REGULAR MEETING OF CITY COUNCIL
AGENDA

Monday, September 29, 2014

4:30 p.m.

Council Chambers

Pages

1. ADOPTION OF MINUTES 18 - 37

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

Resolved that the Minutes of the Regular Council Meeting of 2014 09 08 be approved.

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

3. DECLARATION OF PECUNIARY INTEREST

4. APPROVE AGENDA AS PRESENTED

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

Resolved that the Agenda for 2014 09 29 City Council Meeting as presented be approved.

5. PROCLAMATIONS/DELEGATIONS

5.1 Long Term Service Award (Part-time)

Penny Allinson, Cook, Day Care Division, Community Services Department will be in attendance.

5.2 Fire Prevention Week

Paul Milosevich, Assistant Fire Chief, Fire Prevention and Public Education will be in attendance.

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5.3 Learning Disability Month

Matt Trainor, Chair – Community Advisory Committee will be in attendance.

5.4 Canadian Foster Family Week

Christine Mair, Assessment Worker will be in attendance.

5.5 Pancreatic Cancer Awareness Month

Jenn Arbour (volunteer) will be in attendance.

5.6 Baha'i Unity in Diversity Week

Marlina and Chris Faulkner, members of the Baha'i faith will be in attendance.

5.7 United Way Launch Week

Dr. Richard Myers and Dr. Michelle Atkin, Co-Chairs of the 2014 United Way Campaign will be in attendance.

5.8 Spiritual and Religious Care Week

Amanda Zuke, Secretary Multifaith Committee will be in attendance.

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

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

Resolved that all the items listed under date 2014 09 29 – Part One – Consent Agenda be approved as recommended.

6.1 Correspondence

6.1.1 Fort Erie – Support to Amend the Ontario Assessment Act 38 - 48

6.2 MTO Cancellation of Route Planning and Environmental Assessments for a New Route for Hwy 17 & Cancellation of Connecting Link Funding 49 - 54

Correspondence from Mayor Amaroso to the Hon. Del Duca, Minister of Transportation, dated July 25, 2014 and September 26, 2014 is attached for the information of Council.

6.3 Age Friendly Sault Ste. Marie 55 - 74

A Community Assessment report is attached for the consideration of Council.

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

Resolved that the Age Friendly Sault Ste. Marie Community Assessment Report be received and referred to the 2014-2018 Strategic Planning process.

6.4 Council Travel

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

Resolved that Councillor L. Turco be authorized to travel to AMO Board Meeting being held in Toronto (2 days in September) at a cost to the City of $300.

6.5 Staff Travel 75 - 76

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

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

Resolved that the report of the Chief Administrative Officer dated 2014 09 29 concerning Staff Travel be approved as requested.

6.6 RFP for Enterprise Document Management System (2014IA04P) 77 - 78

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

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

Resolved that the report of the Manager of Purchasing dated 2014 09 29 be received and that the proposal submitted by Xerox Canada Ltd. to provide an Enterprise Document Management System for the Corporation at a price of $70,949.68 plus H.S.T., be approved.

6.7 RFP for Landfill GPS Mapping System (2014WB03P) 79 - 80

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 29 be received and that the proposal submitted by Sitech Mid-Canada Ltd. to provide a Landfill GPS Mapping System for the Municipal Landfill, with funding to be drawn from the Waste Disposal Reserve at a price of $72,980.00 plus H.S.T., be approved.

6.8 Property Tax Appeal 81 - 82

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

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

Resolved that the report of the City Tax Collector dated 2014 09 29 concerning Property Tax Appeal be received and the recommendation to confirm the tax record(s) be approved pursuant to Section 334 of the *Municipal Act.*

6.9 2015 Council Meeting Schedule 83 - 84

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

Resolved that the report of the City Clerk dated 2014 09 29 concerning 2015 Council Meeting Schedule be received and that the 2015 schedule for regular meetings of council be approved

6.10 Retirement Home Voting Hours 85 - 86

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

By-law 2014-228 appears elsewhere on the agenda and is recommended for your approval.

6.11 Repairs to Municipal Bridges 30 and 32 87 - 91

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

The relevant By-law 2014-225 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.12 Immigration Portal – Provincial MCI Innovation Project 92 - 123

A report of the Manager of Information Technology is attached for the consideration of Council.

The relevant By-law 2014-208 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.13 Heritage Discovery Centre – Gift Shop Lease Agreement 124 - 125

A report of the Curator, Ermatinger-Clergue National Historic Site is attached for the consideration of Council.

The relevant By-law 2014-200 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.14 Holiday Festival On Ice – Proposal 126 - 132

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

The relevant By-law 2014-213 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.15 Chilly Willy's Sports Bar and Grill – Lease Agreement 133 - 135

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

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

Resolved that the report of the Commissioner of Community Services dated 2014 09 29 concerning the Chilly Willy's Sports Bar and Grill lease agreement be received and the recommendation to have staff initiate a Request for Proposal process for the operation of the restaurant space at the John Rhodes Community Centre be approved; further that staff be authorized to extend the present lease with the existing operator under the current terms and conditions until May 1, 2015.

6.16 Sault Ste. Marie Harbour Improvement Project 136 - 141

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

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

Resolved that the report of the Commissioner of Engineering dated 2014 09 29 concerning the Sault Ste. Marie Harbour Improvement Project be received and that Economic Diversification Fund (EDF) funding of $300,000 be approved as the City's contribution to Phases 1 and 2 of the project (to be funded from previous years' unspent EDF funds and the 2014 EDF allocation).

Bylaws 2014-222 and 2014-223 authorizing execution of the Contribution Agreements are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.17 Municipal Energy Plan Program Funding Application 142 - 155

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

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

Resolved that the report of the Environmental Initiatives Coordinator dated 2014 09 29 concerning Municipal Energy Plan Program Funding Application be received and that a limited signing authority be granted to the Commissioner of Engineering and Planning until December 31, 2015 for the purposes of making application to Energy Mapping Project and entering into the subsequent transfer payment agreement.

6.18 Building Code Agreement for 131 River Road 156 - 157

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

The relevant By-law 2014-209 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.19 Fire Services 2013 Annual Report 158 - 245

A report of the Fire Chief is attached for the consideration of Council.

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

Resolved that Sault Ste. Marie Fire Services 2013 Annual Report be received as information.

6.20 Easement Required Part 1915 Base Line for Improvements to Base Line 246 - 248

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

The relevant By-law 2014-212 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.21 Street Closing Application RoVon Court – Plan H744 Tarentorus 249 - 251

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

The relevant By-law 2014-196 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.22 Disposition of 22 MacDonald Avenue 252 - 270

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

The relevant By-law 2014-211 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.23 Licence to Occupy City Property Agreement for the Nuit Blanche Event of October 4, 2014 271 - 273

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

The relevant By-law 2014-226 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.24 Licence to Occupy City Property Agreement between the City and Algoma Amateur Radio Club – 65 Old Garden River Road (Emergency Operations Centre) 274 - 277

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

The relevant By-law 2014-224 is listed under 11 of the Agenda and will be read with all by-laws under that item.

6.25 Acquisition of Parkland Agreement between the City and TVM Sault Inc. (941 & 969 Queen Street East) 278 - 281

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

The relevant By-law 2014-227 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.26 Licence to Occupy City Property – Northeast corner of Third Line East and Birkshire Place 282 - 284

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

The relevant By-law 2014-219 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.27 Street Assumption and Closing Part Grand Blvd. 285 - 287

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

The relevant By-laws 2014-220 and 2014-221 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.28 Surplus Property (532 Wallace Terrace) 288 - 290

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

The relevant By-law 2014-210 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.29 Community Development Award 2014 – Chippewa Trading Post and Frontier Village 291 - 295

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

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

Resolved that the report of the Planner dated 2014 09 29 be received and that Council award the 2014 Community Development Award to the Chippewa Trading Post and Frontier Village.

6.30 Sourcewater Protection – Appointment of Risk Management Official and Risk Management Inspector 296 - 313

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 Director dated 2014 09 29 be received and that Peter Tonazzo be appointed as Risk Management Official and Anjum Amin be appointed as Risk Management Inspector.

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1 ADMINISTRATION

7.2 COMMUNITY SERVICES DEPARTMENT

7.3 ENGINEERING

7.4 FIRE

7.5 LEGAL

7.6 PLANNING

7.6.1 A-18-14-Z – 83 Huron Street 314 - 328

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 Director dated 2014 09 29 concerning A-18-14-Z be received and that the subject property be rezoned by amending the existing “C3.S” (Riverfront Commercial zone with a Special Exception) to include small-scale manufacturing as an additional permitted use subject to the following condition:

1. For the purposes of this application, small-scale manufacturing is defined as a low intensity business with approximately 10 or fewer employees operated within an enclosed building and which has no off site emissions such as noise, vibration dust or odour

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

7.6.2 A-19-14-Z – 112 Hugill Street 329 - 344

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 Planner dated 2014 09 29 concerning Application A-19-14-Z be received and 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 second dwelling unit in the basement of the existing residence, in addition to those uses permitted in an “R2” Zone, subject to the following provision:

1. That a 1.8m visually solid fence be maintained along the north and south side lot lines of the subject property, commencing from a point that is adjacent to the rear wall of the dwelling located upon the subject property

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

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

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

8.1 John Rowswell Hub Trail Snow Removal

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

Whereas the current Public Works and Transportation snow removal operation takes place along the downtown portion of the John Rowswell Hub Trail from the Mill Market to the Centennial Library; and

Whereas the winter use of the John Rowswell Hub Trail by the public has proven to be a welcome service; and

Whereas many requests have been received for additional snow removal on the John Rowswell Hub Trail in the downtown area going farther east past the Centennial Library to the Bushplane Museum; and

Whereas in late fall 2015 the new Riverwalk Condominium Development will open with forty new homes located adjacent to the John Rowswell Hub Trail;

Now Therefore Be It Resolved that snow removal operations on the downtown portion of the John Rowswell Hub Trail be extended east, stopping at Queen Street at the bottom of Simpson Street; and further that this request be referred to the 2015 budget.

8.2 Tree Preservation

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

Whereas the City of Sault Ste. Marie has one of the most beautiful urban forests in Canada; and

Whereas thousands of trees make up our urban forest and provide abundant environmental, health, esthetic and property-value benefits to our community;

and

Whereas these trees are located across the City but are very prevalent in the old hospital area, downtown and in parks like Bellevue; and

Whereas various communities across this country have adopted tree preservation by-laws that have the purpose of protecting and managing our urban forest;

Now Therefore Be It Resolved that appropriate staff be requested to report as to how the City can develop and implement a tree preservation by-law.

8.3 Abandoned Shopping Carts

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

Whereas there continues to be a problem in Sault Ste. Marie regarding shopping carts being removed from local businesses; and

Whereas this results in many shopping carts being irresponsibly discarded on street corners, in ditches, and in ravines; and

Whereas this creates dangerous situations, an eyesore that detracts from our "Naturally Gifted" community, and a costly problem for Sault Ste. Marie businesses that is likely passed on to consumers;

Now Therefore Be It Resolved that appropriate staff be requested to review and report back to Council regarding this ongoing problem.

8.4 Queen Street Entrance to Essar Centre

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

Whereas the emerald ash trees have been removed from Queen Street in front of the Essar Centre; and

Whereas there is traffic congestion both by the Queen Street entrance and the west-side handicapped entrance to the Essar Centre after an event;

Now Therefore Be It Resolved that appropriate staff be requested to review and report back to Council as to the feasibility of increasing the cut-out portion on Queen Street to accommodate those patrons who use that venue both for drop-off and pick-up, thereby easing congestion at that site.

9. COMMITTEE OF THE WHOLE FOR THE PURPOSE OF SUCH MATTERS AS ARE REFERRED TO IT BY THE COUNCIL BY RESOLUTION

10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

11. CONSIDERATION AND PASSING OF BY-LAWS

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

Resolved that all by-laws under item 11 of the Agenda under date 2014 09 29 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 2014-196 (Street Closing) RoVon Court 345 - 347

A report from the City Solicitor is on the Agenda.

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

Resolved that By-law 2014-196 being a by-law to stop up, close and authorize the conveyance of RoVon Court, Plan H744 be passed in open Council this 29th day of September, 2014.

11.1.2 By-law 2014-200 (Agreement) Voyageurs Lodge and Cookhouse Ltd. 348 - 355

A report from the Curator Ermatinger-Clergue National Historic Site is on the Agenda.

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

Resolved that By-law 2014-200 being a by-law to authorize the execution of a Lease Agreement between the City and The Voyageurs' Lodge and Cookhouse Ltd. for the use of a portion of the Ermatinger-Clergue National Historic Site Gift Shop be passed in open Council this 29th day of September, 2014.

11.1.3 By-law 2014-207 (Zoning) 25 Eastern Avenue Hodgson 356 - 358

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

Resolved that By-law 2014-207 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 25 Eastern Avenue (Hodgson) be passed in open Council this 29th day of September, 2014.

11.1.4 By-law 2014-208 (Agreement) Immigration Portal 359 - 389

A report from the Manager of Information Technology is on the Agenda.

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

Resolved that By-law 2014-208 being a by-law to authorize a funding agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Citizenship, Immigration and International Trade

to create an Automatic Referral Application to be used on Smartphone and Tablet devices to enhance the existing Discoverthesault.ca web portal services be passed in open Council this 29th day of September, 2014.

11.1.5 By-law 2014-209 (Agreement) 131 River Road 390 - 392

A report from the Chief Building Official is on the Agenda.

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

Resolved that By-law 2014-209 being a by-law to authorize the execution of an agreement between the City and the registered owners of 131 River Road and the registered owners of 125 River Road, Sault Ste. Marie to accommodate a newly constructed garage on 131 River Road be passed in open Council this 29th day of September, 2014.

11.1.6 By-law 2014-210 (Property Sale) 532 Wallace Terrace – Stephney 393 - 395

A report from the City Solicitor is on the Agenda.

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

Resolved that By-law 2014-210 being a by-law to authorize the sale of surplus property being 532 Wallace Terrace to Michael Jason Stephney be passed in open Council this 29th day of September, 2014.

11.1.7 By-law 2014-211 (Property Sale) 22 MacDonald Avenue 396 - 399

A report from the City Solicitor is on the Agenda.

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

Resolved that By-law 2014-211 being a by-law to authorize the sale of surplus property being 22 MacDonald Avenue to Chartwell Master Care LP be passed in open Council this 29th day of September, 2014.

11.1.8 By-law 2014-212 (Easement) 1915 Base Line 400 - 401

A report from the City Solicitor is on the Agenda.

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

Resolved that By-law 2014-212 being a by-law to authorize an easement agreement with John Caron and Deborah Caron over a portion of the property at 1915 Base Line be passed in open Council this 29th day of September, 2014.

11.1.9 By-law 2014-213 (Agreement) Holiday Festival on Ice 402 - 402

A report from the Commissioner of Community Services is on the Agenda.

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

Resolved that By-law 2014-213 being a by-law to delegate to the Commissioner of Community Services signing authority under section 23.1 of the *Municipal Act, 2001* to execute the necessary agreement to co-promote Holiday Festival on Ice at the Essar Centre on behalf of the City of Sault Ste. Marie be passed in open Council this 29th day of September, 2014.

11.1.10 By-law 2014-214 (Parking) Municipal Law Enforcement Officers 403 - 405

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

Resolved that By-law 2014-214 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council this 29th day of September, 2014.

11.1.11 By-law 2014-215 (Agreement) Prince Township 406 - 410

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

Resolved that By-law 2014-215 being a by-law to authorize an agreement between the City and The Corporation of the Township of Prince to provide technical assistance in administering the provisions of the *Ontario Building Code*, the *Plumbing Code* and Township by-laws relating to the construction of buildings be passed in open Council this 29th day of September, 2014.

11.1.12 By-law 2014-219 (Agreement) Birkshire Place 411 - 417

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

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

Resolved that By-law 2014-219 being a by-law to authorize a Licence to Occupy City Property Agreement between the City and Peggy Catania to permit the improvement and maintenance of a sign to be placed on a portion of the City owned boulevard on the northeast corner of Third Line East and Birkshire Place be passed in open Council this 29th day of September, 2014.

11.1.13 By-law 2014-220 (Street Assumption) Giuliani Subdivision 418 - 419

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

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

Resolved that By-law 2014-220 being a by-law to assume for public use and establish as a public street, a street in the Giuliani Subdivision, Plan H475 be passed in open Council this 29th day of September, 2014

11.1.14 By-law 2014-221 (Street Closing) Giuliani Subdivision 420 - 422

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

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

Resolved that By-law 2014-221 being a by-law to stop up, close and authorize the conveyance of a street in the Giuliani Subdivision, Plan H475 be passed in open Council this 29th day of September, 2014.

11.1.15 By-law 2014-222 (Agreement) Ministry of Industry 423 - 450

A report from the Commission of Engineering and Planning is on the Agenda.

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

Resolved that By-law 2014-222 being a by-law to authorize a funding agreement between the City and Her Majesty the Queen in right of Canada as represented by the Minister of Industry in undertaking the next phases of the public access regional harbour expansion be passed in open Council this 29th day of September, 2014.

11.1.16 By-law 2014-223 (Agreement) NOHFC Harbour Project 451 - 486

A report from the Commissioner of Engineering and Planning is on the Agenda.

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

Resolved that By-law 2014-223 being a by-law to authorize a funding agreement between the City and the Northern Ontario Heritage Fund Corporation for the Sault Ste. Marie Harbour improvement project be passed in open Council this 29th day of September, 2014.

11.1.17 By-law 2014-224 (Agreement) Algoma Amateur Radio Club 487 - 494

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

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

Resolved that By-law 2014-224 being a by-law to authorize an agreement between the City and the Algoma Amateur Radio Club to permit the installation of a seventy-two foot radio tower and antennae at the southern end of the City's Emergency Operations Centre Building located at 65 Old Garden River

Road be passed in open Council this 29th day of September, 2014.

11.1.18 By-law 2014-225 (Agreement) George Stone and Sons Ltd. 495 - 497

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

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

Resolved that By-law 2014-225 being a by-law to authorize the execution of an agreement between the City and George Stone and Sons Ltd. for the rehabilitation and repair of Bridge No. 32 on Base Line, Sault Ste. Marie be passed in open Council this 29th day of September, 2014.

11.1.19 By-law 2014-226 (Agreeement) Algoma Arts Festival Association 498 - 505

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

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

Resolved that By-law 2014-226 being a by-law to authorize a Licence to Occupy City Property Agreement between the City and the Algoma Arts Festival Association to facilitate the Algoma Fall Festival "Nuit Blanche" event of October 4, 2014 be passed in open Council this 29th day of September, 2014.

11.1.20 By-law 2014-227 (Agreement) 941 and 969 Queen Street East 506 - 513

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

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

Resolved that By-law 2014-227 being a by-law to authorize an Acquisition of Parkland Agreement between the City and TVM Sault Inc. for the re-development of lands formerly known as the General and Plummer Hospital Sites, known civically as 941 and 969 Queen Street East be passed in open Council this 29th day of September, 2014.

11.1.21 By-law 2014-228 (Elections) 514 - 514

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

Resolved that By-law 2014-228 being a by-law to provide for reduced hours of voting in institutions and retirement homes with regards to the 2014 municipal election be passed in open Council this 29th 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-law 2014-216 (Local Improvement) Huron Street 515 - 518

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

Resolved that By-law 2014-216 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Huron Street from Bridge Plaza to Cathcart Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read the first and second time in open Council this 29th day of September, 2014.

11.4 By-law 2014-217 (Local Improvement) McMeeken Street 519 - 523

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

Resolved that By-law 2014-217 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on McMeeken Street from Churchill Boulevard to Elizabeth Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read the first and second time in open Council this 29th day of September, 2014.

11.5 By-law 2014-218 (Local Improvement) Upton Road 524 - 528

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

Resolved that By-law 2014-218 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Upton Road from Queen Street East to Wellington Street East under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be read the first and second time in open Council this 29th day of September, 2014.

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

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

13. CLOSED SESSION

14. ADJOURNMENT

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

Resolved that this Council now adjourn.

REGULAR MEETING OF CITY COUNCIL
MINUTES

Monday, September 8, 2014
4:30 p.m.
Council Chambers

Present:	Mayor D. Amaroso, Councillor L. Turco, Councillor S. Butland, Councillor S. Myers, Councillor M. Bruni, Councillor J. Krmpotich, Councillor B. Watkins, Councillor R. Niro, Councillor F. Fata, Councillor P. Mick, Councillor T. Sheehan
Absent:	Councillor P. Christian, Councillor F. Manzo
Officials:	J. Fratesi, M. White, N. Kenny, L. Girardi, N. Apostle, B. Freiburger, J. Dolcetti, D. McConnell, F. Coccimiglio, R. Keetch, C. Weir

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1. ADOPTION OF MINUTES

Moved by: Councillor P. Mick
Seconded by: Councillor L. Turco
Resolved that the Minutes of the Regular Council Meeting of 2014 08 11 be approved.
Carried

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

3. DECLARATION OF PECUNIARY INTEREST

3.1. Councillor R. Niro – Recruitment of New Fire Chief

Brother is employed by Fire Services.

3.2. Councillor R. Niro – Downtown Community Improvement Plan – FedNor Funding Agreement

Employer is located within the boundaries of the Downtown Community Improvement Plan.

3.3. Councillor R. Niro – Downtown Community Improvement Plan – Tax Increment Grant – 969 Queen Street East

Employer is located within the boundaries of the Downtown Community Improvement Plan.

3.4. Councillor R. Niro – Relocation of Churchill Branch Library – Steering Committee

Employer has a service agreement with the restaurant located in the John Rhodes Community Centre (Chilly Willy's).

3.5. Councillor R. Niro – East End Library – John Rhodes Community Centre

Employer has a service agreement with the restaurant located in the John Rhodes Community Centre.

3.6. Councillor R. Niro – By-law 2014-190 (Agreement) Minister of Industry

Employer is located within the boundaries of the Downtown Community Improvement Plan.

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor P. Mick
Seconded by: Councillor R. Niro
Resolved that the Agenda and Addendum for 2014 09 08 City Council Meeting as presented be approved.
Carried

5. PROCLAMATIONS/DELEGATIONS

5.1. Childhood Cancer Awareness Month

Dayna Caruso, Director of Services, Volunteers and Fund Development Co-ordinator was in attendance.

5.2. Terry Fox Week

Lindsay Koskenoja, Organizer, Terry Fox Run was in attendance.

5.3. Culture Days

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

5.4. Community Safety and Well-Being Advisory Committee

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

Moved by: Councillor P. Mick
Seconded by: 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:

- To drive the safety and well-being enterprise;
- To support ad-hoc community safety partnerships that will focus on particular risks and threats to community safety and well-being; and
- 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.
Carried

5.5. EDF Request – Invest Sault Ste. Marie

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

5.6. Economic Update Sault Ste. Marie

Tom Dodds, Chief Executive Officer, Sault Ste. Marie EDC was in attendance.

5.7. A-24-12-Z.OP – 576 Brule Road

Richard DeLorenzi (representing the applicant) was in attendance.

5.8. A-15-14-Z.OP – 843 Great Northern Road

Matthew Shoemaker (representing the applicant) was in attendance.

5.9. A-16-14-Z – 25 Eastern Avenue

Gerry Hodgson (applicant) was in attendance.

5.10. A-17-14-Z.OP – 115 Northern Avenue East

Matthew Shoemaker (representing the applicant) was in attendance.

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

Moved by: Councillor B. Watkins
Seconded by: Councillor L. Turco
Resolved that all the items listed under date 2014 09 08 – Part One – Consent Agenda be approved as recommended.
Carried

6.1. Correspondence

a. AMO

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

b. Ministry of Health and Long Term Care

Emergency Medical Services Re-certification

6.2. Street Closing – Greyhound Season Opener

The letter of request for a temporary street closing in conjunction with the Greyhound Hockey season opener was received by 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 Minutes.

6.3. Liquor Licence Extension Request

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

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.

Carried

6.4. Staff Travel

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

Moved by: Councillor P. Mick
Seconded by: Councillor R. Niro
Resolved that the report of the Chief Administrative Officer dated 2014 09 08 concerning Staff Travel be approved as requested.
Carried

6.5. Recruitment of New Fire Chief

Councillor R. Niro declared a conflict on this item. (Brother is employed by Fire Services.)

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

Moved by: Councillor B. Watkins
Seconded by: Councillor L. Turco
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.
Carried

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

Moved by: Councillor B. Watkins
Seconded by: 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.
Carried

6.7. Mayor and Council Travel Expenses – January 1 – June 30, 2014

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

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

6.8. Compliance Audit Committee

The report of the City Clerk was received by Council.
The relevant By-law 2014-189 is listed under item 11 of the Minutes.

6.9. Veterans Commemorative Memorial – Working Committee

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

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

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

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

Moved by: Councillor B. Watkins
Seconded by: 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.

Carried

6.11. 2015 Engineering Agreements

The report of the Design and Construction Engineer was received by Council.
The relevant Bylaws 2014-192, 2014-193, 2014-194, and 2014-195 are listed under item 11 of the Minutes.

6.12. Temporary Exemption By-law 80-200

The report of the Land Development and Environmental Engineer was received by Council.
The relevant By-law 2014-205 is listed under item 11 of the Minutes.

6.13. Elementa Lease Extension – September 2014

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

Moved by: Councillor B. Watkins
Seconded by: 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.
Carried

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.)

The report of the Assistant City Solicitor was received by Council.
The relevant By-law 2014-163 is listed under item 11 of the Minutes.

6.15. Sale of Part of 135 Northern Avenue (southwest corner Northern Avenue and Grand Boulevard)

The report of the Assistant City Solicitor was received by Council.
The relevant By-law 2014-191 is listed under item 11 of the Minutes.

6.16. Property Declared Surplus Wemyss Street

The report of the Assistant City Solicitor was received by Council.
The relevant By-law 2014-197 is listed under item 11 of the Minutes.

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

The report of the Solicitor/Prosecutor was received by Council.
The relevant By-law 2014-198 is listed under item 11 of the Minutes.

6.18. Algoma Conservatory of Music, Licence of Occupation of City Property

The report of the Solicitor/Prosecutor was received by Council.
The relevant By-law 2014-188 is listed under item 11 of the Minutes.

6.19. Accessible Taxi Cab Amendments

The report of the Solicitor/Prosecutor was received by Council.
The relevant By-law 2014-183 is listed under item 11 of the Minutes.

6.20. Downtown Community Improvement Plan – FedNor Funding Agreement

Councillor R. Niro declared a conflict on this item. (Employer is located within the boundaries of the Downtown Community Improvement Plan.)

6.21. Telecommunications Towers – Public Consultation Policy

The report of the Planning Division was received by Council.

Moved by: Councillor B. Watkins
Seconded by: 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.
Carried

6.22. Proposed Demolition of 201 John Street

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

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

6.23. Downtown Community Improvement Plan – Tax Increment Grant – 969 Queen Street East

Councillor R. Niro declared a conflict on this item. (Employer is located within the boundaries of the Downtown Community Improvement Plan.)

The report of the Planning Department was received by Council.

Moved by: Councillor P. Mick
Seconded by: Councillor L. Turco
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.

Carried

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

The report of the Commissioner of Public Works and Transportation was received by Council. The relevant By-law 2014-184 is listed under item 11 of the Minutes.

6.25. Simon-Glen Avenue Intersection

The report of the Deputy Commissioner of Public Works and Transportation was received by Council.
The relevant By-law 2014-204 is listed under item 11 of the Minutes.

6.26. Street Closing – Winmar Grand Opening Event

The letter of request for a temporary street closing in conjunction with the Winmar Grand Opening event was received by 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 Minutes.

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1. ADMINISTRATION

7.2. COMMUNITY SERVICES DEPARTMENT

a. Relocation of Churchill Branch Library – Steering Committee

Councillor R. Niro declared a conflict on this item. (Employer has a service agreement with the restaurant located in the John Rhodes Community Centre (Chilly Willy's).)

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.
Withdrawn By Staff

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 Department was received by Council.

Moved by: Councillor B. Watkins
Seconded by: 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.
Carried

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

The report of the Planning Department was received by Council.
The relevant By-laws 2014-186 and 2014-187 are listed under item 11 of the Minutes.

c. 25 Eastern Avenue – A-16-14-Z

The report of the Planning Department was received by Council.

Moved by: Councillor P. Mick
Seconded by: Councillor L. Turco
Resolved 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.
Carried

d. 115 Northern Avenue East – A-17-14-Z.OP

The report of the Planning Department was received by Council.

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

7.7. PUBLIC WORKS AND TRANSPORTATION

7.8. BOARDS AND COMMITTEES

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

The report of the Chief Executive Officer, Sault Ste. Marie Economic Development Corporation was received by Council.

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

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

8.1. East End Library - John Rhodes Community Centre

Councillor R. Niro declared a conflict on this item. (Employer has a service agreement with the restaurant located in the John Rhodes Community Centre.)

Moved by: Councillor S. Myers
Seconded by: 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,
Be It Resolved that the Library Board be requested to report 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.
Carried

8.2. Taxi Licences

Moved by: Councillor R. Niro
Seconded by: 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 outlined in Mr. Dawson's letter.
Carried

8.3. Gateway Site Parkland

Moved by: Councillor P. Mick
Seconded by: 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.
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 P. Mick
Seconded by: Councillor L. Turco
Resolved that all by-laws under item 11 of the Agenda and the Addendum under date 2014 09 08, save and except 2014-186, 2014-187 and 2014-190 be approved.
Carried

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

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

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

b. By-law 2014-180 Traffic By-law

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

c. By-law 2014-181 (Official Plan) 576 Brule Road Fosberg

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

d. By-law 2014-182 (Zoning) 576 Brule Road Fosberg

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

e. By-law 2014-183 (Taxis) Accessible Taxi Cab Amendments

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

f. By-law 2014-184 (Agreement) Riversedge Developments Inc. 75 Huron Street

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

g. By-law 2014-185 (Appointments) Building Inspectors

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

j. By-law 2014-188 (Agreement) Algoma Conservatory of Music

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

k. By-law 2014-189 (Elections) Appointment Compliance Audit Committee

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

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

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

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

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

o. By-law 2014-193 (Agreement) WSP Canada Inc.

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

p. By-law 2014-194 (Agreement) Kresin Engineering

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

q. By-law 2014-195 (Agreement) STEM Engineering Group Inc.

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

r. By-law 2014-197 (Property) Wemyss Street

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

s. By-law 2014-198 (Agreement) Downtown Assoc and Loplops Queen Street East

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

t. By-law 2014-199 (Temporary Street Closing) Queen Street East (Bruce to Dennis)

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

u. By-law 2014-201 (Official Plan Amendment)

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

v. By-law 2014-202 (Zoning) 115 Northern Avenue East

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

w. By-law 2014-203 (Agreement) George Stone and Sons Inc.

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

x. By-law 2014-204 (Traffic) Amend Schedules F and H

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

y. By-law 2014-205 (Regulations) Noise Exemption

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

z. By-law 2014-206 (Temporary Street Closing) Everett Street

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

h. By-law 2014-186 (Official Plan Amendment) 843 Great Northern Road Plumm Investments

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

i. By-law 2014-187 (Zoning) 843 Great Northern Road Plumm Investments

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

l. By-law 2014-190 (Agreement) Minister of Industry

Councillor R. Niro declared a conflict on this item. (Employer is located within the boundaries of the Downtown Community Improvement Plan.)

Moved by: Councillor P. Mick
Seconded by: 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.
Carried

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

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

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

13. CLOSED SESSION

Moved by: Councillor B. Watkins
Seconded by: 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)).*
Carried

14. ADJOURNMENT

Moved by: Councillor B. Watkins
Seconded by: Councillor L. Turco
Resolved that this Council now adjourn.
Carried

_____
Mayor

_____
City Clerk

FORT ERIE ONTARIO
Our Focus: Your Future

Office of the Clerk

September 10, 2014
File No. 230404

RECEIVED
CITY CLERK
SEP 15 2014
NO.: 52390
DIST: Agenda

The Honourable Ted McMeekin
Minister of Municipal Affairs and Housing
17th floor, 777 Bay Street
Toronto, ON M5G 2E5

Honourable and Dear Sir:

Re: Buffalo and Fort Erie Public Bridge Authority – Support to Amend the *Ontario Assessment Act*

The Municipal Council of the Town of Fort Erie at its meeting of September 8, 2014 passed the following resolution in response to a request received from the Buffalo and Fort Erie Public Bridge Authority, a copy of which is attached.

WHEREAS the Municipal Property Assessment Corporation recently changed its assessment methodology for international bridges and tunnels; and

WHEREAS the change has created a disincentive to invest in border facilities in Canada; and

WHEREAS municipal hosts of international bridges and tunnels like the Town of Fort Erie depend on tax revenue stability;

NOW THEREFORE be it resolved;

THAT: The Municipal Council of the Town of Fort Erie hereby supports the efforts of the Buffalo and Fort Erie Public Bridge Authority for amendments to the *Assessment Act* whereby taxes are based on an alternate methodology that maintains current taxation levels; and

THAT: The Hon. Ted McMeekin, MPP, Minister of Municipal Affairs and Housing; the Hon. Charles Sousa, MPP, Minister of Finance; Wayne Gates, MPP, John Teal, Regional Councillor, the Region of Niagara and other host municipalities be advised of council's action.

(CARRIED)

.../2

We thank you for your attention to this matter.

Yours very truly,

Tom Mather, CMM III
Interim Town Clerk
tmather@forterie.on.ca
TM:dlk
Encl.
c.c. The Honourable Ted McMeekin, Minister of Municipal Affairs and Housing
W. Gates, MPP (Niagara Falls)
J.. Teal, Regional Councillor
R. Walton, Regional Clerk
D. Iorfida, City Clerk, City of Niagara Falls
H. Dowd, Clerk, Town of Niagara-on-the-Lake
V. Latimer, Clerk, Township of Leeds and the Thousand Islands
R. Helmer, CAO/Clerk, Town of Prescott
H. Finn, Clerk, City of Cornwall
E. Slomke, Clerk, Town of Fort Frances
J. Burns, CAO/Clerk, Village of Point Edward
M. White, Clerk, City of Sault Ste. Marie
S. Vlachodimos, Deputy Clerk, City of Windsor
R. Rienas, GM, Buffalo and Fort Erie Public Bridge Authority

FORT ERIE
ONTARIO
Our Focus, Your Future

Office of the Clerk

September 10, 2014
File No. 230404

The Honourable Charles Sousa
Minister of Finance
7th floor, Frost Building South
7 Queen's Park Crescent
Toronto, ON M7A 1Y7

Honourable and Dear Sir:

Re: Buffalo and Fort Erie Public Bridge Authority – Support to Amend the *Ontario Assessment Act*

The Municipal Council of the Town of Fort Erie at its meeting of September 8, 2014 passed the following resolution in response to a request received from the Buffalo and Fort Erie Public Bridge Authority, a copy of which is attached.

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WHEREAS the change has created a disincentive to invest in border facilities in Canada; and

WHEREAS municipal hosts of international bridges and tunnels like the Town of Fort Erie depend on tax revenue stability;

NOW THEREFORE be it resolved;

THAT: The Municipal Council of the Town of Fort Erie hereby supports the efforts of the Buffalo and Fort Erie Public Bridge Authority for amendments to the *Assessment Act* whereby taxes are based on an alternate methodology that maintains current taxation levels; and

THAT: The Hon. Ted McMeekin, MPP, Minister of Municipal Affairs and Housing; the Hon. Charles Sousa, MPP, Minister of Finance; Wayne Gates, MPP, John Teal, Regional Councillor, the Region of Niagara and other host municipalities be advised of council's action.

(CARRIED)

.../2

We thank you for your attention to this matter.

Yours very truly,

Tom Mather, CMM III
Interim Town Clerk
tmather@forterie.on.ca
TM:dlk
Encl.
c.c. The Honourable Ted McMeekin, Minister of Municipal Affairs and Housing
W. Gates, MPP (Niagara Falls)
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J. Burns, CAO/Clerk, Village of Point Edward
M. White, Clerk, City of Sault Ste. Marie
S. Vlachodimos, Deputy Clerk, City of Windsor
R. Rienas, GM, Buffalo and Fort Erie Public Bridge Authority

THE PEACE BRIDGE
CROSSING PATHS BUILDING FUTURES

RECEIVED

August 29, 2014

MAYOR'S OFFICE
TOWN OF FORT ERIE

Mayor Martin and the Council of the Town of Fort Erie
Town of Fort Erie
1 Municipal Centre Drive
Fort Erie, ON L2A 2S6

Dear Mayor Martin and members of Council:

Further to discussions with your Interim Chief Administrative Officer and Director of Financial Services, the purpose of this letter is to request support from the Town of Fort Erie, as a host municipality, for amending the *Ontario Assessment Act* relative to international bridges and tunnels.

As explained below, the Municipal Property Assessment Corporation (MPAC) recently changed the assessment methodology for international bridges and tunnels. This change resulted in the unintended consequence of creating a disincentive for investing in border facilities in Canada. The Buffalo & Fort Erie Public Bridge Authority (PBA), along with other international bridge and tunnel operators, will be requesting an amendment to the *Ontario Assessment Act* which would remove this disincentive, while providing stability to municipalities with respect to tax revenue.

The *Ontario Assessment Act* states that land used for the purposes of an international bridge or tunnel is liable to taxation, but does not address the mechanism of assessment (Appendix A). Historically, MPAC assessed only those portions of international border facilities that were capable of generating an income outside of the scope of the international crossing. Duty free stores and brokerage facilities are examples where MPAC used the income approach to establish the assessment on which the host municipality would apply the municipal tax rate. As you are aware, the bridge or tunnel itself is taxed at a flat rate of $40,000 in accordance with the *Municipal Act*.

Beginning in 2013, MPAC changed the assessment methodology for international crossings from the income approach to the automated cost system approach. This resulted in the assessment of all land and buildings, including those occupied by Canada Border Services Agency (CBSA). The PBA and all border operators are required to construct, maintain and service all facilities utilized by CBSA free of charge, and receives no rental income for CBSA occupied building from the federal government. Taxation of these properties increases the financial burden borne by border operators.

While the facts above were known to MPAC, consideration may not have been given to the fact that as an international entity, the PBA has the ability to maintain and expand operations both in the U.S., where it is exempt from taxation, and in Canada where it is subject to assessment and taxation. For example, under the Canada/U.S. Beyond the Border Agreement, the PBA may

BUFFALO AND FORT ERIE PUBLIC BRIDGE AUTHORITY
100 QUEEN STREET, FORT ERIE, ON L2A 3S6 • 1 PEACE BRIDGE PLAZA, BUFFALO, NY 14213-2493
PHONE (905) 871-1608/(716) 884-6744 • FAX (905) 871-9940/(716) 881-2089
www.peacebridge.com

be given authority to host a $30 million pre-inspection facility for U.S. Customs and Border Protection on the Canadian plaza. In the event that the PBA receives authority from the federal governments, the Board of Directors of the PBA would need to approve the expenditure and the location. MPAC's current assessment methodology would provide a disincentive for constructing a pre-inspection facility in Canada, as the same facility built in the U.S. would be exempt from taxes. Further, the PBA (as well as some other border operators) is legislatively required to pay the equivalent amount paid in property taxes to Fort Erie to Buffalo, New York. Accordingly, the impact on the PBA is double taxation.

In order to mitigate the disincentive to investment, the PBA, along with other international bridge and tunnel operators, will be requesting an amendment to the *Assessment Act* which establishes a payment in lieu of taxes based upon the number of vehicles crossing the border annually. While the proposed details have not yet been formulated, the nature of the amendment will be similar to the amendment made to the *Assessment Act* on behalf of certain airport authorities. Excerpts of the applicable sections of the *Assessment Act* and regulations related to the airport authorities have been attached as Appendices B and C for your reference and review.

In summary, the PBA requests the Town's support for amending the *Ontario Assessment Act,* whereby a payment in lieu of taxes, based upon the number of vehicles crossing the border annually, would be made to the host municipalities. This would provide tax revenue stability to municipalities, while providing an environment conducive to investment.

Please contact me should you require additional information regarding this request.

Yours truly,

Ron Rienas
General Manager

RR/kak
cc: Tom Kuchyt, Interim Chief Administrative Officer
Jonathan Janzen, Director of Financial Services

Appendix A

Excerpt from *Assessment Act of Ontario*

Related to International Bridges and Tunnels

International bridges and tunnels

(2) The following apply with respect to a bridge or tunnel that crosses a river forming the boundary between Ontario and the United States:

1. Subject to section 30, land used for the purposes of the bridge or tunnel is liable to taxation even if the land is owned by the Crown or would otherwise be exempt under a paragraph of subsection (1). However, the bridge or tunnel structure is taxable only under section 320 of the *Municipal Act, 2001*.
2. The bridge or tunnel structure shall not be considered in the assessment of the land used for the purposes of the bridge or tunnel.
3. Land used for the purposes of the bridge or tunnel is not liable to taxation for school purposes. 1997, c. 29, s. 3 (4); 2002, c. 17, Sched. F, Table.

Definition

(3) In subsection (2),

"land used for the purposes of the bridge or tunnel" includes land at the end of the bridge or tunnel used in connection with the bridge or tunnel, including duty-free stores. 1997, c. 29, s. 3 (4).

Appendix B

Excerpt from *Assessment Act of Ontario*

Related to Airport Authorities

Regulations re: airport authorities

(5) The Minister may make regulations for the purposes of subparagraph 24 ii of subsection 3 (1),

(a) specifying a methodology for determining payments in lieu of taxes to be paid by a designated airport authority to the municipality in which it is located for 2001 and subsequent years;

(b) requiring the designated airport authority to provide the information specified in the regulation to the specified persons within the time specified;

(c) specifying the time or times that the payment in lieu of taxes must be paid to the municipality. 2000, c. 25, s. 1 (3).

General or specific

(6) A regulation made under subsection (5) may be general or specific in its application and may apply to different designated airport authorities differently. 2000, c. 25, s. 1 (3).

Airports

24. Land owned or leased by a designated airport authority within the meaning of the *Airport Transfer (Miscellaneous Matters) Act* (Canada) subject to the following:

i. The authority must be designated by the Minister for the purposes of this paragraph.

ii. The authority must make payments in lieu of taxes to the municipality in which the land is located at the times and in the amounts determined in accordance with the regulations.

iii. The authority must provide any relevant information requested by the Minister, the municipality or the assessment corporation as soon as is practicable.

iv. The exemption does not apply to any portion of the land leased by a tenant, other than a designated airport authority, to whom section 18 applies.

v. If the authority fails to comply with the requirements specified in subparagraph ii, the authority shall pay the taxes for municipal and school purposes that would be payable for the taxation year if the property was taxable and the tax roll for the municipality shall be amended accordingly.

This paragraph applies to the 2001 and subsequent taxation years.

Appendix C

Excerpt from *Assessment Act of Ontario*

Ontario Regulation 282/98

DESIGNATED AIRPORT AUTHORITY

45.1 (1) Subject to subsection (2), for the purposes of this Regulation, the passenger total for a taxation year with respect to a designated airport authority is,

(a) for 2001, the total number of enplaned and deplaned passengers reported for 1998 for the designated airport authority in the Statistics Canada publication entitled "Air Carrier Traffic at Canadian Airports 1998", Catalogue No. 51-203-XIB, published in July 2000, as set out in Table 1.1 entitled "Top 100 Airports Ranked by Enplaned and Deplaned Passengers, Selective Services"; and

(b) for a taxation year after 2001, the total number of enplaned and deplaned passengers reported for the designated airport authority in the Statistics Canada publication entitled "Air Carrier Traffic at Canadian Airports", as set out in the table entitled "Top 100 Airports Ranked by Enplaned and Deplaned Passengers, Selective Services", published during the immediately preceding taxation year. O. Reg. 62/01, s. 1.

(2) If a designated airport authority and the municipality in which it is located agree in writing by March 31 of a taxation year, the passenger total for that year shall be equal to the total number of enplaned and deplaned passengers for the designated airport authority for the immediately preceding year, as reported by the designated airport authority to the municipality. O. Reg. 62/01, s. 1.

(2.1) For the purposes of this Regulation, a reference to a municipality in which a designated airport authority is located is a reference to all the municipalities in which the designated airport authority is located. O. Reg. 127/02, s. 1 (1).

(3) Subject to subsection (4), for each taxation year beginning with the 2001 taxation year, a designated airport authority shall make a payment in lieu of taxes to the municipality in which it is located in the amount determined by multiplying the passenger total for the year for the designated airport authority by the passenger rate set out in the following Table for that designated airport authority.

TABLE

Designated Airport Authority	Passenger Rate
Greater London International Airport Authority	$1.66998
Greater Toronto Airports Authority	0.94029
Ottawa International Airport Authority	1.07735
Thunder Bay International Airports Authority	0.55403

O. Reg. 62/01, s. 1; O. Reg. 127/02, s. 1 (2).

(3.1) The Greater Toronto Airports Authority shall make its payment in lieu of taxes for a taxation year, beginning with the 2001 taxation year, by paying,

(a) to the City of Mississauga an amount equal to 99.43 per cent of the amount of the payment determined under subsection (3) for the taxation year; and

(b) to the City of Toronto an amount equal to 0.57 per cent of the amount of the payment determined under subsection (3) for the taxation year. O. Reg. 127/02, s. 1 (3).

(4) If the amount determined for a designated airport authority under subsection (3) for a taxation year after 2001 exceeds 105 per cent of the amount paid for the immediately preceding taxation year, the payment in lieu of taxes for the taxation year shall be equal to 105 per cent of the amount paid for the immediately preceding taxation year. O. Reg. 62/01, s. 1.

(5) A designated airport authority shall pay to the municipality in which it is located the amount owing under this section for a taxation year,

(a) in equal quarterly instalments by March 31, June 30, September 30 and December 15 of the taxation year; or

(b) in the proportions and at the times agreed to in writing by the designated airport authority and the municipality. O. Reg. 62/01, s. 1.

(6) The first instalment for the 2001 taxation year under clause (5) (a) shall be paid on or before the later of March 31, 2001 and the day that is 30 days after the day this Regulation is filed. O. Reg. 62/01, s. 1.

(6.1) Despite subsections (5) and (6), the Greater Toronto Airports Authority shall pay the amount owing under this section for the 2001 taxation year,

(a) in two equal instalments, with the first instalment payable by the day that is 30 days after this subsection comes into force and the second instalment payable by the day that is 60 days after this subsection comes into force; or

(b) in the proportions and at the times agreed to in writing by the Greater Toronto Airports Authority, the City of Mississauga and the City of Toronto. O. Reg. 127/02, s. 1 (3).

(7) If a designated airport authority fails to make a payment at the time it is required to do so under subsection (5), (6) or (6.1), the municipality may impose on the designated airport authority a penalty equal to the penalty that the municipality imposes on owners of property in the commercial property class for the non-payment of taxes under section 345 of the *Municipal Act, 2001*. O. Reg. 62/01, s. 1; O. Reg. 127/02, s. 1 (4); O. Reg. 198/04, s. 10.

(8) If a designated airport authority fails to pay all of the amount required under this section for a taxation year on or before the last day of the taxation year, the designated airport authority shall pay forthwith an amount equal to the taxes for municipal and school taxes that would be payable for the taxation year if the property were taxable and the collector's roll for the municipality shall be amended to show the designated airport authority's liability to pay that amount. O. Reg. 62/01, s. 1.

(9) If Statistics Canada fails to publish the publication referred to in clause (1) (b) by December 31 of the immediately preceding taxation year, the payment under subsection (3) shall be calculated for the taxation year using the passenger total determined for the

immediately preceding taxation year, and that amount shall be adjusted during the taxation year if the publication is subsequently published. O. Reg. 62/01, s. 1.

(10) By March 31 of each taxation year, or a later date agreed to by the designated airport authority and the municipality, the designated airport authority shall provide the following information to the municipality:

1. The number of enplaned and deplaned passengers reported for the designated airport authority in the Statistics Canada publication in clause (1) (a), as published for the immediately preceding taxation year, or, if subsection (2) applies, the total number of enplaned and deplaned passengers as determined by the designated airport authority for the immediately preceding taxation year.

2. The calculation of the payment in lieu of taxes for the year. O. Reg. 62/01, s. 1.

(11) If subsection (2) applies, the designated airport authority shall, within a reasonable time, provide to the municipality, upon request, an auditor's report verifying the passenger total that was reported for the taxation year by the designated airport authority. O. Reg. 62/01, s. 1.

(12) The designated airport authority shall provide to the Minister a copy of any information provided to the municipality under subsections (10) and (11) within 30 days after it is provided to the municipality. O. Reg. 62/01, s. 1.

Mayor
Debbie Amaroso



The Corporation
of the
City of Sault Ste. Marie

July 25, 2014

Ministry of Transportation
Corporate Correspondence Unit
3rd Floor, Ferguson Block
77 Wellesley Street West
Toronto, Ontario M7A 1Z8

RE: MTO CANCELLATION OF ROUTE PLANNING AND ENVIRONMENTAL ASSESSMENTS FOR A NEW ROUTE FOR HWY 17, &
CANCELLATION OF CONNECTING LINK FUNDING

Dear Minister Del Duca,

Congratulations on your appointment to Minister of Transportation. We look forward to working with you to resolve two outstanding transportation issues related to provincial traffic through Sault Ste. Marie.

There have been two major decisions made by MTO over the last two years that have seriously affected our construction and transportation planning; the first was the cancellation of the connecting link funding program in 2013, and the second is the recent decision not to proceed with any route planning or environmental assessments (EAs) for a new route for Highway 17. These decisions, together with a past decision to download a portion of Highway 17 N have effectively made Sault Ste. Marie entirely responsible for all aspects of construction, resurfacing, maintenance and winter control for the TransCanada Highway through our municipality. This is a responsibility that has been shared up to now, and MTO has divested itself of its participation without consultation. Council has passed a resolution at the June 9, 2014 meeting, requesting that we meet to discuss these issues.

Our understanding of the MTO's current position is as follows:

- No more annual funding will be provided by the Province for Connecting Links;
- MTO will no longer be negotiating with the Batchewana First Nation to extend Highway 17 E to meet the east limit of Second Line at Black Road; and,
- MTO will no longer be planning for, or initiating any environmental assessment work for a connection to Second Line or for a separate by-pass to connect Highway 17 E with Highway 17 N.

As you can imagine, this does not sit well with myself or Council. Sault Ste. Marie should not be solely financially responsible for the movement of Provincial traffic through our City.

The recent cancellation of the Connecting Link funding program effectively singles out Sault Ste. Marie in particular for financial hardship, given our downtown connection to the US Interstate system. For many decades, the Province has acknowledged its responsibility to assist municipalities that do not have highway by-passes, making it necessary for through Provincial traffic to travel on municipal streets. Our file dates back beyond 50 years. Under the Connecting Link program, annual grants have averaged almost $1.7million, and totaled $20.4 million over the last 12 years. In addition, MTO provided two grants totaling over $11.2 million on

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99 Foster Drive, 4th Level
Sault Ste. Marie, Ontario
(705) 759-5344 ~ Fax (705) 541-7171

Mayor
Debbie Amaroso



The Corporation
of the
City of Sault Ste. Marie

the two occasions where some connecting links were revoked. Clearly, the Province acknowledged its responsibility in the past.

We have been referred to the Municipal Infrastructure Investment Initiative (MIII) funding program, and indeed, we have had success in 2014 with some funding for widening a former connecting link. We are grateful for this, however, we do not feel the MIII program is a worthy substitute for the Connecting Link Program, as it does not recognize the unique nature of our situation. The cancellation of this program singles out Sault Ste. Marie as the hardest hit northern city based on the following facts:

- Northern cities length of connecting links compare as follows:
  - Sault Ste. Marie 24.49 km
  - Timmins 21.25 km
  - North Bay 6.27 km
  - Thunder Bay 0 km
  - Sudbury 0 km

- The 25 km of connecting links (including three bridge structures) in Sault Ste. Marie account for a full 36% of our urban arterial roads inventory - all high volume, and mostly multi-lane (see attached sketch).

- Sault Ste. Marie has a connection to the US Interstate Highway system in our downtown core. This City is unique in that it cannot be by-passed. Sault Ste. Marie is an important Northern gateway with 100,000 commercial trucks carrying about $3.5 billion of goods across the International Bridge every year. According to MTO's Origin Destination Study in 2013, two-thirds of commercial trucks going to and from the bridge were through vehicles.

- Cities like Thunder Bay and Sudbury have roads within their limits that are exclusively the responsibility of the MTO. Sault Ste. Marie has no such roads.

- This funding cancellation effectively reduces road reconstruction work in Sault Ste. Marie by 10 to 15 percent.

Now that the Province has declared it will no longer pursue any new route for Highway 17, the City is faced with the need to widen Black Road in addition to the current efforts being made to widen Second Line. So a portion of the TransCanada Highway through Sault Ste. Marie will remain two lanes until the City identifies the funds to widen it.

Sault Ste. Marie is unique as a border town that cannot be by-passed by US bound provincial traffic. In discussions with former Minister Glen Murray, he suggested our focus be directed to the Northern Growth Plan with respect to the movement of people and goods to the International Bridge, as well as rail to transport links at multimodal facilities, and to the potential deep sea harbour. We are quite prepared to provide a five and/or

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Sault Ste. Marie, Ontario
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Mayor
Debbie Amaroso



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of the
City of Sault Ste. Marie

ten year capital works forecast identifying known and anticipated deficiencies in the roadway portion of this infrastructure. We are most willing to sit down and discuss these matters further.

In summary, given the cancellation of both the Connecting Link funding and new route studies for Highway 17, I am requesting that MTO consider the following:

- Establish, or re-establish a form of ongoing annual funding, possibly under the Northern Growth Plan, or a portion of the MIII fund in recognition of the Provincial responsibility to meet the resurfacing, widening and reconstruction needs of former connecting links in Sault Ste. Marie; and,

- Consideration of contribution of provincial funds for maintenance, line painting and snow removal on arteries that carry provincial traffic; and,

- Re-assumption by MTO of portions of Highway 17 within the City Limits, such as the portion north of Fourth Line to the north City limit, including the three bridge structures so that it is once again Provincial responsibility as it was a few decades ago.

- Renew efforts to complete the connection of Highway 17 (New) to Second Line at Black Road, and/or complete a by-pass around Sault Ste. Marie to connect Hwy. 17 North and East.

Thank you for your consideration, and I look forward to meeting with you in at the AMO conference in August to discuss these items in greater detail.

Sincerely,

Debbie Amaroso
MAYOR

DE:bb:rw
Attach.

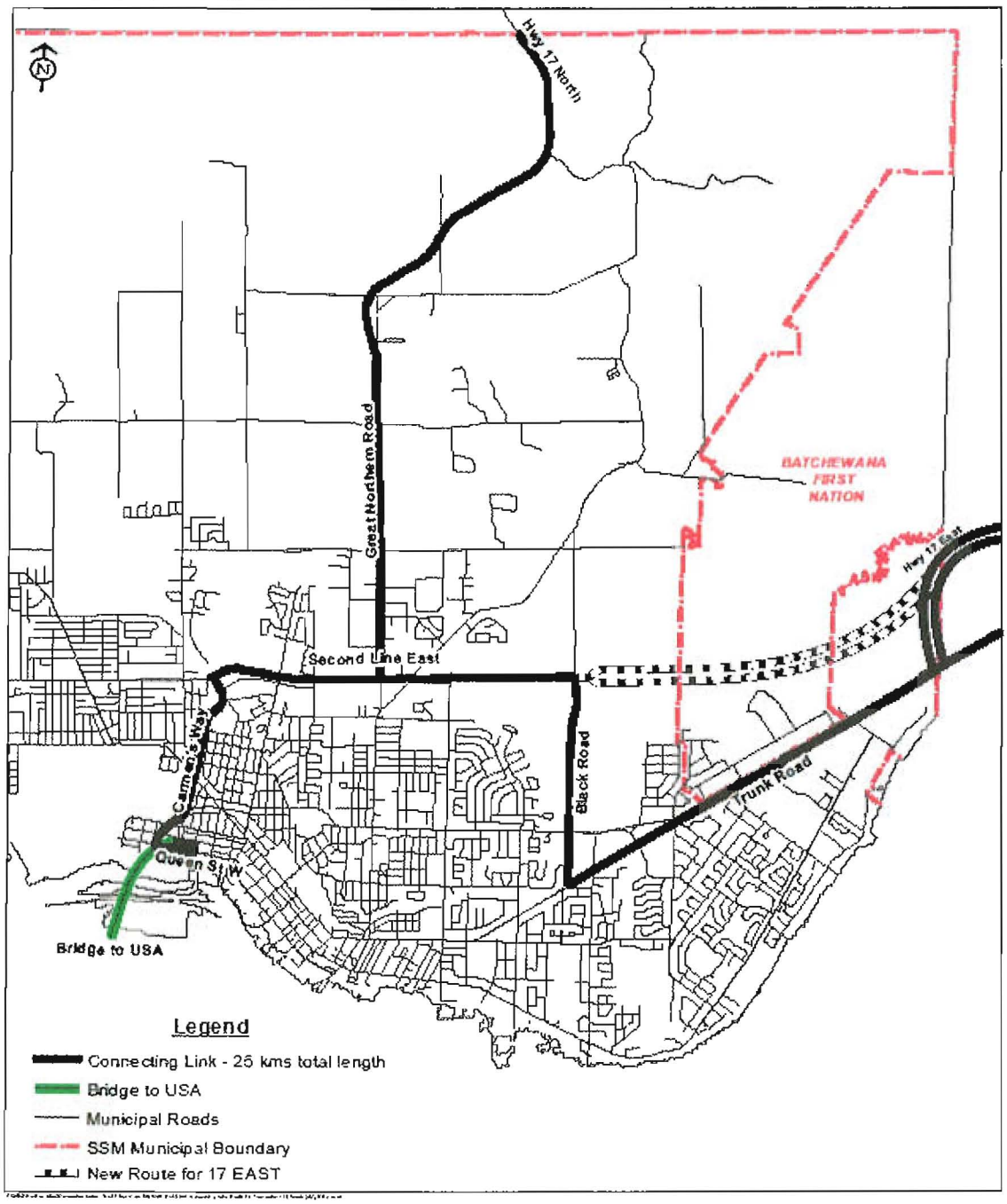
cc. The Honourable David Orazietti, MPP, Sault Ste. Marie
Joe Fratesi, CAO, Sault Ste. Marie
Jerry Dolcetti, Commissioner of Engineering & Planning
Don Elliott, Director of Engineering & Planning

P.O. Box 580 – Civic Centre
99 Foster Drive, 4th Level
Sault Ste. Marie, Ontario
(705) 759-5344 ~ Fax (705) 541-7171

Mayor
Debbie Amaroso

The Corporation
of the
City of Sault Ste. Marie

Connecting Links and By-Pass Route -- Sault Ste Marie Roads



99 Foster Drive, 4th Level
Sault Ste. Marie, Ontario
(705) 759-5344 ~ Fax (705) 541-7171

Debbie Amaroso
Mayor



Corporation of the
City of Sault Ste. Marie

September 26, 2014

Ministry of Transportation
Corporate Correspondence Unit
3rd Floor, Ferguson Block
77 Wellesley Street West
Toronto, Ontario M7A 1Z8

RE: MTO CANCELLATION OF CONNECTING LINK FUNDING, AND ROUTE PLANNING AND ENVIRONMENTAL ASSESSMENTS FOR A NEW ROUTE FOR HWY 17

Dear Minister Del Duca:

I would like to express my appreciation for your time and the discussion we had at the AMO conference in August. I trust you agree that Sault Ste. Marie should not be made fully responsible for upgrades and maintenance of the TransCanada Highway in Sault Ste. Marie, and that Provincial assistance is warranted.

The heart of the matter remains the two recent major decisions by MTO that negatively affect our City: cancellation of the Connecting Link Program and suspension of Environmental Assessments for a New Route for Highway 17. Sault Ste. Marie is now entirely responsible for all aspects of construction, resurfacing, maintenance and winter control for the TransCanada Highway within our municipal boundaries. This is a responsibility that has been shared up until now, given that MTO has divested itself of responsibility.

Our Capital Roads Upgrade Program totaled $19M in 2014. A full $7M is being spent on former Connecting Links including resurfacing a portion of Great Northern Road and the second phase of the widening of Second Line East. Although, it is acknowledged that $2M of the Second Line project is funded through the Small, Rural and Northern Municipalities Infrastructure Fund (SRN-MIF), it is unfortunate that we have had to use that fund for projects which had been previously funded through a program designed specifically for municipalities that are not by-passed.

Council recently approved that the City's Expression of Interest under the Ontario Community Infrastructure Fund (OCIF) be for the third phase of the widening of Second Line East, however, the City believes that this should not be a long term substitute for annual Connecting Link funding.

P.O. Box 580, 99 Foster Drive ~ Sault Ste. Marie, Ontario ~ P6A 5N1
705-759-5344 ~ mayor.amaroso@cityssm.on.ca

Debbie Amaroso
Mayor



Corporation of the
City of Sault Ste. Marie

Sault Ste. Marie is particularly hard hit financially given our downtown connection to the US Interstate system. Sudbury and Thunder Bay, for example, are fully by-passed by roads within the municipal boundaries that are completely the responsibility of the Province.

In summary, I repeat the request that I made in my letter to you of July 25th, 2014 (copy attached), that MTO consider the following:

- Establish or re-establish a form of ongoing annual funding in recognition of the Provincial responsibility to meet the resurfacing, widening and reconstruction needs of former connecting links in Sault Ste. Marie; and,

- Consideration of contribution of provincial funds for maintenance, line painting and winter control on arteries that carry provincial traffic; and,

- Re-assumption by MTO of portions of Highway 17 within the City Limits, such as the portion north of Fourth Line to the north City limit, including the three bridge structures so that it is once again Provincial responsibility as in the past; and,

- Renew efforts to complete the connection of Highway 17 (New) to Second Line at Black Road, and/or complete a by-pass around Sault Ste. Marie to connect Hwy. 17 North and 17 East.

Thank you for your consideration, and I look forward your reply.

Sincerely,
Debbie Amaroso
MAYOR

c The Honourable David Orazietti, MPP, Sault Ste. Marie
Joe Fratesi. CAO, Sault Ste. Marie
Jerry Dolcetti, Commissioner of Engineering and Planning
Don Elliott. Director of Engineering Services

attachment

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AGE FRIENDLY SAULT STE MARIE

Community Assessment Report

Prepared for the World Health Organization, Sault Ste. Marie City Council and the City of Sault Ste. Marie

September 2014

GREETINGS FROM MAYOR DEBBIE AMAROSO



As Mayor of Sault Ste. Marie, I am pleased to present you with the Community Assessment Report for Age-Friendly Sault Ste. Marie. So far, our journey on becoming an Age-Friendly Community has lasted three years. Those three years have been exciting, educational and have certainly brought a better and more comprehensive understanding of our community as a whole.

Age-Friendly Communities have started to become a global trend over the past five to ten years. I believe that they are becoming more of a necessity than an option. We need to ensure there are services and infrastructure in place to support our community throughout the years to come. In the case of our community, Sault Ste. Marie, Ontario, we have a large aging demographic (predicted by Stats Can to have 30% of citizens 65 years of age and older by 2018). Sault Ste. Marie is not alone in this; most of the Algoma Region (surrounding geographical area), is facing the same trend in the coming years.

The World Health Organization's Age-Friendly Communities Initiative was an attractive option when looking at options to address the aging of our baby boomers. It was important to our City Council that we tackle this issue with a holistic attitude, instead of concentrating on a singular issue. Not only does the Age-Friendly Communities approach address some of the challenges Sault Ste. Marie will experience from our aging demographics, it offers the necessary skills, tools and future planning to provide a healthy and supportive life for *all* ages. From Senior Services, to Parks and Recreation and Youth Engagement, Age-Friendly Communities covers it all.

Our Age-Friendly Community Initiative has not been without its challenges, however; I am happy to say we have faced those challenges head-on. Fortunately, we were able to pull together an amazing steering committee, consisting of Social Services, Public Health, Senior Services and Community Development professionals. City Staff from the Mayor's Office and the Planning Department were also present on the Steering Committee. Without this dedicated group of individuals, our Assessment Process would not have be what it is today.

I would like to thank our Steering Committee, dedicated focus groups and the entire community for your input throughout this assessment period. We have gathered an immense amount of data and have been able to create a report which will launch us into our Age-Friendly Action Plan. I am looking very forward to the next step in becoming Age-Friendly and invite any and all inquiries, questions and comments about our progress thus far.

Let's live a long life… to the fullest.

Sincerely,

Debbie Amaroso

Debbie Amaroso
Mayor of Sault Ste. Marie

AGE-FRIENDLY SAULT STE. MARIE: FORMAT OF ASSESSMENT

"Year 1-2: A comprehensive and inclusive baseline assessment of the age-friendliness of the city or community. This needs to be rigorous but can be flexible. At a minimum, it needs to at least consider each of the eight domains identified in the Global Age-friendly Cities guide." (Network Cycle on Continuous Improvement. WHO, 2002)

This assessment was the first step in a five year process in which the City of Sault Ste. Marie is taking necessary actions to incorporate Age-Friendly initiatives in to its strategic plan. In order to complete the assessment, the eight domains (as identified by the World Health Organization) were separated into four phases. Each assessment phase was conducted in a three month period through a number of focus groups and surveys.

Phase One	Housing	Community and Health Services
Phase Two	Outdoor Spaces and Buildings	Transportation
Phase Three	Social Participation	Respect and Social Inclusion
Phase Four	Civic Participation and Employment	Communication and Information

On August 13th 2012 the 'Phase One: Age-Friendly Sault Ste. Marie' report was brought forward to council. Phase One was dedicated to assessing Housing and Community and Health Services in Sault Ste. Marie. Since the report was accepted as information, it has been forwarded on to the appropriate departments so they may work the assessment into their future action plans. The Phase Two report, which assessed Transportation and Outdoor Spaces and Buildings, was presented to council in January of 2013. The Phase Three report assessed Respect and Social Inclusion and Social Participation; it was brought before council in May of 2013. Phase Four, the final report in the Age-Friendly Community assessment, was brought before council in February 2014

No domain holds more importance than another. The categories were prioritized by Mayor Amaroso as most critical to least critical to the community at the present time.

It is important to note that throughout the assessment, appropriate public perception of the initiative proved to be a difficult challenge. The steering committee struggled with ensuring the public was aware that the initiative would positively affect *all ages*, including youth and young professionals, not exclusively seniors. As the committee moves forward, all proper media strategies will be in place to market Age-Friendly Sault Ste. Marie as an initiative that creates a better quality of life for the entire community.

Age-Friendly Steering Committee

It was important to have a steering committee put in place for the Age-Friendly Sault Ste. Marie Initiative before the assessment phase started. Lead by co-chairs Mayor Debbie Amaroso and past city councillor Peter Vaudry, a steering committee was created, with representation from the following organizations:

- The Mayor's Office
- Mental Health and Addictions Board
- Sault Ste. Marie City Council
- Sault Ste. Marie Public Libraries
- Sault Ste. Marie Seniors Centres
- Seniors Health Advisory Committee
- One Square Meal (local business catering to seniors' needs)
- Accessibility Advisory Committee
- Sault Rising Stars (seniors' social inclusion club)
- City of Sault Ste. Marie Planning department

The Age-Friendly steering committee played an instrumental role in the community assessment. The group was well-rounded with a variety of expertise. There was a large representation of seniors on the committee. Their knowledge helped with both the collection of information and the format of the assessment.

Survey Format

An explanation of the Age-Friendly concept is written at the top of the first page, as well as guidance on how to fill out the surveys. Each guideline statement was followed by an accuracy rating scale and space for comments. The accuracy rating scale was reduced from five ratings to three after phase two (to simplify data collection) and the statements were turned into questions. After Phase One, there was one minor change; after brief deliberation we have changed the phrase "from three to 83 years of age…" to "from three to 93 years of age…" to express inclusivity to respondents. This format was kept for the remainder of the assessment as not to confuse respondents and keep consistency.

Availability

The Age-Friendly Surveys were made available online and at public locations throughout the community. The steering committee tried, at best, to place hard copies in one or more locations per city ward. The locations are as follows:

Websites

- Algoma Public Health - http://www.ahu.on.ca/index.aspx?l=,1,2,3

- Mayor Amaroso's Social Media Sites – www.facebook.com/saultmayor
  www.twitter.com/saultmayor
- Community Engagement Coordinator Social Media Sites— www.twitter.com/saultengagement
  www.saultengagement.wordpress.com
- Retired Elementary Teachers Ontario – https://www.rto-ero.org/
- Libraries – http://www.ssmpl.ca/

Public Drop Box Locations

- Cambrian Mall
- John Rhodes Community Centre
- Senior Drop In Centre
- Steelton Centre
- Three Library Branches (Main, Korah, Churchill)
- Civic Centre

The steering committee assessed the number of respondents at each location and those with fewer than 3 survey responses per location were removed. If there were requests for surveys in those areas, a hard copy of the survey was mailed directly to the citizen.

Focus Groups

Several community organizations and groups were approached for consultation and participation throughout the Age-Friendly Sault Ste. Marie assessment. These focus groups provided consistency and ensured a high level of participation throughout the assessment. The following community groups were consulted during one or more phase;

- The Canadian Red Cross
- Seniors Health Advisory Committee
- Sault Rising Stars
- Canada Girl Guides
- Sault Ste. Marie Urban Aboriginals
- Seniors Centre users

The Age-Friendly Sault Ste. Marie Assessment had over 2500 participants.

PHASE ONE: HOUSING

Results from the Housing assessment are as follows:

Critical issues:

"Sufficient, affordable housing is available in the areas that are safe and close to services and the rest of the community." This statement ranked very low with 31.5% of respondents describing it as somewhat inaccurate and 42.4% of respondents describing it as very inaccurate.

"Sufficient and affordable housing for frail and disabled older people, with appropriate services, is provided locally." This statement ranked very low with 25.5% of respondents describing it as somewhat inaccurate, and 35.4% of respondents describing it as very inaccurate.

Non-Critical issues (positive feedback)

"Housing is well-constructed and provides sage and comfortable shelter from the weather." This statement ranked fairly high with 31.2% of respondents describing it as somewhat accurate, and 15.2% of respondents describing it as very accurate.

"Interior spaces and level surfaces allow freedom of movement in all rooms and passageways." This statement ranked high with 23.4% of respondents describing it as somewhat accurate, and 9.9% of respondents describing it as very accurate.

Next steps

The City of Sault Ste. Marie in partnership with the District of Sault Ste. Marie Social Services Administration Board hired OrgCode Consulting Inc. to write the Sault Ste. Marie Housing and Homelessness Plan Update. This plan addresses the critical issues that the community identified through the Phase One Housing assessment.

"As noted in the commentary on demographics, the population of Sault Ste. Marie is aging. While "aging in place" will be possible for many residents, there is a tendency for some older households to transition from ownership housing to rental accommodation later in life. It is possible for a number of households in Sault Ste. Marie to be "over-housed" (having more bedrooms and living space required for the number of housing occupants) not out of choice, but because of insufficient supply in the rental market to meet demand. With insufficient rental housing this transition to apartments will become more challenging, and demand from both older residents seeking to downsize their housing and younger residents forming new households may exacerbate the issue.

In addition, seniors with fixed incomes may require access to rent-geared-to-income housing or other forms of housing subsidy. Over time there may be more demand for housing units that are accessible, as well as for affordable assisted living options that will help residents age in place and remain independent for as long as possible." – Sault Ste. Marie Housing and Homelessness Plan Update, July 2014

The Housing and Homelessness Plan outlines 5 long-term strategic directions, with the first being "Expand Access to Affordable Housing in the Service Area". Age-Friendly Sault Ste. Marie Housing specific action items are as follows:

Objective 1.1: Continue to encourage and facilitate the addition of new rental housing and affordable ownership housing to reduce pressure on social housing stock.

> *Action item 1.1.1: Encourage the City of Sault Ste. Marie to approval the new affordable housing policies in the Sault Ste. Marie Draft Official Plan.*
>
> *Action item 1.1.2: Recommend that the City of Sault Ste. Marie designate affordable housing as an eligible community benefit in the Sault Ste. Marie Community Improvement Policy.*
>
> *Action item 1.1.3: Recommend that the City of Sault Ste. Marie designate a "point person" in the Planning Department to provide guidance and assistance for proponents that incorporate affordable or non-profit housing.*
>
> *Action item 1.1.5: Consider offering limited financial assistance to help homeowners add secondary suites in Sault Ste. Marie…. With preference given to those that incorporate accessibility features.*

Objective 1.3: Develop a long-term financial plan including new social housing stock, preventative maintenance and capital reserve on existing social housing stock.

> ***Action item 1.3.2: Work with the Accessibility Advisory Committee to ensure that new affordable housing units are "barrier free" to address the needs of people with disabilities and support aging in place for older residents.***

Age-Friendly Action Item

Recommend that geared-to-income housing, affordable housing and seniors housing are located in well serviced areas including, but not limited to, health services, accessible transportation and grocery stores.

PHASE ONE: COMMUNITY AND HEALTH SERVICES

Results from the Community and Health Services assessment are as follows:

Critical Issues

"Health and social services are conveniently located and accessible by all means of transport." This statement ranked low with 33.3% of respondents describing it as inaccurate, and 41.2% of respondents describing it as somewhat accurate.

"Clear and accessible information is provided about health and social services for older people." This statement ranked low with 31.4% of respondents describing it as inaccurate, and 49% of respondents describing it as somewhat accurate.

"The delivery of services is coordinated and administratively simple." This statement ranked low with 50.9% of respondents describing it as inaccurate, and 38.2% of respondents describing it as somewhat accurate.

Non-Critical Issues (positive feedback)

"Health and community service facilities are safely constructed and accessible." This statement ranked high with 52.9% of respondents describing it as somewhat accurate and 33.3% of respondents describing it as accurate.

"Voluntary services by people of all ages are encouraged and supported." This statement ranked high with 40.4% of respondents describing it somewhat accurate, and 44.2% of respondents describing it as accurate.

"There are sufficient and accessible burial sites." This statement ranked high with 45.8% of respondents describing it as somewhat accurate and 37.5% of respondents describing it as accurate.

Next Steps

The Age-Friendly Sault Ste. Marie initiative will address first and foremost the issues that are within the Corporation of the City of Sault Ste. Marie's purview. There will be, and have been, opportunities for partnership in order to address issues outside of that scope, but for the purpose of this report, the steering committee can only comment on the partnerships already developed, and what the Corporation can integrate into their city plan. This domain has some guidelines that need community partnerships in order to address the critical issues.

Sault Ste. Marie Transit Services currently offers 9 different bus lines, servicing the entire city. As the northern area of the city continues to develop, Transit Services will be altering their bus routes in order to service the higher traffic areas of the city. This will be discussed further in the report during Phase Two: Transportation.

Additionally, respondents identified a need for clear and concise information through the entire assessment, including the need for an increase in health services communication. The Corporation of the City of Sault Ste. Marie can work to ensure their media material includes accessibility information, and that they share information on public health both online and in their facilities. Algoma Public Health, Sault Ste. Marie's public health provider, has been in the process of revamping their public relation policies. To read more on their communication strategy, please visit: www.algomapublichealth.com

Age-Friendly Action Items

Recommend that Transit Services assess current routes to ensure they are vital, in high demand, and provide quick and easy access to community and health services.

Recommend that community services offered by the Corporation are advertised and communicated to the public through appropriate partnerships.

PHASE TWO: TRANSPORTATION

Results from the Transportation assessment are as follows:

Critical Issues

"All city areas and services are accessible by public transport, with good connections and well-marked vehicles." This statement ranked low with 47% of respondents describing it as somewhat accurate, and 36% of respondents describing it as inaccurate.

"A voluntary transport service is available where public transportation is too limited." This statement ranked low with 38%of respondents describing it as somewhat accurate, and 38% of respondents describing it as inaccurate.

"Taxis are accessible and affordable, and drivers are courteous and helpful." This statement ranked low with 38.5% of respondents describing it as somewhat accurate, and 38.5% of respondents describing it as inaccurate.

Non-Critical Issues (positive feedback)

"Public transportation costs are consistent, clearly displayed and affordable." This statement ranked high with 42.5% of respondents describing it as accurate and 42.5% of respondents describing it as somewhat accurate.

"Vehicles are clean, well-maintained, accessible, not overcrowded and have priority seating that is respected." This statement ranked high with 52% of respondents describing it as accurate, and 37% describing the statement as somewhat accurate.

"Specialized transport is available for disabled people." This statement ranked high with 65% of respondents describing it as accurate, and 29% describing the statement as somewhat accurate.

"Drivers stop at designated stops and beside the curb to facilitate boarding and wait for passengers to be seated before driving off." This statement ranked high with 54% of respondents describing it as accurate, and 27% describing the statement as somewhat accurate.

"Complete and accessible information is provided to users about routes, schedules and special needs facilities." This statement ranked high with 51% of respondents describing it as accurate, and 35% describing the statement as somewhat accurate.

"Roadways are free of obstructions that block driver's vision." This statement ranked high with 58% of respondents describing it as accurate, and 38% describing the statement as somewhat accurate.

"Traffic signs and intersections are visible and well-placed." This statement ranked high with 52% of respondents describing it as accurate, and 43% describing the statement as somewhat accurate.

"Parking and drop-off areas are safe, sufficient in number and conveniently located." This statement ranked high with 48% of respondents describing it as accurate, and 35% describing the statement as somewhat accurate.

Next Steps

Currently, the City of Sault Ste. Marie Transit Services has 9 Parabuses in operation, offering 58 hours of service per weekday and 25 hours of service per weekend day. Additionally, the City offers 32 trips per day through contracted services. Transit Services has acknowledged the need for specialized transit in the community, and is looking at different funding models in order to address this gap. In recent years Transit Services increased Parabus services from 40 hours per day to 58.

Transit Services will be reviewing their long term transit plan (through the hiring of a consultant) in the near future. They plan to hold public consultation sessions, as well as consider the changing demographics in the community. In the past five years, Transit Services has changed several routes to accommodate changing demands from transit riders.

Transit Services now requests that contract taxies are accessible. They currently have two accessible taxis in their fleet.

Age-Friendly Action Items

Recommend that Council investigate the feasibility of an additional Parabus and dispatcher in the budget for Transit Services.

Recommend a community bus service runs on weekends to recreational areas such as Hiawatha, Point des Chenes, etc.

Encourage City Council determine the effectiveness of a by-law on taxi accessibility.

PHASE TWO: OUTDOOR SPACES AND BUILDINGS

Results from the Outdoor Spaces and Buildings assessment are as follows:

Critical Issues

"Pavements are well-maintained, free of obstructions and reserved for pedestrians." This statement ranked low with 30% of respondents describing it as inaccurate, and 41% of respondents describing it as only somewhat accurate.

"Pedestrian crossings are sufficient in number and safe for people with different levels and types of disability, with nonslip marks, visual and audio cues and adequate crossing times." This statement ranked low with 29% of respondents describing it as inaccurate, and 50% of respondents describing it as somewhat accurate.

"Cycle paths are separate from pavements and other pedestrian walkways." This statement ranked low with 48% of respondents describing it as inaccurate, and 43% of respondents describing it as somewhat accurate.

"Special customer service arrangements are provided, such as separate queues for or service counters for older people." This statement ranked low with 28% of respondents describing it as inaccurate, and 47% of respondents describing it as somewhat accurate.

"Public toilets outdoors and indoors are sufficient in number, clean, well-maintained and accessible." This statement ranked low with 45% of respondents describing it as inaccurate, and 41% of respondents describing it as somewhat accurate.

Non-Critical Issues (positive feedback)

"Public areas are clean and pleasant." This statement ranked high with 58% of respondents describing it as somewhat accurate and 33% of respondents describing it as accurate.

"Green spaces and outdoor seating are sufficient in number, well-maintained and safe." This statement ranked high with 62% of respondents describing it as somewhat accurate and 29% of respondents describing it as accurate.

"Pavements are nonslip, are wide enough for wheelchairs and have dropped curbs to road level." This statement ranked high with 44% of respondents describing it as somewhat accurate and 34% of respondents describing it as accurate.

Next Steps

As outlined in the City's 2011-2014 Strategic Plan, under Objective 3A- Recreational/Cultural Infrastructure, the Engineering and Planning Department, Public Works and Transportation Department and the Sault Trail Advocacy Committee began the implementation of the Cycling Master Plan. This includes the completion of the Hub Trail to Hwy 17 N; and the Hub Trail to the West End Community Center.

Under Objective 1B-Transportation Network Improvements, improved pedestrian and vehicular traffic flow was a result of long range capital road construction in the northeast area of the city. Additionally, the Plan addresses downtown revitalization which will improve pedestrian walkways in the downtown core.

Age-Friendly Action Items

Recommend accessible public restrooms are installed along the Hub Trail and at Bellevue Park.

Recommend bicycle paths are constructed on Queen Street, Pine Street, sections of 2nd Line, Wallace Terrace and other high traffic routes.

Recommend audio cues, sensory and visual cues are installed on all crosswalks starting with highest traffic areas (e.g. Great Northern Road).

Encourage City Council to continue implementation of the Cycling Master Plan.

PHASE THREE: SOCIAL PARTICIPATION

Results from the Social Participation assessment are as follows:

Critical Issues

"There is a consistent outreach to include people at risk of social isolation." This statement ranked very low with 42% of respondents describing it as somewhat accurate, and 42% of respondents describing it as inaccurate.

"Events are held at times convenient for older people." This statement ranked low with 57.5%of respondents describing it as somewhat accurate, and 15% of respondents describing it as inaccurate.

Non-Critical Issues (positive feedback)

"Venues for events and activities are conveniently located, accessible, well-lit and easily reached by public transport." This statement ranked high with 37% of respondents describing it as accurate and 51% of respondents describing it as somewhat accurate.

"A wide variety of activities is offered to appeal to a diverse population of older people." This statement ranked high with 25% of respondents describing it as accurate, and 54.5% describing the statement as somewhat accurate.

"Gatherings including older people are held in various local community spots, such as recreation centres, schools, libraries, community centres and parks." This statement ranked high with 38% of respondents describing it as accurate, and 45% describing the statement as somewhat accurate.

"Complete and accessible information is provided to users about routes, schedules and special needs facilities." This statement ranked high with 51% of respondents describing it as accurate, and 35% describing the statement as somewhat accurate.

"Activities can be attended alone or with a companion." This statement ranked high with 51% of respondents describing it as accurate, and 46% describing the statement as somewhat accurate.

"Activities and attractions are affordable, with no hidden or additional participation costs." This statement ranked high with 30% of respondents describing it as accurate, and 57.5% describing the statement as somewhat accurate.

Next Steps

Overall, Sault Ste. Marie received positive feedback through the Social Participation assessment. Since this domain is heavily influenced by outside organizations and their mandates (sports groups, hobby clubs, etc.), the City of Sault Ste. Marie has limited power over direct changes.

The City of Sault Ste. Marie applied for a federal grant, the New Horizons for Seniors Program, during 2013, and received over $18,000 in 2014 to increase social participation programming for seniors (including intergenerational programming). These programs are administered through the City's Senior Centres. The Senior Centres received very positive feedback through the Social Participation assessment in all related guidelines.

Age-Friendly Action Items

Recommend that accessibility information is required on all City media releases and advertising material.

Encourage Council to continue to support seniors programming both externally and through the Senior Centres.

PHASE THREE: RESPECT AND SOCIAL INCLUSION

Results from the Respect and Social Inclusion assessment are as follows:

Critical Issues

"Community-wide settings, activities and events attract all generations by accommodating age-specific needs and preferences." This statement ranked low with 42% of respondents describing it as inaccurate, and 25% of respondents describing it as only somewhat accurate.

"Older people who are less well-off have good access to public, voluntary and private services." This statement ranked low with 36% of respondents describing it as inaccurate, and 28% of respondents describing it as somewhat accurate.

Non-Critical Issues (positive feedback)

"Older people are regularly consulted by public, voluntary and commercial services on how to better serve them." This statement ranked high with 46% of respondents describing it as somewhat accurate and 38.5% of respondents describing it as accurate.

"Services and products to suit varying needs and preferences are provided by public and commercial services." This statement ranked high with 54% of respondents describing it as somewhat accurate and 31% of respondents describing it as accurate.

"Older people are regularly consulted by public, voluntary and commercial services on how to better serve them." This statement ranked high with 46% of respondents describing it as somewhat accurate and 38.5% of respondents describing it as accurate.

"Older people are specifically included in community activities for "families"." This statement ranked very high with 67% of respondents describing it as somewhat accurate and 33% of respondents describing it as accurate.

"Schools provide opportunities to learn about ageing and older people, and involve older people in school activities." This statement ranked very high with 45.5% of respondents describing it as somewhat accurate and 54.5% of respondents describing it as accurate.

Older people are recognized by the community for their past as well as present contributions. This statement ranked very high with 50% of respondents describing it as somewhat accurate and 41.5% of respondents describing it as accurate.

Next Steps

Much like during the Social Participation assessment, Sault Ste. Marie received positive feedback through the Respect and Social Inclusion assessment. This domain is also heavily influenced by outside organizations and their mandates (nonprofits, volunteer clubs, etc.), the City of Sault Ste. Marie has limited power over direct changes.

However, the City of Sault Ste. Marie currently has a number of programs in place that relate to these guidelines. The City awards exceptional volunteers in the community through a number of annual ceremonies. All City Staff are required to complete customer service training; some training is more thorough depending on department.

Age-Friendly Action Items

Encourage Council to continue to request feedback from seniors relating to City operations through public consultation.

PHASE FOUR: COMMUNICATION AND INFORMATION

Results from the Communication and Information assessment are as follows:

Critical Issues

"Regular and widespread distribution of information is assured and a coordinated, centralized access is provided." This statement ranked low with 45% of respondents describing it as somewhat accurate, and 31% of respondents describing it as inaccurate.

Non-Critical Issues (positive feedback)

"Public and commercial services provide friendly, person-to-person service on request." This statement ranked very high with 37% of respondents describing it as accurate, and 47% describing the statement as somewhat accurate.

"A wide variety of activities is offered to appeal to a diverse population of older people." This statement ranked high with 25% of respondents describing it as accurate, and 54.5% describing the statement as somewhat accurate.

Next Steps

The theme of Communication and Information was present in the assessment of every other domain the steering committee reviewed. The need for adequate communication is instrumental in order to roll out programs and services properly to the community. From the perspective of the City of Sault Ste. Marie, one of the largest hubs of information is the City Website. There were numerous comments related to the need of a website refresh and a greater online presence. Since the beginning of the Age-Friendly assessment, the City of Sault Ste. Marie has started a website refresh and has an active Twitter account.

The New Horizons for Seniors Program also funded a staff person to review the current seniors' community and health services directory. This directory will be available online and in print. Accessibility information on City facilities will be provided.

Age-Friendly Action Items

Recommend Council increase the IT department's staff wages budget in order to hire a permanent Webmaster.

PHASE FOUR: CIVIC PARTICIPATION AND EMPLOYMENT

Results from the Civic Participation and Employment assessment are as follows:

Critical Issues

"A range of flexible and appropriately paid opportunities for older people to work is promoted." This statement ranked fairly low with 34% of respondents

Non-Critical Issues (positive feedback)

"A range of flexible options for older volunteers is available, with training, recognition, guidance, and compensation for personal costs." This statement ranked high with 58% of respondents describing it as somewhat accurate and 42% of respondents describing it as accurate.

"Discrimination of age alone is forbidden in hiring, retention, promotion and training of employees." This statement ranked high with 13% of respondents describing it as somewhat accurate and 63% of respondents describing it as accurate.

"Decision-making bodies in public, private and voluntary sectors encourage and facilitate membership in their organization for older people." This statement ranked high with 67% of respondents describing it as accurate.

Next Steps

The Civic Participation and Employment assessment received the lowest amount of respondents throughout the entire process. Unfortunately, this skewed the data significantly and therefore the steering committee relied heavily on the focus group conversations for quality feedback. The data described above is not reflective of a large sample size and must be taken with a grain of salt.

The focus groups provided feedback on several items in this category including several suggestions;

- There should be a discount program for those who are volunteering but still need resources to do so (gas, food, transit, etc.)
- Post-secondary institutes offering classes at no or little charge to seniors.
- Clear and concise information on requirements and application processes to sit on Council appointed committees.

Acknowledgements

The World Health Organization – Age Friendly Communities

Sault Ste. Marie City Council

The City of Sault Ste. Marie

- Mayor's Office
- Clerk's Department
- Community Services Department
- Finance Department
- Information Technology Department
- Planning Department
- Transit Services

8-80 Cities

Algoma Public Health

Girl Guides Canada

One Square Meal

Retired Elementary Teachers of Ontario

Sault Rising Stars

Sault Ste. Marie Francophones

Sault Ste. Marie Public Libraries

Sault Ste. Marie Urban Aboriginals

Seniors Health Advisory Board

Seniors Rights Protection Council

The Cambrian Mall

The Canadian Red Cross

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

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2014 09 29

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. **Benjamin Ayton – Community Services – Pools Division**
   Pro Aquatic Conference
   November 4 – 7, 2014
   Minett, ON
   Estimated total cost to the City - $ 1,732.77
   Estimated net cost to the City - $ 1,732.77

2. **Madison Zuppa – Engineering & Planning**
   Latornell Conservation Symposium
   November 18 - 20, 2014
   Alliston, ON
   Estimated total cost to the City - $ 1,632.62
   Estimated net cost to the City - $ 1,632.62

3. **Joanne Pearson – Social Services – Social Housing Division**
   HIFIS Training Workshop
   October 20 – 22, 2014
   Ottawa, ON
   Estimated total cost to the City - $ 1,449.85
   Estimated net cost to the City - $ 0.00

4. **Peter Liepa – Finance – Tax & Licence Division**
   Municipal Liaison Group (MPAC)
   October 16, 2014
   Pickering, ON
   Estimated total cost to the City - $ 769.01
   Estimated net cost to the City - $ 769.01

5. **Christine Nenonen – Human Resources**
   Labour Relations Foundations
   October 19 – 24, 2014
   Kingston, ON
   Estimated total cost to the City - $ 7,575.00
   Estimated net cost to the City - $ 7,575.00

6. **Kevin Lavergne – Engineering & Planning – Building Division**
   OBOA Training Course – House 2012
   October 20 – 24, 2014
   Vaughn, ON
   Estimated total cost to the City - $ 2,066.79
   Estimated net cost to the City - $ 2,066.79

7. **Ramona McLennon – Social Services – Ontario Works Division**
   ASI Training/Service Initiative
   October 15-16, 2014
   Toronto, ON
   Estimated total cost to the City - $ 605.44
   Estimated net cost to the City - $ 605.44

Yours truly,



JMF: bb

Joseph M. Fratesi
Chief Administrative Officer

COUNCIL REPORT

September 29, 2014

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

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

DEPARTMENT: **Finance Department**

RE: **RFP for Enterprise Document Management System (2014IA04P)**

PURPOSE

Attached hereto for your information and consideration is a report prepared on behalf of the Evaluation Committee concerning proposals received for the provision of an Enterprise Document Management System with the initial implementation to take place in the Building Division.

BACKGROUND

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on June 19, 2014.

ANALYSIS

Proposals from twelve (12) proponents were received prior to the closing date and evaluated by a committee comprised of staff from Information Technology Division – Finance Department; Clerks Department; and Purchasing Division – Finance Department.

After initial review, the committee selected four (4) proponents to be short listed and provide demonstrations of their proposed systems:

MC Imaging Technologies (Laserfiche Solution)
Octacom Document Management Solutions (iDatix, Isynerygy Solution)
WWWorks (Contentverse Solution)
Xerox Canada Ltd. (Docushare Solution)

Subsequent to the demonstrations, the proponent scoring the highest in the evaluation process was Xerox Canada Ltd. (Docushare Solution).

IMPACT
Funding for the implementation of this system in the amount of $100,000.00 was approved in the 2013 Capital from Current Budget. Xerox Canada Ltd. has proposed a price of $70,949.68 plus H.S.T. for the initial implementation and support.

STRATEGIC PLAN
The establishment of an Electronic Data Management System is listed as an activity in the Corporate Strategic Plan under Strategic Direction 2 – Delivering Excellent Services – Objective 2B – Process Management and Objective 2D – Technical Innovation.

RECOMMENDATION
Resolved that the report of the Manager of Purchasing dated 2014 09 29 be received and the recommendation that the proposal submitted by Xerox Canada Ltd. to provide an Enterprise Document Management System for the Corporation at a price of $70,949.68 plus H.S.T., be approved.

Respectfully submitted,

Tim Gowans
Manager of Purchasing

Recommended for approval,

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

Recommended for approval,

Joseph M. Fratesi
Chief Administrative Officer

TG:nt

COUNCIL REPORT

September 29, 2014

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

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

DEPARTMENT: **Finance Department**

RE: **RFP for Landfill GPS Mapping System (2014WB03P)**

PURPOSE

Attached hereto for your information and consideration is a report prepared on behalf of the Evaluation Committee concerning proposals received for the provision of a Landfill GPS Mapping System as required by the City Public Works & Transportation Department.

BACKGROUND

The Request for Proposal was distributed to the proponents identified by AECOM Consulting as qualified to supply this specialized system. Proposals were required to be submitted for consideration no later than 4:00 p.m. on September 15, 2014.

ANALYSIS

Proposals from three (3) proponents were received prior to the closing date and evaluated by a committee comprised of staff from the Public Works & Transportation Department; AECOM Consulting; and the Finance Department.

The proponent scoring the highest in the evaluation process was Sitech Mid-Canada Ltd. – a Toromont Industries Company.

IMPACT

Funding for this project was approved from the Waste Disposal Reserve in the amount of $130,000.00 at the August 11, 2014 Council Meeting. Sitech Mid-Canada Ltd. has proposed pricing of $72,980 plus H.S.T. for the system.

STRATEGIC PLAN

Implementation of a Landfill GPS Mapping System is not an activity listed in the Corporate Strategic Plan but is complementary to Objective 1A – Environmental Leadership of Strategic Direction 1 – Developing Solid Infrastructure.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2014 09 29 be received and the recommendation that the proposal submitted by Sitech Mid-Canada Ltd. to provide a Landfill GPS Mapping System for the Municipal Landfill, with funding to be drawn from the Waste Disposal Reserve at a price of $72,980.00 plus H.S.T., be approved.

Respectfully submitted,

Tim Gowans
Manager of Purchasing

Recommended for approval,

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

Recommended for approval,

Joseph M. Fratesi
Chief Administrative Officer

TG:nt

COUNCIL REPORT

September 29, 2014

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

AUTHOR: **Peter Liepa, Tax Collector**

DEPARTMENT: **Finance Department**

RE: **Property Tax Appeal**

PURPOSE
Council approval is required pursuant to Section 334 of the Municipal Act.

BACKGROUND
Listing of application(s) received for adjustment of realty taxes pursuant to Section 334 of the Municipal Act.

ANALYSIS
After review, it was determined that no error was made in the tax calculation for the 2013 taxation year.

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

STRATEGIC PLAN
Not applicable.

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

Resolved that the report of the City Tax Collector dated 2014 09 29 concerning the Property Tax Appeal be received and the recommendation to confirm the tax record(s) be approved pursuant to Section 334 of the Municipal Act.

Respectfully submitted,

Peter A. Liepa
City Tax Collector

Recommended for approval,

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

Recommended for approval,

Joseph M. Fratesi
Chief Administrative Officer

attachment

APPLICATION TO COUNCIL TO CANCEL
OR REFUND PROPERTY TAXES PURSUANT TO SECTION 334
OF THE MUNICIPAL ACT, 2001

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

DATE: 9/29/2014

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS TAXES	CANCELLATIONS INTEREST	TOTAL ADJUSTMENT
		334 TAX APPEAL 2013						
030-038-009	00044 Great Northern Rd	Riocan Holding Inc	CT/ST	* See Below	13-0053	**CONFIRMED**		

Certified Correct:

Peter A Liepa
Tax Collector

* Overcharged by reason of a gross or manifest error that is a clerical error , the transpostion of figures , a typographical error or similar type error in the calculations of taxes

COUNCIL REPORT

2014 09 29

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

AUTHOR: **Malcolm White, City Clerk**

DEPARTMENT: **City Clerk's Department**

RE: **2015 Council Meeting Schedule**

PURPOSE
The purpose of this report is to recommend the schedule of regular council meetings for 2015.

BACKGROUND
The recommended schedule is based on past practice, with two meetings per month scheduled except for the months of July, August and December, where one meeting is scheduled.

ANALYSIS
Not applicable.

IMPACT
Not applicable

STRATEGIC PLAN
This is an operational item not linked to the strategic plan.

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

Resolved that the report of the City Clerk dated 2014 09 29 concerning 2015 Council Meeting Schedule be received and that the 2015 schedule for regular meetings of council be approved

Respectfully submitted,

Malcolm White
City Clerk

Recommended for approval,

Joseph M. Fratesi
Chief Administrative Officer

2015 COUNCIL MEETING SCHEDULE

Date	Start Time	Planning
January 12	4:30 p.m.	5:30 p.m.
January 26	4:30 p.m.	5:30 p.m.
February 9	4:30 p.m.	5:30 p.m.
February 23	4:30 p.m.	5:30 p.m.
March 9	4:30 p.m.	5:30 p.m.
March 23	4:30 p.m.	5:30 p.m.
April 13	4:30 p.m.	5:30 p.m.
April 27	4:30 p.m.	5:30 p.m.
May 11	4:30 p.m.	5:30 p.m.
May 25	4:30 p.m.	5:30 p.m.
June 8	4:30 p.m.	5:30 p.m.
June 22	4:30 p.m.	5:30 p.m.
July 13	4:30 p.m.	5:30 p.m.
August 10	4:30 p.m.	5:30 p.m.
September 14	4:30 p.m.	5:30 p.m.
September 28	4:30 p.m.	5:30 p.m.
October 13 (Tuesday)	4:30 p.m.	5:30 p.m.
October 26	4:30 p.m.	5:30 p.m.
November 9	4:30 p.m.	5:30 p.m.
November 23	4:30 p.m.	5:30 p.m.
December 7	4:30 p.m.	5:30 p.m.

COUNCIL REPORT

September 29, 2014

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

AUTHOR: **Malcolm White, City Clerk**

DEPARTMENT: **City Clerk's Department**

RE: **Retirement Home Voting Hours**

PURPOSE

The purpose of this report is to seek Council's approval for reduced hours of voting at various retirement homes in the community.

BACKGROUND

The Municipal Elections Act, 1996 sets out the hours of voting on Voting Day (October 27th) to be from 10:00 a.m. to 8:00 p.m. The Act also permits municipalities to pass a by-law to provide for reduced hours of voting at institutions and retirement homes.

ANALYSIS

Reducing hours of voting at certain retirement homes allows for more efficient utilization of voting staff as the hours can be staggered to allow the voting staff to administer voting at more than one facility. The recommended hours and facilities are as follows:

Sault Area Hospital – Chronic Care patients only (if required) – 10:00 a.m. until all patients have been given the opportunity to vote

F. J. Davey Home – 10:00 a.m. to 4:00 p.m.

Extendicare Maple View – 10:00 a.m. to 3:00 p.m.

Great Northern Retirement Home – 4:00 p.m. to 8:00 p.m.

Van Daele Manor – 10:00 a.m. to 3:00 p.m.

Collegiate Heights Retirement Residence – 4:00 p.m. to 8:00 p.m.

IMPACT
As stated above the reduction of voting hours at retirement homes allows for better utilization of voting staff.

STRATEGIC PLAN
This is an operational item not linked to a current activity in the strategic plan.

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

By-law 2014-228 appears elsewhere on the agenda and is recommended for your approval.

Respectfully submitted,

Malcolm White
City Clerk

Recommended for approval,

Joseph M. Fratesi
Chief Administrative Officer

COUNCIL REPORT

September 29, 2014

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

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

DEPARTMENT: **Engineering and Planning Department**

RE: **Repairs to Municipal Bridges 30 and 32**

PURPOSE

The purpose of this report is to obtain approval to award some repair work of Municipal Bridge No. 32 on Base Line to a Contractor.

BACKGROUND

Through biennial inspections of City bridges it was determined that both concrete approach slabs, portions of the bridge deck and select areas of sidewalk, curb and parapet wall on Bridge No. 32 (Base Line Road, west of Allen's Side Road) were in need of repair. Recent inspections also revealed damage to an existing concrete barrier wall and pedestrian guardrail at the Wellington Street Underpass (Bridge No.30).

The City requested prices from seven (7) contractors and two (2) were received and opened at a public meeting Wednesday, September 10, 2014 at the Civic Centre in the Thompson Room. Present at the opening was Councilor Susan Myers as well as City staff and contractor representatives.

ANALYSIS

Both tenders submitted were found to be complete and are summarized on the attached report. The low tender of **$119,040.00** (excluding HST) was received from George Stone and Sons. This is over the 2014 allowance of $100,000 in the Miscellaneous Construction budget. Through consultation with the low bidder, it was determined that the work to the Base Line bridge along with associated inspection and engineering could be completed for $100,000.

Our consultant has informed us that additional work is required to the underpass based on the 2014 biennial inspection. All work to the underpass (Bridge 30) can be deferred to 2015. Under the Board Order, CN is responsible for 50% of the cost. Deferral will allow staff the time to obtain an agreement prior to

construction. Therefore it is recommended we proceed with the repairs to Bridge 32 only.

IMPACT
When recoverable HST is removed and an allowance for Engineering is added, the cost to complete the work to Bridge No. 32 project is projected to be approximately $100,000. This is within the 2014 Miscellaneous Construction budget allowance for this work.

STRATEGIC PLAN
This is linked to the Strategic Plan through Objective 1B – Transportation Network Improvements.

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

Resolved that the report of the Design & Construction Engineer dated 2014 09 29 concerning repairs to Municipal Bridges No. 30 & No. 32 be received, and that the recommendation to award the repair work for Bridge No. 32 on Base Line Road to George Stone and Sons, be approved.

Bylaw 2014-225 authorizing execution of the contract can be found elsewhere on this evening's agenda

Respectfully submitted,

Carl Rumiel, P. Eng.
Design and Construction Engineer

Recommended for approval,

Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Department

CR/bb
Attach.

TULLOCH ENGINEERING

71 Black Road
Unit 8
Sault Ste. Marie, ON
P6B 0A3

T. 705 949.1457
F. 705 949.9606
TF. 866 806.6602
saultstemarie@TULLOCH.ca
WWW.TULLOCH.ca

September 22, 2014
14-1070

Mr. Carl Rumiel
Design and Construction Engineer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, ON
P6A 5N1

Re: Tender Submission Results
Municipal Bridges No.30 & No.32 Rehabilitation

Dear Mr. Rumiel:

The contract for the rehabilitation of municipal bridges No.30 & No.32 consisted of supplying all labour, materials and equipment necessary to rehabilitate both concrete approach slabs, portions of the bridge deck and select areas of sidewalk, curb and parapet wall on the Base Line Bridge (Bridge No.32). Also included in the scope of work was the repair of an existing concrete barrier wall and rehabilitation of a pedestrian guardrail at the Wellington Street Underpass (Bridge No.30).

A total of seven (7) general contractors were invited to submit a Tender for this project, and five (5) picked up Tender packages. One (1) addendum was issued during the tender process.

We have reviewed the Tender submissions that were publicly opened at the Civic Centre on Wednesday, September 10, 2014 for the above noted project and present herewith our Tender Report.

1.0 Summary of Quotations

A total of two (2) tenders were received in the office of the City Clerk prior to the 3:00 pm deadline on September 10, 2014. The tenders were opened in The Thompson Room of the Civic Centre at 3:15 pm, and recorded. The tender opening was available to the public. A representative from George Stone and Sons was in attendance.

The following were the results of the submitted Tender Values, exclusive of HST, in ascending order of tendered price:

George Stone and Sons	**$119,040.00 + HST**
R.M. Belanger Ltd.	**$139,887.00 + HST**

Both submitted Tender Values were in excess of the budget for this project. After discussions with City Engineering Staff, it was determined that Tulloch would request a price breakdown for each bridge from George Stone and Sons.

George Stone & Sons subsequently submitted price breakdowns as follows:

Wellington Street Underpass (Bridge No.30)	**$36,192.00 + HST**
Base Line Bridge (Bridge No.32)	**$90,639.00 + HST**

2.0 Review of Quotations Received

The quotations were reviewed in detail to ensure that all quotation submission requirements were complied with as stipulated in the Instruction to Bidders, Supplementary General Conditions and the Quotation Submission Form. The following specific comments are noted:

1. All Tender submissions were signed.

2. The Instructions to Bidders and the Quotation Submission Form both required the Tender Submission Form and Schedule of Items and Prices to be sealed. Both tender submissions were submitted sealed, as directed.

3. The Tenders were checked for mathematical errors and omissions. George Stone and Sons provided a unit price for Item No.2 on the Schedule of Items and Prices, which was a unit price for concrete rehabilitation ($/m^3). For the purposes of the Tender, bidders were directed to carry the cost of a quantity of 0.5m^3 of concrete rehabilitation (with the actual quantity being determined by the consultant on site). George Stone and Sons inserted the same value in both columns.

4. The Tender Submission Form required bidders to acknowledge any Addenda received during the Tender period. All those who accepted Tender packages were required to provide a fax number or email address through which all addenda would be issued. Both bidders indicated that they were in receipt of Addendum #1.

5. The Bidders were required to submit Appendices “A” to “C” which outline the bidders’ related work experience, proposed sub-contractors and proposed sub-contractor’s related experience. George Stone and Sons completed Appendix “A” & “B” but did not complete Appendix “C”. R.M. Belanger provided supplement documentation in lieu of Appendix “A”, but did not complete Appendices “B” and “C”.

6. George Stones and Sons submitted Surety’s Consent (Labour/Materials and Performance Bonds). The Supplementary General Conditions indicated that bonding would be a contract requirement, but did not request it to be included as part of the Tender submission.

3.0 Conclusion

We have confidence that both parties who submitted a tender could carry out the work in an acceptable fashion and in accordance with the required timeline. The tender documents have a privilege clause for award of the contract; however, we recommend that The Corporation of the City of Sault Ste. Marie consult legal counsel for advice if required, prior to awarding a contract for this work.

Once you have reviewed the tender submissions and made a decision, please contact us so that we might begin to finalize a contract and establish a work schedule with the successful bidder.

Should you have any questions, or require clarification to any aspect of this project, please feel free to contact the undersigned at your convenience.

Yours truly,

TULLOCH Engineering Inc.



Dan Moody, A.Sc.T.
Structural Designer

DM/dm

COUNCIL REPORT

September 29, 2014

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

AUTHOR: **Frank Coccimiglio, Manager of Information Technology Division**

DEPARTMENT: **Finance Department**

RE: **Immigration Portal – Provincial MCI Innovation Project**

PURPOSE

Information Technology Division is seeking Council approval to enter in a contract agreement with the Provincial Ministry of Citizen and Immigration (MCI) to create an "Automatic Referral Application" to be used on Smartphone or tablet devices to enhance the existing "Discoverthesault.ca" web portal services.

BACKGROUND

March 12th 2007 City Council approved the original contract with the Provincial Ministry of Citizenship and Immigration to develop an Immigration Web Portal. The Web Portal has been a huge success since its launch back in 2009. Five additional project phases have been approved and added since then with the assistance of MCI funding. The City recently submitted an application to MCI under the Innovation Project to fund the creation of an Automatic Referral Application ("App"). This "referral app" will increase the accuracy, simplicity, and convenience of information sharing and enhance newcomers' access to local programs and services.

The Automatic Referral App will be developed to have the capability to accurately send immigrants questions to appropriate service providers that can assist with their needs.

The Ministry has approved the application and has drafted the supporting contract for your consideration. Upon expiration on the contract, it is understood that the "referral app" will be sustained by the City. The agreement sets out that the province will provide the City with funding in the amount of $149,600.00 to create and implement the "Automatic Referral App".

ANALYSIS
Not applicable.

IMPACT
There is no cost to the City therefore, no impact on the 2014 Budget.

STRATEGIC PLAN
The creation of the “referral app” through the MCI Innovation Project is not an activity listed in the Corporate Strategic Plan.

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

Resolved that the report of the Manager of Information Technology dated 2014 09 29 be received, and the recommendation that a contract agreement with the Provincial Ministry of Citizen and Immigration (MCI) to create an “Automatic Referral Application” to be used on Smartphone or tablet devices to enhance the existing “Discoverthesault.ca” web portal services be approved. By-law 2014-208 appears elsewhere on the Agenda authorizing the Ontario Funding Agreement between the City and the Ministry.

Respectfully submitted,

Frank Coccimiglio
Manager of
Information Technology Division

Recommended for approval,

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

Recommended for approval,

Joseph M. Fratesi
Chief Administrative Officer

ONTARIO FUNDING AGREEMENT
Case #: 2014-09-1-38759084

THE AGREEMENT effective as of the 1st day of September, 2014.

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Citizenship, Immigration and International Trade

(the "Province")

- and -

CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "Recipient")

BACKGROUND:

The Province funds projects similar to the Project.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the Project and the Province wishes to provide such funds.

CONSIDERATION:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

ARTICLE 1
INTERPRETATION AND DEFINITIONS

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

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;

(d) any reference to dollars or currency shall be to Canadian dollars and currency; and

(e) "include", "includes" and "including" shall not denote an exhaustive list.

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

"Agreement" means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 28.1 and any amending

agreement entered into pursuant to section 34.2.

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

"Budget" means the budget attached to the Agreement as Schedule "B".

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

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

"Force Majeure" has the meaning ascribed to it in Article 26.

"Funding Year" means:

(a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

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

"Maximum Funds" means **$149,600.00**

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

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

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

"Reports" means the reports described in Schedule "D".

"Timelines" means the Project schedule set out in Schedule "A".

ARTICLE 2
REPRESENTATIONS, WARRANTIES AND COVENANTS

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

(a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;

(b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and

(c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement.

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

(a) it has the full power and authority to enter into the Agreement; and

(b) it has taken all necessary actions to authorize the execution of the Agreement.

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

(a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;

(b) procedures to ensure the ongoing effective functioning of the Recipient;

(c) decision-making mechanisms;

(d) procedures to provide for the prudent and effective management of the Funds;

(e) procedures to enable the successful completion of the Project;

(f) procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;

(g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and

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

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

ARTICLE 3
TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on **October 31, 2015** unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

ARTICLE 4
FUNDS AND CARRYING OUT THE PROJECT

4.1 **Funds Provided.** The Province shall:

(a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;

(b) provide the Funds to the Recipient in accordance with the payment schedule attached to the Agreement as Schedule "C"; and

(c) deposit the Funds into an account designated by the Recipient provided that the account:

(i) resides at a Canadian financial institution; and

(ii) is in the name of the Recipient.

4.2 **Limitation on Payment of Funds.** Despite section 4.1:

(a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as provided for in section 11.2;

(b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;

(c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; and

(d) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

(i) reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or

(ii) terminate the Agreement pursuant to section 13.1.

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

(a) carry out the Project:

(i) in accordance with the terms and conditions of the Agreement; and

(ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project;

(b) use the Funds only for the purpose of carrying out the Project; and

(c) spend the Funds only in accordance with the Budget.

4.4 **No Changes.** The Recipient shall not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Province.

4.5 **Interest Bearing Account.** If the Province provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

4.6 **Interest.** If the Recipient earns any interest on the Funds:

(a) the Province may deduct an amount equal to the interest from any further instalments of Funds; or

(b) the Recipient shall pay an amount equal to the interest to the Province as directed by the Province.

4.7 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.

4.8 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

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

5.1 **Acquisition.** Subject to section 32.1, if the Recipient acquires supplies, equipment or services with the Funds:

(a) it shall do so through a process that promotes the best value for money; and

(b) if the estimated cost of the supplies, equipment or services exceeds $5,000, the Recipient shall obtain at least three written quotes unless:

(i) the supplies, equipment or services the Recipient is purchasing is specialized and is not readily available; or
(ii) the Recipient has previously researched the market for a similar purchase and knows prevailing market costs for the equipment, services or supplies.

5.2 **Disposal.** The Recipient shall not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceeded $1,000 at the time of purchase.

ARTICLE 6
CONFLICT OF INTEREST

6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.

6.3 **Disclosure to Province.** The Recipient shall:

(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and

(b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

ARTICLE 7
REPORTING, ACCOUNTING AND REVIEW

7.1 **Preparation and Submission.** The Recipient shall:

(a) submit to the Province at the address provided in section 18.1, all Reports in accordance with the timelines and content requirements set out in Schedule "D", or in a form as specified by the Province from time to time;

(b) submit to the Province at the address provided in section 18.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;

(c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and

(d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 **Record Maintenance.** The Recipient shall keep and maintain:

(a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and

(b) all non-financial documents and records relating to the Funds or otherwise to the

Project.

7.3 **Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may:

(a) inspect and copy the records and documents referred to in section 7.2; and

(b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or the Project.

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

7.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient's records.

7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

ARTICLE 8
CREDIT

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

8.2 **Publication.** The Recipient shall indicate, in any of its publications, of any kind, written or oral, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

ARTICLE 9
FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

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

ARTICLE 10
INDEMNITY

10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and

expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

ARTICLE 11
INSURANCE

11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars ($2,000,000) per occurrence. The policy shall include the following:

(a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

(b) a cross-liability clause;

(c) contractual liability coverage; and

(d) a 30 day written notice of cancellation, termination or material change.

11.2 **Proof of Insurance.** The Recipient shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Province, the Recipient shall make available to the Province a copy of each insurance policy.

ARTICLE 12
TERMINATION ON NOTICE

12.1 **Termination on Notice.** The Province may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.

12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 12.1, the Province may:

(a) cancel all further instalments of Funds;

(b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or

(c) determine the reasonable costs for the Recipient to wind down the Project, and:

(i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and/or

(ii) subject to section 4.7, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

ARTICLE 13
TERMINATION WHERE NO APPROPRIATION

13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately by giving Notice to the Recipient.

13.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 13.1, the Province may:

(a) cancel all further instalments of Funds;

(b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or

(c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b)..

13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not provide additional Funds to the Recipient.

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

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

(a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

1. carry out the Project;

2. use or spend Funds; and/or

3. provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);

(b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the program under which the Province provides the Funds;

(c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the

appointment of a receiver;

(d) the Recipient ceases to operate; and

(e) an event of Force Majeure that continues for a period of 60 days or more.

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

(a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) provide the Recipient with an opportunity to remedy the Event of Default;

(c) suspend the payment of Funds for such period as the Province determines appropriate;

(d) reduce the amount of the Funds;

(e) cancel all further instalments of Funds;

(f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;

(g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

(h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and/or

(i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

14.3 **Opportunity to Remedy.** If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Recipient of:

(a) the particulars of the Event of Default; and

(b) the Notice Period.

14.4 **Recipient not Remedying.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:

(a) the Recipient does not remedy the Event of Default within the Notice Period;

(b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

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

ARTICLE 15
FUNDS AT THE END OF A FUNDING YEAR

15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may:

(a) demand the return of the unspent Funds; or

(b) adjust the amount of any further instalments of Funds accordingly.

ARTICLE 16
FUNDS UPON EXPIRY

16.1 **Funds Upon Expiry.** The Recipient shall, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 17
REPAYMENT

17.1 **Debt Due.** If:

(a) the Province demands the payment of any Funds or any other money from the Recipient; or

(b) the Recipient owes any Funds or any other money to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other money shall be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient shall pay or return the amount to the Province immediately, unless the Province directs otherwise.

17.2 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

17.3 **Payment of Money to Province.** The Recipient shall pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and mailed to the Province at the address provided in section 18.1.

ARTICLE 18
NOTICE

18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

To the Province:

Ministry of Citizenship, Immigration and International Trade

Attention:
Erik Girard
Senior Program Consultant (A)
Immigration Policy Branch
400 University Avenue, 3rd Floor
Toronto, ON M7A 2R9

Tel: 416-327-8074
Email: erik.girard@ontario.ca

To the Recipient:

Corporation of The City of Sault Ste. Marie

Attention:
Frank Coccimiglio
Manager, Information Technology
Corporation of The City of Sault Ste. Marie
Sault Ste. Marie, ON P6A 5N1

Tel: 705-759-5303
Email: f.coccimiglio@cityssm.on.ca

18.2 **Notice Given.** Notice shall be deemed to have been received:

(a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or

(b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.

18.3 **Postal Disruption.** Despite section 18.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail shall not be deemed to be received; and

(b) the Party giving Notice shall provide Notice by email, personal delivery or by fax.

ARTICLE 19
CONSENT BY PROVINCE

19.1 **Consent.** The Province may impose any terms and/or conditions on any consent the Province may grant pursuant to the Agreement.

ARTICLE 20
SEVERABILITY OF PROVISIONS

20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

ARTICLE 21
WAIVER

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

ARTICLE 22
INDEPENDENT PARTIES

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

ARTICLE 23
ASSIGNMENT OF AGREEMENT OR FUNDS

23.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Province.

23.2 **Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 24
GOVERNING LAW

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

ARTICLE 25
FURTHER ASSURANCES

25.1 **Agreement into Effect.** The Recipient shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

ARTICLE 26
CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

26.1 **Force Majeure Means.** Subject to section 26.3, Force Majeure means an event that:

(a) is beyond the reasonable control of a Party; and

(b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

26.2 **Force Majeure Includes.** Force Majeure includes:

(a) infectious diseases, war, riots and civil disorder;

(b) storm, flood, earthquake and other severely adverse weather conditions;

(c) lawful act by a public authority; and

(d) strikes, lockouts and other labour actions,

if such events meet the test set out in section 26.1.

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

(a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or

(b) any event that a diligent Party could reasonably have been expected to:

(i) take into account at the time of the execution of the Agreement; and

(ii) avoid or overcome in the carrying out of its obligations under the Agreement.

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

ARTICLE 27
SURVIVAL

27.1 **Survival.** The provisions in Article 1, any other applicable definitions, sections 4.6(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Province to the satisfaction of the Province), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(d), (e), (f), (g) and (h), Articles 16, 17, 18, 20, 24, 27, 28, 30, 31 and 34, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 28
SCHEDULES

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

(a) Schedule "A" - Project Description and Timelines;

(b) Schedule "B" - Budget;

(c) Schedule “C” - Payment; and

(d) Schedule “D” - Reports.

ARTICLE 29
COUNTERPARTS

29.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 30
JOINT AND SEVERAL LIABILITY

30.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

ARTICLE 31
RIGHTS AND REMEDIES CUMULATIVE

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

ARTICLE 32
BPSAA

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

ARTICLE 33
FAILURE TO COMPLY WITH OTHER AGREEMENTS

33.1 **Other Agreements**. If the Recipient:

(a) has failed to comply (a “Failure”) with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or a Crown agency;

(b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

ARTICLE 34
ENTIRE AGREEMENT

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

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

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

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Citizenship, Immigration and International Trade

_____ _____
Name: Alice Young Date
Title: Director, Immigration Policy Branch

CORPORATION OF THE CITY OF SAULT STE. MARIE

_____ _____
Name: Date
Title:

_____ _____
Name: Date
Title:

I/We have authority to bind the Recipient.

SCHEDULE "A"

PROJECT DESCRIPTION AND TIMELINES

Background:

In support of "A New Direction: Ontario's Immigration Strategy", the Province launched the Municipal Fund – Innovative Immigration Initiatives program in order to support the development of innovative project ideas that address the immigration and local economic development objectives of Ontario municipal governments.

Project Objectives:

The City of Sault Ste. Marie's immigration web portal (www.discoverthesault.ca) and the 211 Ontario service contain a great deal of information for newcomers and local residents. However, community research indicates that a knowledge and referral gap still confronts pre-arrival and post-arrival newcomers. A more active and direct approach to connecting immigrants and service providers is needed to complement existing resources.

The project will address this gap by developing and distributing a technology- and web-enabled solution that will:

- Enhance information sharing with pre-arrival and post-arrival newcomers;
- Facilitate quicker and more direct connections between immigrants and service providers;
- Increase the accuracy and simplicity of referrals; and
- Ensure that no local service or program is under-utilized.

Project Description:

The City of Sault Ste. Marie along with community partners will develop and launch an immigration Automatic Referral Tool and Application to increase the accuracy, simplicity, and convenience of information sharing, and enhance newcomers' access to local programs and services. Such a tool and application will help potential or recent immigrants to Ontario/Sault Ste. Marie avoid a lengthy search for organizations they should contact to assist with general and/or specific pre-arrival and post-arrival settlement needs.

The Automatic Referral Tool/App will be developed to have the capability to accurately send immigrants' questions to appropriate service providers that can assist with their needs. The Automatic Referral Tool/App will allow for equal access to all services and programs in the community while increasing community organizational partnerships and promoting Ontario as a welcoming destination for immigrants.

The Automatic Referral Tool/App will target and seek to provide enhanced service to the following client groups:

- Recent immigrants to Canada or Ontario who may be considering options on where to live;
- Recent immigrants to Sault Ste. Marie requiring specific settlement services;

- Potential immigrants to Ontario or Sault Ste. Marie interested in services/programs offered in the community;
- Immigrants and international students requiring pre-arrival settlement services;
- Internationally trained professionals looking for employment opportunities in Canada or Ontario;
- Service providers/groups committed to provide accessible services to immigrants in Sault Ste. Marie;
- Employers seeking workers with specific skills/internationally trained professionals for their workforce;
- Groups and organizations dedicated to promoting living and visiting Ontario/Sault Ste. Marie.

The City of Sault Ste. Marie's lead departments for the project have collaborated and developed a framework of the Automatic Referral Tool/App. The tool/app will consist of four sections and an embedded data analytics system. The four sections will be developed to offer the immigrant (user) useful information at their convenience and allow partner organizations (service providers) to share vital information about their available programs and services with users at any time.

The main sections of the tool/app include:

1. Automatic Referral Option

The *Automatic Referral Option* will provide a user with a blank message box where they can input their inquiry. As the user is typing the question, key words that are being used in the sentence will trigger specific service providers to be notified based on content added by project staff. The user will hit submit and their question will automatically be sent to all service provider partners that deliver a program or service which could assist the individual user.

At this stage the user and service provider have begun a private conversation via the online tool/app. This referral option has been designed to make it easier and more convenient for immigrants to receive the services necessary for successful settlement and integration without the hassle of searching for those who deliver these services in a new community. The Automatic Referral Option also provides service providers and cultural organizations with better recognition through the keyword notification system.

2. Recent News Feed

The *Recent News Feed* will allow all partner service providers/groups to send updates and messages to users at any time. The *Recent News Feed* is intended to provide information to users that may not have direct questions to ask but would like to remain informed about cultural events, activities and newcomer services in Sault Ste. Marie.

3. My Favourites

The *My Favourites* section will allow all users and partner organizations/groups to collect information and updates specific to their individual needs and interests. All users will be able to "favourite" a message submitted by a partner in the news feed and save it to their personal feed

page. Users can more easily share messages on other social media sites and refer back to their “favourites” list as reminders of services and/or opportunities in Sault Ste. Marie.

4. Partner Profiles

The *Partner Profile* section will be allow participating organizations and groups to highlight information about themselves, identify all services and programs offered, share social media/website links, provide contact information, and more. The Partner Profile section will be beneficial to users who may not have a specific question but are interested in familiarizing themselves with services and options available in the community. This section will also have a direct message option, so users can submit a question/comment directly to an individual service provider/group.

5. Data Analytics

A data analytics system will be embedded into the tool/app allowing for all service provider/community group partners to track their user interactions in their own private account. Project staff and leads will have access to a data analytics account that contains statistics from all users and service provider/community group accounts. Data analytics will track such things as: number of referrals, top key words being used, location of users submitting questions, profiles viewed, recent news messages added, and more.

The project will consist of an HTML5 web application, available online to immigrants and the general public. The application will be modern, while maintaining compliance with W3C standards to ensure compatibility with the broadest number of configurations. Compliance with Ontario’s website accessibility standards will be maintained. It will be formatted to work well on both desktop and mobile environments.

The application will have the ability to notify users when they receive messages. Notifications may be sent via email. An external email provider will be considered for handling the sending of these messages. Subscription options for news and announcements may also be available by email or via RSS. The application and the underlying database will be hosted locally in the City of Sault Ste. Marie’s server room.

Project Governance and Partnership(s):

The lead organization for the project will be the Corporation of the City of Sault Ste. Marie, which assumes responsibility for:

- Accountability for and reporting of financial matters;
- Accountability for and reporting on project deliverables and outcomes;
- Employment and supervision of project staff;
- Provision of workspace for project staff.

The City of Sault Ste. Marie has designated the Social Services Department and Information Technology Division to work in partnership as leads for the delivery of the project.

The City of Sault Ste. Marie’s Social Services Department will have the overall responsibility for the delivery of the project in accordance with this funding agreement. A programmer will be hired by the Information Technology Division to fulfill the IT-related project deliverables and

work in partnership with the Social Services Department to design, develop and launch the project. All project reports will be administered through the Social Services Department.

The IT Division will maintain the platform running the application. This includes, but is not limited to, keeping up-to-date on security patches, and maintaining daily database backups. The IT Division will oversee the application design, development, and implementation to ensure the project stays on track and milestones are met. IT will also audit the project regularly throughout its development to ensure compliance with W3C, accessibility, and security standards. IT will act as a resource throughout the development phase, and assist as required.

A project advisory committee will be formed to help guide the project and support its development and delivery. The advisory committee membership will be drawn from local community partners including government, educational, and not-for-profit immigration/settlement service stakeholders, among others.

Project Distribution:

In order to appeal to the widest possible audience, the first phase of the application will be available to anyone with a modern web browser. Because the target audience is immigrants, the application will be built in order to be accessible on as many devices as possible.

The application will gather user statistics to determine the most popular web browsers and operating systems using the application. If trends indicate that the majority of the users are accessing the application from one particular device, effort may then be spent on building a specific application for that device. Until that is known, the web application will take advantage of as many web application settings as possible, including:

- Using CDNs for common scripts, browser caching, and web server compression settings to reduce bandwidth usage.
- Live tiles on Windows 8 and Windows Phone.
- Full-screen web application settings on iPhone and Android operating systems.

Targeted Outreach Plan:

Targeted outreach will involve a large focus during the development phases and after the launch of the Automatic Referral Tool. The project advisory committee will develop a concrete targeted outreach plan from June 2015 to September 2015 that will assist in the dissemination of the app after the official launch in October 2015.

The targeted outreach plan will focus on three major groups including:

- Newcomers/Immigrants in Sault Ste. Marie and Area
- Potential immigrants – Nationally and Internationally
- Community Groups, Service Providers, Potential Partners

The targeted outreach plan will concentrate on giving the app a visible presence in locations where a majority of newcomers/immigrants gather during their settlement and integration and into the Sault Ste. Marie community, including:

- Algoma University and Sault College – international student populations at both post-secondary institutions are increasing
- English as a Second Language and French as a Second Language Program sites
- Local employers – internationally trained professionals, temporary foreign workers, etc.
- Settlement services agencies
- Multicultural events – e.g., Passport to Unity Multicultural Festival
- Cultural Clubs
- Airport

The targeted outreach plan will also concentrate on reaching out to potential immigrants both on a national and international level through the following web-enabled approaches:

- Social media
- Newcomer targeted websites – e.g., Settlement.org, Ontarioimmigration.ca, etc.
- Google campaign

Training sessions, presentations and demonstrations to local groups including community agencies, service providers and employers will be included in the targeted outreach plan to build partnerships in support of the success of the tool/app.

A finalized copy of the targeted outreach plan will be available by the end of September 2015.

Sustainability Plan:

The Automatic Referral Tool will be built with the intention of assisting immigrants in their settlement and integration process. Service categories and partner providers will be added based on services and programs offered that may be helpful for newcomers. The overall framework of the Automatic Referral Tool is one that can be easily adopted by other sectors and organizations that offer services to the public.

After the launch of the proposed Automatic Referral Tool in October 2015, City lead departments will work with interested sector representatives, approach suitable organizations, and communicate with interested Ontario communities to keep the project alive and functional beyond the term of this funding agreement. Sustainability of the Automatic Referral Tool project over the long-term will involve the following three action items:

1. Sector-based Referral Tool Development

The City of Sault Ste. Marie's Social Services department along with other community sector representatives have expressed interest in the use of the Automatic Referral Tool framework beyond the targeted immigrant/newcomer client group. The development process for a social services automatic referral tool will begin after the launch of the immigrant/newcomer referral tool scheduled for October 2015. The framework will remain the same, with content changes to referral categories, generic terms and partner profiles to match the participating service providers.

Other sectors will be welcomed to follow suit and reconfigure the automatic referral tool framework and content for services and programs available to the public in their areas. The use

of the Automatic Referral Tool by other departments/community sectors will ensure that the project outputs will remain functional and supported beyond the term of this agreement.

2. Potential Tool Adoption by Municipal Government

Sault Ste. Marie municipal government leaders will be approached with the option of using the Automatic Referral Tool as a method of communicating with the general public. If municipal leaders are interested, the content of the tool will be reconfigured to best satisfy the needs of those who will be using the app. The City of Sault Ste. Marie has a number of departments that offer services to the public, including:

- Social Services, delivering Ontario Works, Community Child Care, Social Housing, Accessibility.
- Engineering and Planning, delivering building permits and inspections.
- Public Works and Transportation, delivering seasonal projects including roadwork, construction, snow removal, sanding, etc.
- Community Services, delivering community centres, daycare, senior services, and recreation & culture.

Project leaders will approach municipal leaders after the launch of the immigrant/newcomer referral tool once success measurements have been gathered. The use of the Automatic Referral Tool by the municipal government can assist with ongoing maintenance and functionality of the project beyond the term of this agreement.

3. Sharing the Tool with Other Ontario Communities

The Automatic Referral Tool framework will be developed in a format that can be easily adopted by any city in Ontario. Service categories can remain the same and new service providers will be added by the lead organization for the City that wishes to use it. Similar to the approach that will be taken with the leaders of the City of Sault Ste. Marie, this framework will be made available to all cities in Ontario after the launch of the Sault Ste. Marie tool in October 2015.

If the Automatic Referral Tool is a widely used app across Ontario, options for larger partnerships and future funding support may become available to ensure further sustainability of the project.

A breakdown of how the tool will be replicable by other cities in the province can be seen below under the heading Project Technology.

Project Technology:

The web application will be built using standards compliant HTML, CSS, and JavaScript. Proprietary plugins, like ActiveX controls, Java applets and Flash animations, will be avoided to ensure the application supports as many browser configurations as possible.

The web application will be built on a Microsoft backend, including:

- A Microsoft IIS web server.
- Active server pages written in VBScript.
- A Microsoft SQL Server database.

Replication will be straightforward, but may require limited IT expertise. A basic setup will require:

- Running a script on the database to create the necessary database tables.
- Configuring a new website on IIS to serve the application.
- Updating configuration files to customize the web application's look and feel.

ASP pages will be in an open and documented format for those communities looking for higher degrees of customization, like layouts, response text, etc.

Tasks, Timelines and Responsibilities:

Stage/ Activity	Description	Responsibility/ Partnerships
Stage 1 **Hire Staff and Purchase Software** October 2014 – November 2014	• The City of Sault Ste. Marie, through project lead departments, will hire a contract IT web application developer with the hiring process beginning after receiving MCIIT contract and City Council approval. • The City of Sault Ste. Marie will also purchase any described/required software necessary to develop, maintain and deliver the proposed online tool/app.	City of Sault Ste. Marie (Office of the C.A.O, Social Services Dept., IT Division, Human Resources Dept.)
Stage 2 **Formation of Advisory Committee** November 2014 – December 2014	• The City of Sault Ste. Marie will form and lead a project Advisory Committee throughout the project. • The role of the Advisory Committee will be to offer assistance where necessary in project development/delivery, creating a targeted outreach plan, and organizing the official launch. • Anticipated/confirmed Advisory Committee partners will be selected by project staff/leaders based on sector representation and a vested interest in the successful settlement and integration of immigrants to Sault Ste. Marie.	Confirmed Partners: City of Sault Ste. Marie (Social Services Dept., IT Division), Project Staff, SSM and Area Local Immigration, Huron Superior Catholic District School Board, Sault Ste. Marie Police Services, Algoma University, Northland Adult Learning Centre, Partnership, CTV
Stage 3 **Development of Online Tool/App** November 2014 – September 2015	• Project staff will begin the development of the proposed online tool/app immediately in the overall project timeline. • Framework is planned to be developed based on the project mock ups. • As the community research phase and soft launch are completed appropriate and necessary additions will be made.	Project staff, City of Sault Ste. Marie (Social Services Dept., IT Division), Project Advisory Committee
Stage 4 **Community Research** January 2015 - April 2015	• Appropriate research methods will be decided upon and organized to gather input on immigrant frequently asked questions, generic terms, and partner profile information. • Once research methods have been determined and community information gathering schedules are complete, collection and organization of all results will be completed for content completion stage.	Project staff, City of Sault Ste. Marie (Social Services Dept., IT Division), Advisory Committee, Local Newcomers, Settlement Service Providers

Stage 5 **Complete Content** April 2015 – September 2015	• During Stage 3, initial content will be added to the proposed tool/app based on ongoing research gathered since 2009 by the Local Immigration Partnership through its 52 organization membership. • The community research stage will assist staff, the City of Sault Ste. Marie and Advisory Committee members in the identification of any gaps in content on the tool/app. • All content collected during the community research stage that is determined as appropriate will be added to the tool/app during this phase in preparation for the soft launch.	Project staff, City of Sault Ste. Marie (Social Services Dept., IT Division), Advisory Committee Members
Stage 6 **Soft Launch** June 2015 – August 2015	• As the final stage before the official public launch, a series of testing sessions will be held with community stakeholders and newcomer groups in Sault Ste. Marie. • The two month long soft launch stage will allow for all sections of the online tool/app to be tested, detect any bugs, missing content and rate overall functionality. • The soft launch will also be used as an initial outreach strategy by having target groups fully understanding the simplicity and benefits of this project prior to public launch. • During this stage all final corrections/additional content will be completed in preparation for the official launch in October 2015.	Project staff, City of Sault Ste. Marie (Social Services Dept., IT Division), Advisory Committee members, Project partner organizations, newcomer groups
Stage 7 **Outreach Plan Development** June 2015 – September 2015	• A comprehensive targeted outreach plan for the launch of the online tool/app will be finalized during this stage. • Dissemination of the tool/app will begin immediately following the official launch in October 2015. • The targeted outreach plan development stage is a critical step in the success of this project within Sault Ste. Marie. • Many performance measures outlined in this proposal will be better achieved through the development of a strong targeted outreach plan and appropriate dissemination of the tool/app.	Project staff, City of Sault Ste. Marie (Social Services Dept., IT Division), Advisory Committee members
Stage 8 **Official Launch** October 2015	• The official launch of the proposed project will be held in October 2015. • The City of Sault Ste. Marie will host a launch ceremony open to the public, project partners, and the community. • The official launch will aim to consist of speakers from Municipal and Provincial Government as well as provide an overview and demonstration of the tool/app. • Exact date of the launch will be determined closer to October 2015, dependent upon project completion and government representative availability.	Project staff, City of Sault Ste. Marie (Social Services Dept., IT Division), Advisory Committee members, Provincial Government Representatives

Key Milestones and Performance Indicators:

Key Milestones	Performance Indicators
November 2014: • A minimum of eight community organization partners committed to participating on the project advisory committee.	1. Number of commitment letters collected from partner organizations regarding their participation on the advisory committee. 2. At least one representative per sector and target groups on the advisory committee.

December 2014: • A total of 15 partner organizations/groups committed to being involved in the online tool/app as a participating service provider.	1. Number of service provider profile forms distributed and collected. 2. Total number of local service providers participating per category on project's referral option.
February 2015: • Online tool/app design complete – framework of tool/app established and implemented for all four options (automatic referral, recent news, my favourites, partner profiles and data analytics).	1. Framework of tool/app is functional and compliant with proposed objectives and outcomes outlined in this proposal to this point in the anticipated timeline.
March 2015: • All confirmed partners (15 anticipated) will be added to tool/app and initial content will be implemented (i.e., key words, generic terms, profile content).	1. Feedback from Advisory Committee on the functionality of all four options and embedded data analytics during committee trial session. 2. Results of data report drafted through embedded analytics system on tool/app.
March 2015: • Completion of at least four sector research sessions and two newcomer research sessions and one advisory committee research session.	1. Total number of community research sessions completed from January to March and total number of sector/group representatives participating.
May 2015: • All community research will be compiled and all additions/changes to the online tool/app will be completed.	1. Community research feedback report results collected through surveys, comments and suggestions and data analytics.
July 2015: • At least 15 additional participating organizations will be added to the online tool/app as service providers/support groups for immigrants.	1. Soft launch data report delivered through embedded data analytics option on proposed tool/app.
August 2015: • A targeted outreach plan will be completed and under review by Project Advisory Committee and City of Sault Ste. Marie lead department staff.	1. Number of new online tool/app users recorded through data analytics from targeted outreach strategy implementation.
August 2015: • Completion of at least four sector group test sessions, two newcomer group test sessions, and one advisory committee test session. • A total of at least seven test sessions during the soft launch stage will be completed by the middle of August 2015.	1. Soft launch report and data analytics reports completed by staff.
September 2015: • Online tool/app logo design completed and final approved. All targeted outreach plans will be final approved and ready for official launch.	1. All outreach action items ready for delivery to the general public.
October 2015: • Official launch will be held. Approximately 30 service provider accounts set up and 15 newcomer accounts set up in the first two weeks after launch.	1. Number of media reports/announcements on launch of proposed tool/app. 2. Number of app downloads and users/service provider accounts set up in first two weeks after launch – data analytics report by staff. 3. Data analytics reports on usage of all four options of proposed tool/app. 4. Partner organization outreach plans and success measurements sent to staff by companies.

Project Evaluation Plan:

A variety of performance indicators have been identified for use in tracking deliverables and the achievement of outcomes, including:

- Data Analytics Statistical Reports

Each service provider/group partner will have access to their individual data analytics account directly through the app/tool. The data analytics will track such things as: number of referrals, top key words being used to connect, and location of users submitting questions. All project partners will be able to organize their own data reports with the provided statistics to best suit their needs.

The City's Social Services Department will have access to a data analytics account that tracks all accounts and user activity. The Social Services Department will use this data to track and evaluate the achievement of project deliverables and outcomes that can be determined through the analytics information.

- Service Provider Feedback and User Feedback

Throughout the development phase, service providers, community group partners and immigrants/newcomers will be included in testing sessions to collect feedback on the achievement of specific deliverables.

After the launch of the Automatic Referral Tool service provider/community group partners and users will receive random notifications when they log into their account requesting a few moments for feedback on identified project outcomes. Results of these short surveys will be automatically submitted to the Social Services Department which will be used to track and evaluate project deliverables and outcomes.

- Community Response and Partner Engagement

Throughout the development phase, project leads will evaluate the number of partner organizations involved and their sector representation in comparison to proposed deliverables.

Community response will be collected at community events and during other identified opportunities where target market audiences will be present. Community response will allow for project leads to determine the success of the Automatic Referral Tool in comparison to the proposed deliverables and outcomes.

SCHEDULE "B"

BUDGET

Expenses	MCIIT	In-kind
Software/Licenses/Subscriptions • Web Development • SQL Licenses • Server Licenses • Email Service Provider • Text Messaging Service • Clipart Library Licenses • Client Development software • Domain registration	$15,000	$10,000
Staff and Services • Wages – Programmer • Employee benefits/MERCs	$50,000 $6,000	-
• City staff support/services for project development, content research, planning and implementation, maintenance sustainability, and outcome measurement/monitoring o City staff IT support ($50/hr x 200 hrs = $10,000) o City staff content development and project implementation/ sustainability support ($36/hr x 250 hrs = $9,000)	$19,000	-
• City staff project supervision for development, implementation, maintenance: o Department Lead, Senior Staff-Project Management ($66/hr x 40 hrs x 2 staff)	-	$5,280
• City project delivery departmental support: o HR Dept., Finance Dept.	-	$4,720
Project Advisory Committee • Meeting costs • Community research activity costs • Soft Launch, testing and de-bugging costs	$6,000	$5,000
Targeted Outreach, Implementation and Training • Outreach recruitment costs and enrolment o Development of user attraction materials (production costs for app information video) ($4,000) o User Attraction Material Distribution (costs for space on service provider lobby televisions, local community channel, newcomer gathering places) ($3,000) o Outreach meetings and groups sessions with sector representatives ($1,000)	$8,000	-

• Outreach setup and training costs ○ Training materials for group sessions (information manuals for service providers and newcomers, design and production) ($3,400) ○ Training Venue (set-up, support, and activity related costs x 7 scheduled sessions) ($2,800)	$6,200	-
• Implementation Support Costs ○ Information booth rental and related costs at local cultural events ($2,000) ○ Google campaign = $0.10/click x 100 clicks/day = $10/day x 200 days ($2,000) ○ Public Outreach and App Visibility: ▪ Dedicated space on newcomer targeted websites for direct app download (approx. $200/spot x 6mths x 9 websites = $10,800) ▪ Social Media – Suggested App Spots, Cost per Click (Facebook, Twitter) ($10,000) ▪ App Store Costs ($1,000)	$25,800	-
Project Expenses Subtotal:	**$136,000**	**$25,000**
Administrative Costs • Office rent • Office equipment rental • Postage/Courier • Photocopying/Printing, etc.	$13,600	$10,000
Administrative Costs Subtotal:	**$13,600**	**$10,000**
Total:	**$149,600**	**$35,000**

SCHEDULE "C"

PAYMENTS

PAYMENT DATE OR MILESTONE	AMOUNT
Upon both parties signing the Agreement	$127,160
Upon the Province's approval of the Final Report	$22,440
TOTAL:	$149,600

SCHEDULE "D"

REPORTS

Name of Report	Due Date
1. Interim Report	March 6, 2015
2. Final Report	October 16, 2015

Report Details

Each Report will include the following items:

(a) a update on the status and progress of the Project;
(b) an indication of whether the objectives of the Project are being / were met;
(c) a description of how the success of the Project is being / was measured;
(d) a description of the level of community participation and response;
(e) details of how the Province's support has been acknowledged;
(f) an unaudited statement which accounts for Project revenue and expenditures;
(g) in the case of the final report, an audited financial statement which accounts for Project revenue and expenditures, if audited statements are normally prepared by the Recipient; otherwise, a review engagement report which accounts for Project revenue and expenditures prepared by an accredited accountant external to the Recipient; and
(h) any other details that may be requested by the Province.

COUNCIL REPORT

September 29, 2014

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

AUTHOR: **Kathryn Fisher, Curator, Ermatinger•Clergue National Historic Site**

DEPARTMENT: **Community Services Department**

RE: **Heritage Discovery Centre – Gift Shop Lease Agreement and Bylaw 2014-200**

PURPOSE

The purpose of this report is a follow-up of an approved Council report by the Manager of Purchasing of May 26, 2014 for an agreement between the City and The Voyageurs' Lodge and Cookhouse Ltd. for the operation of the Gift Shop at the new Heritage Discovery Centre.

BACKGROUND

The Request for Proposal was publicly advertised and awarded to The Voyageurs' Lodge and Cookhouse Ltd.

ANALYSIS

This section is not applicable to this report.

IMPACT

The term of the agreement for the Lease of Space for the Gift Shop is for the two (2) year period commencing June 16, 2014. Bylaw 2014-200 appears elsewhere in your Agenda.

STRATEGIC PLAN

The Heritage Discovery Centre at the Ermatinger•Clergue National Historic Site is listed as an activity under Strategic Direction 3 – Enhancing Quality of Life; Objective 3A – Recreational/Cultural Infrastructure of the Corporate Strategic Plan. The lease of the Gift Shop will also meet the revenue projections of the Business Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That Council accept the report of the Curator of the Ermatinger•Clergue National Historic Site as information.

Bylaw 2014-200 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Kathryn Fisher
Curator ECNHS

Recommended for approval,



Nicholas J. Apostle
Commissioner Community Services

COUNCIL REPORT

September 29, 2014

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

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

DEPARTMENT: **Community Services Department**

RE: **Holiday Festival On Ice - Proposal**

PURPOSE

The purpose of this report is to inform Council of an opportunity to co-promote a premiere figure skating show, Holiday Festival on Ice, at the Essar Centre.

BACKGROUND

A proposal has been received from IMG Canada regarding the co-promotion of an ice show – Holiday Festival on Ice. IMG Canada is part of IMG Worldwide. They are a leader in the event management business and are well known for delivering quality, first class events.

The highlights of the proposal (attached) are:

- The event will feature Canada's biggest Olympic stars – 2014 Olympic Silver Medalists Tessa Virtue and Scott Moir, 2014 Olympic Silver Medalist Patrick Chan, four-time World Champion Kurt Browning, Olympic Medalist Joannie Rochette, and Olympic Medalist and World Champion Jeffrey Buttle.

- IMG will provide a fully produced 90-minute figure skating show between December 7 and 10, 2014

- The fee to IMG for its services is $100,000 Canadian plus 50% of tickets revenue above $175,000 (net of taxes). The venue (City) will retain all revenue from the sale of local/associate sponsorship deals, reception invitations and signage, plus the first $175,000 of ticket sales.

ANALYSIS

The last ice show at the Essar Centre was in 2011 and did not include the calibre of skaters that the 2014 Holiday Festival on Ice show will have. Ticket prices were approximately $50 each and the attendance was approximately 2,500. Using these ticket prices and sales figures as assumptions for the 2014 Holiday Festival on Ice show, enough ticket revenue would be generated to cover the City's entire financial commitment as outlined in the proposal. In addition, there would be revenue from food and beverage sales.

Holiday Festival on Ice is a first class event and we expect ticket sales to be greater than they were for the 2011 ice show. In addition, we anticipate this ice show will attract people from a large geographic area as it is the only stop in Northern Ontario.

The IMG Canada proposal requires a $100,000 financial commitment from the City. Normally, staff would report to Council on this matter with a recommendation to accept the proposal and also to authorize staff to finalize an agreement with IMG Canada under the proposed terms and conditions. In addition, a by-law would normally be presented to Council authorizing the Mayor to sign the agreement. Unfortunately, IMG Canada was not able to have an agreement ready for Council's September 29, 2014 meeting and there is not another Council meeting prior to the event that will allow the normal process to be accomplished. Therefore, it is being recommended that Council authorize staff to proceed with negotiating the agreement for the event under the terms and conditions outlined in the IMG Canada proposal, and further, that Council authorize the Commissioner of Community Services to sign the agreement. A by-law is included in Council's agenda package.

IMPACT

There is a financial risk to the City associated with the event. It is staff's opinion that the risk is low given the past successful experience with ice shows and the world-class calibre of figure skaters involved in the 2014 Holiday Festival on Ice event.

The Finance Department has been consulted on this matter.

The $100,000 financial commitment would be funded from the 2014 Essar Centre operations. Any associated profit or loss would be reflected in the 2014 Essar Centre Operations as well.

STRATEGIC PLAN

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

RECOMMENDATION

It is therefore recommended that the report of the Commissioner of Community Services dated September 29, 2014 concerning the co-promotion of the 2014 Holiday Festival on Ice event be received and the recommendation that staff proceed with negotiating the agreement for the event under the terms and conditions outlined in the IMG Canada proposal and further, that Council authorize the Commissioner of Community Services to sign the agreement, be approved.

By-law 2014-213 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Nicholas J. Apostle
Commissioner, Community Services

attachment

cc B. Freiburger, Commissioner of Finance
N. Kenny, City Solicitor

HOLIDAY FESTIVAL ON ICE

ESSAR CENTRE

Presented to: Norm Fera

September, 2014

Figure Skating is one of the most popular events in Canada. With the national pride generated from the team and individual successes at the 2014 Olympics in Sochi, fans and viewers are looking forward to seeing their Olympic heroes!

Holiday Festival on Ice celebrates the spirit of the holidays with a 2-hour live performance with some of the world's best skaters. The live event includes individual holiday-themed routines and ensemble numbers. A 60-minute *Holiday Festival on Ice* special will be recorded in early December, 2014.

The 2014 event will include feature Canada's biggest Olympic stars - 2014 Olympic Silver Medalists **Tessa Virtue & Scott Moir**, 2014 Olympic Silver Medalist, **Patrick Chan**. They will be joined by Four-time World Champion, **Kurt Browning**; Olympic Medalist, **Joannie Rochette**; and Olympic Medalist and World Champion, **Jeffrey Buttle**, as well as other World and National champions.

The production will include traditional holiday selections as well as signature pieces from the illustrious cast of skaters.The following proposal highlights the key elements of the production to the Essar Centre. IMG is interested in selling the show to the facility and believes that showcasing this production as a premier figure skating event in the venue will serve the venue and the community well.

HOLIDAY FESTIVAL ON ICE

ESSAR CENTRE

Presented to: Norm Fera

September, 2014

Format

IMG will provide a fully produced 90-minute figure skating show to the VENUE between December 7 and 10, 2014.

The show will be directed by World Champion and internationally renowned choreographer, Jeffrey Buttle.

There will be two Acts, each approx. 45 minutes in length, in addition to a 20-minute intermission.

There will be two main group numbers which showcases all skaters appearing in the production – the Opening and Closing. Each skater or team will also perform two individual numbers of their choosing.

Talent

IMG will provide the services of eight skating acts to perform in the show. The cast includes (additional skaters to be added):

1. Tessa Virtue & Scott Moir	2010 Olympic Gold Medalists and 2014 Olympic Silver Medalists
2. Patrick Chan	2014 Olympic Silver Medalist
3. Kurt Browning	Four-time World Champion
4. Joannie Rochette	2010 Olympic Medalist
5. Jeffrey Buttle	World Champion and Olympic Medalist
6. Shawn Sawyer	Canadian Silver Medalist

Schedule

Day 1 Production load-in, performance, and post-show reception



IMG Responsibilities & Benefits

IMG will provide, contract and pay for the following goods and services:

1. Skaters
2. Choreographer and Choreography
3. Lighting Director and Sound Engineer
4. Music
5. Sets
6. Costumes
7. Travel

IMG will provide advice and consultation with respect to the implementation of the show. IMG will provide the services of two executives that will travel with the show and serve as the liaison for the show. This executive will coordinate air transportation for the skaters and production crew, production requirements, performance activities and other details required for the show.

IMG will receive 50 complimentary tickets for the skaters' families and friends. Any unused tickets would be returned to the venue for sale to the general public.

VENUE Responsibilities & Benefits

The VENUE will provide, contract and pay for the following goods and services:

1. The venue, including all of the production costs associated with setting up the show:

Ticketing	Spotlights and spot operators
credit card fees	ticket takers
SOCAN	ushers
200 floor chairs	security
homasote	uniformed police (if necessary)
glass out	public first aid
ice maintenance	on-site electrician
catering	electrical hook-up
insurance	clean up
dressing rooms	inspections
show office with 2 phone lines	all other labor requirements

2. Determine ticket prices and on-sale date
3. All Advertising, marketing and promotions
4. Food and beverage for a post show reception (optional) with the skaters (one-hour reception – attendance not to exceed 100 people)

Fees

The fee to IMG for its services is $100,000 Canadian plus 50% of tickets revenue above $175,000 (net of taxes). The VENUE will retain all revenue from the sale of local/associate sponsorship deals, reception invitations and signage plus the first $175,000 of ticket sales.

Next Steps

1. VENUE to review the opportunity of buying the Holiday Festival on Ice show.
2. VENUE to determine available dates between December 7 and 10, 2014.
3. VENUE to provide feedback to IMG by September 29, 2014.

Agreement

The points listed would form the basic agreement for IMG to produce the show. The general idea is that we provide the elements necessary to put on the show, and the ESSAR CENTRE provides what is necessary to actually execute it. IMG will prepare an agreement outlining all of the above once confirmation is received.

COUNCIL REPORT

September 29, 2014

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

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

DEPARTMENT: **Community Services Department**

RE: **Chilly Willy's Sports Bar and Grill – Lease Agreement**

PURPOSE

The purpose of this report is to notify Council of the expiration of the lease for the restaurant space at the John Rhodes Community Centre (JRCC) and to identify options for the continued leasing of the restaurant space and related food and beverage services.

BACKGROUND

The possible relocation of the Churchill Branch Public Library to the JRCC restaurant space was discussed at the September 8, 2014 Council meeting where the Director of Libraries, on behalf of the Library Board, advised Council that the Board was opting not to proceed with the John Rhodes Community Centre relocation.

The current lease for the restaurant space at the JRCC is with Mr. Jody Wilson for the operation of the Chilly Willy's Sports Bar and Grill. The lease is for three (3) years and expires on September 30, 2014.

ANALYSIS

Prior to the discussion of the possible relocation of the library into the JRCC, and in accordance with the terms of the current lease agreement, the operator, Mr. Wilson, notified the City of his intent to renew the agreement but noted he was requesting a decrease in rent. Recently, Mr. Wilson contacted me and stated that he is prepared to continue with the terms contained in the existing lease.

The current rent structure is made up of two components that are paid on a monthly basis. First is a percentage of sales (5%) and second is a common area cost of $400. In addition, the operator pays municipal taxes, as do other commercial tenants in municipal buildings.

Over the three (3) year term of the lease, the proceeds to the City were not as expected. In the first year of operation the sales declined by approximately 33%, when compared to the previous operator, and stayed at this level for each of the subsequent years.

Generally, staff recommends renewing a lease when the lessee wants to renew at the existing terms and conditions. However, in this circumstance the rental rate is based on a percentage of reported sales and the sales that have been reported are substantially below what was expected in each of the years of the lease lending staff to recommend not proceeding with renewing the existing lease.

The following are options for Council's consideration:

1. Renew the present agreement with the present operator for a further period of three (3) years.
2. Re-negotiate with the present operator with the intent of having the base rent being a fixed amount rather than based on a percentage of sales, and to include having the operator participate financially in the cost of updating the restaurant.
3. Initiate an open competition for the operation of the lounge through a Request for Proposals process. Staff recommends this option based on the declining sales experienced with the present operator and because of recent interest from established restaurant owners to bid on operating the JRCC restaurant.

   If Council approves proceeding with this option then the following will be implemented:

   a. Mr. Wilson will be offered an extension to the present agreement to the end of the current "ice-in" season (May 1, 2015).
   b. An RFP process will commence immediately and state that the rent will be based on a fixed rental rate and which will have regard to market rents for similar operations.
   c. The results of the RFP process will be reported to the new Council in early 2015.

IMPACT

The decrease in sales over each of the past 3 years has meant that the City's revenue has decreased as well.

The restaurant's kitchen equipment as well as the main décor including the seating area is in need of updating. Staff will include a figure of $100,000 in the 2015 budget for Council's consideration unless the RFP process shifts this responsibility to the successful prospective tenant.

STRATEGIC PLAN

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

RECOMMENDATION

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

Resolved that the report of the Commissioner of Community Services dated September 29, 2014 concerning the Chilly Willy's Sports Bar and Grill lease agreement be received and the recommendation to have staff initiate a Request for Proposal process for the operation of the restaurant space at the John Rhodes Community Centre be approved and in addition that staff be authorized to extend the present lease under the current terms and conditions, with the existing operator, until May 1, 2015.

Respectfully submitted,



Nicholas J. Apostle
Commissioner Community Services Department

cc N. Kenny, City Solicitor

COUNCIL REPORT

September 29, 2014

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

AUTHOR: **Jerry Dolcetti, RPP – Commissioner**

DEPARTMENT: **Engineering and Planning Department**

RE: **Sault Ste. Marie Harbour Improvement Project**

PURPOSE

The purpose of this report is to obtain Council's approval in authorizing the City's involvement in funding agreements with the Federal and Provincial governments in undertaking the next phases of the public access regional harbour expansion. City Council has previously identified this project as the top priority for capital investment towards community infrastructure, and it will be a significant initiative in further establishing the city as a multi-modal transportation hub for Northern Ontario.

In addition to the execution of funding agreements, approval is also sought in accessing $300,000 from the Economic Development Fund (EDF) ensuring the City's participation in the project. The relevant bylaws appear elsewhere on the agenda.

BACKGROUND

The concept of a regional harbour dates back to the early 1990's covering previous studies and business feasibility assessments. In October of 2011 the City retained the consulting team of KPMG to undertake the "Regional Harbour Expansion Market and Business Analysis" which concluded a strong correlation for both current and projected volumes by existing and potential users of the regional harbour. Several key findings supported the initiative and concluded that given Essar's involvement, Sault Ste. Marie would in fact, be a global cost comparative location for the marine shipments in-bound and out-bound. The above noted study was presented to Council on 2013 02 04.

Implementation of the harbour construction and related site works and infrastructure is projected to be in the range of $120M. Assistance in funding will be sought through the new Build Canada Fund – National Infrastructure Component, Private/Public Sector.

Resolutions in support of City Council approving $300,000 from the EDF towards this project were provided by the EDC Board dated 2014 09 26 and the Transportation/Infrastructure and the Public Access Port Working Group, dated 2014 09 16 and are attached for Council's information.

ANALYSIS

The Regional Harbour Expansion Market and Business Analysis was completed January 3, 2013. The Transportation/Infrastructure Committee and the Public Access Port Working Group, following Council's support of a multi-user port in Sault Ste. Marie, began implementing a program towards funding approvals for the $5.3M Phase 1 & 2 of the project. Applications were submitted to FedNor and NOHFC in December 2013 and approved funding for $2.12M each was announced on Friday, September 26, 2014. The remaining investment dollars are to come from Essar Ports ($800,000) and the City EDF ($300,000).

Necessary components of this phase will include preliminary engineering design, environmental assessment, First Nation consultation, etc.

The City believes such initiative is consistent with the Northern Growth Plan, establishing both long term and sustainable economic growth and increased employment opportunities through attracting new user groups to the site. Under the multi-national "Essar Group", Essar Ports will establish a new company "Port of Algoma" which will be a public port, in partnership with the municipality (Essar Ports @ 99% and the City @1%). This will establish a public user port much larger in size having initially 440 acres with potential to expand to 1000 acres including approximately 3.5K of dock space. The proposal by Essar Ports will be a game changer for this municipality and region.

The proposal has been reviewed by KPMG to establish preliminary evaluation of the project in preparing for the next funding applications as part of the new Build Canada Fund.

Timing of implementation is of the essence, and the Build Canada Fund provides an opportunity to seek funding from government sources. Moving in this direction not only addresses the modal shift of iron ore pellets and increased storage needs, but also ensures existing users of the harbour will be accommodated and also provides unlimited expansion potential of long-term lease for third party users of public port property.

IMPACT

At this time financial impact as part of the City's investment in Phase 1 & 2 will require $300,000. A request for funding from the EDF is included in the recommendation.

STRATEGIC PLAN
This project falls under Strategic Direction 1 “Developing Solid Infrastructure”, Objective 1B – Transportation Network Improvements.

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

Resolved that the report of the Commissioner of Engineering dated 2014 09 29 concerning the Sault Ste. Marie Harbour Improvement Project be received, and the recommendation that the City enter into Contribution Agreements with Industry Canada FedNor and NOHFC be approved; and further that Council approve $300,000 from the Economic Development Fund (EDF) as the City’s contribution to Phase 1 & 2 of the above noted project.

Bylaw 2014-222 and 2014-223 authorizing execution of the Contribution Agreements appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb
Attach.

Introduction

The purpose of this memorandum to the Board of Directors is to request your vote for or against a recommendation of **$300,000 City Economic Development Fund** contribution to the $5.34 million Harbour Facility, to be known as the **Port of Algoma** project.

This project funding will support costs associated with undertaking project management, feasibility analysis, consultation, environmental assessment, design, engineering and procurement documentation for an industrial port serving all users in the Great Lakes region. The enhanced infrastructure would include appropriate serviced industrial land, materials handling facilities and warehousing.

Overview

The purpose of the project is to strategically improve the harbour complex to meet increased demand for out-bound and in-bound goods and resource-based commodities for key industrial users in the Sault Ste Marie regional area. It is intended to meet forecasted increase marine commodity movement for future demand.

Essar Ports, part of the multinational Essar Group (which is also parent to Essar Algoma Inc.) recently made a presentation to the City of Sault Ste. Marie that is a significant variation to the originally proposed public access portion of the overall Harbour project. The original concept for the public access portion was to consist of a single berth of 220 m with approximately 70 acres of land for storage, etc. Essar Ports is proposing a new company, "Port of Algoma", a partnership of the Municipality (1%) and Essar Ports (99%) that would develop a much larger multi-user port, including waterfront with dock space of approximately 1.5 km along with 440 acres of land for storage and development in Phase 1, increasing to approximately 3.5 km of dock space and 1,000 acres in the future, as demand grows. This project has the potential to significantly increase employment business and economic activity in the City of Sault Ste. Marie and surrounding area.

Considerations:

This is one of the largest industrial transportation development projects undertaken by the private sector in northern Ontario and the Great Lakes region in decades.

When developed, with appropriate forecasts and long-term industrial planning and development considerations, it will create significant growth not only in Sault Ste. Marie in area but in the Great Lakes basin overall**.**

Recommendation:

The Chief Executive Officer recommends that the Board of Directors accept and approve this report for further approval by City Council.

September 29, 2014

To: Mayor Debbie Amaroso and Members of City Council

From: Tom Dodds, CEO, Sault Ste. Marie Economic Development Corporation

Re: EDF Request – Port of Algoma, Harbour Facility Project

Please find enclosed application for Economic Diversification Funds (EDF) for the Port of Algoma, Harbour Facility Project.

PROJECT DESCRIPTION

The purpose of the Harbour Facilty Project is to strategically improve the harbor complex to meet increased demand for out-bound and in-bound goods and resource-based commodities for key industrial users in the Sault Ste. Marie regional area. It is intended to meet forecasted increase marine commodity movement demand over the next five years.

BACKGROUND

Essar Ports Ltd., part of the multinational Essar Group, which is also parent to Essar Steel Algoma. has agreed to work with the Municipality to develop a much larger multi-user port, including waterfront with dock space for storage and development in Phase 1, increasing to approximately 3.5 km of dock space and 1,000 acres in the future, as demand grows. This project has the potential to boost employment and spur economic activity in the City of Sault Ste. Marie and surrounding area.

RECOMMENDATION

As this project is consistent with EDF Criteria and clearly demonstrates that the broad economic benefits and growth projects for Sault Ste. Marie and the region are significant in job creation, potential for tax assessment increase and other economic and community benefits; the Board of Directors of the Sault Ste. Marie Economic Development Corporation recommends that City Council support this initiative in the amount of $300,000.

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

This will confirm that the Transportation / Infrastructure Steering Committee and the Public Access Port Working Group met on Tuesday, September 16, 2014 and passed the resolution as presented below:

Whereas the City of Sault Ste. Marie has identified the Regional Harbour Expansion Project as the top priority for capital investment regarding community infrastructure; and

Whereas FedNor & NOHFC plan to announce on September 26, 2014, a contribution of $2,120,000 each amounting to $4,240,000 toward this Project; and

Whereas there has been a Private Sector commitment of $800,000 toward the next phase of this Project costing an estimated $5.3 million.

Therefore be it resolved that the Transportation / Infrastructure Committee and the Public Access Port stakeholders at their meeting on September 16, 2014 passed a resolution in support of City Council approving $300,000 from the EDF toward this Project.

Moved by: Jeff Avery
Seconded by: Jack Purvis
CARRIED

COUNCIL REPORT

September 29, 2014

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

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

DEPARTMENT: **Engineering and Planning Department**

RE: **Municipal Energy Plan Program Funding Application**

PURPOSE

The purpose of this report is to advise Council of a funding opportunity through the Ministry of Energy's Municipal Energy Plan Program, and to request limited signing authority to make application for the City's Energy Mapping Project and authorize the subsequent transfer payment agreement, if approved.

BACKGROUND

The City of Sault Ste. Marie's Municipal Environmental (Green) Committee is working with the Sault Ste. Marie Innovation Centre Community Geomatics Centre and PUC Services Inc. to complete an energy mapping project that will complement the community's existing Smart Energy Strategy. During the initial project planning meeting, it came to the attention of City staff that a portion of the project costs could be eligible for funding under the Ministry of Energy's Municipal Energy Plan Program.

The Ministry of Energy introduced "a second funding stream for municipalities that have already developed a complete or partial Municipal Energy Plan… This funding is for enhancing an existing energy plan, such as updating utility or building data and/or creating new implementation plans or maps. Successful applicants to this stream will receive 50 per cent of eligible costs, up to a maximum of $25,000".[1]

City staff have worked with project partners to finalize the application in Appendix A that, if approved, will be submitted to the Ministry of Energy. If successful, the project will map how and where energy is consumed across the community. This is very important for: future neighbourhood planning; educating the community on

[1] Ministry of Energy. 2012. Ontario's Municipal Energy Plan Program. [Online]. Date Accessed: 16 September 2014. Available at: http://www.energy.gov.on.ca/en/municipal-energy/

conservation and demand management programs offered by both PUC and Union Gas; identifying economic development opportunities in Sault Ste. Marie related to energy; and offering a unique partnership with Social Services to assist in prioritization of their energy efficiency program for social housing.

ANALYSIS
City staff are anticipating a timely review and response from the Ministry of Energy. Given that the timing of the application process may conflict with the municipal election, a limited signing authority is being required to apply to the Municipal Energy Plan Program for the Energy Mapping Project, and if approved, enter into a transfer payment agreement for this project.

IMPACT
The City of Sault Ste. Marie has committed $7,000 ($5,000 from Green Committee Projects Budget and $2,000 from Social Services Mapping Initiatives) towards the project, and $2,400 (20% of project costs before Ministry of Energy contributions) of staff in-kind contributions for project management and development of promotional materials. PUC Services Inc. (LDC) has committed $5,000 towards the project as a partner funder. The City of Sault Ste. Marie is requesting a total of $4,500 from the Ministry of Energy in accordance with the guidelines set out for the Municipal Energy Program.

STRATEGIC PLAN
The Energy Mapping Project is linked to Strategic Direction 3 - Enhancing Quality of Life and Objective 3B - Planning for the Future.

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

Resolved that the report of the Environmental Initiatives Coordinator dated 2014 09 29 concerning Municipal Energy Plan Program Funding Application be received as information and the recommendation that a limited signing authority be granted to the Commissioner of Engineering and Planning for a period not to exceed December 31, 2015, for the purposes of making application to this program for the Energy Mapping Project and entering into the subsequent transfer payment agreement be approved.

Respectfully submitted,

Madison Zuppa

Madison Zuppa, MES
Environmental Initiatives Coordinator

Recommended for approval,

Jerry Dolcetti, RPP
Commissioner,
Engineering and Planning

Appendix "A"

Ontario

Ministry of Energy

Energy Efficiency and
Innovative Technology Branch

Municipal Energy Plan Program
2014 Application Form
Energy Plan Related Initiatives Funding

Thank you for your interest in the Municipal Energy Plan program. Please ensure that you carefully review the program guidelines found at: http://www.energy.gov.on.ca/en/municipal-energy/

As part of the MEP Program, the Ministry has created a second funding stream for municipalities that have already developed a Community Energy Plan, Climate Action Plan or other energy plan. This funding is for the updating or expansion of sections of an existing energy plan or energy map, including updating data, implementation plans or maps Successful applicants to this stream will receive a maximum of up to $25,000 per project or 50% of total project costs, whichever is less to undertake these projects. More information about this funding stream can be found in Appendix D of the MEP Program Guidelines.

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1. Applicant Eligibility

1. Is the applicant an incorporated municipal government in Ontario?

☑ Yes ☐ No

You are only eligible to apply for the program if you are an incorporated municipal government in Ontario

2. Has your municipality completed a Community Energy Plan, Community Action Plan or other energy plan?

☑ Yes ☐ No

You are only eligible to apply for MEP related funding if your municipality has completed an energy plan.

3. What year did your municipality complete a Community Energy, Climate Action or other energy Plan?

Corporation of the City of Sault Ste. Marie - 2012

4. Is your municipal population:

☐ a. Under 50,000

☑ b. Between 50,000 and 150,000

☐ c. Over 150,000

Please note that the program is targeted toward small (under 50,000) and medium sized (50,000-150,000) municipalities.

2. Municipality Information

Full Legal Name of Municipality
Corporation of the City of Sault Ste. Marie

Address

Unit Number	Street Number	Street Name	PO Box
	99	Foster Drive	580

City/Town	Province	Postal Code
Sault Ste. Marie	Ontario	P6A 5X6

Telephone Number	Fax Number	Website
705 759-2500	705 541-7165	www.cityssm.on.ca

Mailing Address (if different from above)

Unit Number	Street Number	Street Name	PO Box

City/Town	Province	Postal Code

3. Contact Information for Municipality (please provide two contacts)

Primary Contact

Last Name	First Name	Middle Initial
Zuppa	Madison	S

Job Title	Department
Environmental Initiatives Coordinator	Engineering and Planning

Telephone Number	Email Address
705 541-7175	m.zuppa@cityssm.on.ca

Secondary Contact

Last Name	First Name	Middle Initial
Dolcetti	Jerry	D

Job Title	Department
Commissioner of Engineering and Planning	Engineering and Planning

Telephone Number	Email Address
705 759-5384	j.dolcetti@cityssm.on.ca

The applicant municipality shall manage the initiative, including overseeing and advising the consulting teams, receiving and paying invoices related to the plan, and reporting as required to the MEP Program.

4. Transfer Payment Agreement Signatory

Please provide the name(s) and title(s) of the individual(s) who will be signing the transfer payment agreement with the Ontario Ministry of Energy if your application is successful

Signatory 1

Last Name	First Name	Middle Initial
Dolcetti	Jerry	D

Title	Email Address
Commissioner of Engineering and Planning	j.dolcetti@cityssm.on.ca

Signatory 2

Last Name	First Name	Middle Initial
Zuppa	Madison	S

Title	Email Address
Environmental Initiatives Coordinator	m.zuppa@cityssm.on.ca

5. Utility Providers

Please list all local utilities in your community, including electricity and natural gas.

Electric Utility 1

Utility Name
PUC Distribution Inc.

Contact Name

Last Name	First Name	Middle Initial
Suurna	Brooke	

Title	Telephone Number	Email Address
CDM Officer	705 759-3314	brooke.suurna@ssmpuc.com

Electric Utility 2 as required

Utility Name

Contact Name

Last Name	First Name	Middle Initial

Title	Telephone Number	Email Address

Electric Utility 3 as required

Utility Name

Contact Name

Last Name	First Name	Middle Initial

Title	Telephone Number	Email Address

Gas Utility

Utility Name
Union Gas Limited

Contact Name

Last Name	First Name	Middle Initial
Laforest	Gerald	

Title	Telephone Number	Email Address
Commercial/Industrial Account Mngr	705 525-4884	glaforest@uniongas.com

Other

Utility Name

Contact Name

Last Name	First Name	Middle Initial

Title	Telephone Number	Email Address

6. Information about your Municipal Energy Plan Project

1. Please describe your municipality:

a) Provide the most recent census population data for your municipality.

75141

b) If you have an Upper Tier Municipality, please identify it here

c) Is your municipality/region experiencing any growth pressures? ☑ Yes ☐ No

If yes, please explain.

Sault Ste. Marie is experiencing some growth pressures, but are limited to the perimeter of the community, particularly in the rural areas to the north. The vacancy rate in Sault Ste. Marie is very low, and as a result there have been approximately 120 new housing starts per year.

d) Are you aware of any energy supply constraints in your area ☐ Yes ☑ No

If yes, please explain.

e) If you are an Upper Tier municipality, please list the lower-tier municipalities in your jurisdiction

2. Are you aware of any regional energy planning work in your area? ☑ Yes ☐ No

If yes, can you explain your level of involvement/engagement?

Integrated Regional Planning in the Algoma/Sudbury area will not commence until Phase II of the Provincial planning process; however, City staff have attended two stakeholder OPA/IESO sessions in Sudbury and Toronto to provide input on the proposed process. It is critical that municipalities are more involved in the regional planning process given that they are responsible for land use planning, zoning, and transportation. Furthermore, the electricity sector is connected to economic development opportunities and creating a sustainable energy future for the north.

3. What is the current status of your Community Energy/Climate Action or other energy Plan? (i.e., when was it completed, has it been incorporated into municipal documents, have any of the recommendations or any projects been implemented)

The Smart Energy Strategy was completed in 2012. A number of recommendations from the Strategy have been implemented and are underway. The Sault Ste. Marie Innovation Centre (SSMIC) received funding from the City of Sault Ste. Marie, NOHFC and FedNor to help implement the Strategy. A team of three full-time staff and one intern were hired. An RFP for bio-mass to energy was released and Battelle, the world's largest science and research organization, was selected and is completing a feasibility study on a pyrolysis plant for bio-oil. A smart grid project is well underway with PUC and private sector company Energizing Co. A Smart Grid Fund project was submitted between SSMIC and Energizing Co. SSMIC has also been working with a number of energy technology companies interested in establishing pilot projects or offices in the community. An "Energy Opportunities Conference" has been scheduled for Nov. 4-6th and numerous world-class speakers and international delegations have confirmed. A communications plan was developed and the "Energy Innovation Hub" campaign was launched along with a website and video found at www.saultenergy.com.

4. Please explain the energy plan related initiative you are seeking funding for and how it will augment your existing energy planning. When responding, please include the vision, objectives and scope of the project.

Energy mapping was not part of the original scope of the Smart Energy Strategy, but it will support the implementation of its recommendations, including the exploration of district energy opportunities and development of regional infrastructure. The City would also like to identify ways to to track and increase participation in conservation and demand management programs; identify barriers to participating in these programs or reducing energy consumption; map consumer demand and identify hot spots; develop a baseline that can be re-evaluated in future years; expand the relationship with the local utilities; assist with decision-making and strategic planning, including social housing priorities; increase the community's understanding of energy use and conservation; find opportunities to enhance the community's competitiveness and marketability. GIS will be utilized to produce maps for analysis, and allow the City, utilities, and the public (in some instances) to visualize consumption patterns across the community.

5. Briefly explain the municipality's current relationship with its gas and electric utilities. Please include information on who owns the LDC and examples of projects or initiatives that the municipality has carried out with your utilities.

The City of Sault Ste. Marie is the sole shareholder of the LDC, PUC Services Inc. The City of Sault Ste. Marie has worked over the past 5 years with both PUC and Union Gas to implement energy conservation projects, including the submission of several funding applications that have been approved. Staff from both utilities have assisted City staff in navigating though there processes and procedures and have provided valuable advice regarding energy savings opportunities. Representatives from PUC and Union Gas have come to speak to City staff about the energy conservation and demand management programs they have to offer. The City's Corporate Energy Team also has a representative from the LDC actively participating in the energy management process and programs.

6a) If applicable, please list all relevant key energy stakeholders that would be engaged in developing your project. Examples include large industrial, commercial and institutional users, non-governmental organizations and municipal groups. Please exclude utilities when completing the chart below. If you require additional space, you may attach an additional list with your application using the same chart format below.

Stakeholder 1

Organization Name		Organization Type

Contact Name

Last Name	First Name	Middle Initial

Title	Work Telephone Number	Email Address

b) If applicable, please describe how you are going to work with the key stakeholders (other than utilities) identified above in the development of the Plan. Please identify the extent to which the municipality has worked with these stakeholders before, particularly on energy or sustainability issues.

7. Please indicate the key individuals (municipal staff and/or others) who will manage each stage of the project. If external team members need to be utilized (i.e. hiring of a consultant), please indicate ion the chart below. If known, please indicate the name of the company/organization and their information. If the information is not known, please indicate as "TBD".

The City of Sault Ste. Marie's Environmental Initiatives Coordinator will manage the project, but will work with the external team members at the Sault Ste. Marie Innovation Centre Community Geomatics Centre who will complete the mapping and analysis portion of the project.

☑ Internal ☐ External	Organization Name	Position
	The Corporation of the City of Sault Ste. Marie	Environmental Initiatives Coor

Contact Name

Last Name	First Name	Middle Initial
Zuppa	Madison	S

Telephone Number	Email Address
705 541-7175	m.zuppa@cityssm.on.ca

Relevant Experiences/Skills

Madison Zuppa has been with the City for over 5 years working on reducing the City's corporate carbon footprint. She has submitted several successful funding applications related to energy conservation and energy efficiency projects within the municipal portfolio. She is the primary author of the Energy Conservation and Demand Management report and works with a Corporate Energy Team to ensure its implementation.

☐ Internal ☑ External	Organization Name	Position
	SSM Innovation Centre Community Geomatics Centre	Manager

Contact Name

Last Name	First Name	Middle Initial
Beach	Paul	

Telephone Number	Email Address
705 942-6938	pbeach@ssmic.com

Relevant Experiences/Skills

Paul has over 26 years of experience in the GIS and Information Technology fields. For the last 12 years, Paul has been General Manager of the Sault Ste. Marie Innovation Centre's Community Geomatics Centre, which is a not for profit organization dedicated to promoting and establishing the means to share data, knowledge and tools among community organizations to create healthier, safer and more prosperous communities.

☐ Internal ☑ External	Organization Name	Position
	SSM Innovation Centre Community Geomatics Centre	

Contact Name

Last Name	First Name	Middle Initial
Favretto	Travis	

Telephone Number	Email Address
705 942-6938	tfavretto@ssmic.com

Relevant Experiences/Skills

After having earned a Bachelor of Arts degree in Geography and a Post-Diploma Certificate in Geographic Information Systems (GIS), Travis began work as a Municipal/Utilities GIS Technician at the Sault Ste. Marie Innovation Centre in the spring of 2007. In his time at the Innovation Centre, Travis has worked on a number of different projects relating to municipal planning, utilities infrastructure, public health, and community development.

☐ Internal ☑ External	Organization Name	Position
	SSM Innovation Centre Community Geomatics Centre	

Contact Name

Last Name	First Name	Middle Initial
Hoffman	Kristen	

Telephone Number	Email Address
705 942-6938	khoffman@ssmic.com

Relevant Experiences/Skills

After graduating with a BA in Geography and a GIS Post-Diploma Certificate, Kristen joined the Innovation Centre staff as a GIS Analyst. Kristen has worked on a number of health, community, and economic development projects. These projects have contributed to Kristen's experience with various tasks such as data collection, management and cataloguing, quality control, error documentation, geocoding, digitizing, maintaining topology, map production, spatial analysis and report creation.

8. Please indicate how this project will be integrated with other municipal planning plans and initiatives

Several City Divisions will benefit from the information obtained from the energy mapping program. The Engineering & Planning Department can use the data for neighbourhood planning, including where and how much energy is being consumed across the community. Targeting energy related education initiatives within the community is an essential portion of the energy mapping process and will assist in monitoring the short-term and long-term success of implementing energy conservation and demand management programs and new and innovative energy efficiency technologies. Energy reduction will assist the City in climate change mitigation efforts. Over time it can help shape policy development, including the City's Official Plan. The Social Services Department would like to obtain this information to help prioritize retrofit opportunities within their social housing portfolio. Sault Ste. Marie is often referred to as the "Alternative Energy Capital of North America" and this project will help maintain Council's proclamation, and grow the City's profile in the energy sector, including future renewable energy projects.

9. Please provide a forecast of the expected cost of the project using the Budget Forecast Report template found within this application form.

The total expected costs of the project is $18,900 including HST.

10. Please complete the table below with all of the funding partners (confirmed and pending) that will be contributing cash towards your MEP project. The information reported here should match Column I in the Budget Forecast Report template (see question #12).

The City of Sault Ste. Marie has committed $7,000 towards the project and $2,400 (20% of project costs before Ministry of Energy contributions) of staff in-kind contributions for project management and development of promotional materials. PUC Services Inc. (LDC) has committed $5,000 towards the project as a partner funder. The City of Sault Ste. Marie is requesting a total of $4,500 from the Ministry of Energy in accordance with the guidelines set out for the MEP.

Funding Partner 1

Organization Name			**Total Contribution Amount**
The Corporation of the City of Sault Ste. Marie			$5,000.00
Contact Name			
Last Name	First Name	Middle Initial	
Zuppa	Madison	S	
Telephone Number	Email Address		
705 541-7175	m.zuppa@cityssm.on.ca		

Funding Partner 2

Organization Name			**Total Contribution Amount**
The Corporation of the City of Sault Ste. Marie			$2,000.00
Contact Name			
Last Name	First Name	Middle Initial	
Nadeau	Mike		
Telephone Number	Email Address		
705 541-5301	m.nadeau@cityssm.on.ca		

Funding Partner 3

Organization Name			**Total Contribution Amount**
PUC Services Inc.			$5,000.00
Contact Name			
Last Name	First Name	Middle Initial	
Suurna	Brooke		
Telephone Number	Email Address		
705 759-3314	brooke.suurna@ssmpuc.com		

7. What to Include with Your Application

Please enclose 1 original signed, 3 hard copies and 1 electronic copy (on a USB flash drive) of the following documents in your application package. Applicants are encouraged to print double-sided on recycled paper.

Required Documents Checklist

- [x] A letter from Council or a senior municipal authority (e.g., CAO) confirming support for the project
- [x] A completed Budget Template
- [ ] Where applicable, a written commitment from a senior representative (e.g. CEO, CFO) at the local utilities to participate in the stakeholder engagement process and/or to supply the energy consumption data required for the completion of the project. This letter should also describe the way in which the data will be transferred to the municipality and the granularity of the data set;
- [x] A letter from other funders, where applicable;
- [x] A signed application form; and,
- [x] A copy of your existing MEP, Climate Action Plan or other energy plan that the project will support.

8. Certification

The applicant municipality certifies that:

a. The information provided in this application, including all enclosures, is accurate to the best of our knowledge;

b. The applicant municipality is aware that the information contained herein will be used for the assessment of Funding eligibility;

c. The applicant municipality understands that the information contained in this Application or submitted to the Ministry in connection with the Grant Funds may be required to be disclosed by reason of the *Freedom of Information and Protection of Privacy Act*;

d. The applicant municipality has read and understands the information contained in this Application Form; and

e. We are authorized to sign on behalf of the applicant municipality.

Last Name	First Name	Middle Initial
Docletti	Jerry	D

Title	Email Address
Commissioner of Eng & Planning	j.dolcetti@cityssm.on.ca

Telephone Number	Mobile Number
705 759-5384	

Signature	Date (yyyy/mm/dd)
	2014/09/29

9. Conflict of Interest

The applicant, by submitting the application, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the application or performance of the contemplated contract other than those disclosed in the application form. Where the Ministry of Energy discovers an applicant's failure to disclose all actual or potential Conflicts of Interest, the Ministry of Energy may disqualify the applicant or terminate any contract awarded to that applicant.

10. Inquiries

Inquiries about the Municipal Energy Plan (MEP) Program and application review should be directed to: MEP@ontario.ca

11. Confidentiality

The collection of information on this application is necessary to the proper administration of the Ministry of Energy Municipal Energy Plan Program. The information collected here may be used or disclosed to the Ministry of Energy and/or other Ontario Government Ministries for the purposes of assessing this application for possible acceptance under the MEP Program. The applicant acknowledges that he/she may be contacted by the Ministry of Energy or its employees or agents for the purposes of assessing this application for possible acceptance under the MEP Program. Questions about the collection of this information may be addressed to the Ministry of Energy at MEP@ontario.ca.

Name of Senior Officer	Title
Joe Fratesi	CAO

Signature	Date (yyyy/mm/dd)
	2014/09/29

12. Municipal Energy Plan Program Budget Forecast Template

Applicant Legal Name

Corporation of the City of Sault Ste. Marie

Budget Forecast Template

General Instructions

1. The milestones listed below are based on the Milestone Status Package (MSP) reporting dates found in Appendix B of the Guidelines and are fixed. To report the total expected cost of each milestone, please enter in expected costs and contribution amounts from all sources (if applicable) for each item/task associated for that milestone (white sections only).
2. If a milestone listed does not require funding from a particular contributor, please leave the column blank.
3. You may utilize as many rows as necessary.
4. The budget information provided for each stage by the applicant will be reflected in the transfer payment agreement if the application is successful.

A	B	C	D	E	F	G	H	I	J
					Cash Contribution Breakdown				
Milestone Name	Anticipated Completion Date (yyyy/mm/dd)	Item/Task Name	Description/Notes	Total Expected Cost	Ministry of Energy	Applicant	Applicant in-kind Staff Contributions	Partners	Total Contribution (Sum of E - I)
				$4,000.00				$4,000.00	$8,000.00
	Enter Date (yyyy mm dd)	*Room rentals for workshops*	*Hall rental for first series of consultations*	*$1000*	*$200*	*$500*	*$500*	*$300*	
	2014/10/13	Structure Ages Mapping	Mapping of residential structures by construction date and grouped by decade	$500.00				$500.00	
	2014/12/08	Energy Mapping	Collect electricity and gas consumption data aggregated by postal code from local utilities. Map average consumption per household and per square foot for both energy types and combined energy	$2,500.00				$2,500.00	
	2014/12/15	Program Mapping	Map the LDC uptake in energy conservation and demand management programs.	$1,000.00				$1,000.00	
	Total			**$4,000.00**				**$4,000.00**	**$8,000.00**

Budget Forecast Template

A	B	C	D	E	F	G	H	I	J
Milestone Name	Anticipated Completion Date (yyyy/mm/dd)	Item/Task Name	Description/Notes	Total Expected Cost	Cash Contribution Breakdown				Total Contribution (Sum of E - I)
					Ministry of Energy	Applicant	Applicant in-kind Staff Contributions	Partners	
				$10,000.00	$3,000.00	$6,000.00		$1,000.00	$20,000.00
	Enter Date (yyyy mm dd)	*Room rentals for workshops*	*Hall rental for first series of consultations*	*$1000*	*$200*	*$500*	*$500*	*$300*	
	2015/01/26	Demographic Analysis	Mapping demographics related to energy consumption and complete analysis to determine conclusions.	$6,000.00	$2,000.00	$4,000.00			
	0215/02/02	Streetlight Mapping	Map lighting distribution to determine illumination levels and identify potential opportunities to reduce wattage.	$1,000.00				$1,000.00	
	2015/03/09	Social Services Mapping	Map applications for assistance to pay heating bills from united Way and Social Services applications for energy retrofits to assist with prioritization	$3,000.00	$1,000.00	$2,000.00			
Total				**$10,000.00**	**$3,000.00**	**$6,000.00**		**$1,000.00**	**$20,000.00**

Budget Forecast Template

A	B	C	D	E	F	G	H	I	J
					Cash Contribution Breakdown				
Milestone Name	Anticipated Completion Date (yyyy/mm/dd)	Item/Task Name	Description/Notes	Total Expected Cost	Ministry of Energy	Applicant	Applicant in-kind Staff Contributions	Partners	Total Contribution (Sum of E - I)
				$4,900.00	$1,500.00	$1,000.00	2,400		$9,800.00
	Enter Date (yyyy mm dd)	*Room rentals for workshops*	*Hall rental for first series of consultations*	*$1000*	*$200*	*$500*	*$500*	*$300*	
	2015/03/09	Presentation Material	Create charts, graphs, maps, PowerPoint slides and other presentation materials.	$1,900.00	$500.00	$1,000.00	$400.00		
	2015/03/31	Project Management	Develop scope, schedule, budget, deliverables, solutions through meetings and input with project partners and stakeholder groups.	$3,000.00	$1,000.00		$2,000.00		
	Total			**$4,900.00**	**$1,500.00**	**$1,000.00**	**$2,400.00**		**$9,800.00**

13. Budget Forecast Template - Glossary

Term	Definition
Milestone Name	Milestones which are set out in Appendix B in the program guidelines. Applicants are required to report on these milestones.
Item/Task Name	The specific task or item associated with completing the particular milestone.
Description/Notes	A brief description of the item/task.
Total Expected Costs	The total cost of this particular milestone. This includes any HST that will be incurred by the applicant.
Cash Contribution (Energy)	The funding amount being requested by the applicant from the Ministry of Energy for this specific milestone.
Cash Contribution (Applicant)	Amount of cash resources the applicant is providing for the project for this specific milestone.
Cash Contribution (Partner)	Amount of cash resources the applicant's partner(s) is providing for the project for this specific milestone.

COUNCIL REPORT

September 29, 2014

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

AUTHOR: **Don Maki Chief Building Official**

DEPARTMENT: **Engineering and Planning Department**

RE: **Building Code Agreement for 131 River Road**

PURPOSE

The purpose of this report is to outline the agreement required to be entered into between the property owners of 131 River Road and 125 River Road to accommodate a newly constructed garage.

BACKGROUND

On June 6, 2012 the owners of 131 River Road obtained a permit to construct a large 32 X 45 aircraft storage garage adjacent to the property line of 125 River Road. Due to the closeness of the structure to this property line, the garage was to be constructed with no door or window openings on that side. The Building Code prohibits openings unless an agreement can be entered into between the adjacent property owners allowing such openings and restricting further development in close proximity to this newly constructed garage. The owner was advised prior to permit issuance that openings were not permitted; however, they were constructed prior to entering into such agreement. This agreement, if approved by all parties, will allow this garage to remain as constructed and be in compliance to the Ontario Building Code.

ANALYSIS

All options were reviewed including removal of the existing garage. The best solution was to approach the adjacent property owner to see if they would be agreeable to this restrictive agreement on their property. The Building Code under sentence 9.10.14.2.(4) allows owners of adjacent properties to enter into agreements with respect to spatial separation matters to ensure the spread of fire between building is minimized. Once the agreement is entered into, compliance to the Ontario Building Code will be achieved.

IMPACT
There is no impact to the City. If the agreement is terminated, the City will be informed and further action can be taken at that time to ensure compliance to the Ontario Building Code.

STRATEGIC PLAN
This matter is not related to the strategic plan as this is a Building Code enforcement matter.

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

Resolved that the report of the Chief Building Official dated 2014 09 29 be received and that Council authorize execution of the agreement between the property owners at 131 and 125 River Road.

By-Law 2014-209 authorizing execution of the agreement appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Don Maki
Chief Building Official

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Dept.

COUNCIL REPORT

September 29, 2014

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

AUTHOR: **Marcel Provenzano, Fire Chief**

DEPARTMENT: **Fire Services**

RE: **Fire Services 2013 Annual Report**

PURPOSE
The purpose of the attached report is to provide Mayor and Council with an overview of Fire Services' activities for 2013.

BACKGROUND
It is my privilege to submit herewith the Annual Report of Sault Ste. Marie Fire Services, covering the operation of the department for the year ending December 31, 2013

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 Sault Ste. Marie Fire Services 2013 Annual Report be received as information.

Respectfully submitted,

Marcel Provenzano
Fire Chief

Recommended for approval,

Joseph M. Fratesi
Chief Administrative Officer.











Sault Ste. Marie Fire Services

2013 Annual Report

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Mission Statement

“ Committed to the protection of Life, Property and the Environment within our community in a responsible and caring manner. ”

Fire Chief's Report



Once again it is my pleasure to provide the City and citizens of our community with Fire Services' 2013 Annual Report. The report contained herein provides an extensive summary of our operational activities and related statistical data for 2013, including divisional reports from Fire Suppression, Emergency Medical Services, Fire Prevention and Public Education, Support Services, as well as Emergency Management.

Our 2013 Council approved budget was $18,137,404, which represents 9.9%% of the City's global budget. Revenues for 2013 amounted to $4,951,552 bringing the net cost for the City to $13,185,852. During the fiscal year, Fire Services operated within budgetary allocations sanctioned by Council.

Sault Ste. Marie Fire Services responded to 14,287 calls for assistance in 2013 including 2,675 responses from Fire Suppression and 11,612 calls from Emergency Medical Services, up 5% from 2012. Careless cooking previously the leading cause of fire related deaths has now declined significantly, reversing negative historical trends which plagued the community prior to 2004. I am also pleased to report that 2013 was our second consecutive year without a fire related fatality. These positive statistics are attributed in part to Fire Prevention and Public Education programs that pinpoint specific problematic areas and reach our target audience. In addition the "In Service Smoke Alarm Program" delivered by Fire Suppression crews has achieved the highest compliance record in the Province.

Fire Chief's Report

A committee was struck early in 2012 to begin the planning phase for the replacement of 1999 Pumper/Ladder truck deployed from Number 4 Station. Insurance underwriters require front line apparatus be 15 years of age or less as one of the many factors in maintaining our insurance rating. Council approved the purchase in September 2013 and delivery is expected in the fall of 2014.

As part of the Provincial government's ongoing efforts to transform public services, in 2013 the Office of the Fire Marshal and Emergency Management Ontario were integrated. This newly integrated organization will strengthen the co-ordination and delivery of community safety programs.

On November 20, 2013 the Federal Minister of Transport announced a new regulation intended to improve emergency planning by local governments and first responders. This new regulation requires all railway companies operating in Canada to provide yearly aggregate information on the nature and volume of dangerous goods they transport by rail through a municipality.

Fire Services continues to take proactive measures towards enhancing internal health and safety policies and wellness programs in an effort to achieve the City's 'Target Zero' policy for workplace related injuries and illness. To further advance this initiative, Senior Fire Management will continue to promote a healthy work environment within our department by scheduling regular team building meetings and exercises. A joint Labour/Management Wellness Committee established in 2012 has proven useful in determining the most feasible and effective wellness programs for our staff 's participation.

Fire Chief's Report

A number of efficiencies over the past year were implemented including purchase of a used response vehicle for Platoon Chiefs, saving the City $28,500. The buyout of Fire Prevention and Support Services vehicles realized a savings of $44,000 as these vehicles were procured through shared lease arrangements with local dealers. In early 2013 an online process for Open Air Burning Permits was introduced, providing significant operational efficiencies. We will continue to be diligent in identifying efficiencies which reduce expenses, generate additional revenue or provide an enhanced level of service for our community.

Firefighter competencies have increased considerably over the past decade with training and certification in a vast array of specialized rescue operations, enhancing our level of service.

Emergency Medical Services added 643 senior citizens to the "My Medication Program" bringing the total for 2013 to 1,448 dwelling units. This program is designed as a useful resource for paramedics and other caregivers attending to a patient by providing pertinent information to personnel on scene. While paramedic crews continue to deliver the highest level of patient care standards for the community and outlying areas, programs such as this contribute greatly towards service efficiency.

Fire Chief's Report

Fire Services achieved the following departmental Key Results Areas

- Renewal of Fire Protection Agreement with the Batchewana First Nation of The Ojibways of the Rankin Indian Reserve for another five year term
- Replacement of Ambulance Number 5454
- Revised departmental succession planning strategy
- Revised departmental policies and procedures
- Revised the City's Emergency Response Plan
- Trained and certified Fire Prevention Officers in By-Law enforcement
- Completed short, medium and long term departmental planning, including Key Results Areas
- Completed a comprehensive risk assessment and hazard analysis for the community

I want to thank and commend Fire Services personnel for their unwavering commitment towards public safety and patient care. These continued efforts ensure the very best in emergency services deliverables for our community.

In closing, I want to extend a sincere note of thanks to Mayor Debbie Amaroso, members of City Council, Chief Administrative Officer Joe Fratesi and City staff for their continued support and assistance.

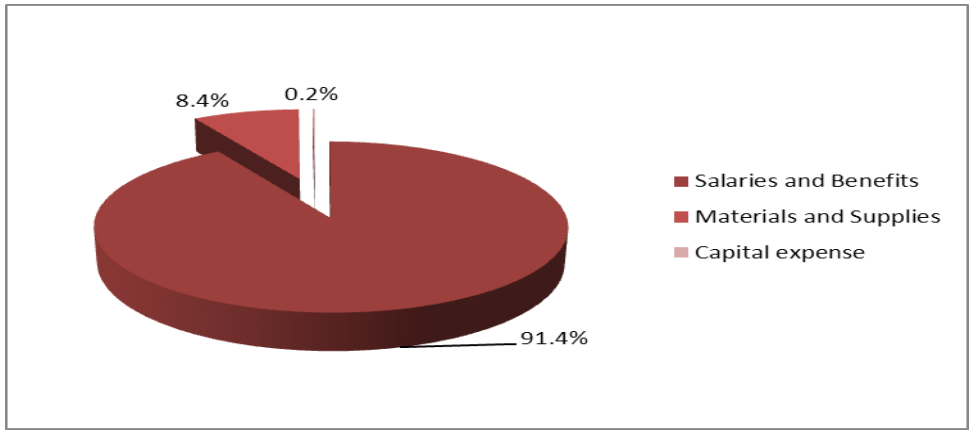


Marcel Provenzano
Fire Chief

Fire Chief's Report

2013 Approved Budget

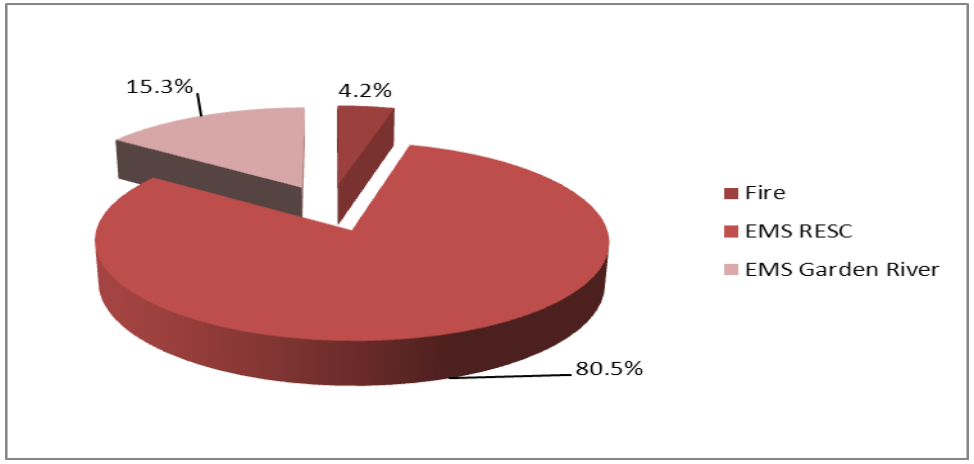
2013 Approved Budget	Fire	EMS RESC	EMS Garden River	CEMC	Total	%
Salaries and Benefits	$12,339,550	$3,550,205	$602,755	$88,375	$16,580,885	91.4%
Materials and Supplies	$918,245	$435,220	$153,935	$15,335	$1,5122,735	8.4%
Capital expense	$32,580		$1,200		$33,780	0.2%
Total	$13,290,375	$3,985,425	$757,890	$103,710	$18,137,400	100.0%
Percentage	73.3%	22.0%	4.2%	0.5%		



Fire Chief's Report

2013 Revenue

Revenue	Budget	Percentage
Fire	$208,250	4.2%
EMS - RESC	$3,985,416.00	80.5%
EMS - Garden River Station	$757,886.00	15.3%
Total	$4,951,552.00	100%



Sault Ste. Marie Fire Services Organizational Chart

Marcel Provenzano - Fire Chief

Frank Brescacin
Deputy Fire Chief
Suppression

Platoon Chiefs

Terry Dubois
Platoon Chief
4 Captains
17 Firefighters

Dave Lang
Platoon Chief
4 Captains
17 Firefighters

Glen Coulter
Platoon Chief
4 Captains
17 Firefighters

Joe May
Platoon Chief
4 Captains
17 Firefighters

Jim St. Jules
Assistant Fire Chief
Support Services

Mechanics
Dan Crozier
Bill Wallace

Paul Milosevich
Assistant Fire Chief
Fire Prev. & Public Ed

Fire Prevention Officers
Dan Fraser
Rocco Celetti
Paul Antonello
Carlo Provenzano

Dodie Mills
Administrative Assistant

Clerical
Debra Stares
Kathy Swinn
Tracey Wilson

Robert Rushworth
Manager
EMS Operations

Jeff Bowen
Manager
Quality Assurance

Work Group Leaders

Jeff King
8 Paramedics

Brenda Hilderley
6 Paramedics

Mary Casola
8 Paramedics

Paul Hendrie
6 Paramedics

Sault Ste. Marie Fire Services

Personnel Listing

NAME	APPOINTED TO DEPT.
RICHARDS, R.	May 30, 1978
BAILEY, D.	October 1, 1979
McDERMID, W.	April 28, 1980
LANG, D.	April 6, 1981
PINNELL, M.	April 6, 1981
COULTER, G.	February 1, 1982
PROVENZANO, M.	February 1, 1982
MAY, J.	February 1, 1982
SWIFT, B.	June 24, 1982
GREGORINI, T.	August 29, 1983
DUBOIS, T.	August 29, 1983
FERRIS, D.	December 19, 1983
BRESCACIN, F.	December 19, 1983
ROBERTSON, D.	January 2, 1985
BARRETT, T.	January 2, 1985

NAME	APPOINTED TO DEPT.
SCHILDROTH, T.	September 2, 1986
CAMPBELL, B.	September 2, 1986
BEACH, J.	September 2, 1986
KOZACK, B.	September 2, 1986
MARTYNUCK, S.	January 5, 1987
PIHLAJA, R.	January 5, 1987
PAGNUCCO, M.	March 9, 1987
GILLESPIE, C.	March 9, 1987
SMITH, S.	March 31, 1987
DIONISI, M.	March 31, 1987
SIMON, M.	March 31, 1987
CARMICHAEL, T.	August 10, 1987
LAJOIE, J.	August 10, 1987
St. JULES, J.	November 9, 1987
GRIGG, D.	March 21, 1988
CHEESEMAN, J.	February 27, 1989
MILLS, D.	May 8, 1989

NAME	APPOINTED TO DEPT.
BUMBACCO, G.	June 4, 1990
NIRO, A.	January 2, 1991
QUESNELE, S.	May 27, 1991
MANCUSO, F.	May 27, 1991
COLE, S.	June 10, 1991
ZORZI, R.	May 4, 1992
MAKKONEN, P.	July 15, 1992
SHAUGHNESSY, F.	July 15, 1992
GARDINER, A.	January 4, 1993
GREVE, R.	January 4, 1993
DOUGLAS, J.	January 4, 1993
LAMORIE, S.	January 11, 1993
OLIVER, B.	January 11, 1993
BRECHIN, K.	January 11, 1993
OLIVERIO, M.	January 11, 1993
STITT, J.	March 29, 1993
McGRATH, M.	March 29, 1993
FRASER, D.	May 17, 1993
GOULD, J.	May 17, 1993

Sault Ste. Marie Fire Services

Personnel Listing

NAME	APPOINTED TO DEPT.
DUROCHER, M.	March 7, 1994
KENOPIC, M.	March 7, 1994
BOUCHER, D.	March 7, 1994
CAMERON, K.	March 28, 1994
CELETTI, R.	March 28, 1994
PROVENZANO, C.	May 24, 1994
COUTU, D.	March 6, 1995
HACHEY, J.	March 6, 1995
BREAULT, C.	April 3, 1995
JOHNSON, P.	April 3, 1995
MacFARLANE, J.	May 21, 1996
JAREMKO, J.	July 8, 1996
HALLE, D.	August 6, 1996
ELGIE, G.	June 17, 1997
BISHOP, R.	April 14, 1998
CROZIER, D.	August 10, 1998

NAME	APPOINTED TO DEPT.
FOSTER, S.	May 10, 1999
SCORNAIENCHI, M.	May 10, 1999
WEBB, J.	June 5, 2000
McLEAN, M.	June 19, 2000
MILOSEVICH, P.	February 26, 2001
HUCKSON, C.	October 1, 2001
McINTYRE, M.	April 22, 2002
MORGENSTERN, M.	May 6, 2002
STARES, D.	August 19, 2002
ANTONELLO, P.	January 6, 2003
MELCHIORRE, L.	April 19, 2004
RATHWELL, T.	May 9, 2005
O'NEILL, S.	May 24, 2005
SWINN, K.	July 11, 2005
McCARTY, A.	April 25, 2006
BELSITO, F.	June 26, 2006

NAME	APPOINTED TO DEPT.
SPURWAY, K.	May 14, 2007
FEWCHUCK, P	May 14, 2007
MAITLAND, T	September 24, 2007
WALLACE, B.	January 21, 2008
BUNTING, A.	April 21, 2008
TURPIN, B.	May 26, 2008
VAN HOEK, J.	September 8, 2009
FINN, C.	November 30, 2009
WILSON, T.	December 2, 2009
SHAUGHNESSY, R	June 28, 2010
KOCHANOWSKI, D.	October 11, 2011
CROZIER, M.	December 12, 2011
PATEMAN, G.	January 9, 2012
SCOTT, J.	March 5, 2012
BROCKELBANK, N.	October 9, 2012
HANES, N.	December 10, 2012
CUMMING, J.	January 02, 2013
COCCIMIGLIO, D.	March 04, 2013
AGNEW, K.	June 10, 2013

Sault Ste. Marie Fire Services

Personnel Listing - EMS

Name	Appointed to Dept.
HENDRIE, P.	April 1, 2002
HILDERLEY, B.	April 1, 2002
CASOLA, M.	April 1, 2002
RUSHWORTH, R.	April 1, 2002
KING, J.	April 1, 2002
ORR, J.	April 1, 2002
MARTIN, B.	April 1, 2002
NEAL, S.	April 1, 2002
OLSEN, S.	April 1, 2002
KOIVISTO, E.	April 1, 2002
BENNETT, R.	April 1, 2002
RATHWELL, S.	April 29, 2002
MARSHALL, C.	April 29, 2002
MITCHELL, K.	June 17, 2002
CULINA, D.	Nov 23, 2003
BOWEN, J.	Aug 18, 2003
THORBURN, J	May 31, 2004

Name	Appointed to Dept.
HAINES, B.	July 25, 2005
THOMAS, J	Jan 31, 2006
ONOFRIO, T.	May 23, 2006
VAN HORNE, K.	June 20, 2007
RIBIC, K.	June 18, 2008
NORRIS, J.	July 3, 2008
CESKAUSKAS, J.	Dec 8, 2009
ZANATTA, K.	Jan 5, 2010
HICKEY, M.	Feb 11, 2010
STRACHAN, J	March 16, 2011
SOLOMON, K.	March 16, 2011
CAPANCIONI, R.	March 16, 2011
CAIN, T.	June 22, 2011
DOYLE, C.	Jan 16, 2012
CALLAHAN, J.	July 19, 2012
VALENTE, J.	Oct 22, 2012
GUILIETTI, D.	Dec 18, 2012

Part Time

Name	Appointed to Dept.
KIRKHAM, K.	April 1, 2002
LANGEVIN, D.	June 16, 2003
SADOWSKY, H.	Nov 30, 2009
WELMERS, E.	Nov 26, 2012
NEUREUTHER, S.	Dec 18, 2012
GERWLIVCH, A	June 17, 2013
KLINGENBERG, I	July 18, 2013
SZYMBERSKI, M	October 21, 2013

Emergency Response Centres

1) <u>Station 1</u>
72 Tancred Street



2) <u>Station 2</u>
363 Second Line W.



3) <u>Station 3</u>
100 Bennett Blvd.



4) <u>Station 4</u>
65 Old Garden River Road



5) <u>EMS</u>
15 Shingwauk St.





Alarms Answered From Each Station

Dispatch and Response Report

Month 2013	# 1 Station	#2 Station	#3 Station	#4 Station
January	66	55	64	94
February	41	60	61	71
March	65	53	57	60
April	51	50	56	85
May	94	64	59	86
June	68	67	72	92
July	98	85	96	95
August	75	66	75	87
September	85	76	86	103
October	67	62	79	107
November	75	72	68	81
December	68	84	71	83
Total	853	794	844	1044

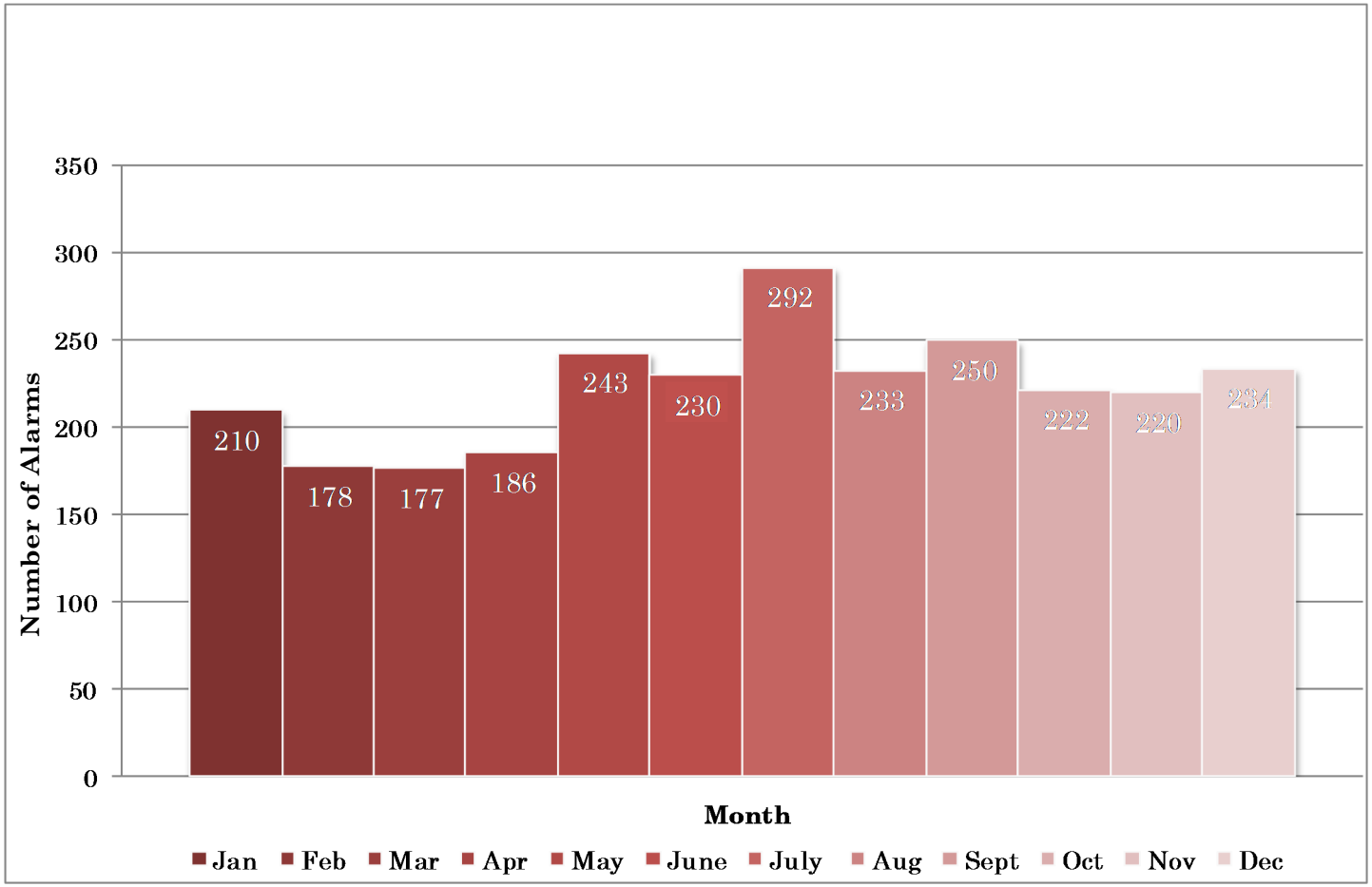
Out of City Alarms 2013

During the year, 37 alarms were answered to points outside the city:

- Aweres Township: 2
- Garden River: 1
- Prince Township: 8
- Ranking Reserve: 25
- Sault Ste. Marie Michigan; 1

Fire Suppression Alarms 2013

Number of Monthly Alarms

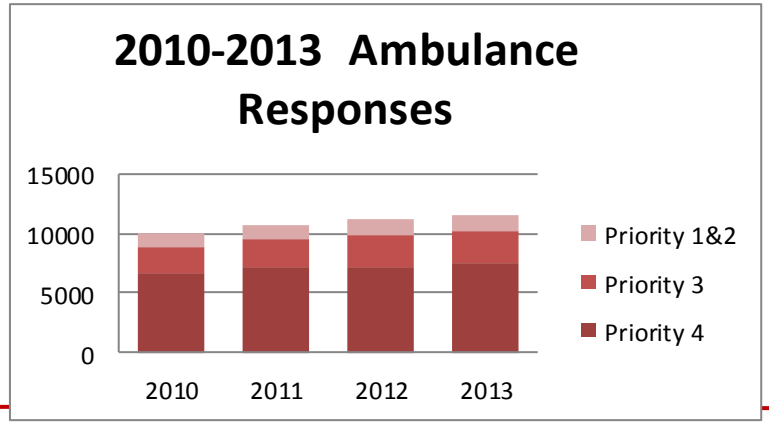


Total Alarms Answered: 2,675

Emergency Medical Services' Responses

Total Ambulance Responses

Month	Priority 1	Priority 2	Priority 3	Priority 4	Priority 8	Total
January	71	39	236	668	3	1017
February	72	29	170	570	2	843
March	84	54	209	622	2	971
April	73	43	197	616	2	931
May	74	45	210	632	1	962
June	81	42	207	659	3	992
July	75	62	206	624	1	968
August	69	52	247	668	1	1037
September	75	28	236	589	2	930
October	75	51	225	631	1	983
November	82	46	232	589	1	950
December	91	59	231	647	0	1028
Total	**922**	**550**	**2606**	**7515**	**19**	**11612**
Percentage	8%	5%	23%	64%	N/A%	100%



Priority 1 - Patient Transfer, deferrable call for up to 24 hours

Priority 2 - Scheduled patient transfer

Priority 3 - Prompt response, may be delayed for up to 10 minutes or in the event of a Priority 4 call

Priority 4 - Urgent, immediate response required; lights and siren used

Priority 8 - Stand by as requested at Police or Fire scenes

NOTE: Priority of dispatch determined by Ambulance Communications Officer working for the Ministry of Health Dispatch Centre

Fire Records from 1987

Year	Alarms	Population	Estimated Fire Loss	Per Capita Loss
1987	1,057	80,900	1,458,363.00	18.03
1988	1,282	80,900	1,107,874.00	13.69
1989	1,330	81,808	2,019,929.41	24.69
1990	1,326	81,808	2,363,082.00	28.89
1991	1,443	79,366	1,448,528.00	18.25
1992	1,328	81,476	1,139,551.00	13.99
1993	1,402	81,406	3,057,914.00	37.56
1994	1,611	81,476	2,444,813.00	30.01
1995	1,842	81,340	1,788,171.00	21.98
1996	1,584	80,054	2,702,175.00	33.75
1997	2,551	80,054	2,490,849.00	31.11
1998	2,867	80,054	5,621,434.00	70.22
1999	2,527	80,054	2,502,572.00	31.26
2000	2,076	80,054	1,990,912.00	24.87
2001	2,011	74,413	2,001,121.00	26.89
2002	1,934	73,467	2,308,777.00	31.43
2003	1,969	72,744	1,536,383.00	21.12
2004	2,007	72,744	2,321,910.00	31.92
2005	2,220	72,744	2,219,093.00	30.51
2006	2,260	75,000	2,178,053.00	29.01
2007	2,410	75,000	4,268,630.00	56.91
2008	2,386	75,000	2,326,150.00	31.01
2009	2,320	74,948	3,523,320.00	47.01
2010	2,386	74,948	2,787,875.00	37.20
2011	2,463	75,300	3,284,260.00	43.61
2012	2,436	75,683	2,964,130.00	39.16
2013	2,675	75,141	4,304,525.00	57.26

2013 Estimated Loss:

Classification of Property

Type	Loss ($)
Dwellings	1,470,700
Apartment Buildings	206,000
Garage / Sheds	413,100
Vehicles (cars, trucks, …)	360,850
Industry	129,000
Care Facility / Hospital	200,000
Commercial	1,515,000
Miscellaneous	9,875
Total	4,304,525

Major Fire Incidents in Sault Ste. Marie

Date		Incident	Fire Loss
1997	August 27	MERCAPTAIN SPILL - Natural Gas Distribution Plant - Base Line	
	September 30	NATURAL GAS MAIN BREAK - McNabb Street	
	November 8	G.P. FLAKEBOARD EXPLOSION - Base Line	1,225,000
	December 28	REPEAT RENTALS - Railroad Avenue	250,000
1998	May 8	APARTMENT BUILDING - 43 Lewis Road	112,000
	September 20	COMMERCIAL BUILDING - 687 Trunk Road	3,000,000
1999	January 5	DWELLING - Queen Street East	370,000
	November 17	CARMEN'S SMALL ENGINES - Carpin Beach Road	400,000
2000	August 16	DWELLING - Pim Street	350,000
2001	May 20	MULTI-UNIT DWELLING - Queen Street East	155,250
	October 3	TRAIN DERAILMENT - Bruce & Wellington East	
2002	February 10	LAFRENIERE TRUCKING - 309 Fifth Line	638,500
	August 1	SOO MILL - 296 North Street	510,000
	June 14	MULTI-UNIT DWELLING - 441 Queen Street East	303,500
2004	February 10	DWELLING - 1167 Second Line West2003	275,000
2005	June 22	DWELLING - 70 Spruce Street	190,000
	August 12	NATURAL GAS - Second Line & Farwell Terrace	
2005	September 15	CHIP GRINDER - Owned by Rainone Construction	200,000
2006	April 16	SEWER OUTFLOW PIPE - 2269 Queen Street East	200,000
	December 20	RESTAURANT - 21 Trunk Road	635,000

Date		Incident	Fire Loss
2007	April 8	ESSAR ALGOMA STEEL - 105 West Street	1,200,000
	June 4	ESSAR ALGOMA STEEL - 105 West Street	500,000
2008	January 11	DWELLING - 151 Country Club Place	250,000
	March 14	DWELLING - 349 Second Avenue	336,000
2009	January 24	DETACHED GARAGE - 1409 Base Line	335,000
	June 13	DWELLING - 453 Town Line Road	360,000
	July 17	DETACHED GARAGE - 4 Labelle Ave.	265,000
2010	April 27	MULTI- VEHICLES - 131 Yates Avenue	150,000
	September 26	APARTMENT, FLAT & BUSINESS - 324 Queen Street East	268,000
	December 31	MULTI-UNIT DWELLING - 230 St. Andrew's Terrace	400,000
2011	May 19	MULTI-UNIT DWELLING - 606 Wellington Street East	140,000
	July 18	MULTI-UNIT DWELLING - 120 Andrew Street	250,000
	August 30	COURT FACILITY - 426 Queen Street East	615,000
2012	February 11	DETACHED DWELLING - 55 Edison Avenue	250,000
	July 2	SHED, EXPLOSION - 568 Morrison Avenue	157,700
	September 23	DETACHED DWELLING - 92 Churchill Boulevard	366,333
2013	February 7	NORTHERN BREWERIES 503 Bay Street	129,000
	March 17	MOTOR VEHICLE REPAIR GARAGE 744 Old Goulais Bay Road	500,000
	November 17	B & R AUTO COLLISION 1116 Great Northern Road	1,000,000

2013 Sault Ste. Marie Fire Services Statistics

Number of Fires with Recorded Fire Loss

Month	Number
January	6
February	8
March	4
April	5
May	5
June	7
July	9
August	6
September	2
October	5
November	7
December	4
Total	68

This table represents fires responded to by fire services. This is a **decrease of 24 fires** with a recorded fire loss when compared with 2012 statistics.

Total Estimated Fire Loss in Sault Ste. Marie

Month	Building Loss ($)	Contents Loss ($)	Vehicle Loss ($)	Total Loss ($)
January	270,200	161,500	15,000	446,700
February	354,600	52,000	183,000	589,600
March	250,000	335,000	42,000	627,000
April	40,500	8,000	50	48,550
May	97,000	138,000	1,800	236,800
June	51,300	4,000	70,000	125,300
July	19,550	1,000	2,000	22,550
August	152,225	25,500	-	177,725
September	102,500	50,000	-	152,500
October	476,000	168,500	8,000	652,500
November	909,000	156,500	26,000	1,091,500
December	110,000	10,800	13,000	133,800
Total	2,832,875	1,110,800	360,850	4,304,525

2013 Sault Ste. Marie Fire Services Statistics

Estimated Value / Loss / Savings to Building and Contents

Month	Estimated Fire Loss ($)	Estimated Value ($)	Estimated Savings ($)
January	431,700	1,511,000	1,079,300
February	406,600	3,743,100	3,336,500
March	585,000	1,140,000	555,000
April	48,500	932,450	883,950
May	235,000	237,500	2,500
June	55,300	500,000	444,700
July	20,550	747,000	726,450
August	177,725	943,500	765,775
September	152,500	152,500	0
October	644,500	10,773,000	10,128,500
November	1,065,500	3,264,000	2,198,500
December	120,800	6,527,000	6,406,200
Totals	3,943,675	30,471,050	26,527,375

2013 Sault Ste. Marie Fire Services Statistics

Causes of Fire Services Responses

Cause	#	Cause	#
False Alarms - Faulty Alarm Systems	225	Motor Vehicles - Non-Emergency	31
False Alarms - Malicious	16	Incendiarism and Vandalism	8
False Alarms - Good Intent	86	Arson	11
False Alarms - Accidental	294	Hazardous Materials	0
Grass, Bush, Brush and Rubber Fires	150	Matches, Lighters and Candles	3
Chimneys	1	Cigarettes	5
Courtesy Calls (Assist Police, etc.)	185	Electrical	13
Gasoline, Oil (Spills; Leaks)	22	Water Pipe Bursts/Leaking	19
People Trapped (Elevators, Auto)	23	Natural Gas Leak	26
Motors (Overheated; Burnouts)	22	Propane Leak	2
Cooking Oils, Grease, Food on Stove	53	Carbon Monoxide	243
People Locked In/Out of Buildings/Apartments	18	Medical Calls	982
Combustibles	1	Water/Ice Rescue	6
Furnaces, Stoves	0	Rescues - Other	20
Fireplaces (Overheated; Defective)	2	Undetermined Calls	23
Hot Ashes	1	Miscellaneous	110
Motor Vehicles - Emergency	74		

Total Responses of All Types: 2,675



Fire Suppression Division

Fire Suppression Divisional Report



The Sault Ste. Marie Fire Suppression Division is one of only 28 full time fire services in the province of Ontario. A total complement of 88 personnel within the Fire Suppression Division provides our community with fire protection services. Staffing levels vary from 17-22 personnel on duty per platoon, depending on holiday assignments and sick leave.

Through the years job functions of a career firefighter have evolved to include, response to fires, ice/water rescues, vehicle extrication, confined space rescues, trench rescues, hazardous materials incidents, water based small craft fires/rescues, airport emergencies and tiered medical responses.

Upon arrival at any given incident the primary response objectives of the fire service are preservation of:

- **Life safety,**
- **Fire/incident control and,**
- **Property/environmental conservation.**

These response objectives enable our Fire Suppression personnel to have clear and consistent direction during any emergency incident.

Fire Suppression Divisional Report

The Deputy Fire Chief – Suppression is responsible for the daily operations of the Fire Suppression Division. This includes but is not limited to:

- Attendance management
- Promoting health and wellness
- Managing and coordinating all training activities
- Creating, maintaining and applying department policies and procedures.
- Quality assurance of reports
- Health and Safety of Suppression Division
- CBRNE activities
- Liaison with other City departments and private industry.
- Resolving worker / employer discrepancies within the Collective Agreement

During 2013 Sault Ste. Marie Fire Services (SSMFS) retired four of our Fire Suppression personnel leaving our service with a void of over 129 years of experience.

The following personnel retired in 2013:

- **Captain Rob Hewitt** retired February 28, 2013 – 29 years 2 months' service
- **Platoon Chief Bruce Lash** retired May 31, 2013 – 35 years' service
- **Captain Wayne McDermid** retired Dec 31, 2013 – 33 years 4 months' service
- **Captain Brent Swift** retired December 31, 2013 – 31 years 6 months' service

SSMFS is grateful for the years of dedication and loyalty provided by these four employees and wishes they enjoy as many active years of retirement.

Fire Suppression Divisional Report

Three new recruits were hired to replace the retirees:

- **Jordan Cumming** hired January 2, 2013
- **Derrek Coccimiglio** hired March 4, 2013
- **Kyle Agnew** hired June 10, 2013

As a result of four retiring officers, three of our personnel were promoted to the rank of Captain and one promoted to the rank of Platoon Chief:

Platoon Chief:

- **Terry Dubois** promoted June 4, 2013 - 29 years 10 mths' of service

Captains:

- **Michael Pagnucco** promoted March 4, 2013 - 26 years' service
- **Chris Gillespie** promoted June 4, 2013 - 26 years 2 months' service
- **Scott Smith** promoted January 1, 2014 - 26 years 10 months' service

Going forward SSMFS has developed a succession plan to replace personnel who are eligible to retire over the next four to five years. This includes a recruitment drive held in the spring/summer of 2011. Over 220 potential recruits applied; during the weeks that followed an extensive hiring process condensed the number to a list of 22 recruits.

Fire Suppression Divisional Report

As of December 31, 2013 SSMFS has hired four recruits from our current list. Senior Management estimates by the end of 2014 SSMFS will offer employment to a minimum of five new recruits which will reduce the original list of twenty two down to thirteen.

Personnel who start their career as communication operators are eventually assigned as a fourth class firefighter. Annual testing of eligible staff who successfully pass their class exams qualifies them to be promoted to the next level until they achieve the rank of first class. This process is delivered, monitored and evaluated by our Platoon Chiefs through the office of the Deputy Fire Chief. In 2013, thirteen personnel successfully participated in this promotional process.

Fire Suppression crews continued with their involvement in Fire Prevention initiatives, conducting regularly scheduled visits to various residential establishments in our community. In 2013 our Fire Suppression personnel continued with the 'Home Fire Safety Awareness' program. The program ran from May to September. Fire Suppression personnel provided the public with literature and general knowledge applicable to Home Fire Safety Awareness. In addition suppression staff also continued to assist the Fire Prevention Division with other Public Education Programs.

The Fire Suppression Division will continue to stay focused on providing residents of our community with an effective and essential emergency service by maintaining and enhancing the programs currently in place.

Fire Suppression Divisional Report

Training / Activities

Fire Suppression crews are required to maintain their competencies under the direction of the Deputy Fire Chief and Platoon Chiefs. The program development, management and documentation of all training related activities are monitored through the office of the Deputy Fire Chief.

The Deputy Fire Chief sets the parameters for the yearly training schedule. Officers and Acting Officers are accountable to deliver the subject matter which covers a wide range of firefighter competencies. In addition to regularly scheduled training, Officers are required to identify specific training needs for their respective personnel and to ensure that these training objectives are achieved. Officers document and record their personnel's training hours in the department's CriSys reporting system.



A total of 24,971 training hours were recorded in 2013 for our Fire Suppression staff. This marks an overall decrease of 1,228 hours compared to 2012 for a 5% decrease in annual training hours. This statistic reflects an average of 284 annual training hours per individual.

Fire Suppression Divisional Report

SSMFS continues to deliver specialized training to suppression personnel. The following specialized training is provided:

- Ice/Water Rescue Program
- Firefighter Survival
- Confined Space
- Hazardous Materials –CBRNE response
- Vehicle Extrication
- Wild Land Forest Firefighting



During the winter of 2013 suppression personnel reviewed the theory components and performed practical ice water rescue techniques. Our eight ice water rescue technicians provided the training.

In 2014 SMFS will acquire a qualified agent to certify six to eight suppression personnel in Swift Water Rescue competencies at the Technician Level. This will assure that SSMFS will have an adequate source of associate instructors to provide the necessary annual training.

Fire Suppression Divisional Report

Since 2005 SSMFS has developed an Associate Instructor program within our department. By acquiring expert third party private contractors, select suppression personnel are trained to the Technician Level enabling them to provide the learned skills to the rest of their respective platoon members. Auto extrication provided by the Ontario Fire College was the first program SSMFS personnel attended to become associate instructors. Currently SSMFS has twenty Associate Instructors who deliver six specialized programs to our suppression staff.













Fire Suppression Divisional Report

Highlights of Training Activities for 2013

January - March - #1 Platoon

- Reviewed and practiced Ice/Water Rescue techniques from both shore-based and water-based positions utilizing WR1 (water rescue craft). Associate Instructors were Captain Scott Smith, Firefighters Ray Zorzi and David Halle.
- Scenarios were set at Bellevue Marina, Pine Street, just south of the civic boat launch. Evolutions included victim cold water rescue and firefighter self-rescue techniques.
- In March, Ontario Fire College (OFC) presented Company Officer 401 series. Training was conducted at the Prince Fire Volunteer Fire and Training Centre. Completing this 20 hours program were Firefighters Tyler Rathwell and Jeremy Van Hoek, Captain Michael Dionisi and Platoon Chief Terry Dubois.

April - June - #1 Platoon

- Platoon Chief Dubois attended a week long Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Partners Team Training Program held at the OFC campus in Gravenhurst. CBRNE Level 2 and Level 3 teams from across Ontario attended sessions on new equipment available, chemical suicide-hydrogen sulfide, clandestine lab and explosive devices. Decontamination practices included technical and dry decontamination as well as review of hazardous materials and provincial team training. Presenters included OPP-UCRT Team, forensic specialist Eamonn McGee. Hazardous materials experts and special presentations from Canadian Coast Guard Spills Action Team.

Fire Suppression Divisional Report

April - June #1 Platoon continued

- Annual portable pump training was completed in early spring in anticipation of grass fire season.
- In Service program began with firefighters providing public education and smoke alarm awareness during this door-to-door campaign.
- Pumper companies conducted pump operations involving aerial ladder operations, relay pumping and drafting procedures. This scenario based evolution was conducted at Bush Plane Museum under Captain Mirt Pinnell.
- Union Energy technicians conducted a natural gas pipeline review of safety procedures and incident scene control for #1 Platoon at the RESC.

July - September - #1 Platoon

- Fire crews practiced airport response procedures at Sault Ste. Marie Municipal Airport. The scenario involved fire service operations of RED 2 supported by tanker water shuttle. These exercises were simulated during airport staff off-duty hours. SSMFS continued qualifying operators for RED 2 airport crash truck as well as tanker operators.
- Pumper/truck rodeo conducted at RESC are exercises to develop skills operating all fire service heavy vehicles. Novice drivers practiced negotiating a simulated obstacle course and braking tactics.
- High Rise training conducted at Knights of Columbus Towers included aerial procedures. Standpipe connections are rehearsed with firefighters flowing water to remote locations (top floor) hose cabinets.

Fire Suppression Divisional Report

October - December - #1 Platoon

- #1 Platoon certified 19 firefighters in wild land firefighting tactics per SSMFS agreement with the Ministry of Natural Resources.
- Auto Extrication practices conducted at Andre's Auto Recyclers were accomplished with heavy hydraulics observing safety procedures and scene management. Evolutions of victim rescue included scene stabilization, glass management, cosmetic removal, dash spread as well as door and roof removal.
- Platoon Chief Terry Dubois attended a Hazardous Materials Technician course held at OFC in November. CBRNE teams from Ontario and a team from Drummondville, Quebec were in attendance. Course program included bulk carriers, detection and monitoring equipment, plugging and patching. Training wrapped up with a mock scenario held on OFC campus.

#2 Platoon

January - March - #2 Platoon

- Associate Instructors Firefighters Sandy Gardiner and Dave Boucher delivered Technician Level Ice/Water Rescue training. Rescue procedures for a victim who had fallen through the ice were reviewed during these scenarios which were located southwest of the Pine Street Marina water entrance. These scenarios provided firefighters with practice wearing personal protective equipment, working in sub-zero temperatures as well as use of all equipment dedicated to this type of Ice/Water rescue.
- New recruits, Nathan Hanes, Kyle Agnew and Neil Brockelbank successfully completed 17 mandatory components of the Ontario Fire Service Standards qualifying them to respond on apparatus to alarms.

Fire Suppression Divisional Report

April - June - #2 Platoon

- #2 Platoon crew were recertified by St. Johns Ambulance in CPR., HCP and Automated External Defibrillator (AED).
- Water Rescue 2 vessel was taken out of winter storage and put back in service. Operating Guidelines related to water rescue and WR2 were reviewed by our platoon's crews. A new GPS chart plotter was added to our equipment and we practiced with this navigational aid Our crews also reviewed procedures for navigating the Sault Ste. Marie lock.
- All pump operators participated in annual portable pump training in preparation for grass fire season. Scenarios using various pumping procedures were created to challenge crews.
- Guest speakers delivered lectures; Red Cross on their function and resources; Union Energy on Natural Gas incidents.
- Annual In Service home smoke alarms and carbon monoxide (CO) detector program started with firefighters out three evenings per week in various neighbourhoods throughout the City.
- Ongoing Pre-plan updates and creation of new plans commenced with all fire stations reviewing and updating plans in their zones.
- Fire stations began their spring cleaning; painting various locations, yard cleanup and deep cleaning of assigned areas,

Fire Suppression Divisional Report

July - September - #2 Platoon

- In Service home inspections continued through this period.
- With the cooperation of Sault Ste. Marie Police Service, Fire Services' firefighters were permitted to use their training house at RESC. This house was filled with artificial smoke and our crews performed search and rescue in a simulated environment. The crews' scenario was rescuing a fallen firefighter using our Rapid Intervention Kit.
- Firefighter self-rescue techniques were reviewed by crews at RESC and practical scenarios were performed utilizing in-house training aids.
- Candidates for Captain promotions were allotted time to study and research in preparation for upcoming promotional exams.
- Pre-plan updates continued.
- Auto Extrication exercises were conducted on site at Andre's Auto Recycling. Crews practiced using various auto extrication tools such as "Jaws of Life", shears, rams and assorted hand tools. Side, glass and roof removal were the main focus. Scene survey and stabilization were reviewed as well.
- Rope rescue techniques were reviewed and a scenario was staged in a ravine so crews could practice their skills rescuing a victim injured at the bottom of the ravine. A rescue basket was lowered to package the victim. The lowering system was converted to a haul system raising the victim and rescuers to the top of the ravine.

Fire Suppression Divisional Report

October - December #2 Platoon

- Confined space equipment was reviewed and crews became familiar with equipment used for confined space rescue. The tri-pod and "4 to 1" haul system; Allegro ventilation fan; rope rescue equipment were all reviewed in addition to personal protective equipment including fall arrest harnesses, supplied air respirators, Scott escape packs and rescue helmets.
- WR1 was returned to service. Crews reviewed applicable operating guidelines and practical training with the airboat was conducted on St. Mary's River.
- Procedures for airport response were reviewed by crews. Pumper 2 is at the airport regularly keeping up to date on equipment and procedures.
- During the month of December, numerous children were our guests for our annual station tour event during the Christmas break.

#3 Platoon

January - March - #3 Platoon

- Ice/Water training conducted by Associate Instructors was completed by all personnel on #3 platoon.
- CPR/Defibrillation recertification for all personnel completed by St. Johns Ambulance.
- Firefighter self-rescue scenarios completed by all personnel and monitored by the Associate Instructor.

Fire Suppression Divisional Report

April - June - #3 Platoon

- Haz-Mat equipment reviewed as well as meters
- All on duty personnel participated in practical scenario at seniors home. Evolutions included search and rescue, aerial practice, standpipe systems, entry control and communications.
- Practical hazardous material training scenario at #3 fire station with crew members conducting operations as well as using meters and equipment from Haz Mat trailer.
- In Service home inspections began. Crews conducting door to door visits within their district.
- Numerous pumping operation scenarios conducted in different locations of the city.
- Scenarios on the water using WR2
- Public Relations partnership with the YMCA for Kidz Day.

July - September - #3 Platoon

- Auto Extrication training and scenario partnered with Hazardous Materials scenario at local auto wreckers.
- Confined space review at #4 fire station.
- Firefighter self-rescue training continued at RESC
- All crews conducted review of elevators at high rise buildings in city.
- Finished In Service home inspection program
- Review aspects of health and safety through Algoma Public Health
- Crews reviewed and updated Pre-plans

Fire Suppression Divisional Report

October - December - #3 Platoon

- Completion of assigned subjects outlined in the yearly training schedule
- Continued confined space training
- Review of ice/water rescue and chimney fires Operating Guidelines.

#4 Platoon

January - March - #4 Platoon

- The Technician Level Ice/Water Rescue Program was delivered by Associate Instructor Firefighter Richard Bishop. Platoon members used the St. Mary's River waterfront to review offshore-based techniques and to sharpen our water-based rescue proficiencies.
- New recruit Jordan Cumming, hired in January, was trained on our communications system to which he was assigned for the first six months of his probation. By March 31 he completed the 17 mandatory components of the Ontario Fire Service Standards qualifying him to respond on apparatus to alarms.
- Hydrogen Cyanide training was delivered to crews by Platoon Chief Joe May using a Power Point presentation provided by Sault Ste. Marie Police Service. Personnel were made aware of identifying this product, the immediate dangers and how to mitigate the situation.

Fire Suppression Divisional Report

April - June - #4 Platoon

- All crews were recertified in CPR and Automated External Defibrillator (AED). Training was provided by an external instructor through St. Johns Ambulance.
- Portable Pumps and Pumper Operations training was provided by in house Associate Instructors. Crews were given various scenarios with the expectation to provide proper water pressure and water volume while using fire attack hose lines.
- Annual training to maintain our proficiency on Water Rescue 2 "Buster B" was conducted on St. Mary's River as boating season began. Crews trained on different scenarios that may occur requiring our assistance.
- Guest speakers presented lectures as part of our ongoing Health and Wellness Program. Shelly Pascall, representing Red Cross, provided us with various aspects of the services this agency provides on a local, provincial and global nature.
- Don Van Daele updated our crews on safely conducting responses to natural gas incidents as part of our ongoing working relationship with Union Gas.

July - September - #4 Platoon

- Smoke alarm In Service program was conducted throughout the summer during evening hours. Crews ensured smoke alarms were working properly and provided fire safety information to residential occupants.
- Yearly Pre-plan updates were accomplished as crews visited sites on our Pre-plan list and updated any information that had changed since our last site visit.

Fire Suppression Divisional Report

July - September - #4 Platoon continued

- Part of SSMFS mandate is to respond to the Sault Ste. Marie Municipal Airport in event of an aircraft emergency. Crews have been training on potential aircraft emergencies and conducted a scenario using Fire Services' equipment as well as Airport firefighting equipment.
- Candidates eligible for promotion to Acting Captain prepared for their examination process. Crews assisted them in their research and studies. Candidates were assigned a topic for which they were to develop and deliver a teaching plan. Candidates delivered Flashover Training; Ventilation Training; and a HazMat Propane teaching plan using Power Point Presentations followed by practical scenarios.

October - December - #4 Platoon

- In anticipation of an agreement between the City of Sault Ste. Marie and the Ministry of Natural Resources in 2014, crews completed training provided by Associate Instructor, Firefighter Paul Makkonen and qualified to the awareness level in Wild Land Firefighting.
- Training on our all season rescue boat, airboat WR1 was completed by all crews with the onset of winter and ice conditions. Operational Guidelines were reviewed and practical evolutions conducted on St. Mary's River waterfront.
- Winter firefighting operations training was a top priority as colder weather set in. Cold weather pumping operations and hypothermia were the topics delivered.
- Kids at Christmas Holiday tours of the main fire station were provided throughout the holiday season.

Fire Suppression Divisional Report

In conclusion, our Officers and Acting Officers are once again to be commended for the commitment and effort put forth collectively training our Fire Suppression staff. I look forward to the challenges that lie ahead in sustaining and adding to our proficiencies within the fire suppression division. With the support of our fire suppression personnel, we will continue to attain the goals and objectives established by Sault Ste. Marie Fire Services.

The preceding training reports were submitted by SSMFS Platoon Chiefs.

In summary, SSMFS continues to provide a high quality level of fire protection and rescue services to the citizens of Sault Ste. Marie. Our service model is delivered efficiently, optimizing manpower and adjusting to the challenges of running an emergency service. Going forward we will continue to be a progressive, well trained, essential service for the city of Sault Ste. Marie.

Respectfully submitted,



Frank Brescacin
Deputy Fire Chief

Fire Suppression Divisional Report













Ontario Fire College

The Ontario Fire College is located in Gravenhurst, Ontario. It was established in 1949 as a training unit within the Office of the Fire Marshal and was the first residential fire college established in Canada. The Province of Ontario, through the Ministry of the Community Safety and Correctional Services, established the Ontario Fire College to provide education and training for members of fire services in the Province.

In 2010, the Ontario Fire College revamped the Company Officer Program. Level 1 and Level 2 certificate programs are delivered off-campus through associate instructors. Upon successful completion of the diploma level courses student-learners are awarded an OFC Company Officer Diploma.



Ontario Fire College

The Company Officer Program Courses

Level 1

- Legislation/ Standards/ Program Orientation
- Pre-Incident Planning
- Intro to Essentials of Incident Management

Level 2

- Incident Management Theory & Size Up
- Advanced IMS Theory
- Incident Management Practice
- Specialized Rescue and Response
- Fire Scene Assessment

Diploma Level

- Leadership & Communication Theory
- Practical Communications & Supervision
- Prevention & Inspections
- Principles of Adult Learning
- Application of Adult Education Principles
- Training Administration & Program Planning
- Career Development
- Public Education
- Applied Administration/ Supervision & Equipment Maintenance
- Comprehensive Review & Exam

The Fire Prevention Officer Program Courses

- Legislation/ Standards/ Program Orientation
- Leadership & Communication Module
- Introductory Fire Prevention Module
- Fire Safety Plan Evaluation
- Advanced Fire Prevention Module
- Adult and Public Education Module
- Fire Scene Assessment
- Comprehensive Review & Exam

Ontario Fire College

Level 1 Certificate

Brian Kozack	CO 401	January, 2013
Michael Simon	CO 401	April, 2013
Scott Smith	CO 401	January, 2013

Level 2 Certificate

Brian Kozack	CO 50102	January, 2013
	CO 50345	February, 2013
	FSA	May, 2013
Stan Martynuck	FSA	May, 2013
Richard Pihlaja	FSA	May, 2013
Michael Pagnucco	CO 506	January, 2013
	CO 50345	February, 2013
Scott Smith	CO 50102	April, 2013

Specialized Ontario Fire College Courses

Hazardous Materials - Tech Level

Terry Dubois	H/M Tech	November, 2013

CBRNE Exercise

Terry Dubois	CBRNE Exercise	June, 2013

Professional Development Seminars and Specialized Courses

Jim St. Jules	Contract Tendering for Municipalities	March, 2013
	CriSys User Group	June, 2013
Bill Wallace	Mechanical Officers' Seminar	April, 2013
	Espar Heater Systems	September, 2013
	AutoAide Diagnostic Testing	December, 2013
Dan Crozier	Spartan Chassis Training	August, 2013
	Espar Heater Systems	September, 2013
	AutoAide Diagnostic Testing	December, 2013

Provincial Medal

The Government of Ontario enacted a regulation under the Provisions of Section 26 (1) of the Fire Marshal's Act, effective April, 1971, to award a medal to members of Municipal Fire Departments in Ontario who had completed thirty (30) or more years of service in recognition of their long and devoted service to the citizens of their communities.

Effective January 1, 1985, the Regulation under the Fire Marshal's Act respecting the Long Service Medal changed the years of service from 30 years to 25 years. Any person after serving a total of 25 years or more is eligible upon application to the Fire Marshal, to receive "The Fire Services Long Service Medal."

Investitures are held at the Ontario Fire College each year or at various locations throughout the Province and recipients of the award receive their medal at an investiture if they so desire, otherwise, the award is mailed to the member at their home.

25 Year Service Medal

NAME	POSITION	YRS	NAME	POSITION	YRS
Robertson, D.	Captain	28	Gillsepie, C.	Captain	26
Barrett, T.	Captain	28	Smith, S.	Firefighter	26
Schildroth, T.	Captain	27	Dionisi, M.	Firefighter	26
Campbell, B.	Captain	27	Simon, M.	Firefighter	26
Beach, J.	Captain	27	Carmichael, T.	Firefighter	26
Kozack, B.	Captain	27	Lajoie, J.	Firefighter	26
Martynuck, S.	Captain	26	St. Jules, J.	Asst Chief	26
Pihlaja, R.	Captain	26	Grigg, D.	Firefighter	25
Pagnucco, M.	Captain	26	Fraser, D.	FPO	25

35 Year Service Bar - CAPTAIN RICHARDS

30 Year Service Bar

Name	Position	Yrs
Bailey, D.	Captain	34
McDermid, W.	Captain	33
Lang, D.	Platoon Chief	32
Pinnell, M.	Captain	32
Coulter, G.	Platoon Chief	31
Provenzano, M.	Fire Chief	31
May, J.	Platoon Chief	31
Swift, B.	Captain	31
Gregorini, T.	Firefighter	30
Dubois, T.	Platoon Chief	30
Ferris, D.	Captain	30
Brescacin, F.	Deputy Fire Chief	30

Federal Medal

In mid-1985, the Government of Canada accepted the proposal for the creation of a service medal for all full-time and volunteer members of the numerous components of Canada's Fire Service. Regulations paralleling those of other Exemplary Service Medals were drafted and a proposed design for the medal submitted to representatives of the Fire Service. Once approved, the regulations and design were forwarded to the Sovereign with Cabinet's recommendations. Her Majesty The Queen signed Letters Patent creating the Fire Services Exemplary Service Medal on August 29, 1985.

The design of the Medal incorporates crossed axes, a hydrant, and a stylized Maltese Cross, an internationally recognized symbol of the fire prevention community. Both are superimposed on a maple leaf, the standard background symbol of Canadian honours. The red of the ribbon represents fire; the gold, common to all Exemplary Service Medals, represents the quality of service honoured.

20 Year Service Exemplary

Barrett, T.
Beach, J.
Brechin, K.
Bumbacco, G.
Campbell, B.
Cheeseman, J.
Carmichael, T.
Cole, S.
Dionisi, M.
Douglas, J.
Fraser, D.
Gardiner, S.
Gillespie, C.
Gould, J.
Greve, R.
Grigg, D.
Kozack, B.
Lajoie, J.
Lamorie, S.
Makkonen, P
Mancuso, F.
Martynuck, S.
McGrath, M.
Niro, T.
Oliver, B.
Oliverio, M.
Pagnucco, M.
Pihlaja, R.
Quesnele, S.
Roberton, D.
St. Jules, J.
Schildroth, T.
Shaughnessy, F.
Simon, M.
Smith, S.
Stitt, J.
Zorzi, R.



30 Year First Bar

Bailey, D.
Brescacin, F.
Coulter, G.
Dubois, T.
Ferris, D.
Gregorini,, T.
Lang, D.
May, J.
McDermid, W.
Pinnell, M.
Provenzano, M.
Richards, R.
Swift, B.



Sault Ste. Marie Fire Services

Emergency Medical Services

EMS Divisional Report



With 2013 well behind us we carry on with thirty-two full time and ten part-time paramedics providing high quality professional pre-hospital care to the city and many surrounding communities we serve. The year was one of continued steady growth and some changes, the majority of which involved statistics and reporting practices. The delivery of land ambulance service is the responsibility of the Sault Ste. Marie District Social Services Administration Board and through an agreement this is provided by the Emergency Medical Services Division of the Sault Ste. Marie Fire Services. This is accomplished with the current deployment plan of four paramedic crews during the day and three at night every day of the year. The ambulance service is licensed and monitored by the Ministry of Health Long Term Care (MOHLTC). These parties all require various reports and information throughout the year to ensure proper patient care, operational documentation and fiscally responsible delivery of the land ambulance service.

EMS Divisional Report

2013 Response Time Performance Plan and Results

The Emergency Medical Services Division dealt with a major change in the reporting criteria and format for response times in 2013. The 2013 Response Time Performance Plan (RTPP) and the Results were reported to the MOHLTC. The results of these reports for all ambulance services in the province are available on the MOHLTC web site. In October the RTPP for 2014 was also submitted defining projected goals and targets for the next calendar year.

This reporting process is legislated by Regulations under the Ambulance Act and requires all ambulance services to submit a predictive plan based on the new reporting standards for land ambulance response times. We are also responsible to report on the achievements of our respective ambulance services for the previous calendar year. Response time is measured in minutes and seconds from the time the dispatcher notifies the paramedic of the call (T2) until the paramedic arrives at that location (T4) as recorded by the MOHLTC Central Ambulance Communications Centre (CACC)

EMS Divisional Report

The manager of the Emergency Medical Services (EMS) is responsible to prepare the initial RTPP based on data and performance levels from previous years. The new reporting format is based on 6 levels of the Canadian Trauma and Acuity Scale (CTAS) reflecting patient need as assessed by the paramedics on arrival.

Briefly:

- Sudden Cardiac Arrest (SCA): person has no pulse and is not breathing
- CTAS 1: severely ill, requires resuscitation and immediate care
- CTAS 2: requires emergent care and rapid medical intervention
- CTAS 3: requires urgent care (i.e. mild asthma, simple fractures)
- CTAS 4: requires less urgent care (i.e. ear ache, sprains)
- CTAS 5: requires non-urgent care (i.e. sore throat)

The MOHLTC set provincial standards for response times for the two most critical medical responses. Their first target time is within 6 minutes of notification to have a defibrillator on scene for sudden cardiac arrest patients. Public access defibrillators can be used to reduce this time as any responder; paramedic, firefighter, citizen, etc. is included in these statistics. The second category is that within 8 minutes a paramedic receiving a call will arrive on the scene of a patient assessed as CTAS 1. The Service submits separately for each of these as a percent the frequency that they expect to meet those target times.

EMS Divisional Report

The service sets the remaining target times for CTAS levels 2 through 5 and the frequency (as a %) that they expect to meet those target times. In laying out the times and frequency of expected success the Sault Ste. Marie plan was based on the 2011 and 2012 statistics and what should be obtainable goals barring any major changes in delivery model and workload. The plan was to start with obtainable goals and adjust plans as the Service felt necessary to provide the acceptable level of care to their constituents.

The attached RTPP statistics table showing targets and achievements does show that the service has met or surpassed the goals set at this time. Historically as workload has increased the percent that each target time has been met is declining. With submission of the plans across the province the Service is able to compare the results with other communities to ensure we are maintaining a performance level that both fulfills the legislated requirements as well as ensures a healthy community

Type of Call by CTAS level	Target Time in minutes (T2 - T4)	RTPP Goal for 2013	Proposed Target Time was met
SCA	6	40 %	59 %
CTAS 1	8	70 %	70 %
CTAS 2	10	75 %	84 %
CTAS 3	15	80 %	94 %
CTAS 4	30	75 %	98 %
CTAS 5	60	75 %	99 %

EMS Divisional Report

IMedic Data Entry Program

All the statistics used for various reports and future planning come from a secure data base that is built by the paramedics themselves through the computerized ambulance call reports that are part of each patient's medical record. Since the middle of 2009 this data has been building and we now have access to over 50,000 records from which to draw statistical information. The data is used in broad searches and general information that helps ensure proper deployment and equipment needs. More specific searches can be done by narrowing the search, even down to the use of a specific piece of equipment or procedure. This kind of search can assist with implementing training initiatives.

Major Call Types 2013	# of Patients
Minor or Major Trauma	1563
Short of Breath	571
Cardiac problems	570
MVC (Motor Vehicle Accident)	329
Cardiac Arrests	75
Baby Deliveries	3

Total calls for 2013: 11,612	
Average per Day	31.8
Dispatched "lights & siren" to scene	7,515
Transported to hospital "lights & siren"	1,436

Fleet statistics 2013	
Kilometers traveled	222.815
Average Kilometers per day	610km

EMS Divisional Report

Another Busy Year

In 2013 we recorded just over 11,600 responses where the paramedics arrived on scene, which is an annual increase of almost 4% again. Of those calls, over 8000 were transported to the Sault Area Hospital where care was transferred to hospital staff in an average of 9.7 minutes. This "off-loading delay" time is slightly reduced from previous years; this is good as these delays keep the paramedics from being available if needed.

Many of the patients we transported are transferred to, or from aircraft at the Sault Ste. Marie Airport, these long distance transfers are common for specialized care. Sometimes these are patients returning to smaller community hospitals across the north after being treated at the Sault Area Hospital. Anyone living near the Sault Area Hospital is aware of the many flights the air ambulance helicopter makes directly to and from the hospital helipad. That is a separate service from the land ambulance system, and is primarily based out of Sudbury.

Results of calls 2013	
Patients taken to Sault Area Hospital	8,287
Patients who refused transport	1,313
Patient transfers to or from the airport	884
Calls to the Sault North area	312
No patient found at scene	294
Person left in police custody	57

EMS Divisional Report

Public Education and Appearances

In 2013 many children and parents learned that not all dinosaurs are extinct as they were introduced to the EMS paramedic's new mascot Terry the Traumasaurus. Terry is a friendly dinosaur that is used at family type events to help introduce the paramedics and children in a safe and friendly environment to lessen fears and help build an understanding of what we do.





Terry made several appearances in 2013 including his debut at the Kidz Safety Festival and the Santa Claus parade. Despite the snowy day Terry was also out at the Paramedic's Helping the Hungry Food Drive in late November where the public donated over $3,000 and approximately 2,000 pounds of food that was delivered to the local Soup Kitchen.

EMS Divisional Report

"My Medication" Program Updated

One of the long term public services the paramedics have provided for years got a boost in the spring when staff were available to update our My Medication List program. This program is designed to provide senior citizens with a highly visible card that lists medications, important medical information and emergency contact information that they "post' on their fridge.

These cards are able to provide paramedics with important information if the patient is not able to during an emergency. Staff visited many seniors' apartments and complexes to sit down and confidentially fill out information completing 643 cards at 1,448 apartments at 16 locations. This worthwhile program will continue as resources allow.



EMS Divisional Report

A critical skill paramedics learn to develop is their own manner of communication with a great range of personalities, ethnic backgrounds, and age groups. Whether reasoning with the scared child or the disoriented Alzheimer's patient their communications skills are often tested more than their medical knowledge.

Another reporting requirement as part of the MOHLTC funding process was a breakdown of demographics of patients transported. The table below shows the age ranges of the patients the service transported in 2013 as well as a male/female breakdown.



Age (yr.)	<1	1-17	18-44	45-64	65-79	80+
# Transported	48	355	1670	2340	2408	2974
Male / Female	16/32	158/197	619/1051	1013/1327	963/1445	908/2066

EMS Divisional Report

If there is one message that the Division and Paramedics would like to share, it is that anyone in our community can make the difference in an emergency situation. The simplest things like teaching children when and how to call 911, playing safe and what to do when someone needs help, can all save a life. All adults are encouraged to take First Aid and CPR training. CPR is safe, simple to learn and is a proven factor in successful resuscitation. Businesses, community organizations and service groups are putting automatic external defibrillators (AEDs) in public and private locations. These simple to use lifesavers are a vital part of saving a sudden cardiac arrest victim. Remember paramedics cannot be everywhere at once, but making sure they are notified immediately and providing emergency care until they arrive is something anyone can do!

Prevention is part of a healthy community; safety awareness and injury prevention programs are offered through many venues and agencies. Regulations such as use of bike helmets, seatbelts and safe driving are part of this, but we also recognize healthy life style choices, a balance diet, physical activity and general wellbeing share in keeping our community healthy.



Robert Rushworth
Manager - EMS Division



Sault Ste. Marie Fire Services

Fire Prevention & Public Education

Fire Prevention & Public Ed. Divisional Report



In 2013 the Fire Prevention Division continued to ensure compliance with clause 2.(1)(a) of the Fire Protection and Prevention Act, 1997. These legislated requirements are performed by the Fire Prevention Division Officers, during routine duties.

In 2013, The Prevention Division once again exceeded the minimum Provincial criteria, as set out by the legislation. The Prevention Division remains proactive in new and innovative education campaigns, directly addressing problematic areas revealed in the Simplified Risk Assessment. Along with education opportunities, the Division remains diligent in routinely inspecting all building stock within the city, ensuring owners are compliant with the Ontario Fire Code. Year after year the Simplified Risk Assessment indicates Class C – Residential occupancies require the most attention. The importance of working smoke alarms in this area cannot be overstated. Through various programs, mainly Fire Services annual smoke alarm program, we have increased the number of code compliant homes by ensuring working smoke alarms are in place. Once again, compliance above the 90th percentile was achieved.

Fire Prevention & Public Ed. Divisional Report

Public Education Programs

In 2013 the Prevention Division continued to provide public education using various programs. The Seniors Home inspection, group tours held at the main fire hall and burn permit application have all proven to be good venues for engaging the public to discuss fire safety. As in the past, the division provided numerous lectures to various groups throughout the community.

Continuing to take advantage of the air waves by partnering with the Community Emergency Management Coordinator provided Fire Services additional resources that addressed similar concerns in both areas. In 2013 the Prevention Division continued to provide educational messages in news print, pamphlets and our dynamic message sign board.







Fire Prevention & Public Ed. Divisional Report

School Programs



Fire Services recognizes our most effective public education initiative is the annual elementary school program. Educating children from JK through to Grade 3 allows the Prevention Division to teach young impressionable children the basics of remaining safe from fire. Over the past several years we have also taken the opportunity to make contact with the Grade 8 class and discuss their role as young adults in fire safety.

In 2013, the Fire Prevention Division presented the "Get Out - Stay Out" program to our local kindergarten through to grade 3, elementary school children. Approximately 30-40 minutes is spent with each grade level presenting an interactive scenario. Fire Prevention Officers provide and display a slide presentation showing various public buildings throughout the community and illustrate the various safety features provided within for the safe evacuation in the event of an emergency. Fire alarm components, exit signs and emergency exit doors were shown and discussions with children as to the purpose and function of each were examined. We discussed the steps needed to implement a home fire escape plan, the dangers of smoke and the procedure used to escape from smoke. Children participate by role playing that they are in a situation where they must exit a building by going through smoke. Children crawl low under smoke and gather at the predetermined meeting place. Smoke alarm operation and maintenance is practiced as well.

Fire Prevention & Public Ed. Divisional Report

The scenario is repeated several times with each student having an opportunity to participate. This program is very well received by the students and has proven to be a valuable teaching asset when covering topics such as; the need to develop, implement and practice a home escape plan; the importance of having a meeting place; the dangers of smoke and how to contact emergency services utilizing 911. A question and answer period follows to reinforce the topics covered.

Along with the primary grades Fire Services takes the opportunity to educate grade 8 classes through a program entitled "Tapp-C" (The Arson Prevention Program for Children) Targeting this age group with information is our last formal opportunity to educate prior to secondary school. The program is presented in a very factual and adult manner. The theme of the lecture is that Fire Services does not take "fire play" lightly. Fire Services discusses potential consequences, both personally and legally for acts such as lighting dumpsters, aerosol containers and various other dangerous fire related acts. We ensure the students understand that playing with fire is not "cool" and has serious ramifications.

Over many years these types of programs have begun to create a fire safe generation. Continuing these programs well into the future will surely decrease fire related injuries, fatalities and property loss in our community.

Over the months of January to May the Prevention Division managed to educate over 3,000 students.



Fire Prevention & Public Ed. Divisional Report

Inspections

The Fire Prevention Division is mandated under the Fire Protection and Prevention Act to provide inspection services for any request and/or complaint. To remain proactive, the Prevention Division routinely performs general inspections in industrial, institutional, care and detention, assembly, mercantile, business and personal service occupancies to ensure these buildings are compliant with the Ontario Fire Code so they remain safe to inhabit. Adopting the "zero" tolerance approach has proven to be a monumental task with more routine inspections proceeding to Provincial Offences Court.

Type	Amount
Building Inspection	525
Retrofit Inspections	14
Residential Smoke Alarm Insp.	623
Complaints	278
General Information	369
Miscellaneous	101
Flow Tests	0
Fire Alarm Tests	3
Building Re-Check Inspections	557
Retrofit Re-Check Inspections	27
Fire & Explosion Investigations	81
Vandalism & Arson Invest.	4
Burning Permit Re-Inspection	2665
Burning Permit Inspections	697
Total	**5,944**

The Prevention Division follows the recommended Ontario Fire Marshal guideline 'OFM-TG-01-2012' for fire safety enforcement. The guideline employs a '3 strike' rule which is the accepted standard in the Province. An initial inspection is performed and a detailed inspection report provided to the owner with a date for compliance. Generally, if violations are not corrected, the owner is allotted a reasonable extension and must commit to us a 'letter of intent' with a compliance date. If the work is still not complete, the matter proceeds to the Legal Department for prosecution.

Fire Prevention & Public Ed. Divisional Report

Type	Amount
Property File Search	$62.00 + HST
Property Re-Sale Inspection	$108.00 + HST
Day Care Licensing	$108.00 + HST
Fire Extinguisher Training	$108.00 + HST
New (First) Burning Permits	$25.00
Burning Permit Renewal (Annual)	$15.00
Burning Permit (Weekly Fee)	$10.00

CORPORATION OF THE

CITY OF S.S.MARIE

User Fee & Service Charges

By-Law 2012 - 11 — Schedule "E"

Effective February 1, 2012

In-Service Fire Safety Awareness Campaign

Similar to previous campaigns, the 2013 In Service campaign involved Suppression crews visiting homeowners door to door. The program is performed throughout the spring and summer months in the evenings, three days a week. Fire Suppression crews engage homeowners in discussions regarding home fire safety. Testing and maintaining smoke alarms, fire escape plans and the Carbon Monoxide Alarm By-law were a few of the items discussed. Pamphlet information was provided to the homeowner with a "Self Checklist" designed to assist the owner in recognizing and mitigating common household fire hazards. The pamphlet also contained information regarding Fire Services zero tolerance policy on Smoke Alarms.

Fire Prevention & Public Ed. Divisional Report

Other Services

In addition to inspections, public education and fire investigations to determine origin and cause, the Fire Prevention Division provides other valuable services. Services ranging from the review of Committee of Adjustment letters, Special Occasion Permit reviews, Barrister file searches to Street and Lane Closures must also be approved by this division. The following table indicates the break down for 2013.

Type	Amount
Station Tours	58
Buildings / Site Plans Reviewed	7
Planning Department Reviewed	27
Committee of Adjustment Reviewed	108
Special Occasion Reviewed	26
Barrister File Searches	28
Lane / Street Closure Reviewed	18
Notice of Violation / Legal	80
Provincial Offenses	33
Smoke Alarm Tickets	3
Fire Safety Plans	89
Fire Safety Plans Reviewed	141
Fire Site Pre-Plans	139
Public Relations	92

Fire Prevention & Public Ed. Divisional Report

Fire Prevention Week

"Prevent Kitchen Fires" was the theme for 2013 Fire Prevention Week. Over the week of Oct 5th through the 12th, Fire Services set up a manned display in the entrance of "Home Depot". The display consisted of various prevention messages regarding safe cooking practices. As patrons entered the store they were engaged by Fire Prevention Officers to discuss fire related issues. Prevention officers presented other messages concerning fire safety measures, such as knowing two ways out of all buildings, working smoke & carbon monoxide alarms and identifying household hazards related to fire.

Public education in this regard is an opportune time to remind home owners to test and/or replace batteries in smoke alarms. A display of smoke alarms, batteries, carbon monoxide alarms was conveniently placed adjacent to the display.

The Arson Prevention Program for Children

The TAPP-C program is a cooperative effort between the Canadian Association of Mental Health, Algoma Family Services and Fire Services. The intent of the program is to ensure young fire setters between the ages of 2-17 receive education pertaining to the dangers of fire play and setting of fires. Participants in the program are also assessed by mental health professionals. The 2013 TAPP-C program realized continued increases in referrals specifically, concerning the fire safety component. Criminal court offices and the Parole Board of Ontario, utilizing the program as a rehabilitation tool can be attributed to this increase.

Fire Prevention & Public Ed. Divisional Report

Building Inspections

Type	Amount
Apartments	196
Banks	1
Bars / Taverns	1
Barber / Beauty Shops	1
Churches	4
Community Halls	17
Daycare - Assembly	10
Daycare - Residential	8
Detention Facility	5
Dwelling - Residential	60
Garage / Auto Body	5
Grocery / Markets / Meats	2
Group Homes / Homes for Aged	35

Type	Amount
Hospitals / Clinics	4
Hotels / Motels	19
Industrial	10
Miscellaneous Building	6
Nursing Homes	10
Offices	19
Restaurants	24
Rinks / Arenas	10
Schools	61
Stores	17
Total Building Inspections	**525**

Fire Prevention & Public Ed. Divisional Report

Station Tours

During the past year, 58 group tours were conducted at various fire stations. These supervised groups of children were from organizations such as Beavers, Cubs, Boy Scouts, Brownies, Girl Guides, various classes from elementary schools and various groups from city playgrounds, nursery schools and church groups.





Type	Amount
Films	19
Lectures	236
Demonstrations	23
Fire Drills	57
School Presentations	158

Fire Prevention & Public Ed. Divisional Report

Risk Watch Coalition

In 2013 the Risk Watch Coalition continued to foster relationships with the Algoma District, Huron Superior Catholic and French school boards.

The Risk Watch committee remained active on program sustainability for 2013. Incentives were offered for teachers to work through the resources with their students.

All the elementary schools in Sault Ste. Marie are now trained in the use of the program.

The Risk Watch coalition continues to receive monetary support from Sault Ste. Marie Fire Services, Sault Ste. Marie Police Services, Safe Community Partnership and Arthur Funeral home.





Paul Milosevich
Assistant Fire Chief Prevention Division



Preparing for Christmas Parade



Sparky enjoying Christmas Parade



Fire Prevention Week



Open Air Burn Permit Inspection



United Way Barbecue

Sault Ste. Marie Fire Services

Community Involvement



Sault Ste. Marie Fire Services

Support Services Division

Support Services Divisional Report

Communication & Dispatch



Recruits begin their career as cadets and work as Communication Operators in the Communication Room of Fire Services. Support Services Division provides initial training on all facets of the Communication Room, including operation of the CriSys Dispatch System, the Municipal Fire Alarm Monitoring System, the Haz-Mat computer as well as radio and telephone procedures. Three recruits were hired in 2013 and trained as Communication Operators. To maintain their communication operator skills all firefighters receive annual training on dispatch room functions and duties.

Municipal Fire Alarm Monitoring

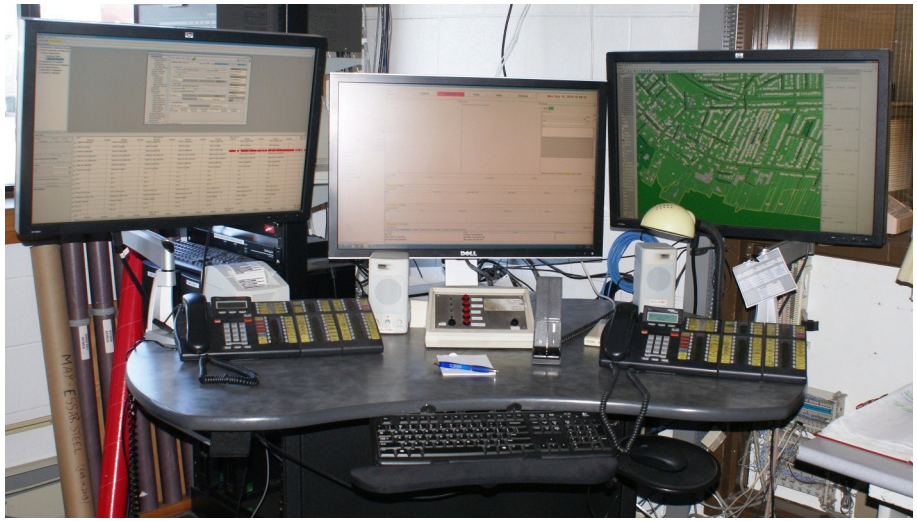
Support Services staff oversee operation of the Municipal Fire Alarm Monitoring System, including installation and maintenance of alarm modules for subscribers, 24-hour monitoring, pre-fire planning and data entry for the computer-aided dispatch system. There are presently 162 subscribers connected to the Municipal Fire Alarm Monitoring System and this continues to be a source of revenue for the City.

Support Services Divisional Report

CriSys Dispatch System

The CriSys computer-aided dispatch and records management system is used proficiently by all divisions within the department.

The annual User Group Seminar was attended by the system administrator in 2013. The benefits of this training and new product information will be used this coming year. The Vulnerable Persons Registry data from the Innovation Centre, which is a first of its kind in the Province, has been incorporated in our dispatch system and now has over 265 persons registered to date. This provides valuable information in the event of an emergency involving a registered vulnerable person.





Support Services Divisional Report

Occupational Health and Safety

Support Services Division is also responsible for ensuring fire vehicles, SCBA and cylinders, cascade systems, fire extinguishers, ground ladders and aerial ladders are tested per NFPA guidelines and ULC regulations. Some of these tests include testing air quality of the compressor, hydrostatic testing of all SCBA cylinders and fire extinguishers, as well as functional flow testing of all breathing apparatus. Other testing involves non-destructive testing of aerial and ground ladders as well as pump flow capacity ratings on all units





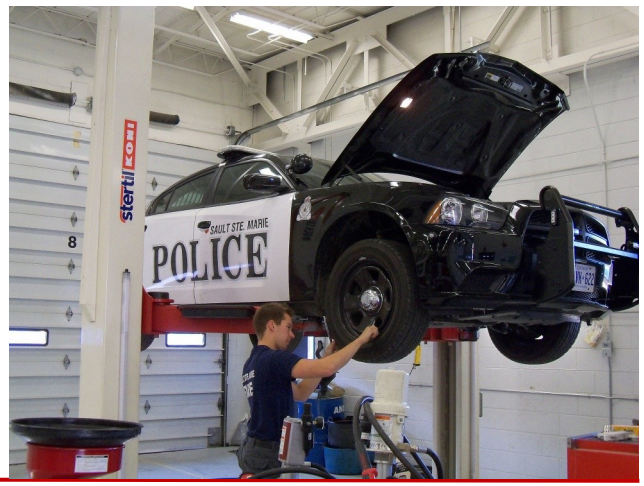
Support Services Divisional Report

Fire Stations

Support Services Division is also responsible for ensuring fire vehicles, SCBA and cylinders, cascade systems, fire extinguishers, ground ladders and aerial ladders are tested per NFPA guidelines and ULC regulations. Some of these tests include testing air quality of the compressor, hydrostatic testing of all SCBA cylinders and fire extinguishers, as well as functional flow testing of all breathing apparatus. Other testing involves non-destructive testing of aerial and ground ladders as well as pump flow capacity ratings on all units.

Vehicles and Equipment

Support Services staff is responsible for all repairs to Fire Services' vehicles and all Fire Suppression tools and equipment. Regular maintenance as well as annual Mechanical Safety Inspections required on 25 units were completed in 2013. Support Services also work with third party companies to conduct annual pump flow testing as well as ground and aerial ladder testing per NFPA guidelines. We worked with Smeal to complete specifications and purchase of new 75' aerial to replace 1999 50' truck in 2014. Our mechanics continue to provide servicing and repairs for the ambulance fleet and Police Service-patrol cars. I would like to thank Dan Crozier and Bill Wallace for their efforts and commitment throughout the year to keep our emergency services fleets in good operating condition at all times.

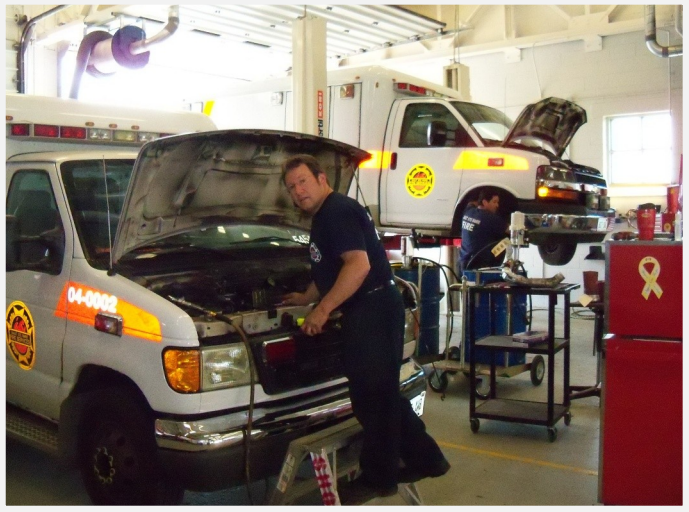


Support Services Divisional Report

Training

Training and qualifying new drivers on pumpers and aerial operations are done in conjunction with Platoon Chiefs. Bill Wallace attended the Mechanical Officers Seminar held at the Ontario Fire College in Gravenhurst, Ontario. Other technical seminars for mechanics are held in house during the year as technology and diagnostics are constantly evolving on the vehicles. These seminars prove to be beneficial as new products and technology are discussed along with upgrades of maintenance procedures for various Fire and EMS equipment.

Jim St. Jules
Assistant Fire Chief Support Services





Community Emergency Management Coordinator

Community Emergency Management Coordinator



Disasters disrupt hundreds of thousands of lives every year and they often have lasting effects, both to people and property. All communities are challenged from time to time by unforeseeable disasters. The ability to respond to such events quickly and effectively is a central part of community safety.

Emergency Management is defined as organized and comprehensive programs and activities taken to deal with actual or potential emergencies. It is based on a risk management approach and includes not only responding to emergencies but prevention, mitigation, preparedness and recovery as well. By integrating all five of these functions into our Emergency Management Program we shift our focus to addressing the underlying risk and reducing the vulnerability to people and assets thereby reducing the impact of a disaster.

Emergency Management Program

Sault Ste. Marie's Emergency Management Program focuses on those hazards that have been identified as having the greatest likelihood of occurrence and the greatest potential impact, ensuring wherever possible that community is prepared to respond to an event. Preparing for a potential emergency can be done through preplanning, public education, training and exercises.

Community Emergency Management Coordinator

Public Education

Vulnerable Persons Registry

A great resource for Emergency Management here in the Sault is one of our many partner agencies, the Vulnerable Persons Registry out of the Sault Ste. Marie Innovation Centre. This past August saw the launch of *Remembering 10 Years in 10 Ways*, a community wide campaign that encouraged emergency preparedness and commemorated the 10th anniversary of Lewis Wheelan's passing. The public was asked to learn about the Vulnerable Persons Registry, help promote the program and/or get prepared for emergencies in 10 ways.

To kick-start the campaign a ceremony and a BBQ was held on the 10th anniversary of Lewis' passing. VPR partners, registrants, community members and the Wheelan family attended the event to honour and remember Lewis.





Community Emergency Management Coordinator

Preplanning

Contingency Communications Plan

An important component of the City's Emergency Management strategy is having reliable communications. In the Sault we are very lucky to have the Amateur Radio Emergency Service, commonly referred to as ARES; these radio operators provide backup communications for relaying emergency information. If there is a failure of traditional communication systems such as telephone lines, cell phones or the internet, ARES operators are deployed to set up communication stations at strategic location including Fire Stations 1- 4, the Police Service's building and Mac's convenience stores.

ARES operators display a sign on their vehicle dashboard that reads '911 Reporting'. The public can approach these operators to relay emergency information that would normally be communicated through dialing 911.

Long Term Care & Retirement Home Community Partner Response Strategy

Long Term Care Facilities, Canadian Red Cross and the Emergency Management Division partnered to develop a new resource in emergency planning. Together a new document was produced that provides long term care facilities with immediate available contacts and resources to assist their respective emergency response teams in the event of an emergency or in an evacuation of their facility



Community Emergency Management Coordinator

Emergency Preparedness Showcase

The second annual Emergency Preparedness Showcase continued to gain success as we increased not only the attendance of residents but also the number of partners who took part in displaying their capabilities in an emergency response. There were new specialty displays from exhibitors including the Police Service who along with *Justice* gave a demonstration from their canine unit; Fire Services had their hazardous materials response trailer on scene and allowed volunteers to suit up; and the Canadian Forces was in attendance with multiple pieces of equipment including a MSVS to name a few.

This outreach proved to be a great success providing many of our first response agencies with the opportunity to encourage the public to take steps to be prepared.







Community Emergency Management Coordinator

Training and Exercises

Airport Exercise, Tabletop

This year rolled in a two year process to exercise and improve the Sault Ste. Marie Airport's Emergency Plan. November saw the first collaboration with partner agencies when they were invited to participate in a tabletop exercise. The format of a tabletop exercise is a great low stress tool for allowing all participants to become more familiar with an emergency plan, test out individual roles and responsibilities and identify gaps. Participating agencies including; the Sault Airport, Sault Search and Rescue, MNR, OPP, Ambulance Communications, Fire and Police Services all came away from the exercise with a better understanding of the process and suggestions for improvements.





Community Emergency Management Coordinator

Huron Rail Dangerous Tank Car Session

The Huron Central Railway in collaboration with the Railway Association of Canada held information sessions on Railway Transportation of Dangerous Goods in the Sault Ste. Marie Huron Rail Yard. Participants were provided a training session in addition to having the opportunity to get hands on with the presence of the Safety Training Tank Car a general purpose railroad tank car converted into a classroom on wheels. First responders locally as well from within the Algoma district took advantage of this unique training.





Lauren Perry

Lauren Perry
CEMC



Buddy - grateful for his rescue



MD Boot Drive


YMCA Kids Day


Algoma Public Health Breastfeeding Campaign


Hockey Marathon


Alumni Hockey Game

Community Outreach

Contact Information

Emergency

Dial 911

Open Air Burn Permit Hotline

705-949-9898
or
Go to City Sault Ste. Marie Website:
www.cityssm.on.ca

Fire Prevention

705-949-3377

C.E.M.C.

65 Old Garden River Rd.
P6B 5A5
Ph: (705) 541-5173

Fire Stations

#1 Fire Station
72 Tancred Street
P6A 2W1
Ph: (705) 949-3335
Fax: (705) 949-2341

#2 Fire Station
363 Second Line West
P6C 6E2
Ph: (705) 946-4252

#3 Fire Station
100 Bennett Blvd.
P6A 4N1
Ph: (705) 946-4253

#4 Fire Station
65 Old Garden River Rd
P6B 5A5
Ph: (705) 946-4254

E.M.S.

#5 EMS Station
(705) 575-6260

EMS Services
(705) 949-3387

Regional Emergency Services Complex (RESC)
(705) 946-8826



2013

COUNCIL REPORT

September 29, 2014

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

AUTHOR: **Nuala Kenny, City Solicitor**

DEPARTMENT: **Legal Department**

RE: **Easement Required Part 1915 Base Line for Improvements to Base Line**

PURPOSE

The purpose of this report is to recommend to Council that it authorize an easement for improvements to Base Line required by the City over a portion of the property at 1915 Base Line, Sault Ste. Marie. This property is owned by John Caron and Deborah Caron.

BACKGROUND

In February of 2013 the Engineering Department identified the need for an easement over a portion of the property located at 1915 Base Line. This easement would allow the City access in order to make alignment improvements to Base Line.

ATTACHMENT

Attached to this report is a drawing which identifies the portion of 1915 Base Line as “Subject Property”.

ANALYSIS

An appraisal of the property was obtained. The appraisal determines the value of the easement to be Two Hundred and Ten ($210.00) Dollars. This offer was presented to the Owners of 1915 Base Line. They did not accept the City’s offer. The Owners then presented their own offer to the City in the amount of Five Thousand ($5,000.00) Dollars. This offer was declined. Both parties agreed that Two Thousand, Five Hundred ($2,500.00) Dollars was the value of the easement.

IMPACT

As a condition of obtaining the easement, the City agrees to pay all costs associated with the easement.

STRATEGIC PLAN
Not Applicable.

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

That City Council authorize the easement with John Caron and Deborah Caron.

By-law 2014-212 appears elsewhere on the agenda and is recommended for approval.

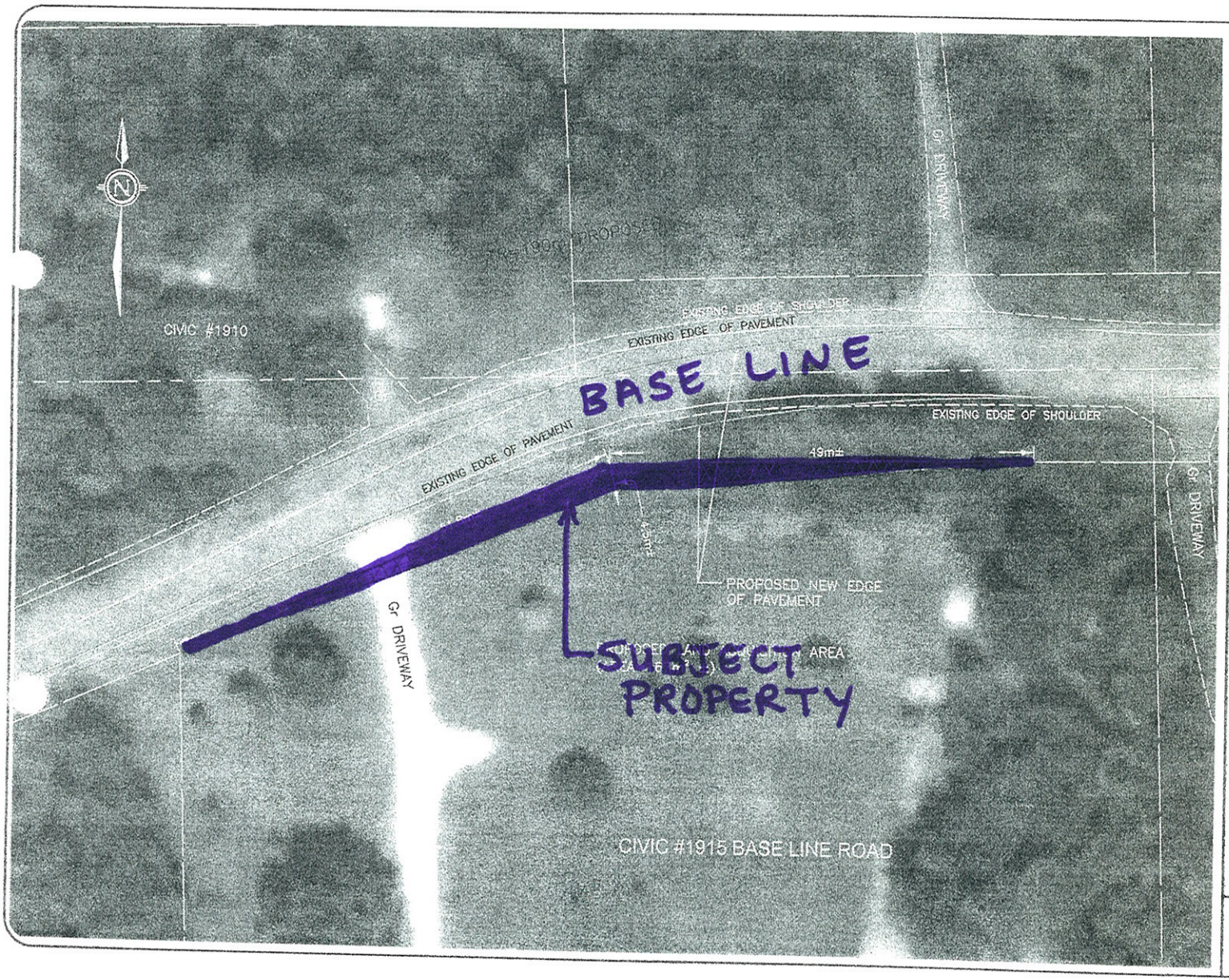
Respectfully submitted,

Nuala Kenny
City Solicitor

NK/cf

Attachment

Staff/Council Reports/2014/Base Line Easement sept29.14



TULLOCH ENGINEERING

PROJECT TITLE

PERIMETER BRIDGE STUDIES

DRAWING TITLE

SKETCH FOR PROPERTY ACQUISITION

LOCATION

1915 BASE LINE ROAD SAULT STE. MARIE, ONTARIO

DATE	FEBRUARY 2013
DRAWN	WSM
CHECKED	JVM
SCALE	1:500 HOR.
ISSUED FOR TENDER	
ISSUED FOR CONSTRUCTION	

DWG. No.	PROJECT No.	REV. No.
S1	12-1035	0

COUNCIL REPORT

September 29, 2014

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

AUTHOR: **Nuala Kenny, City Solicitor**

DEPARTMENT: **Legal Department**

RE: **Street Closing Application RoVon Court – Plan H744 Tarentorus**

PURPOSE
The purpose of this report is to seek Council's approval to close and convey RoVon Court, Plan H744, Tarentorus.

BACKGROUND
The Legal Department received a petition to close and convey the public street described as:

> PIN 31561-0080 (LT) PT LT 7 RCP H744 TARENTORUS PT 4 1R7067; SAULT STE. MARIE

The request was circulated to the appropriate departments. All comments were favourable.

ATTACHMENT
Attached as Schedule "A" is part of Map 98 showing the "Subject Property".

ANALYSIS
Not applicable.

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

STRATEGIC PLAN
Not applicable.

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

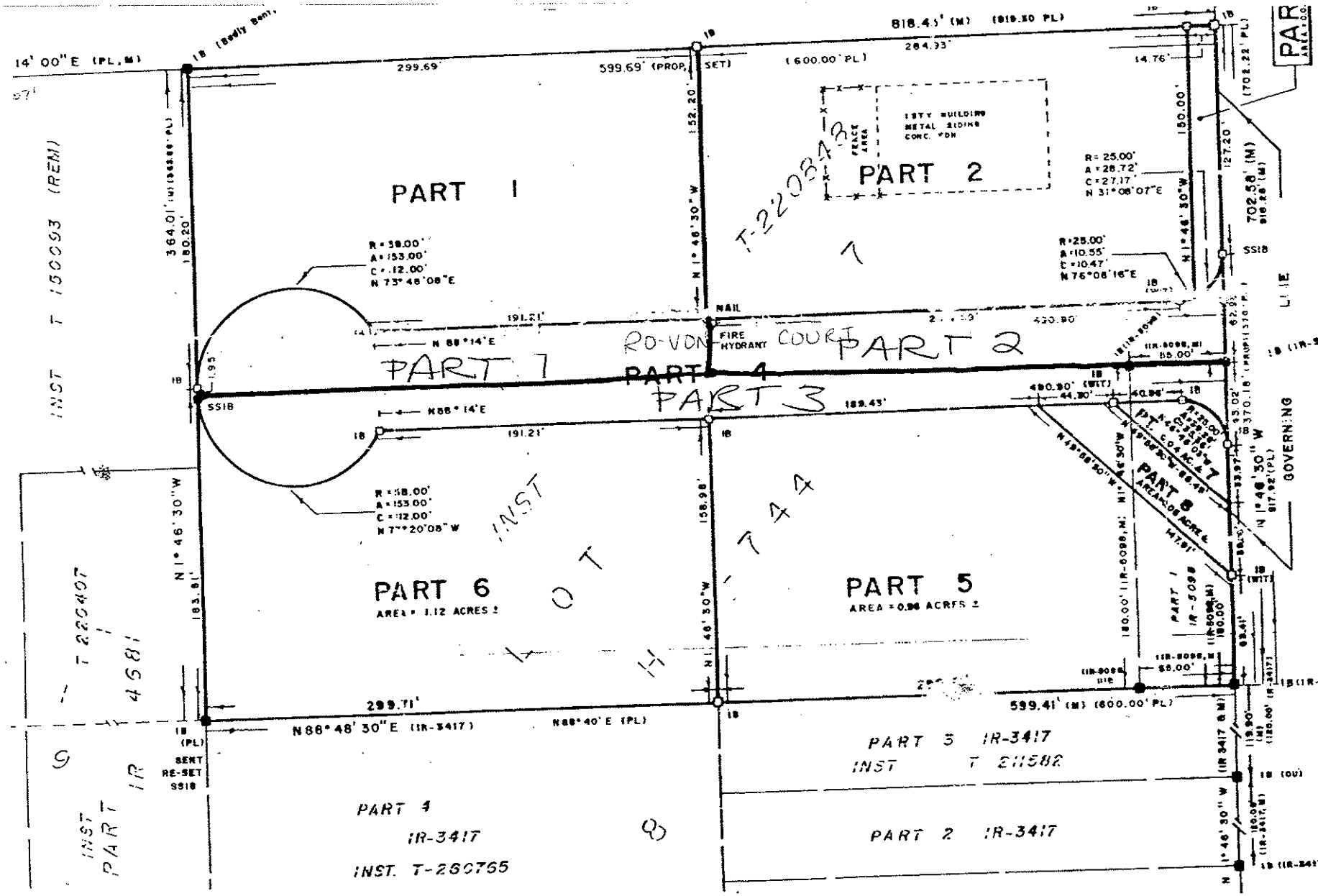
By-law 2014-196, a by-law to stop up, close and authorize the conveyance of the street has been prepared for your consideration and appears elsewhere on the agenda.

Respectfully submitted,

Nuala Kenny
City Solicitor

NK/cf
Attachment

staff/Council reports/2014/RoVon Court Street Closing Assumption Map 98 sept29.14


PART 1
PART 2
PART 3
PART 4
PART 5
PART 6
AREA = 1.12 ACRES ±
AREA = 0.96 ACRES ±
599.69' (PROP. SET)
599.41' (M) (600.00' PL)
299.69'
299.71'
N86° 48' 30" E (IR-3417)
N86° 40' E (PL)
N 1° 46' 30" W
N 88° 14' E
191.21'
189.43'
420.90'
490.90' (SET)
44.30'
702.58' (M)
818.43' (M) (819.30 PL)
264.93'
599.41' (M) (600.00' PL)
INST T 150093 (REM)
INST T 220407
PART IR 4581
PART 4 IR-3417 INST. T-260765
PART 5 IR-3417 INST T 211582
PART 2 IR-3417
LOT 14
INST T-2'2084
R-O-VON COURT
FIRE HYDRANT
NAIL
SSIB
IB
PAR AREA 0.00
THE KINGS HIGHWAY No 17
M.T.C. PLAN P 2652-33 REGISTERED AS INST. 3162
(KNOWN AS GREAT NORTHERN ROAD)
GOVERNING LINE
PLAN OF S
ALL
REGI
FORM
TOWI
NOW
CIT
DIST
Page 250 of 527

COUNCIL REPORT

September 29, 2014

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

AUTHOR: **Nuala Kenny, City Solicitor**

DEPARTMENT: **Legal Department**

RE: **Disposition of 22 MacDonald Avenue**

PURPOSE

The purpose of this report is to advise Council of the offers received for the purchase of this site.

ATTACHMENT

Attached as Schedule “A” is a drawing of the site, with the property shown as “Subject Property”.

Attached as Schedules “B”, “C”, “D” and “E” are the four Offers received.

BACKGROUND

On December 2, 2013 this property was declared surplus and approved for sale. The property is approximately 3.91 acres and is zoned PR (Parks and Recreation). It has been valued at Two Hundred Thousand ($200,000) Dollars. The sale of the property was advertised in the Sault Star and on the City’s web page on July 16, 2014. We have now received four Offers to Purchase.

ANALYSIS

The first Offer is from Carlo Gervasi for the amount of Fifty Thousand ($50,000) Dollars. There are no conditions and a flexible closing date.

The second Offer is from Major Contracting (Algoma) Limited for the amount of One Hundred Sixty Thousand ($160,000) Dollars. There are no conditions.

The third Offer is from Green North Developments Ltd. for the amount of Three Hundred Thousand Five Hundred ($300,500) Dollars, with the following conditions:

i) Environmental assessment at buyer's expense to buyer's satisfaction;
ii) Buyer's satisfaction there is no pending litigation, charges respecting environmental matters;
iii) City to provide any documentation in its custody relating to the site; and
iv) All conditions are to be satisfied by October 21, 2014.

The fourth Offer is from Chartwell Master Care LP for the amount of Four Hundred Fifty Thousand ($450,000) Collars, with the following conditions:

i) Survey at buyer's expense;
ii) Geotechnical study re slope stability at buyer's expense, to buyer's satisfaction;
iii) Environmental report at buyer's expense, to buyer's satisfaction;
iv) Architectural design at buyer's expense showing site can accommodate 120 seniors apartment units and small retail (tuck shop);
v) All necessary approvals including zoning;
vi) All necessary permits including Sault Ste. Marie Region Conservation Authority;
vii) If site cannot accommodate proposed use seller to negotiate a new price;
viii) Approval of Chartwell Board of Directors; and
ix) Conditions to be satisfied within six (6) months.

The matter was discussed in Closed Session on September 8, 2014. Pursuant to the direction at that time the fourth offer is being brought forward for approval to sell.

IMPACT
Selling the site will have a positive financial impact on the City.

STRATEGIC PLAN
Not applicable.

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

In accordance with the direction given in Closed Session September 8, 2014 the Legal Department be directed to proceed with the sale of the Subject Site to Chartwell Master Care LP and that By-law 2014-211 which authorizes the said sale to Chartwell Master Care LP be approved.

Respectfully submitted,

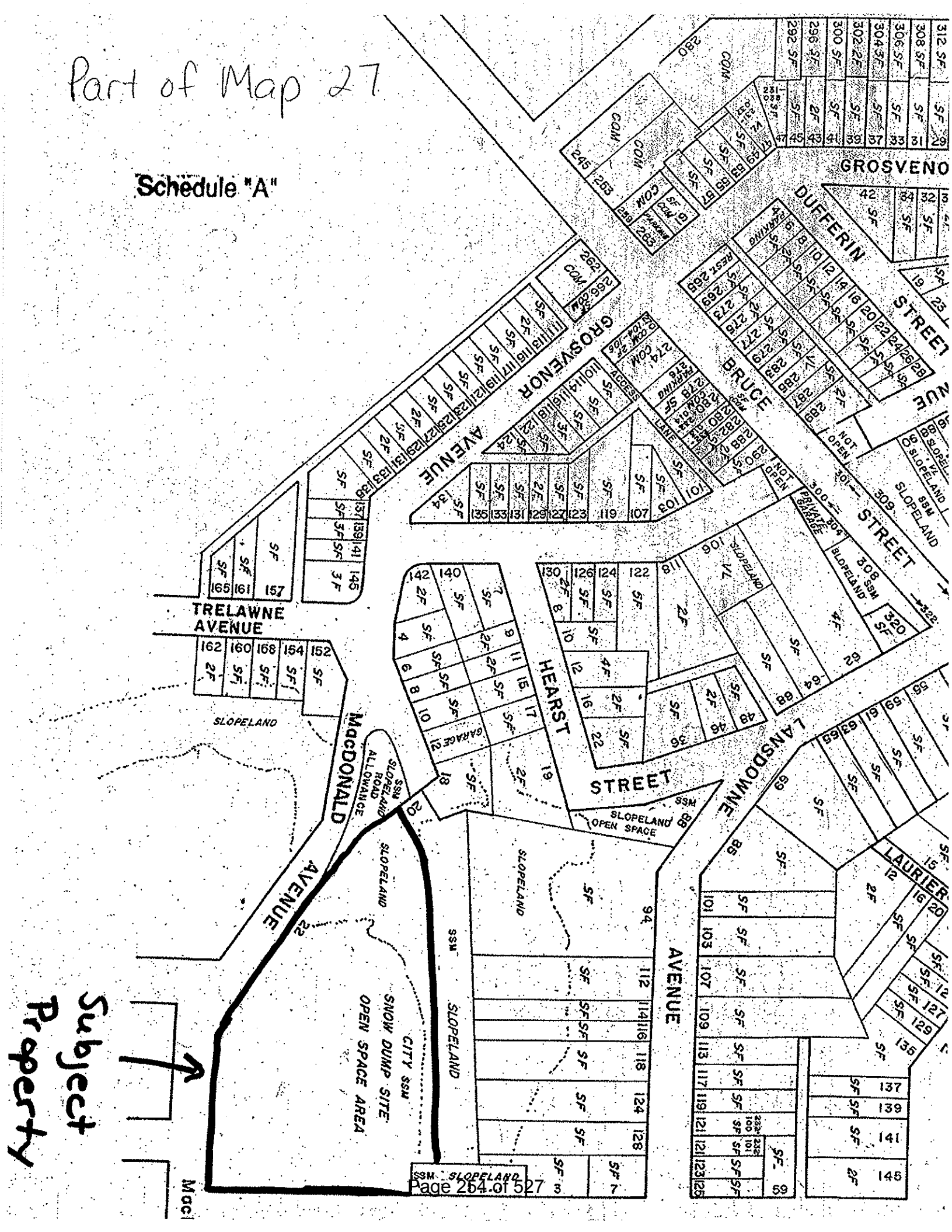
Nuala Kenny
City Solicitor

NK/cf

Attachment

Staff/Council Reports/2014/Disposition of 22 MacDonald Avenue/sept29.14

Part of Map 27



SCHEDULE "B"

Sault Ste Marie > City Hall > Latest News > Property Sale

PROPERTY SALE

The Corporation of the City of Sault Ste. Marie proposes to sell a vacant lot located at 22 MacDonald Avenue, Sault Ste. Marie, Ontario:

Legal Description: PART PIN 31547-0002 (LT) WYMAN PLACE PL 285 ST. MARY'S CLOSED BY X553; LT 1-7 BLK 21 PL 285 ST. MARY'S EXCEPT PT 2 1R10022; PT LT 8 BLK 21 PL 285 ST. MARY'S AS IN RY43529; LT 1-5 BLK 22 PL 285 ST. MARY'S; PT LT 12 PL 9298 ST. MARY'S PT 1 1R10022; SAULT STE. MARIE

Approximate Size: 3.70 acres (14.094 SF)
Approximate Frontage: 732.79 feet
Approximate Depth: irregular
Zoning: PR

Easement: An easement for drainage over a portion of this property will be retained by The Corporation of the City of Sault Ste. Marie when the property is transferred.

Offers with a deposit of $1,000.00 will be accepted until 12:00 noon on August 18, 2014 at the City Clerk's Office, Level Four, Civic Centre, 99 Foster Drive. Further details can be obtained from the City Legal Department (705-759-5400).

"The Corporation of the City of Sault Ste. Marie will be a leader in the provision of efficient, affordable and quality services supporting a progressive and sustainable community."

The Corporation of the City of Sault Ste. Marie
P.O. box 580 ~ 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1
Telephone: (705) 759-2500 ~ Fax: (705) 759-2310
www.cityssm.on.ca

August 15/2014

$50,000 I'm flexible with closing date. If accepted we can discuss closing date. Feel free to contact me at 705 256-0083. Thank You Carlo Genova

MAJOR CONTRACTING
(ALGOMA) LIMITED

332 BAY STREET ~ SAULT STE. MARIE ON P6A 1X1 ~ TEL: (705) 759-8973 ~ FAX: (705) 759-3407

SCHEDULE "C"

August 18, 2014

City Clerk's Office
Civic Centre, Level Four
99 Foster Drive
Sault Ste. Marie, ON

Re: Property Sale 22 MacDonald Avenue, Sault Ste. Marie, ON

PROPERTY SALE

The Corporation of the City of Sault Ste. Marie proposes to sell a vacant lot located at 22 MacDonald Avenue, Sault Ste. Marie, Ontario:

Legal Description: PART PIN 31547-0002 (LT) WYMAN PLACE PL 285 ST. MARY'S CLOSED BY X553; LT 1-7 BLK 21 PL 285 ST. MARY'S EXCEPT PT 2 1R10022; PT LT 8 BLK 21 PL 285 ST. MARY'S AS IN RY43529; LT 1-5 BLK 22 PL 285 ST. MARY'S; PT LT 12 PL 9298 ST. MARY'S PT 1 1R10022; SAULT STE. MARIE

Approximate Size:	3.70 acres (14.094 SF)
Approximate Frontage:	732.79 feet
Approximate Depth:	irregular
Zoning:	PR

Easement: An easement for drainage over a portion of this property will be retained by The Corporation of the City of Sault Ste. Marie when the property is transferred.

Offers with a deposit of $1,000.00 will be accepted until 12:00 noon on August 18, 2014 at the City Clerk's Office, Level Four, Civic Centre, 99 Foster Drive. Further details can be obtained from the City Legal Department (705-759-5400).

We would like to submit an offer of $160,000.00 for the above property offered for sale and are enclosing our cheque for the deposit of $1,000.00.

Yours truly

Antonio Ruscio
President

SCHEDULE "D"

OREA Ontario Real Estate Association Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 17 day of August 20 14

BUYER, GREEN NORTH DEVELOPMENTS LTD. (Full legal names of all Buyers), agrees to purchase from

SELLER, THE CORPORATION OF THE CITY OF SAULT STE. MARIE (Full legal names of all Sellers), the following

REAL PROPERTY:

Address 22 MACDONALD AVENUE

fronting on the NORTH side of MACDONALD AVENUE

in the City of SAULT STE. MARIE

and having a frontage of 264.62 FEET more or less by a depth of IRREGULAR more or less

and legally described as Wyman Place Pl 285 St. Mary's Closed by X553; Lt 1-7 Blk 21 Pl 285 St. Mary's Except Pt 2 1R-10022; Pt Lt 8 Blk 21 Pl 285 St. Mary's as in RY43529; Lt 1-5 Blk 22 Pl 285 St. Mary's (the "property"). (Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN$) 300,500.00

Three Hundred Thousand Five Hundred Dollars

DEPOSIT: Buyer submits Upon acceptance (Herewith/Upon Acceptance/as otherwise described in this Agreement)

One Thousand Dollars (CDN$) 1,000.00

by negotiable cheque payable to THE CORPORATION OF THE CITY OF SAULT STE. MARIE "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

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

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer (Seller/Buyer) until 6.00 pm on the 9 day of September 20 14, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 31 day of October, 20 14. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): **INITIALS OF SELLER(S):**

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: ..... (For delivery of Documents to Seller)

FAX No.: ..... (For delivery of Documents to Buyer)

Email Address: ..... (For delivery of Documents to Seller)

Email Address: ..... (For delivery of Documents to Buyer)

4. **CHATTELS INCLUDED:**
NONE

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**
NONE

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
NONE

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to (included in/in addition to) ..... the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): **INITIALS OF SELLER(S):**

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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 28 day of October, 2014, (Requisition Date) to examine the title to the property at Buyer's 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 Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use(VACANT LAND) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer 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 use of the property. If within the specified times 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 Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer 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 Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer 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 Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer 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 Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

INITIALS OF BUYER(S): **INITIALS OF SELLER(S):**

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14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller 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, Buyer 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 Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

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

16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller 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.

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

18. **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 Buyer.

19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.

20. **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 Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

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

23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge 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.

24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE**: The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.

25. **CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**

26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):  **INITIALS OF SELLER(S):** 

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

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness) ..... (Buyer) ..... (Seal) DATE Aug 7/14

(Witness) ..... (Buyer) ..... (Seal) DATE .....

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness) ..... (Seller) ..... (Seal) DATE .....

(Witness) ..... (Seller) ..... (Seal) DATE .....

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) ..... (Spouse) ..... (Seal) DATE .....

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at .....a.m./p.m. this .....day of....., 20..... .

..... (Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage ..... Tel.No. .....

Co-op/Buyer Brokerage ..... Tel.No. .....

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) ..... DATE .....

(Seller) ..... DATE .....

Address for Service .....

Tel.No. .....

Seller's Lawyer .....

Address .....

Email .....

Tel.No. ..... FAX No. .....

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) ..... DATE .....

(Buyer) ..... DATE .....

Address for Service .....

Tel.No. .....

Buyer's Lawyer .....

Address .....

Email .....

Tel.No. ..... FAX No. .....

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, GREEN NORTH DEVELOPMENTS LTD., and

SELLER, THE CORPORATION OF THE CITY OF SAULT STE. MARIE

for the purchase and sale of 22 MACDONALD AVENUE

SAULT STE. MARIE dated the 17 day of August, 2014.

Buyer agrees to pay the balance as follows:

he Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

This Offer is conditional upon the Buyer determining, at the Buyer's own expense that all environmental laws and regulations have been complied with, no hazardous conditions or substances exist on the land, no limitations or restrictions affecting the continued use of the property exist. Furthermore, the Buyer, at the Buyer's expense, are satisfied with the Environmental Report they receive to their satisfaction as it relates to the Buyer's intended use and development of the subject site. Furthermore, no pending litigation respecting Environmental matters, no outstanding Ministry of Environment Orders, investigation, charges or prosecutions respecting Environmental matters exist. The Seller agrees to provide to the Buyer upon request, all documents, records, and reports relating to environmental matters in possession of the Seller. The Seller further authorizes, to release to the Buyer, the Buyer's Representative or Solicitor, any and all information that may be on record in the Ministry office with respect to the said property. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 6 p.m. on October 21, 2014, that the preceding condition has been fulfilled to the sole satisfaction of the Buyer, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

The Buyer and Seller acknowledge the requirement of an Easement Agreement for drainage purposes to be registered on Title to the satisfaction of both the Buyer and Seller.

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SCHEDULE "E"

The Offer

Offer From:

Chartwell Master Care LP (hereafter referred to as 'Chartwell')

Offer To:

City of Sault Ste. Marie, attention:

Malcolm White
City Clerk
City of Sault Ste. Marie
Level IV – Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, Ontario
P6A 5N1

Email: cityclerk@cityssm.on.ca and m.white@cityssm.on.ca

Lands Subject to This Offer:

-municipal address 22 MacDonald Avenue, Sault Ste. Marie, Ontario
-generally located north of MacDonald Avenue and west of Gladstone Avenue, in the City of Sault Ste. Marie, Ontario
-generally north of the existing Collegiate Heights Retirement Residence located at 95 Fauquier Avenue, Sault Ste. Marie, Ontario
-generally described on the City of Sault Ste. Marie web site, as 'Property Sale', posted on or about July 25, 2014, attached here as Appendix A
-generally described in the servicing and contour map, provided by City of Sault Ste. Marie's Engineering and Planning Department, attached here as Appendix B
-generally described in the contour and slope map, provided by Sault Ste. Marie Region Conservation Authority, attached here as Appendix C
-in the remainder of this Offer, the above is considered 'the lands'

The Offer:

-as part of this Offer, a cheque in the amount of $1,000, payable to the City of Sault Ste. Marie, being a deposit, has been submitted with, and forms part of this offer

-Chartwell is prepared to pay $450,000 for the lands, subject to the conditions outlined below

Conditions of the Offer:

-Chartwell acquires the lands based on the following conditions:

-that a land survey of the lands be prepared by an Ontario Land Surveyor, at Chartwell's choosing and expense, to Chartwell's satisfaction – with no existing accurate survey of the lands, such survey will delineate the proposed property boundaries and existing contours

-that a geotechnical study and slope stability analysis be prepared by a Professional Engineer, at Chartwell's choosing and expense, to Chartwell's satisfaction

-that an environmental report, or reports, be prepared by a Professional Engineer, at Chartwell's choosing and expense, to Chartwell's satisfaction – such survey will include an investigation of any existing road salt contamination issues in the soil, based on City of Sault Ste. Marie's past snow storage activities on the lands

-that architectural concepts/design be prepared by an Ontario licensed Architect, at Chartwell's choosing and expense, demonstrating that the lands can accommodate a mixed use project consisting of 120 seniors' apartment units, and a small retail/commercial area geared to seniors' needs (such as a café, medical offices, pharmacy, etc.) that can be utilized by residents of Collegiate Heights and others in the broader community

-that the City of Sault Ste. Marie provide planning, servicing, building and any other related approvals, to permit the development of a mixed use project consisting of 120 seniors' apartment units, and a small retail/commercial area geared to seniors' needs (such as a café, medical offices, pharmacy, etc.) that can be utilized by residents of Collegiate Heights and others in the broader community – these approvals will include, but not be limited to, a rezoning of the lands to an appropriate Institutional, Medium Density Residential, or other appropriate zone and building permit approval

-that the Sault Ste. Marie Conservation Authority, and any other, non-City of Sault Ste. Marie agencies, provide necessary approvals to permit the development of a mixed use project consisting of 120 seniors' apartment units, and a small retail/commercial area geared to addressing seniors' needs (such as a café, medical offices, pharmacy, etc.) that can be utilized by residents of Collegiate Heights and others in the broader community

-based on site constraints, City of Sault Ste. Marie required development approvals and approvals from any other agencies, should the lands not be able to accommodate a mixed use project consisting of 120 unit seniors' apartment units, and a small retail/commercial area geared to seniors' needs (such as a café, medical offices, pharmacy, etc.) that can be utilized by residents of Collegiate Heights and others in the broader community, then negotiations will take place between the City of Sault Ste. Marie and Chartwell to an agreeable reduced price for the land, that reflects the lower development potential

-approval of the Board of Directors of Chartwell

Timing:

-that transfer of the lands, from the City of Sault Ste. Marie, to a Chartwell corporate entity, will take place after all of the above noted conditions have been satisfied by Chartwell

-in order to clear all conditions, this Offer will be in place for a period of 6 months from when the City of Sault Ste. Marie signs this offer back and makes a copy of the City signed offer available to Chartwell – during this clearing conditions period Chartwell will provide the City of Sault Ste. Marie with regular updates on the status of work towards clearing the conditions

-should the clearing of all conditions require longer than 6 months to complete, both Chartwell and the City of Sault Ste. Marie can mutually agree to an extension, or extensions, to this Offer, in order to clear any remaining conditions

Signatures:



Vlad Volodarski
Chartwell Master Care LP

Date:

_____

Name:

(A City of Sault Ste. Marie Employee who has the ability to bind the City of Sault Ste. Marie as it relates to the above Offer)

Date:

Contact Person at Chartwell Master Care LP:

Christian Fisker
Vice President, Planning and Development
Chartwell Retirement Residences
100 Milverton Drive, Suite 700
Mississauga, Ontario
L5R 4H1
Email: cfisker@chartwell.com
Phone: 905-501-4808

Contact Person at the City of Sault Ste. Marie
(to be filled out by the City of Sault Ste. Marie when this Offer is signed back)

Name:

Title:

Mailing Address:

Email:

Phone:

Appendix A – City of Sault Ste Marie Notice
(posted to City of Sault Ste Marie web site on or about July 25, 2014)

PROPERTY SALE

The Corporation of the City of Sault Ste. Marie proposes to sell a vacant lot located at 22 McDonald Avenue, Sault Ste. Marie, Ontario:

Legal Description: PART PIN 31547-0002 (LT) WYMAN PLACE PL 28S ST. MARY'S CLOSED BY X553; LT 1-7 BLK 21 PL 28S ST. MARY'S EXCEPT PT 2 1R10022; PT LT 8 BLK 21 PL 28S ST. MARY'S AS IN RY43529; LT 1-5 BLK 22 PL 28S ST. MARY'S; PT LT 12 PL 9298 ST. MARY'S PT 1 1R10022; SAULT STE. MARIE

Approximate Size: 3.70 acres (14,094 SF)
Approximate Frontage: 732.79 feet
Approximate Depth: Irregular
Zoning: PR

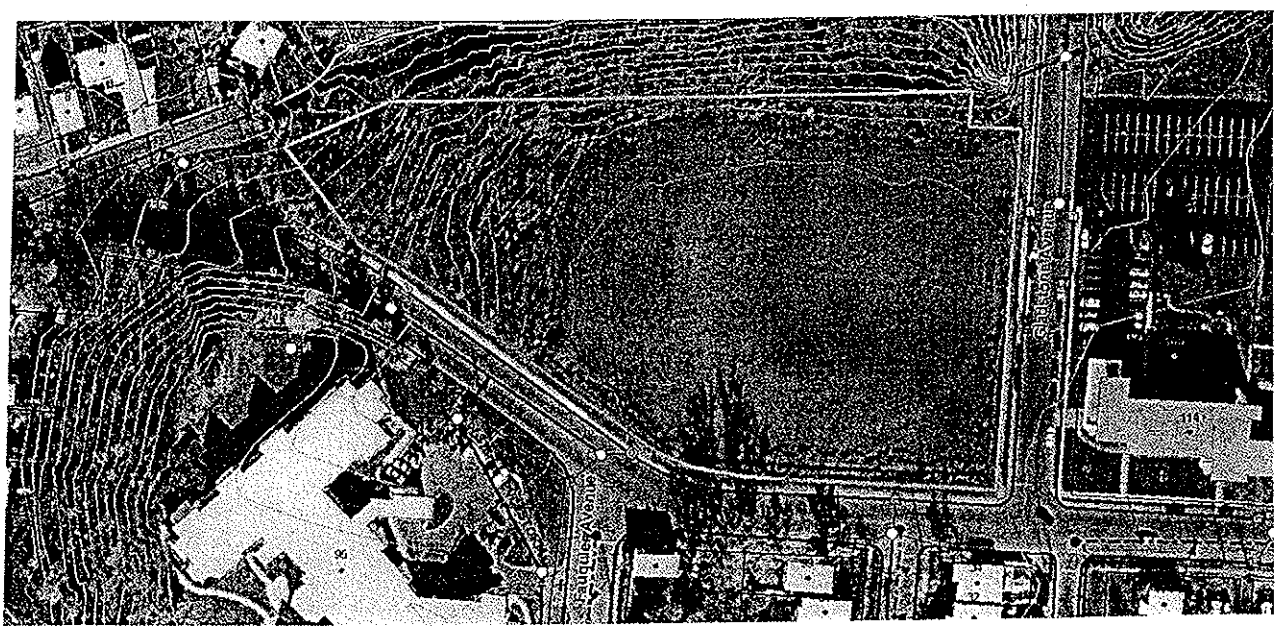
Easement: An easement for drainage over a portion of this property will be retained by The Corporation of the City of Sault Ste. Marie when the property is transferred.

Offers with a deposit of $1,000.00 will be accepted until 12:00 noon on August 18, 2014 at the City Clerk's Office, Level Four, Civic Centre, 99 Foster Drive. Further details can be obtained from the City Legal Department (705-759-5400).

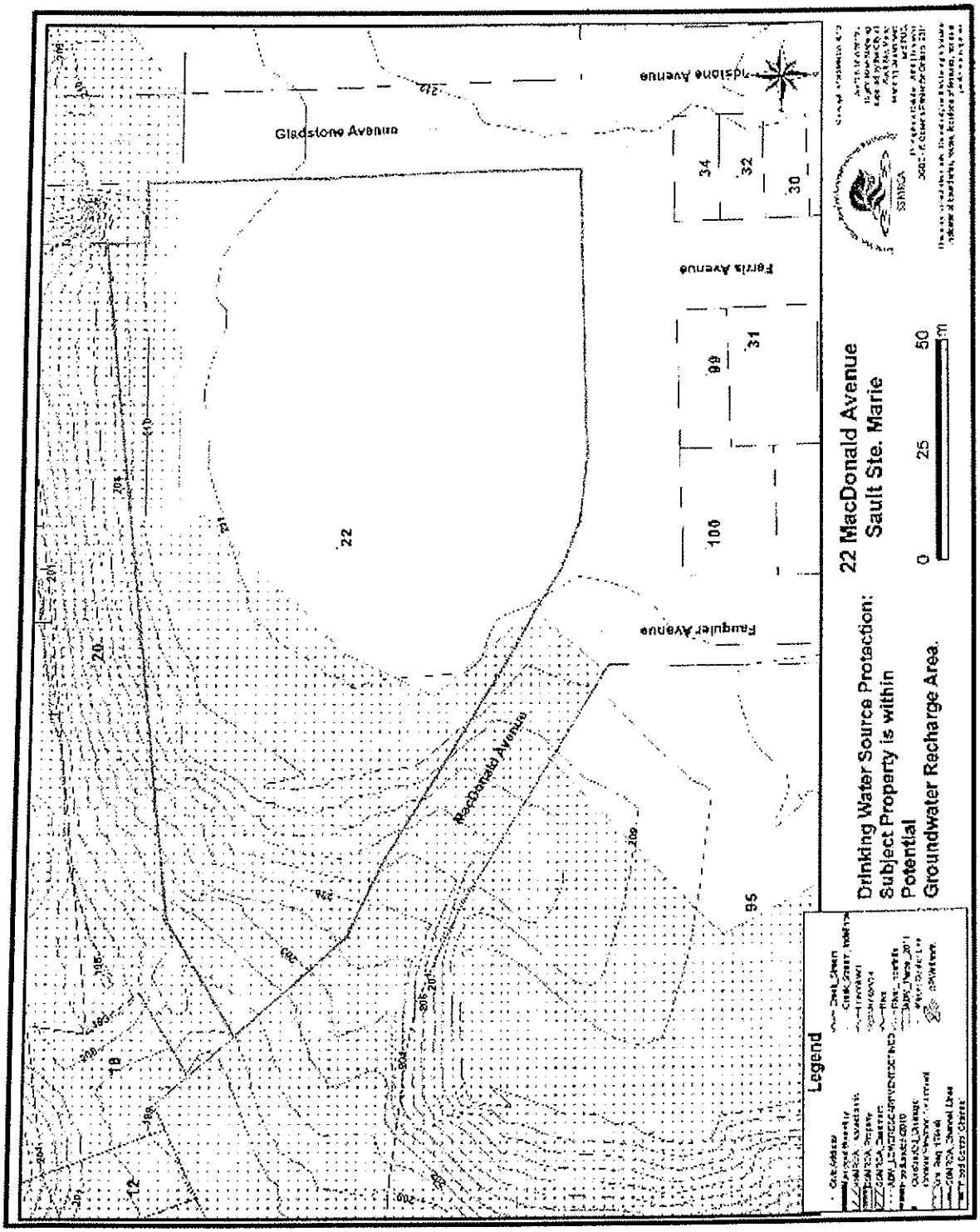
"The Corporation of the City of Sault Ste. Marie will be a leader in the provision of efficient, affordable and quality services supporting a progressive and sustainable community."

The Corporation of the City of Sault Ste. Marie
P.O. box 580 ~ 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1
Telephone: (705) 759-2500 ~ Fax: (705) 759-2310
www.cityssm.on.ca

Appendix B – Servicing and Contour Map from the City of Sault Ste. Marie Engineering and Planning Department



Appendix C – Contour and Slope Map from the Sault Ste. Marie Region Conservation Authority



COUNCIL REPORT

September 29, 2014

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

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

DEPARTMENT: **Legal Department**

RE: **Licence to Occupy City Property Agreement for the Nuit Blanche Event of October 4, 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 and the Algoma Fall Festival ("AFF") to permit the programming described below to take place on City Property on October 4, 2014 for the Nuit Blanche AFF Event.

BACKGROUND

Nuit Blanche is a night time art festival that involves the installation of various forms of art in both public and private places located along a self-guided route. Nuit Blanche events have occurred in many communities throughout the world and the AFF is now organizing same for the City of Sault Ste. Marie. The AFF contacted the City Legal Department to request permission to utilize certain City properties along the Nuit Blanche route for this event.

The route will begin at the Hub Trail near the Art Gallery of Algoma. At this location, participants will view a colourful art display on the fountain in the St. Mary's River. The route will then continue north to the East Street and Bay Street crossing where participants will view an art installation at the lawn of the Sleep Inn. Participants will then be guided by volunteers to cross to the north side of Bay Street where they will arrive at the Heritage Discovery Centre theatre and Ermatinger-Clergue National Historic Site. The Heritage Discovery Centre will host a seven minute long movie entitled *Spirit Land*, a documentary filmed from White Pines pictures chronicling the journey of adventurers Michael Burtch and Joanne and Gary McGuffin. At the Ermatinger-Clergue National Historic Site, participants will view live performances on the grounds of the Site. The route will then continue through various private properties and come to a final stop for *"The Gathering"* at Clergue Park, where participants will gather around a

large outdoor chiminea and picnic tables to cap off their evening with a discussion of the art works and overall experience. AFF has also arranged for one or two food trucks to be present at Clergue Park.

The Event will take commence at 7:00 p.m. on October 4, 2014 and end at 12:00 a.m. on October 5, 2014.

With respect to the programming planned for City Property, the Hub Trail by the Art Gallery of Algoma will simply be a commencement point. No structures or accessory items are planned at this location. The events planned at the Heritage Discovery Centre and the Ermatinger Old Stone House is being handled via a Rental Agreement. The Licence Agreement before Council sets out the requirements and recommendations made by City staff in regards to the events occurring at Clergue Park and generally on any City Property involved with the Nuit Blanche activities.

ANALYSIS

A Licence Agreement is required for insurance purposes and to confirm the agreement between the City and AFF. The Licence Agreement confirms that AFF has permission to conduct the programming described herein at their sole expense and liability. The Licence Agreement confirms the times for the Nuit Blanche Event, including set-up and clean up.

The Licence Agreement further contains indemnification clauses such that AFF shall be responsible for any expenses and liabilities that in any way result from the Nuit Blanche Event. The Licence Agreement requires AFF to maintain insurance. Furthermore, the Licence Agreement confirms that the City shall in no way be responsible for any injuries, damages or other liabilities that may result from the Nuit Blanche Event, including property damage, damage to art work or other liability issues that may result from same. The Licence Agreement further contains a provision that permits the City and/or emergency personnel to remove any portion or the entirety of the Nuit Blanche Event from City Property if, at the sole discretion of the City and/or emergency personnel, access to any portion of City Property is required for same.

The Licence Agreement further confirms that AFF has full responsibility to ensure it has met all requirements and obtained all relevant licences and permits to conduct the event.

IMPACT

There is no significant financial impact associated with this matter.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the City approve the Licence to Occupy City Property Agreement between the City and the Algoma Fall Festival regarding the Nuit Blanche Event of October 4, 2014.

By-law 2014-226 authorizing the execution of the Licence to Occupy City Property Agreement 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/cf

Staff/Council reports/2014/Nuit Blanche sept29.14

COUNCIL REPORT

September 29, 2014

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

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

DEPARTMENT: **Legal Department**

RE: **Licence to Occupy City Property Agreement between the City and Algoma Amateur Radio Club – 65 Old Garden River Road (Emergency Operations Centre)**

PURPOSE

The purpose of this report is to seek Council's approval of a Licence to Occupy City Property Agreement between the City and the Algoma Amateur Radio Club ("AARC") to permit AARC to install a seventy-two (72) foot radio tower and antennae (the "Structures") at the southern end of the City's Emergency Operations Centre Building located at 65 Old Garden River Road.

BACKGROUND

The AARC provides communication back-up to the City in the event of a community emergency. AARC's relay of messages in the event of such an emergency is an integral part of the City's Emergency Response Plan. AARC has advised the City that it intends to upgrade the radio system and has requested permission from the City to house the Structures at the City's Emergency Operations Centre. This request was considered by the City's Emergency Management Planning Committee at its meeting held on May 28, 2014 at which time, the Committee recommended that same be approved. The installation of the Structures is necessary for the deployment of a digital radio network the Local ARES group is proposing to build. The network consists of the service of voice and a computer link for ARES and the Red Cross, with the ability of other emergency services groups who require a secondary emergency path, to access it. The installation of the Structures is conditional upon AARC being successful in obtaining a Trillium Grant.

ANALYSIS

The Licence Agreement confirms that AARC has permission to install the Structures at their sole expense and liability at the Emergency Operations Centre Building located at 65 Old Garden River Road. The Structures shall be set up at

the location marked and identified on Schedule “A” to the Licence Agreement. The Licence Agreement confirms that AARC and relevant City Staff shall collaborate to identify the precise location of the Structures on site.

The Licence Agreement confirms that AARC shall be responsible for all matters related to the construction of the Structures and shall acquire any necessary permits and approvals for same. The Licence Agreement further contains indemnification clauses such that AARC will be responsible for any expenses and liabilities that in any way result from the Structures. Finally, the Licence Agreement requires AARC to maintain insurance.

IMPACT
There are no rental costs associated with the Licence Agreement given that AARC provides communication back-up in the event of a community emergency.

STRATEGIC PLAN
Not applicable.

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

That Council approve the Licence to Occupy City Property Agreement between the City and the Algoma Amateur Radio Club to permit the installation of a seventy-two foot radio tower and antennae at the southern end of the City’s Emergency Operations Centre Building located at 65 Old Garden River Road.

By-law 2014-224 authorizing the execution of the Licence to Occupy City Property Agreement appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

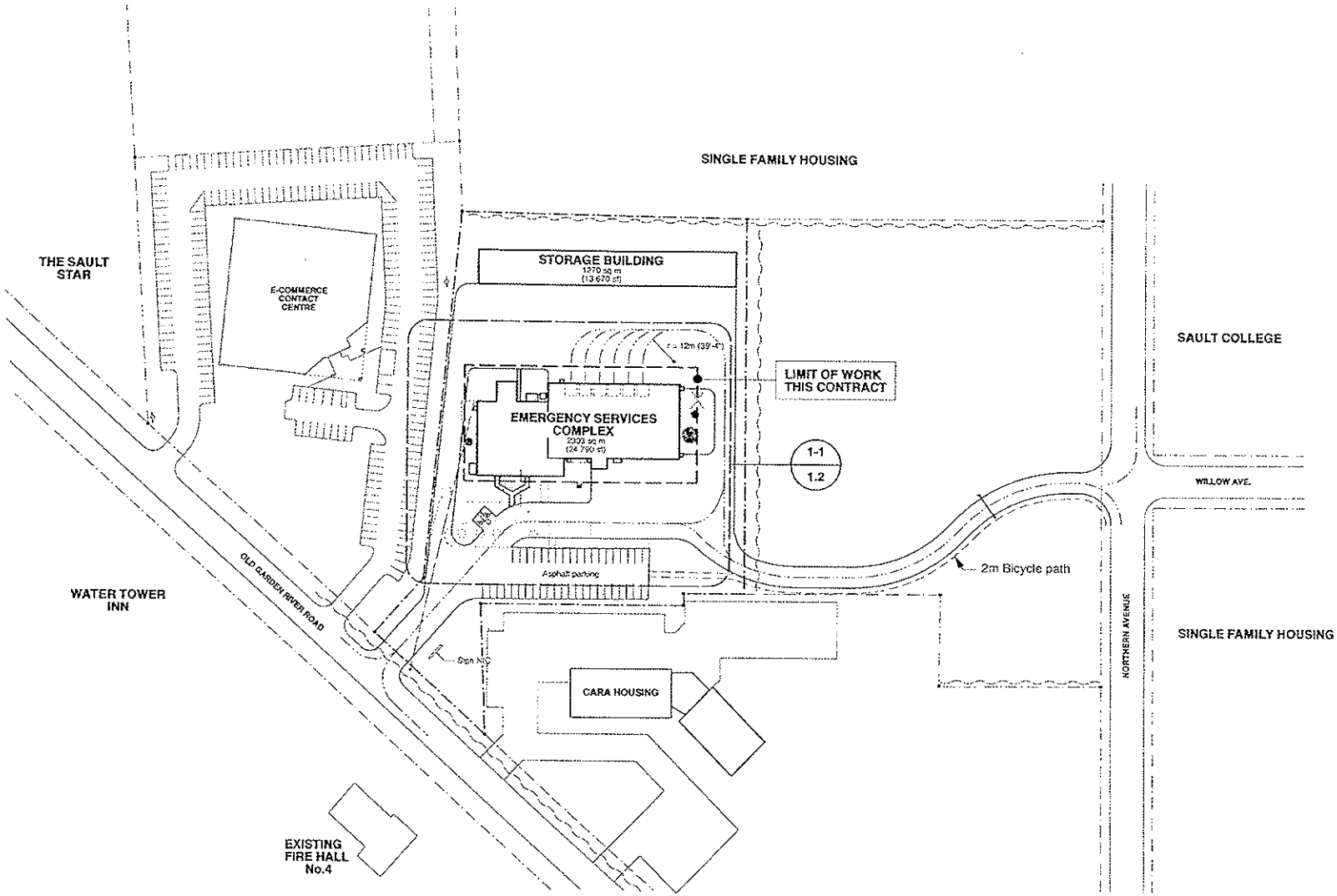
Melanie Borowicz-Sibenik
Assistant City Solicitor

Recommended for approval,

Nuala Kenny
City Solicitor

MBS/cf

staff/Council Reports/2014/Algoma Amateur Radio Club sept29.14



SITE PLAN - GENERAL ARRANGEMENT

Scale: 1:1500

PROJECT NORTH

CaughillConsulting

TITLE: SITE PLAN - GENERAL ARRANGEMENT

SCALE: 1:1500 DATE: May 2007 DRAWN: TD

PROJECT: EMERGENCY SERVICES COMPLEX
65 OLD GARDEN RIVER ROAD
SAULT STE. MARIE, ONTARIO

REFERENCE: 02024

REVISION:

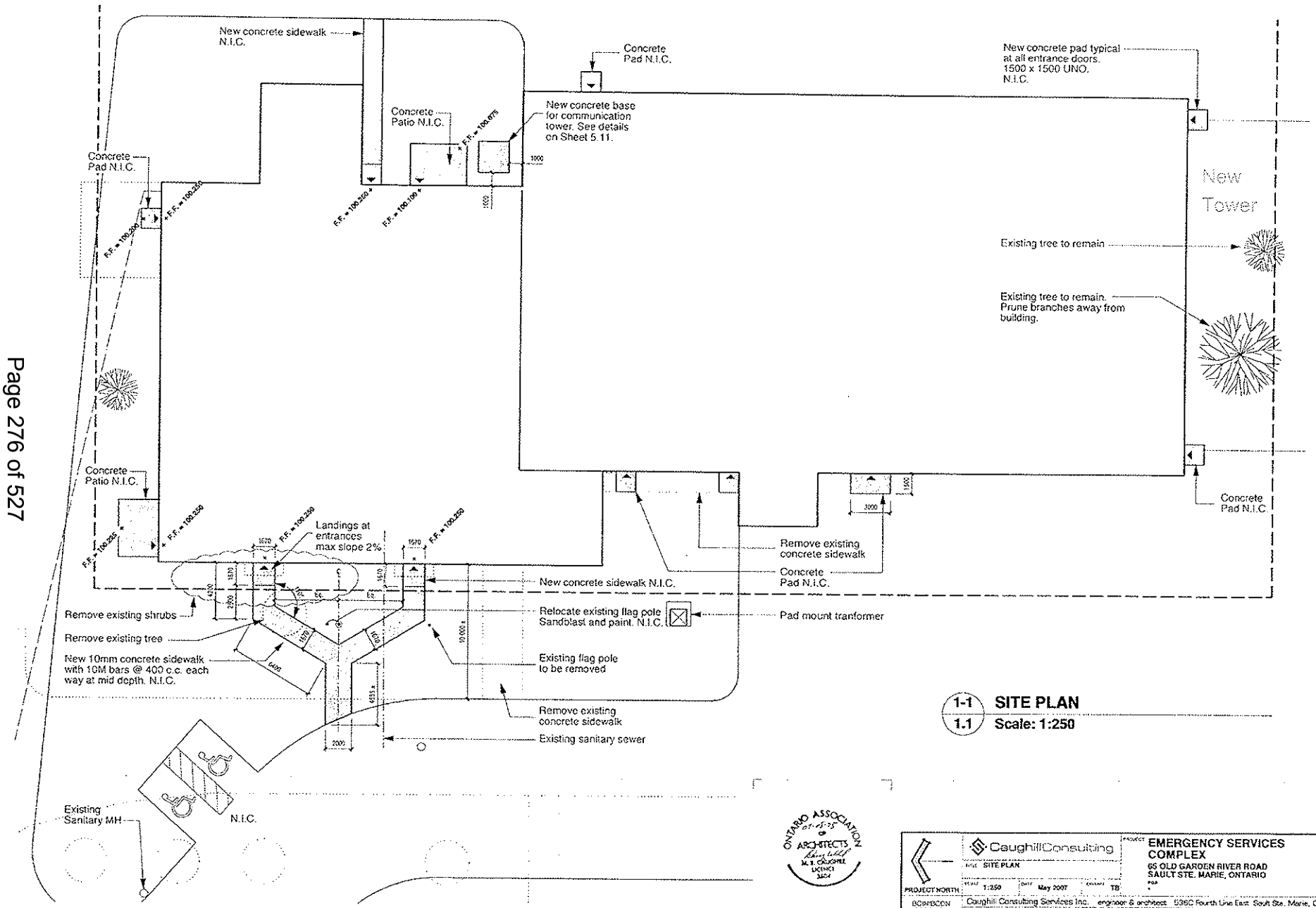
SHEET: 1.1

SCHWECON 30989/2980

Caughill Consulting Services Inc. engineer & architect 5360 Fourth Line East Sault Ste. Marie, Ontario P6A 5K8

Contractor is to verify all dimensions on site. Copyright of these drawings is vested in Caughill Consulting Services Inc.

BCIN 22358



1-1 / 1.1 **SITE PLAN**
Scale: 1:250

ONTARIO ASSOCIATION OF ARCHITECTS
M. B. CAUGHILL LICENCE 3604

BCIN 22358

CaughillConsulting

EMERGENCY SERVICES COMPLEX
65 OLD GARDEN RIVER ROAD
SAULT STE. MARIE, ONTARIO

TITLE: SITE PLAN
SCALE: 1:250 | DATE: May 2007 | DRAWN: TB
REFERENCE: 02024
SHEET: 1.2

PROJECT NORTH

BCIN/BCDN 30999/2980

Caughill Consulting Services Inc. engineer & architect 536C Fourth Line East Sault Ste. Marie, Ontario P6A 5K9

Contractor is to verify all dimensions on site. Copyright of these drawings is vested in Caughill Consulting Services Inc.

COUNCIL REPORT

September 29, 2014

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

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

DEPARTMENT: **Legal Department**

RE: **Acquisition of Parkland Agreement between the City and TVM Sault Inc. (941 & 969 Queen Street East)**

PURPOSE

The purpose of this report is to seek Council's approval of an Acquisition of Parkland Agreement between the City and TVM Sault Inc. ("TVM").

BACKGROUND

TVM has commenced implementing the development strategy for the lands formerly known as the General and Plummer Hospital sites, specifically 941 and 969 Queen Street East (the "TVM Lands"). The redevelopment shall consist of multiple phases of development, with each phase involving severance applications at different periods of time. With each severance application, TVM will be required to either make a parkland donation or a cash-in-lieu payment. TVM has determined that it shall make a parkland donation for each severance application made in the redevelopment of the TVM Lands.

Attached as Schedule "A" to this report is a map of the TVM Lands. The Hub Trail presently traverses across the TVM Lands and is marked and identified on Schedule "A" attached hereto. TVM has proposed the donation of an additional six (6) metre wide strip of land along the entire length of the Hub Trail through the TVM Lands (the "Parkland Donation Lands"). The Parkland Donation Lands are also identified on the map attached as Schedule "A". TVM has proposed making a one-time parkland donation representing all parkland that it would be required to donate to the City as part of any and all severance applications for the entire redevelopment of the TVM Lands.

The City and TVM together calculated the parkland donation requirements based on the redevelopment of the entirety of the TVM Lands. Planning Staff have confirmed that the donation of the Parkland Donation Lands as set out in

Schedule “A” will satisfy the requirements under the severance application process.

ANALYSIS

The Acquisition of Parkland Agreement (the “Agreement”) is required to confirm the Agreement between the City and TVM. The Agreement identifies the lands to be donated by TVM to the City. The Agreement confirms that the transfer of the Parkland Donation Lands from TVM to the City shall represent a one-time donation of all parkland that TVM would be required to donate to the City as part of any and all severance applications for the TVM Lands. The Agreement further confirms that in the event that TVM does not proceed with the redevelopment of the TVM Lands or any further severance applications, the transfer of the Parkland Donation Lands from TVM to the City shall nevertheless proceed and be final.

The Agreement further sets out a process for completing the transfer. Specifically, the City shall arrange for the completion of a reference plan to denote the Parkland Donation Lands. Once complete, the reference plan will be registered on title and the transfer will thereafter be formalized.

The City’s Planning and Legal Departments recommend a one-time transfer approach as opposed to a piece meal approach with respect to this development. By proceeding with a one-time transfer approach, costs will be significantly reduced given that only one survey is required. Further, the City would be able to undertake the development of the Hub Trail in this area.

IMPACT

The costs for the reference plan and the registration of the reference plan and transfer will be funded from the Property Purchase account, which is ultimately funded from the Purchase Reserve Fund.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That Council approve the Acquisition of Parkland Agreement between the City and TVM Sault Inc.

By-law 2014-227 authorizing the execution of the Acquisition of Parkland Agreement appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

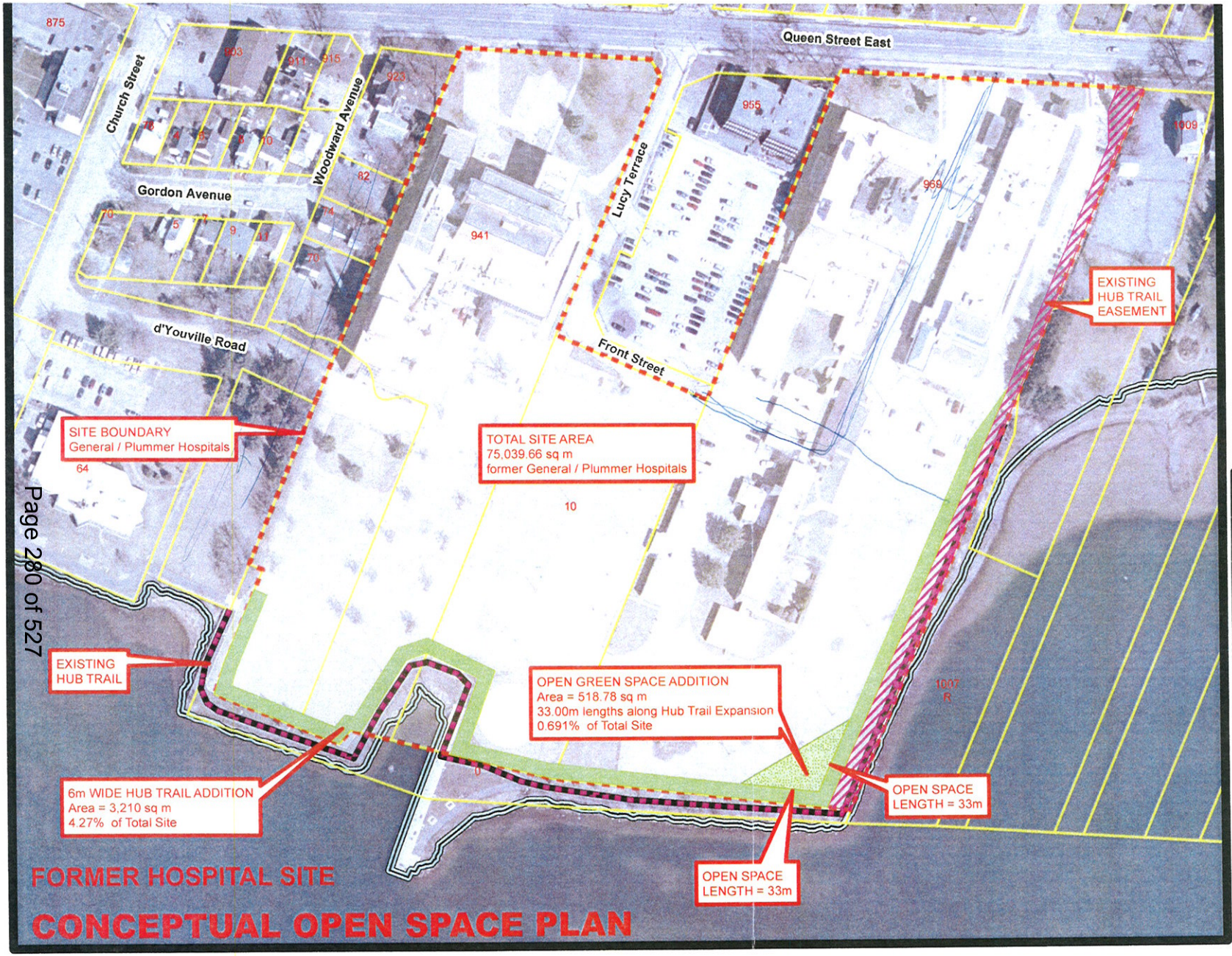
Melanie Borowicz-Sibenik
Assistant City Solicitor
MBS/cf

Recommended for approval,

Nuala Kenny
City Solicitor

Attachment

Staff/Council Reports/2014/TVM lands agreement sept29.14



Former GENERAL & PLUMMER HOSPITAL SITES

941 & 969 Queen St E

Legend

- Hub Trail Addition
- Open Green Space Addition
- Hub Trail Easement
- Development Area
- Development Area
- Existing HUB Trail

OPEN SPACE CALCULATION

Total Site Area
75,039.66 sq m

6m Hub Trail Addition
3,233.58 sq m 4.309% of total site

Open Space Addition
518.78 sq m 0.691% of total site

Total Open Space
3,752.36 sq m 5.00 % of total

NOTE:
Calculations not based on Survey Data.

N

METRIC SCALE
1 : 1500

DATE
January 6, 2014

COUNCIL REPORT

September 29, 2014

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

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

DEPARTMENT: **Legal Department**

RE: **Licence to Occupy City Property – Northeast corner of Third Line East and Birkshire Place**

PURPOSE

The purpose of this report is to seek Council's approval for a Licence to Occupy City Property Agreement (the "Licence Agreement") between the City and Peggy Catania (the "Licencee") to permit the improvement and maintenance of a sign (the "Sign") to be placed on a portion of the City owned boulevard on the northeast corner of Third Line East and Birkshire Place (the "City Property").

ATTACHMENT

Attached as Schedule "A" is a sketch of the location of the Sign on the City Property.

BACKGROUND

The Sign is currently located on the City Property, which has been at that location since the initial development of Birkshire Place. The City's Legal Department received a request from Mark Van Boerdonk to permit him to make improvements to and regularly maintain the Sign and the surrounding area.

Since the Sign and the surrounding area is on the City Property, Mr. Van Boerdonk has requested that he be granted a Licence to Occupy City Property to permit him to make the requested improvements and to maintain the Sign thereafter. Mr. Van Boerdonk is the contractor hired by the residents on Birkshire Place, and the Licencee is the individual who shall enter into the Licence Agreement with the City.

ANALYSIS

The Legal Department circulated this request to the relevant City departments for comments. The City's Public Works and Transportation Department had no concerns with the request so long as the Licencee followed proper procedures if

digging on City Property. This concern has been addressed in the Licence Agreement.

The Licence Agreement confirms that the Licencee has permission to improve and maintain the Sign and surrounding area at her sole cost, expense and liability. The Sign shall remain at the location marked and identified on Schedule "A" to the Licence Agreement.

The Licence Agreement confirms that the Licencee shall be responsible for all matters related to the improvements of the Sign and surrounding area, and shall acquire any necessary permits and approvals for same. The Licence Agreement further contains indemnification clauses such that the Licencee shall be responsible for any costs, expenses and liabilities that in any way result from the Sign. Finally, the Licence Agreement requires the Licencee to maintain insurance during the term of the Licence Agreement.

The term of the Licence Agreement is for one year commencing September 29, 2014 and continues thereafter from year to year until terminated. The Licence Agreement may be terminated by the City or the Licencee by giving three (3) months' notice to the other party. The Licence Agreement permits the Licencee to improve and maintain the Sign that is currently located on the City Property, 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 2014-219 authorizing the execution of the Licence to Occupy City Property Agreement appears elsewhere on the agenda and is recommended for approval.

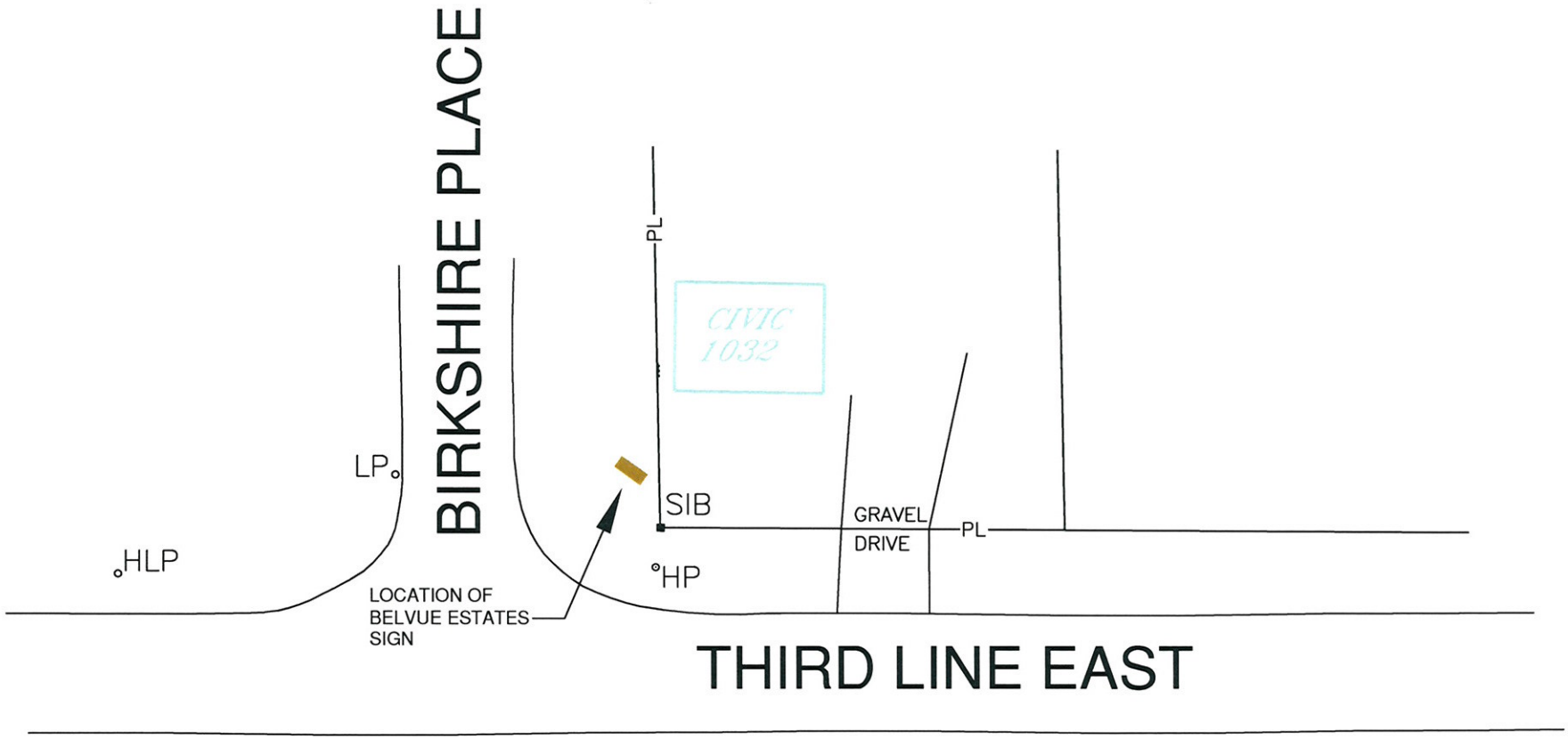
Respectfully submitted,

Matthew Caputo
Solicitor/Prosecutor

Recommended for approval,

Nuala Kenny
City Solicitor

MC/cf
Attachment
staff/Council Reports/2014/Birkshire Place Licence to Occupy sept29.14



THE CORPORATION OF THE CITY
OF SAULT STE. MARIE, ONTARIO
ENGINEERING DEPARTMENT

RATIO	HORIZONTAL 1:500
DATE	SEPTEMBER 17 2014
DWN. BY	
GEO BM	

BELVUE ESTATES SIGN LOCATION AT BIRKSHIRE PLACE AND THIRD LINE EAST

COUNCIL REPORT

September 29, 2014

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

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

DEPARTMENT: **Legal Department**

RE: **Street Assumption and Closing Part Grand Blvd.**

PURPOSE

The purpose of this report is to seek Council's approval to assume, close and convey part of Grand Boulevard being Part of PIN 31554-0093 (LT) PT LT 6 CON 4 PLAN 51145 ST. MARY'S AND PT LT 11 PL H475 ST. MARY'S, BEING PART 1 1R12257.

BACKGROUND

By By-law 2014-191 City Council declared this property surplus and authorized the sale of the property to 1188004 Ontario Inc., the abutting land owner.

Subsequently, the Legal Department received a requisition from the Purchaser's solicitor advising that this property was part of what was previously described as Grand Boulevard and therefore requested a by-law closing this "street".

ATTACHMENT

Attached as Schedule "A" is part of Plan 1R12257 showing the "Subject Property".

ANALYSIS

Not applicable.

IMPACT

There is no significant financial impact associated with this matter.

STRATEGIC PLAN

Not applicable.

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

By-law 2014-220 being a by-law to assume Part 1 on 1R12257 and By-law 2014-221 being a by-law to stop up and authorize the conveyance of the property appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

Melanie Borowicz-Sibenik
Assistant City Solicitor

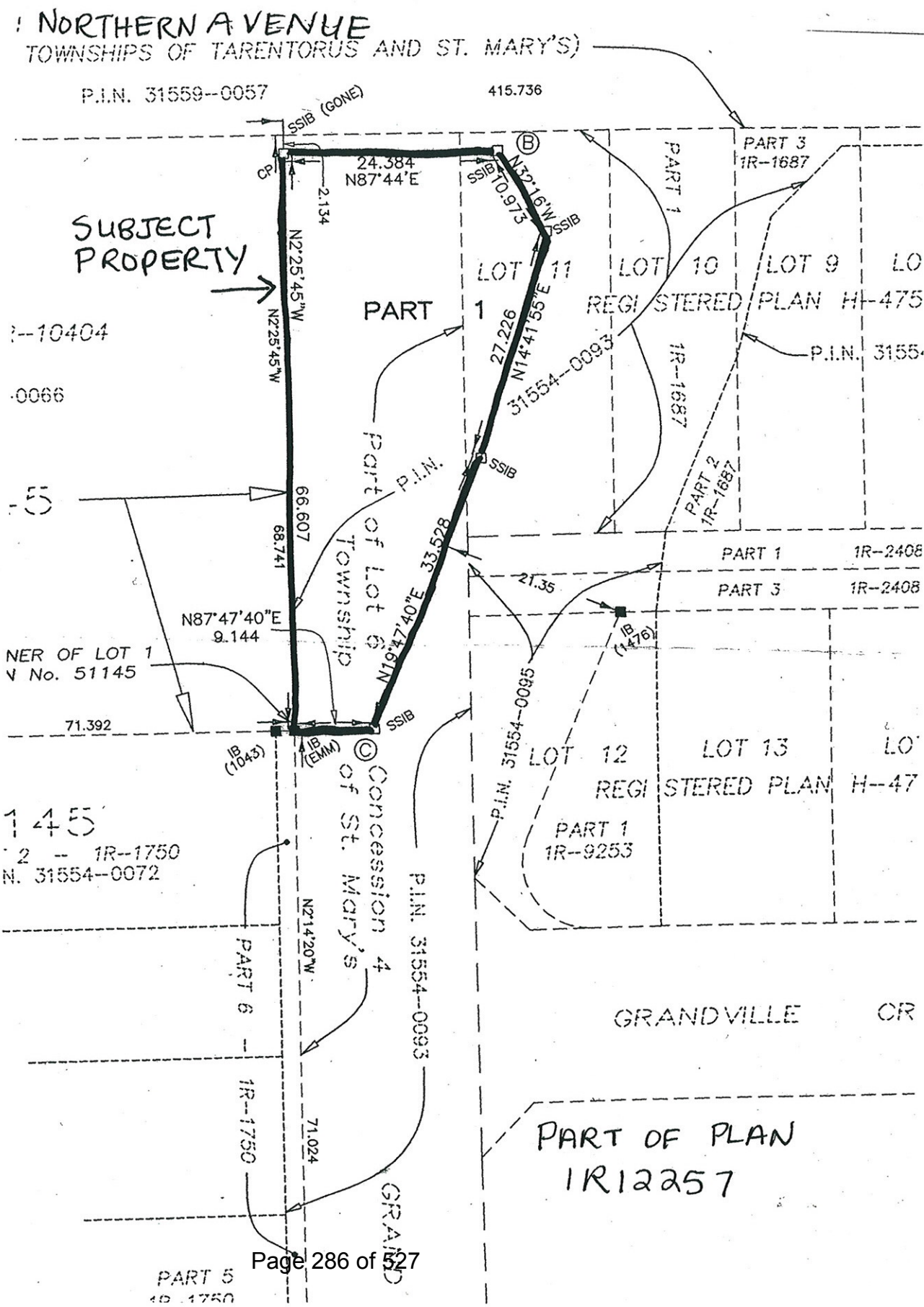
Recommended for approval,

Nuala Kenny
City Solicitor

MBS/da

LEGAL\STAFF\COUNCIL REPORTS\2014\STREET CLOSING PART GRAND BLVD PR1.58.DOCX

PT PIN 31554-0093 (LT): PT LT 6 CON 4 PLAN 51145 ST. MARY'S AND PT LT 11 PL H475 ST. MARY'S BEING PT 1 1R12257



COUNCIL REPORT

September 29, 2014

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

AUTHOR: **Nuala Kenny, City Solicitor**

DEPARTMENT: **Legal Department**

RE: **Surplus Property (532 Wallace Terrace)**

PURPOSE

The purpose of this report is to advise Council of the offer received from Michael Jason Stephney, the land owner abutting the City owned property located at 532 Wallace Terrace, legally described as PIN 31593-0240 (LT) PT LT 288-289 PL 6541 Korah as in T322413; Sault Ste. Marie ("Subject Property").

ATTACHMENT

Attached as Schedule "A" is a drawing with the property shown as "Subject Property".

BACKGROUND

This property was circulated to the usual City Departments for comments as to whether this property could be declared surplus to the City's needs. There were no concerns regarding declaring this property surplus. The Planning Department recommended that this property be sold to the abutting property owner. At its meeting on December 2, 2013 City Council declared the Subject Property surplus to the City's needs.

The Subject Property was advertised in the Sault Star on April 5, 2014 and a notice was given on the City's web page, indicating that the City proposed to sell this property to the abutting land owner. Subsequently, a Letter of Opinion was obtained suggesting that the market value of the property was Five Hundred ($500.00) Dollars. The offer received was reduced because there is a tree stump on the property that will have to be removed. Also, we were advised that the abutting neighbour had paid to clean up the City's property due to a concern they had regarding rats on the property.

ANALYSIS

Not applicable.

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:

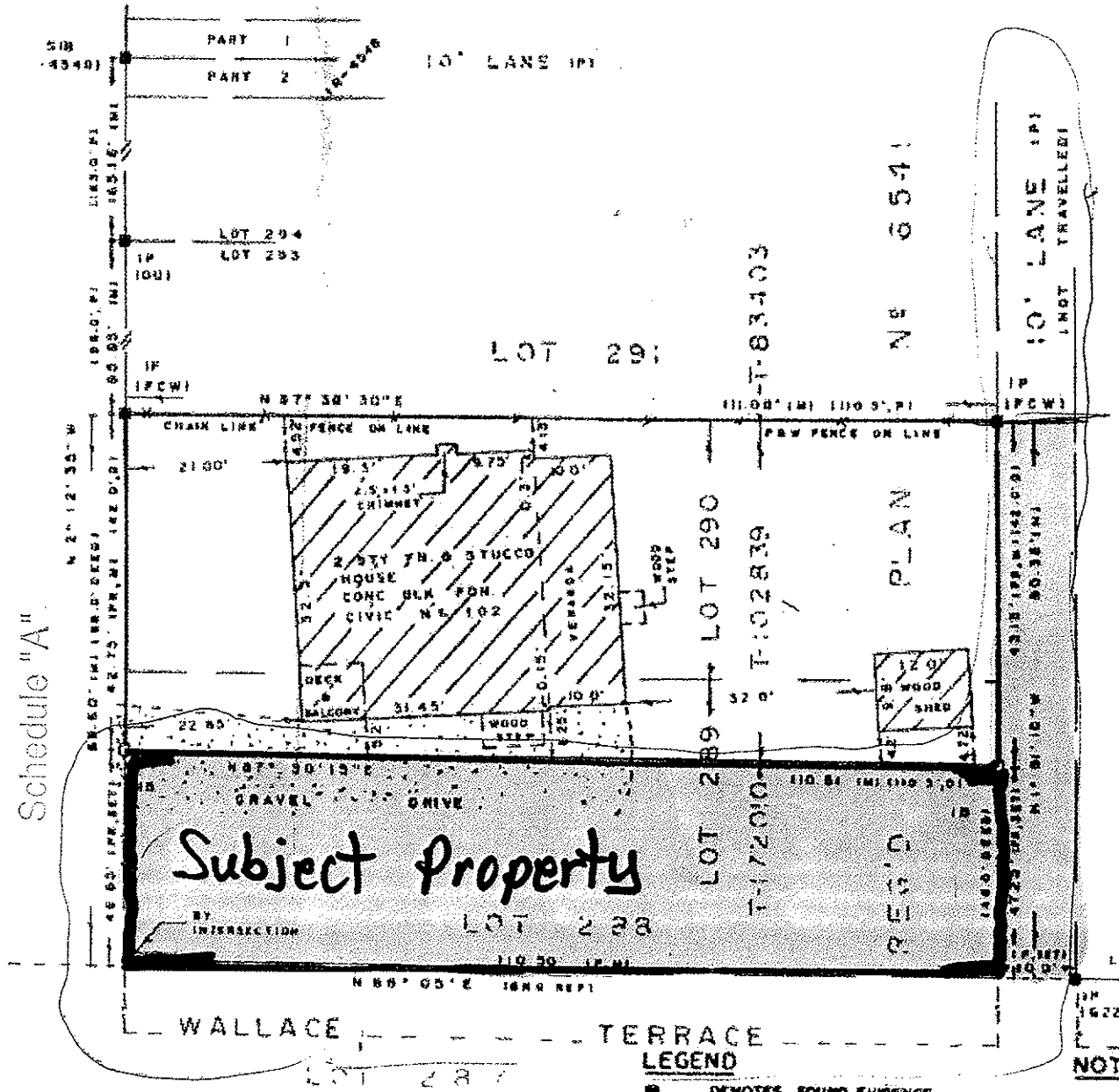
By-law 2014-210, which appears elsewhere on the agenda, authorizes the sale of surplus property being PIN 31593-0240 (LT) PT LT 288-289 PL 6541 KORAH AS IN T322413; SAULT STE. MARIE, civic 532 Wallace Terrace to Michael Jason Stephney for the amount of Three Hundred ($300.00) Dollars and is recommended for approval.

Respectfully submitted,

Nuala Kenny
City Solicitor

NK/da

LEGAL\STAFF\COUNCIL REPORTS\2014\PROPERTY SALE 532 WALLACE TERR STEPHNEY PR1.60.DOCX



Schedule "A"

SURVEYOR'S REAL PROPERTY REPORT

(PART 1)

PLAN OF SURVEY OF

LOT 290 & PART OF LOT 28
REGISTERED PLAN Nº 6541
WILDING PARK SUBDIVISION
CITY OF SAULT STE MARIE
DISTRICT OF ALGOMA

SCALE 1" = 20'

B.S. URSO, SURVEYING LTD

1994

N

Page 289 of 527

SURVEYOR'S CERTIFIC

I CERTIFY THAT :

THE FIELD SURVEY REPRESENTED ON THIS P
COMPLETED ON THE 12th DAY OF SEPTEMB

SEPT 14th, 1994
SAULT STE MARIE, ONTARIO

[redacted]

LEGEND

IB	DENOTES	FOUND EVIDENCE
□	"	PLANTED MONUMENT
SIB	"	STANDARD IRON BAR
SSIB	"	SHORT STANDARD IRON BAR
IB	"	IRON BAR
M	"	MEASURED
P	"	REG'D PLAN Nº 6541
OU	"	ORIGIN UNKNOWN
- //-	"	NOT TO SCALE

PR	DENOTES	PROPORTION
BJC	"	J.B. CHAMBERS O.L.S.
FCW	"	F.C. WILSON O.L.S.

E READ IN
SURVEY
14th, 1994

NOTE

1. BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE N'LY LIMIT OF WALLACE TERR. AS SHOWN ON PLAN 1R-4796 HAVING A BEARING OF N 88°05'E
2. THIS IS NOT A VALID COPY UNLESS EMBOSSED WITH SURVEYOR'S SEAL.

© COPYRIGHT 1994, B.S. URSO SURVEYING LTD.

B. S. URSO SURVEYING LTD.
ONTARIO LAND SURVEYOR
298 QUEEN STREET EAST
SAULT STE. MARIE, ONTARIO
P6A 1Y7

[redacted]

COUNCIL REPORT

September 29, 2014

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

AUTHOR: **Peter Tonazzo, MCIP, RPP, Planner**

DEPARTMENT: **Engineering and Planning Department**

RE: **Community Development Award 2014 – Chippewa Trading Post and Frontier Village**

PURPOSE

This report outlines this year's Community Development Award nominee, the Chippewa Trading Post and Frontier Village, located at 1332 and 1340 Great Northern Road.

BACKGROUND

Sixteen years ago, City Council initiated a Community Development Award Program. The Planning Advisory Committee serves as administrators of the award. The purpose of the award program is to:

- ➔ Recognize significant achievement in community development
- ➔ Highlight successful development ideas that others can use
- ➔ Inspire other projects to meet the standards set by successful projects

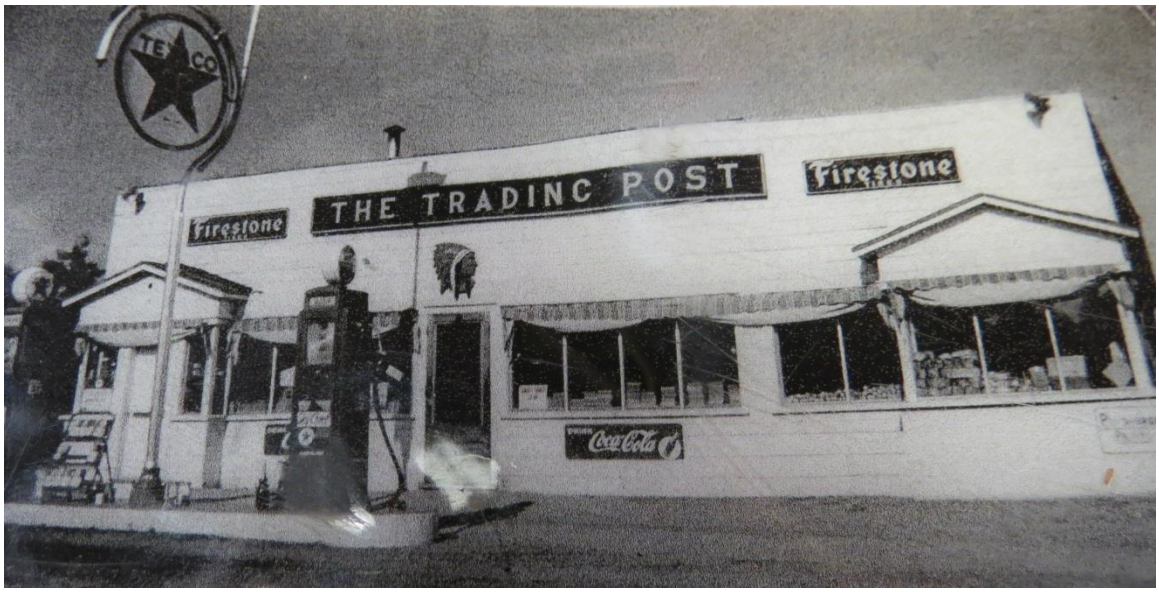
Previous winners include:

- Skeggs Pacciocco Lawyers (2013)
- Wacky Wings Great Northern Road (2012)
- Smokey's Barbeque Pit and Patio (2011)
- Essar Steel Algoma (2010)
- Muio's Restaurant (2009)

ANALYSIS

This year, thirteen projects were considered for the award.

After careful consideration, the Planning Advisory Council recommends that this year's Community Development Award be presented to the Chippewa Trading Post and Frontier Village, located at 1332 Great Northern Road.



For over eighty years, the Trading Post's convenient location at the northern gateway to the community has solidified the business as a local and tourist checkpoint for gas, food, fishing and hunting licenses, and recreational and outdoor supplies. George and Susan Koprash purchased the property in 2010 with a mission to grow the business into a vibrant tourist destination and community gathering place.



As avid travellers, the Koprashes encountered many similar developments to the Trading Post and recognized the potential to enhance its "frontier" character.

Since 2010, the Koprashes have undertaken several significant building revitalizations and landscaping improvements. Frontier Village's 19th century theme and vibrant colours draw both local residents and tourists to experience a variety of offerings within the development. The Trading Post's warm wood exterior is consistent with the building's location and historic architectural character. Quirky wood carvings and artistic features enhance the Village's frontier motif and welcoming atmosphere.



The Koprashes have worked to expand commercial, entertainment and dining opportunities for visitors. The following businesses are currently located in Frontier Village:

- The Totem Pole – Sault Ste. Marie's largest souvenir shop
- Frenchies Fries – open seasonally, offering burgers, fried fish, and French fries
- Ida's Tarot Tea Room – Sault Ste. Marie's destination for tea leaf and tarot card readings
- Jack's Chicken and Fish – offering broasted chicken and ribs, fries
- Krush – women's boutique clothing store
- Wild West Pasta and Pizzeria – newly renovated restaurant specializing in pasta and pizza
- Big Moose Ice Cream Parlour – featuring 68 flavours of ice cream

- Sweet Tooth Fudge Factory – Sault Ste. Marie's only fudge-making store
- Summit Powersports – quality new and used off-road vehicles and generators

The Koprashes have also built a fire pit and bandstand for visitors to enjoy an authentic campfire experience with live music three evenings a week during the summer. Satisfying the needs of local customers and creating an exciting tourist attraction will be the driving force behind future site enhancements.



A review of the Trading Post's guestbook reveals names of visitors from around the world. The owners estimate that approximately 40% of patrons are from out of town, including a significant proportion from the United States. The Koprashes are committed to engaging customers and creating a sustainable vibrant community feature. Long-time customers now bring their grandchildren to the Trading Post. There is also a "Brag Wall" for customers to post pictures of their best catches.



The renewal of the Trading Post and Frontier Village is an exemplary effort in creating a high standard for distinct, high quality architectural theming, building community, generating tourism opportunities, and facilitating success for small enterprises.

IMPACT
The cost of producing a plaque is within the Planning Advisory Committee's existing budget.

STRATEGIC PLAN
Approval of this report will not impact the Corporate Strategic Plan.

RECOMMENDATION
Resolved that the report of the Planner, dated 2014 09 29, be received as information and that Council awards the 2014 Community Development Award to the Chippewa Trading Post and Frontier Village.

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)

COUNCIL REPORT

September 29, 2014

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

AUTHOR: **Donald B. McConnell, MCIP, RPP, Planning Director**

DEPARTMENT: **Engineering and Planning Department**

RE: **Sourcewater Protection – Appointment of Risk Management Official and Risk Management Inspector.**

PURPOSE

In fulfilling the Municipality's responsibilities under the Clean Water Act, this report recommends that Peter Tonazzo of the City's Planning Division be appointed as 'Risk Management Official' and that Anjum Amin of the Sault Ste. Mare Region Conservation Authority be appointed as the Risk Management Inspector.

A copy of the Planning Director's report dated 2013 12 02 is attached and provides Council with the background on sourcewater protection and funding resources is attached. Approval of this report formalizes the process.

BACKGROUND

On December 2, 2013 Council passed the following Resolution:

"*Resolved that the report of the Planning Director dated 2013 12 02 concerning the Clean Water Act and Sourcewater Protection be accepted and the following recommendations be approved:*

1. *That the Planning Division be assigned the role of local Source Water Protection Risk Management Office; and*
2. *That Council confirm its intention to appoint Peter Tonazzo as the Risk Management Official and Anjum Amin as the Risk Management Inspector one they have completed the necessary training programs; and*
3. *That Council authorize staff to negotiate with PUC Inc. to enter into a partnership with the City to cover the ongoing costs associated with the Risk Management Inspector position."*

ANALYSIS

Both Peter Tonazzo and Anjum Amin completed the necessary training program as required by the Clean Water Act and Ministry of the Environment. It is therefore recommended that Council appoint Mr. Tonazzo and Mr. Amin as Risk Management Official and Risk Management Inspector respectively.

IMPACT

Through the Source Protection Municipal Implementation Fund, the city has received $75,000 and is eligible to receive an additional $5,000 in 'collaboration' funding, which can be utilized to implement source protection measures in Prince Township. The funds may be utilized for salaries attributed to the RMO and RMI duties, and other implementation costs. For a more detailed review of projected costs please refer to the attached background report. The funds must be utilized by December 7, 2015. Consequently, at this time there are no anticipated costs to the municipality until December 2015. Prior to that time, staff will further negotiate with PUC Inc. to enter into a partnership with the City to cover the ongoing costs associated with the Risk Management Inspector position. Prior to the funding deadline, staff will report back to Council with a detailed review of anticipated costs and resource requirements associated with the Risk Management Office and Risk Management Official position.

STRATEGIC PLAN

Approval of this recommendation is not directly linked to any specific policies contained within the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Planning Director, dated 2014 09 29 be received and the recommendation that Peter Tonazzo be appointed as Risk Management Official and Anjum Amin be appointed as Risk Management Inspector be approved.

Respectfully submitted,

Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,

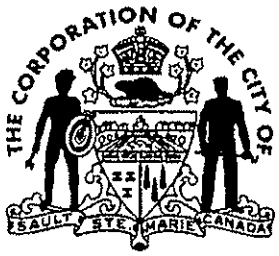
Jerry Dolcetti, RPP
Commissioner Engineering & Planning

DBM:ps
Attachment(s)

6(6)(b)

Jerry Dolcetti, RPP
Commissioner

Donald B. McConnell, RPP
Planning Director



ENGINEERING & PLANNING
DEPARTMENT

Planning Division

2013 12 02

Mayor Debbie Amaroso and
Members of City Council

RE: THE CLEAN WATER ACT AND SOURCEWATER PROTECTION

PURPOSE

This Report is intended to provide Council with a background on Sourcewater Protection, provincial funding resources and the subsequent responsibilities of the Municipality.

BACKGROUND

The *Clean Water Act 2006* and Drinking Water Source Protection is an outcome of the Walkerton tragedy, which occurred in 2000. The resulting Walkerton Commission, led by Chief Justice O'Conner recommended a 'multi-barrier approach' to protect Ontario's drinking water resource. The intent of the Clean Water Act is to protect existing and future drinking water sources.

Part of the 'multi-barrier approach' is the establishment of a Source Protection Plan, which applies to the 'Sault Ste. Marie Region Source Protection Area'. Although Sault Ste. Marie is the main focus, the plan also applies to Prince Township and a very small portion of the Sault North Planning area. The plan does not apply to nearby First Nations lands.

The Clean Water Act established Conservation Authorities as the main agencies responsible for coordinating a science-based assessment of the local drinking water situation, and establishing a Source Protection Committee to develop a Source Protection Plan. Locally, Rhonda Bateman was the Drinking Water Source Coordinator, with support from Sault Ste. Marie Region Conservation Authority staff. The Ontario Ministry of the Environment funded the program.

The Source Protection Committee was established in 2007, including the following 9 members:

Chair	Currently Vacant
Municipal Representatives	Catherine Taddo, Environmental Engineer, City of SSM Hal Mc Gonigal, Prince Township Peter Tonazzo, Planner, City of SSM

Sector Representatives	Andrew Hallet, PUC Services Inc. Roy Bertolo, Aggregates Peter McLarty, Environmental
Public Representatives	Laurence Woolley, SSM Resident Ralph Yanni, Sault North Resident.

Based on the approved Assessment Report, coordinated by the Sault Ste. Marie Regional Conservation Authority, utilizing technical rules established by the Ministry of Environment, the Source Protection Committee drafted a Source Protection Plan, with policies aimed at protecting our drinking water sources. The plan is currently under review by the Province, which is the approval authority. An important part of the plan will include policies pertaining to 'Significant Threat Activities', both existing and potential future. As per Section 22 of the Clean Water Act, the policies contained in the Source Protection Plan must ensure that activities either never become a significant threat or existing activities cease to become significant threats.

The Act outlines the following 21 prescribed drinking water threat activities:

1. The establishment, operation or maintenance of a waste disposal site within the meaning of Part V of the *Environmental Protection Act.*
2. The establishment, operation or maintenance of a system that collects, stores, transmits, treats or disposes of sewage.
3. The application of agricultural source material to land.
4. The storage of agricultural source material.
5. The management of agricultural source material.
6. The application of non-agricultural source material to land.
7. The handling and storage of non-agricultural source material.
8. The application of commercial fertilizer to land.
9. The handling and storage of commercial fertilizer.
10. The application of pesticide to land.
11. The handling and storage of pesticide.
12. The application of road salt.
13. The handling and storage of road salt.
14. The storage of snow.
15. The handling and storage of fuel.
16. The handling and storage of a dense non-aqueous phase liquid.
17. The handling and storage of an organic solvent.
18. The management of runoff that contains chemicals used in the de-icing of aircraft.

19. An activity that takes water from an aquifer or a surface water body without returning the water taken to the same aquifer or surface water body.
20. An activity that reduces the recharge of an aquifer.
21. The use of land as livestock grazing or pasturing land, an outdoor confinement area or a farm-animal yard. O. Reg. 385/08, s. 3.

The aforementioned prescribed threat activities are those which have the potential to be considered a 'significant threat', based on a number of factors, such as the size and location of the activity.

ANALYSIS

The Local Situation

The Source Protection Plan and the policies therein, is centred on the science-based 'Assessment Report', which outlines 'Wellhead Protection Areas' around the four (4) City Well locations, an 'Intake Protection Zone' around the Gros Cap intake, and the 'Significant Groundwater Recharge Area' located in the northern part of the city. The wellhead protection areas, intake protection zone, and significant groundwater recharge area are shown on the map attached.

The critical area for source water protection is Wellhead Protection Area A (WHPA-A), which is a 100m radius around each wellhead. Wellhead Protection Areas B and C (WHPA-B&C) are important in relation to threat #16, the storage and handling of Dense Non-Aqueous Phase Liquids (DNAPLs) which are solvents that do not mix with, and are heavier than water. Examples include chlorinated solvents, coal tar, paints and laquers. DNAPLs are often associated with uses that strip wood, dry cleaning establishments and auto maintenance.

Based on the MOE's technical rules and hazard scoring, activities in the City's Significant Groundwater Recharge area cannot become significant. This does not change the local conditions indicating that the groundwater recharge area is the most susceptible to contamination, as noted in Burnside's 'Sault Ste. Marie and Area Groundwater Management and Protection Study' which was completed in 2003.

Existing Significant Threats

The Draft Sault Ste. Marie Source Protection Plan identifies 4 existing significant threats. Upon Provincial approval of the plan, the threats are proposed to be mitigated in the following manner:

1. Snow Storage Site – Queen Street East, across from the Lorna Well, abutting the East End Sewage Treatment Plant.
    a. Municipality to implement a plan to ensure best management practises for the storage of snow, including:
        i. Establish delineated boundaries for snow storage,
        ii. Ensure melt water drainage flows away from the Lorna Well,
        iii. Education and training for those who utilize the snow storage site,

iv. The plan encourages the municipality to continue to apply for available funding opportunities related to on-site soil sampling and testing.

2. Sewage Infrastructure – Force main beneath Queen St. East, adjacent to Lorna Well.
   a. Municipality to develop a prioritized inspection and maintenance schedule for the portion of the force main that is within 100m of the Lorna Well.
   b. Municipality to develop a training plan for PWT staff to delineate vulnerable areas and outline emergency response procedures in the event of a leak in the force main.

3. Fuel Storage and Handling – Gas station, southwest corner of Second Line and Goulais Avenue, adjacent to the Goulais Well.
   a. A risk management plan as per the Part IV powers of the Clean Water Act (described later). At a minimum, the Risk Management Plan shall include:
      i. Adherence to TSSA standards,
      ii. Best management practises,
      iii. Measures to ensure site drainage is away from the Goulais Well intake,
      iv. Installation of a leakage alarm system,
      v. Maintenance and monitoring protocol,
      vi. Spills response action plan,
      vii. Enhanced tank safety requirements,
      viii. Abandonment plan.

Note: The owners have already completed much of the above.

4. Transportation of Hazardous Materials – Shipping lane near Gros Cap Intake, Prince Township.
   a. The shipping lane is federally/bi-nationally regulated, and therefore the source protection plan, which has no federal jurisdiction, cannot directly regulate shipping. Policy has been developed for joint emergency response planning, including immediate PUC notification in the event of a spill, so that the intake can be shut down.

Future Significant Threats

In terms of significant threats to the groundwater aquifer, the threat level is highest within 100m (WHPA-A) of the City wells. The potential for future significant threats is minimal, given the majority of the existing zoning within 100m of the four (4) city well locations is residential, with some commercial. WHPA's B & C in the west-end include some Rural Area properties and WHPA-C in the east-end includes vacant industrial properties (Black Road and McNabb Street).

Generally speaking, activities associated with residential land uses are not considered as significant threats. There are a small number of existing commercial uses and vacant commercial properties that could be occupied by significant threat activities. The commercial zoning permits uses like gas stations (fuel storage and handling), dry cleaners (DNAPLs and organic solvents), automobile repair (fuel/oil, DNAPLs, organic solvents), and retail establishments that could store and handle large quantities of oils, DNAPLs, organic solvents, fertilizers, pesticides, etc.).

There are a number of Rural Area zoned parcels within WHPA's B & C of the west end wells. The Rural Area Zone permits agricultural uses, which can include significant threat activities such as the storage, handling and application of fertilizers, pesticides, agricultural and non-agricultural source material (manure). Current zoning provisions require a minimum area of 10ha (25acres) in order to support an agricultural use. Most Rural Area zoned properties located within the wellhead protection zone are too small to support more than hobby farms. Small agricultural operations are generally not considered a significant threat.

There are a number of industrial uses, and industrially zoned vacant parcels within WHPA's B & C of the east end well, including the 'Black Road industrial area', and a number of vacant industrial parcels along McNabb Street. Most industrial uses have the potential to include significant threat activities.

Managing/Prohibiting/Regulating Significant Threats – Existing and Future

The proposed Source Protection Plan contains policies to ensure that prescribed drinking water threat activities either never become a significant threat or existing activities cease to become a significant threat. There are a variety of options for managing existing and future threats, including:

1. Education, outreach and incentives.
2. Existing Provincial Instruments/Approvals – MOE Certificates of Approval.
3. Land Use Planning Approaches – Work best to manage future threats, Official Plan, Zoning, Site Plan Control.
4. Municipal Act Authorities – Licensing.
5. Other tools such as stewardship programs and best management practises.
6. Clean Water Act (Part IV) Powers, used as a last resort. Part IV powers can only be applied to significant threats:
    a. Prohibition – Existing and future activities can be prohibited.
    b. Risk Management – Significant threat activities can be managed through a risk management plan, which is negotiated between the land owner and Risk Management Official.
    c. Restricted Land Uses – A screening tool which connects prescribed threat activities to defined land uses, which prevents the unintentional approval of Building Permit/Rezoning/Official Plan Amendment application that could lead to the creation of a significant drinking water threat. This screening tool requires the Risk Management Official to review proposals prior to acceptance as a complete application.

For a more detailed review of how the Draft Sault Ste. Marie Area Source Protection Plan policies propose to manage significant threats, please refer to Appendix 1 to this Report – Significant Threat Table.

Risk Management Official and Risk Management Inspector Staff Positions

Under the *Clean Water Act, 2006* the Municipality is responsible for implementing the policies contained in the Source Protection Plan. The Municipality is also responsible for establishing Risk Management Official (RMO) and Risk Management Inspector (RMI) positions. The RMI

reports to the RMO or the two positions can be combined. The City can delegate the overall responsibility to either the Conservation Authority or Algoma Public Health; however the Municipality is ultimately responsible for implementation and funding.

It is recommended that the RMO position be retained within the Municipality, to be held by Peter Tonazzo in the Planning Department, and that the RMI position be housed at the Conservation Authority by Anjum Amin, a Professional Engineer. Both have been involved with the Source Protection process since 2007.

JOB ROLES

Risk Management Official (RMO)
The main role of the RMO is one of oversight and approval. The RMO is ultimately responsible for the RMI and the implementation of the Source Protection Plan.

It is estimated that the RMO position would require approximately 155 hours for the first year, and approximately 115 hours in subsequent years. The costs associated with funding the RMO position are unknown at this time however; it is estimated to be approximately $8000 for the first year. It is possible that this amount could be adjusted in subsequent years.

Risk Management Inspector (RMI)
The role of the RMI is one of technical support, site inspections, monitoring and reporting to the RMO and Source Protection Committee.

It is estimated that the RMI position would require approximately 390 hours for the first year, and approximately 295 hours in subsequent years. The total cost for the first year is estimated to be approximately $25,000.

RMO/RMI Training Requirements
The Municipality is also responsible for the training required for the RMI and RMO positions, which consists of about five (5) days, out of town. The total costs to the municipality associated with the training are expected to be roughly $3500.

Other Resource Costs

Legal Division
In some cases assistance form the Legal Department may be required, however it is anticipated that such circumstances will be rare, and utilized as a last resort.

In the event of an appeal, Legal Department will play an important role in any Land Tribunal Hearings. In other cases, where a landowner refuses entry by the RMO or RMI, warrants may be necessary, which will also require Legal Department assistance. Finally, Legal Department will be relied upon in assisting the drafting of an agreement between the City and SSMRCA (and possibly PUC) as it relates to roles and responsibilities.

SOURCE PROTECTION MUNICIPAL IMPLEMENTATION FUND

The Province has recently released the details of the Source Protection Municipal Implementation Fund, which is intended to help build municipal capacity to implement source protection plans. The City of Sault Ste. Marie is eligible to receive $75,000, with the possibility of a future $5000 in 'collaboration' funding, which could be utilized to implement source protection measures in Prince Township. Funds received must be utilized by December 7, 2015.

Eligible Costs:

- Salaries and benefits
  - Hiring or re-assigning staff to serve as RMO/RMI,
  - Administrative support required to establish/maintain the Risk Management Office,
  - Resource costs associated with updating land use policies (OP, Zoning) as identified in the Source Protection Plan,
  - Resource costs associated with legal support
    - Environmental Land Tribunal hearing
    - Ontario Municipal Board hearing
    - Notices of Entry etc.
  - Resource costs associated with training Building staff to appropriately handle applications that are or could become significant threats.
- Fees incurred for contracted professional service
  - Hiring consultants to assist in developing risk management plans.
- Printing and distribution costs associated with education and outreach programs/activities.

Ineligible Costs:

- Travel, meals, accommodation and hospitality.
- Overhead such as rent, utilities and office supplies.
- Capital such as vehicles, office furniture, computers.
- Incentives or compensation for property owners.
- RMO/RMI training costs.

The Source Protection Municipal Implementation Fund Grant Funding Agreement is attached for Council's consideration. The submission deadline in order to be eligible for funding is December 13, 2013. The funds will not be utilized until 2014.

IMPACT

The total first year cost associated with this program is estimated to be $37,000. It is anticipated that costs would be adjusted down in subsequent years.

In addition to provincial funding ($75,000) staff is currently exploring RMI funding options with the PUC. Consequently, for at least the next three years (during the provincial funding window) the direct costs to the municipality will be minimal.
The total costs are further broken down as follows:

- $3,500 for training - The City will be responsible for covering the costs associated with the RMO and RMI attending a week long training session, to be held in Southern Ontario. Council recently approved a travel request for a training session to be held in early December, however the Province cancelled this session and it is anticipated that a session will be held in February. Costs associated with this training are not eligible under the provincial funding program.

- $25,000 for the RMI position – Based on an estimated first year workload of 390 hours. Subsequent years are estimated to be approximately 290 hours per year. The first 3 years of such costs are eligible under the provincial funding; however staff is also exploring additional long term funding options with the PUC.

- $8,000 for the RMO position – Based on an estimated first year workload of 155 hours. Subsequent years are estimated to be approximately 115 hours per year. The first 3 years of these costs are eligible under the provincial grant.

- $500 for Education and Outreach – The proposed Source Protection Plan includes an education and outreach component attached to most significant threat policies. These costs can be funded via the Provincial grant.

Additional workload associated with Legal Division responsibilities are anticipated to be minimal, however in the event that a landowner appeals an application to the Ontario Land Tribunal or a warrant is required to allow property entry, Legal Department will play a substantial role. Having said this, appeals and warrants are anticipated to be not more than one (1) each per five (5) years, although there is the potential for more or less. Provincial funding can be utilized to cover these costs during the first three (3) years of the program.

There will also be additional resource costs associated with potential Official Plan Amendments and Rezonings, required to implement the policies contained within the Source Protection Plan. These costs are eligible for provincial funding.

Finally, there will be additional resource costs associated with municipal training on processes to ensure that Building Permit or Planning Act applications are appropriately screened to ensure that they are not or do not have the potential to become significant drinking water threats. The RMO and RMI will coordinate this training, which will likely focus on Building Division staff. These costs are eligible for provincial funding.

Under the *Clean Water Act, 2006* the Municipality is responsible for implementing the policies contained in the Source Protection Plan. The Municipality is also responsible for establishing Risk Management Official (RMO) and Risk Management Inspector (RMI) positions. The RMI reports to the RMO or the two positions can be combined. The City can delegate the overall responsibility to either the Conservation Authority or Algoma Public Health; however the Municipality is ultimately responsible for implementation and funding.

It is recommended that the RMO position be retained within the Municipality, to be held by Peter Tonazzo in the Planning Division. The Planning Division would act as the 'Risk Management Office'. It is further recommended that the RMI position be housed at the Conservation Authority, by Anjum Amin. Both have been involved with the Source Protection process since 2007.

STRATEGIC PLAN

While not directly linked to a specific policy contained within the Corporate Strategic Plan, ensuring the continued protection of our drinking water aquifers is linked to the stated Corporate Value of Environmental Stewardship, as well as the three Strategic Focus Areas of Developing Solid Infrastructure, Delivering Excellent Services, and Enhancing Quality of Life.

RECOMMENDATION

It is recommended that Council accept this report as information, and assign the Planning Division to be the local Source Protection Risk Management Office. Furthermore, that Council appoints Peter Tonazzo as the Risk Management Official, and Anjum Amin as the Risk Management Inspector.

And, it is recommended that Council accept the Source Protection Municipal Implementation Fund Grant Funding Agreement attached.

And that staff negotiate with the PUC to enter into a partnership with the City on covering the costs associated with the RMI position.

Respectfully submitted,

D B McConnell

Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,

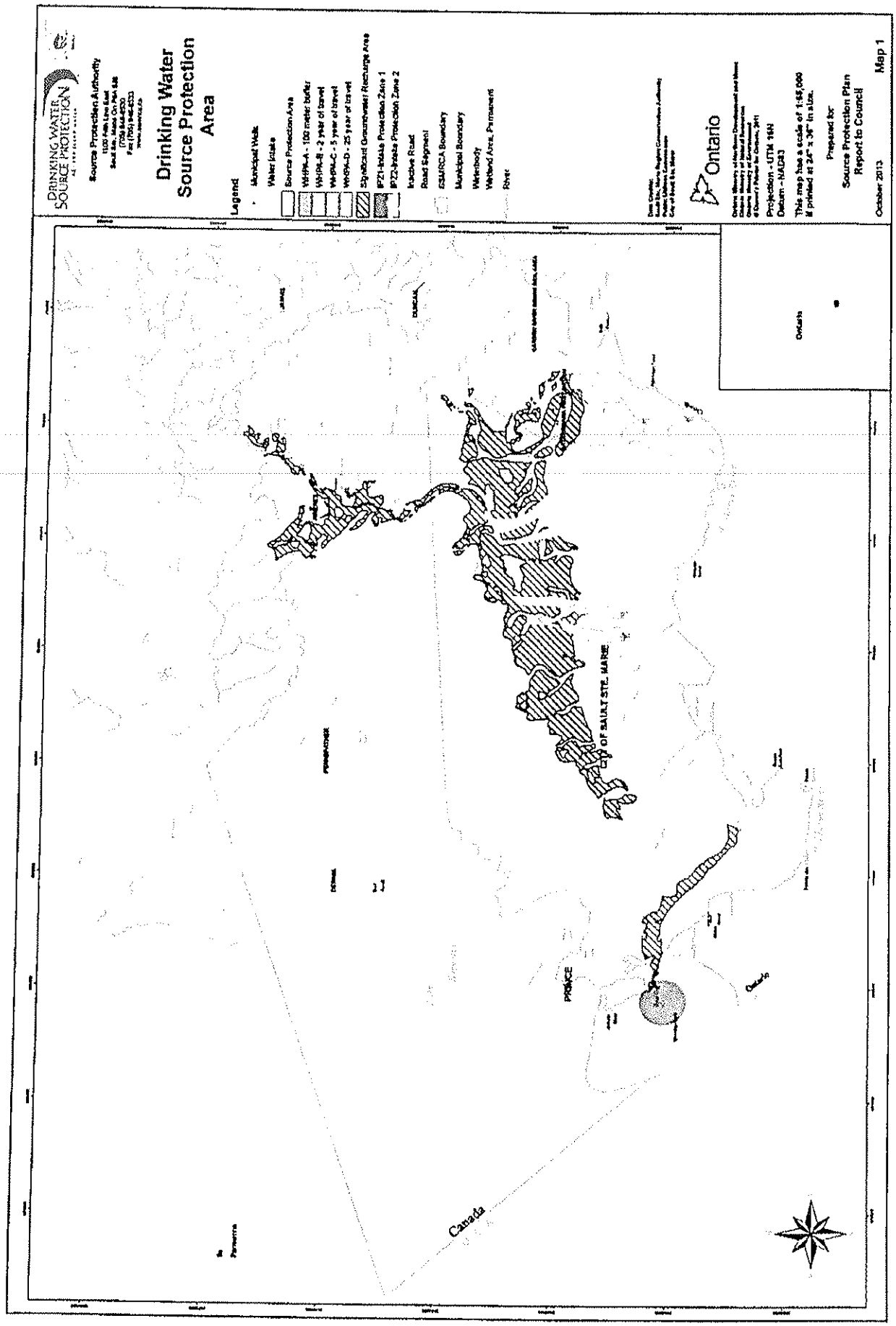
Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

DM/ps

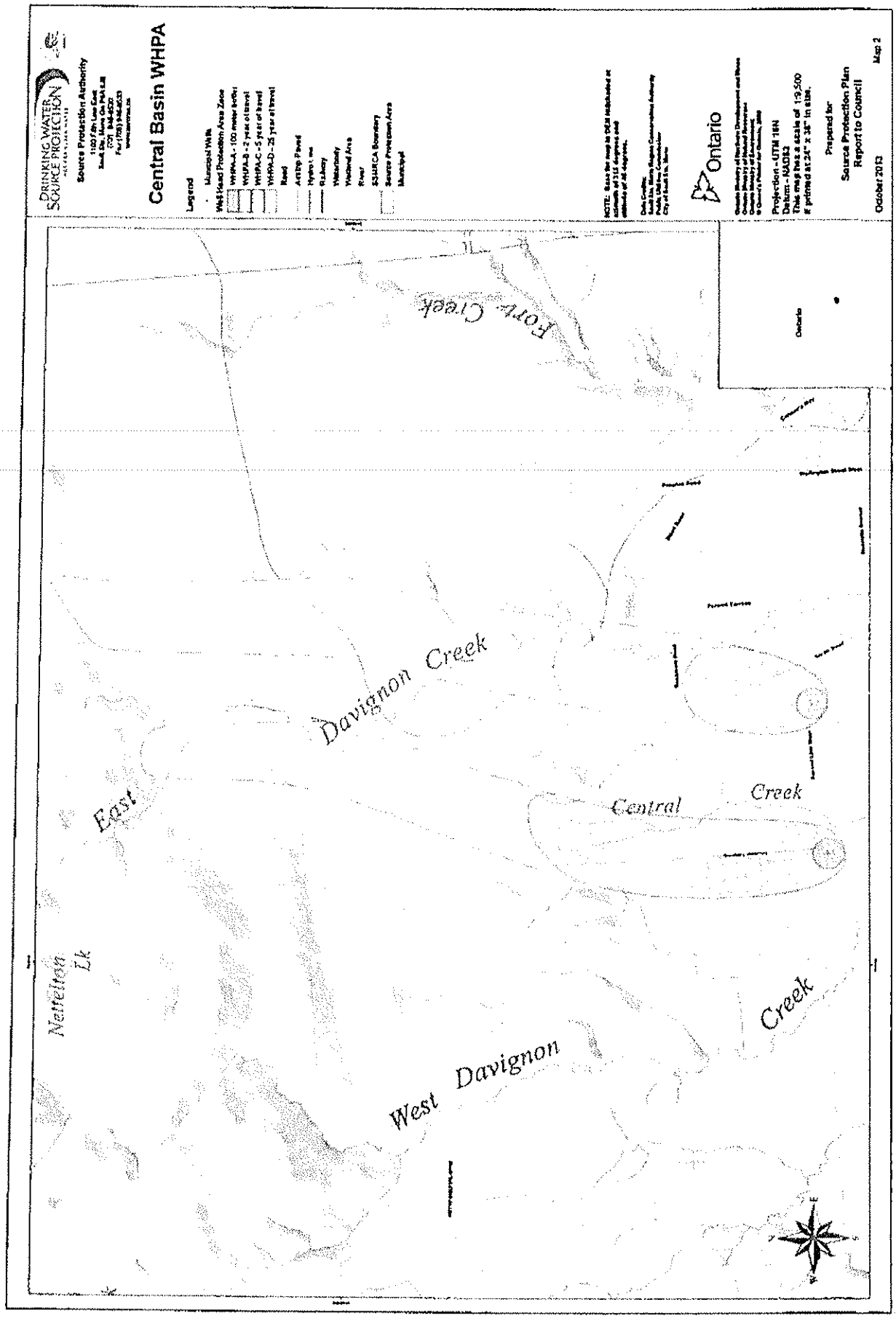
Attachment(s)

Data\APPL\REPORT\Sourcewater Protection Report to Council with Provincial Funding.docx

6(6)(b)


DRINKING WATER SOURCE PROTECTION
Source Protection Authority
Drinking Water Source Protection Area
Legend
Municipal Wells
Water Intake
Source Protection Area
WHPA - A - 100 meter buffer
WHPA-B - 2 year of travel
WHPA-C - 5 year of travel
WHPA-D - 25 year of travel
Significant Groundwater Recharge Area
IPZ1-Intake Protection Zone 1
IPZ2-Intake Protection Zone 2
Inactive Road
Road Segment
SSMRCA Boundary
Municipal Boundary
Waterbody
Wetland Area, Permanent
River
Ontario
Projection - UTM 16N
Datum - NAD83
This map has a scale of 1:65,000 if printed at 24" x 36" in size.
Prepared for:
Source Protection Plan Report to Council
October 2013
Map 1
CITY OF SAULT STE. MARIE
PRINCE
Canada

6(6)(6)


DRINKING WATER SOURCE PROTECTION
Source Protection Authority
Central Basin WHPA
Legend
Municipal Wells
Well Head Protection Area Zone
WHPA-A - 100 meter buffer
WHPA-B - 2 year of travel
WHPA-C - 5 year of travel
WHPA-D - 25 year of travel
Road
Airstrip Paved
Hydro Line
Railway
Waterbody
Wetland Area
River
SSAMRCA Boundary
Source Protection Area
Municipal
Ontario
Projection - UTM 18N
Datum - NAD83
Prepared for
Source Protection Plan
Report to Council
October 2012
Map 2
Ontario
Forty Creek
Davignon Creek
East
Central
Creek
Netterton
Lk
West Davignon
Creek

6(6)(b)

DRINKING WATER SOURCE PROTECTION
East Basin WHPA
Legend
Municipal Wells
Well Head Protection Area Zone
WHPA-A - 100 meter buffer
WHPA-B - 2 year of travel
WHPA-C - 5 year of travel
WHPA-D - 25 year of travel
Road
Airstrip Paved
Hydro Line
Railway
Waterbody
Wetland Area
River
SSWRCA Boundary
Source Protection Area
Municipal
Ontario
Projection - UTM 16N
Datum - NAD83
This map has a scale of 1:17,500
If printed at 24" x 36" in size.
Prepared for
Source Protection Plan
Report to Council
October 2013
Map 3
Partridge Point
Bells
Point
Whitefish
Sprucedale
Lake
Ontario

PROPOSED SOURCE PROTECTION PLAN
FUTURE SIGNIFICANT THREAT OVERVIEW

Specified Threat	Parameters & Threat Rating	Policy Approach for Future Significant Threats
1. Waste Disposal Site	1. All WHPA-A. **Significant** All WHPA-B. **Significant** >10ha	**Planning Act** - Waste disposal sites will not be permitted in all WHPA-A & B Impact – Negligible. A waste disposal site within WHPA-A, or a waste disposal operation >10ha in WHPA-B would not be appropriate given existing land uses and parcel fabric.
2. Storage, Transmission & Treatment of Sewage and Stormwater	2. Sewage All WHPA-A & Steelton/Goulais WHPA-B **Significant** >10 000m^3/day 2a. Stormwater **Significant** All WHPA-A where stormwater is discharged to land or surface water, and drains an area >10ha but <100ha.	**Existing Provincial Instrument** - All WHPA A's & Steelton/Goulais WHPA-B The Province (MOE) shall ensure that all new Certificate of Approval applications for the establishment and maintenance of sewage works be evaluated to ensure that new applications or modifications to existing CofA's do not result in the creation of a significant threat. In WHPA-A, the Municipality shall also ensure that new development does not utilize septic systems. WHPA-A is within the Urban Service Line. The Municipality shall develop a maintenance and inspection and maintenance plan for sewage works in all WHPA-A's. Impact –The impact is to high volume sewer mains, such as the force main under Queen St. E, or the creation of a new sewage treatment plant. The stormwater impact is minimal; there are no sites within any WHPA-A that are larger than 10ha in size, however that is not to say that a stormwater management pond might be designed to drain several properties. All WHPA A's and the Steelton/Goulais WHPA-B are located within the Urban Settlement Area. OP policies will require all development to be connected to City water and sewer services. Therefore, new development will not utilize private on-site services (wells and septics)
Agricultural Source Material (Manure) and Non-Agricultural Source Material 3. Application 4. Handling & Storage	3. All WHPA-A **Significant** >1NU/acre 4. All WHPA-A. **Significant** – no parameter	3 & 4 **Education and Outreach** Impact – It is not anticipated that ASM and NASM application, for aesthetic purposes (Non-agricultural) will exceed an application rate of 1NU/acre. Given existing land uses, zoning and parcel fabric, agricultural uses are not anticipated within any WHPA-A.

PROPOSED SOURCE PROTECTION PLAN
FUTURE SIGNIFICANT THREAT OVERVIEW

Specified Threat	Parameters & Threat Rating	Policy Approach for Future Significant Threats
Commercial Fertilizer 8. Application 9. Handling & Storage	8. All WHPA-A. **Significant** - >1NU/acre 9. All WHPA-A **Significant** >2500kg	8. **Education and Outreach** Impact – It is not anticipated that fertilizer application for aesthetic purposes (Non-agricultural) will exceed an application rate of 1NU/acre. Given existing land uses, zoning and parcel fabric, agricultural uses are not anticipated within any WHPA-A. 9. **Risk Management Plan** – Where a land use will or could result in the handling and storage of >2500kg of commercial fertilizer. Impact – Retail establishments that could sell fertilizer (hardware stores, garden/greenhouses) would be required to develop a risk management plan. Landscaping Contractors might also be required to enter into a Risk Managmenet Plan, however such uses are permitted in Industrial zones. There are no industrially zoned properties within a WHPA-A.
Pesticides 10. Application 11. Handling & Storage	10. All WHPA-A. **Significant** >1ha 11. All WHPA-A. **Significant Retail**>250kg	10. **Prohibit** in WHPA-A, excluding residential uses. Impact – Minimal, it is not estimated that any residential/commercial properties would be applying pesticides to an area >1ha. 11. **Risk Management Plan** in WHPA-A Impact – Retail uses storing more than 250kg would be required to enter into a risk management plan prior to receiving building permit/rezoning approval. Landscaping Contractors might also be required to enter into a Risk Management Plan, however such uses are permitted in Industrial zones. There are no industrially zoned properties within a WHPA-A.
Road Salt 12. Application 13. Handling & Storage	12 All WHPA-A. **Significant** >80% pavement/concrete coverage 13. All WHPA-A. **Significant** >5000tonnes uncovered.	12. **Best management Practices** – City to annually review its comprehensive road salt management plan and identify recharge or '*manufactured infiltration areas* to optimize road salt application and minimize potential infiltration. 13. **Risk Management Plan** in WHPA-A Impact – Minimal, uses that would store this quantity of salt (contractor's yards) are not permitted within the primarily residential 100m radius around the wellheads. Mitigation measure, such as covering the salt, would reduce the threat so that it is no longer considered significant.
14. Storage of Snow	All WHPA-A. **Significant** Below Grade or >1ha above grade depending upon chemicals in snow	14. **Risk Management Plan** in WHPA-A Impact – This policy will impact larger commercial uses located within 100m of the City wells. Commercial uses upon lots >1ha would require a risk management plan. There currently are no commercial properties within WHPA-A that are >1ha.
15 Handling & Storage of Fuel	All WHPA-A. **Significant** >2500L	15. **Prohibit** in WHPA-A Impact - Under current zoning, there are a number of properties within 100m of wells where gas stations are permitted.

PROPOSED SOURCE PROTECTION PLAN
FUTURE SIGNIFICANT THREAT OVERVIEW

Specified Threat	Parameters & Threat Rating	Policy Approach for Future Significant Threats
16. Handling & Storage of DNAPL's*	All WHPA-A. **significant** – no parameter All WHPA-B. **significant**– no parameter All WHPA-C. **significant**– no parameter IPZ1. **Significant**– no parameter (Prince Twp) IPZ2. **Significant**– no parameter (Prince Twp)	16. **Prohibit** in WHPA-A & B. excluding residential uses and the retail sale of products containing DNAPLs. 16. **Risk Management Plan** - the Retail Sale of DNAPL's in WHPA-A, B, C 16. **Risk Management Plan** - storage and handling of DNAPL's in WHPA C. Impact – Activities that use DNAPL's are generally industrial in nature. A woodworking facility could have the potential to use them. The most common non-industrial use associated with DNAPLs are dry cleaners, however alternative methods that do not utilize DNAPL's are available. Retail products that can contain DNAPLs include paint thinners and coal tar.
17. Handling and Storage of Organic Solvents**	All WHPA-A. **Significant** >25L below ground storage or >250L above ground storage	17. **Prohibit** in WHPA-A excluding residential uses and the retail sale of organic solvents 17. **Risk Management Plan** - the retail sale of organic solvents in WHPA-A. Impact - Activities that use large quantities of organic solvents (paint thinners, industrial cleaners and degreasers) are generally industrial in nature, however such chemicals could be associated with motor vehicle repair and maintenance establishments. Retail products containing organic solvents include degreasers and paint thinner.
18. Run-off from aircraft de-icing chemicals.	All WHPA-A. **Significant** – in assoc. with a 'National Airport'.	18. **Prohibition** – Prohibit the de-icing of aircraft in WHPA-a Impact – Negligible. National airports would never be permitted within WHPA-A. SSM Airport is not large enough to fit the 'National Airport' definition. Therefore, helipads or landing strips (which would also be difficult to permit within WHPA-A's) would be considered a significant threat.
19. Taking from one aquifer & returning to a different aquifer.	N/A – Can't be a significant Threat – Water Quantity	N/A – City of SSM does not take from one aquifer and discharge into another.
20. Activities that reduce the recharge of an aquifer.	TBD – As/ Tier 3 Water Budget Water Quantity – applies to Signif. Groundwater Recharge Area	Undetermined however it is anticipated that locally this will not become a significant threat.
21. Management of Agricultural Source Materials - Livestock grazing or confinement Areas	All WHPA-A. **Significant** >1NU/acre unconfined, >300NU/ha confined	21. **Planning Act** Livestock grazing or confinement areas will not be permitted in all WHPA-A Impact – Negligible, residential character and existing parcel fabric within 100m of all city wells is not conducive to livestock grazing or confinement areas.
22. Transportation of Hazardous Materials Through International Shipping Channel	Proximity to Gros Cap well intake	22. **Specified Action** – Develop a coordinated response plan to ensure the Gros Cap intake is immediately shut down before the spill reaches the intake. Impact – Negligible, the shipping channel is located within International waters.

96(6)

PROPOSED SOURCE PROTECTION PLAN
FUTURE SIGNIFICANT THREAT OVERVIEW

NOTES

1. Impact – Is a description of a policy's impact as it pertains to future development potential from a land use planning perspective.
2. The terms 'Prohibit' and 'Risk Management Plan' refer to Part IV Sections 57 & 58 of the Clean Water Act.
3. Wherever Sections 57 & 58 are utilized, 'Restricted Land Uses' as per Section 59 of the Clean Water Act will be utilized as an implementation tool.
4. Sections 57, 58 & 59 of the CWA may only be applied to **Significant** Threats.
5. ***DNAPL's – Dense Non-aqueous Phase Liquids** – Such liquids are denser than water, and do not mix with water. A spill of a very small amount can have major impacts to the groundwater regime. Common DNAPLs include creosote, coal tar PCB oils and chlorinated solvents. Activities that use DNAPL's include paint stripping, dry cleaning, metal/plastic cleaning.
6. ****Organic Solvents** – Their use and chemical make-up is much like a DNAPL, however they are less dense than water and therefore float on water.
7. Most policies include an education and outreach component, which will be aimed at informing those that own, reside or operate a business within WHPA-A.

(6)(6)

COUNCIL REPORT

September 29, 2014

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

AUTHOR: **Donald B. McConnell, MCIP, RPP, Planning Director**

DEPARTMENT: **Engineering and Planning Department**

RE: **A-18-14-Z – 83 Huron Street**

PURPOSE

The applicant is requesting a rezoning to permit small-scale manufacturing as an additional permitted use. Riversedge is working with the City's Social Services Department and local educational institutions to create small start-up businesses such as woodworking, food processing, etc.

PROPOSED CHANGE

The applicant, Riversedge Developments Inc. is requesting a rezoning to amend the existing "C3.S" (Riverfront Commercial Zone with a Special Exception) to include small scale manufacturing as an additional permitted use.

Subject Property:

- Location – This property comprises most of the former St. Mary's Paper property located on the west side of Huron Street, between the Algoma Central Railway right-of-way and the Francis H. Clergue generating station but does not include the former St. Mary's Paper office building, civic no. 83 Huron Street.
- Size – 14.12 hectares (34.89 acres)
- Present Use – Vacant former industrial buildings and property.
- Owner – Riversedge Developments Inc.

BACKGROUND

The subject property has been used industrially since 1895 when the Sault Ste. Marie Pulp and Paper Company was incorporated as a subsidiary of the Lake Superior Power Company. Two years ago, the property was acquired by Riversedge Developments Inc. The company intends to retain the existing sandstone buildings as the basis for a new mixed-use development.

In 2012, City Council approved an Official Plan amendment and rezoning to permit various commercial, residential, institution and renewable energy uses.

Given that there were a number of technical issues associated with this redevelopment that cannot be adequately addressed until final project plans are known, approval was recommended subject to a Holding Provision as permitted by Section 36 of the Planning Act.

In 2013, City Council approved a request for the removal of the Holding Provision By-law from the former office building, machine shop and related parking areas. This approval allows for the redevelopment and reuse of these two existing buildings. Recently, the former office building has become the new home of the Algoma Conservatory of Music.

Riversedge is working with the City's Social Services Department and local educational institutions to create small start-up businesses in conjunction with the proposed Destination North tourist attraction. While many of these businesses would fall within the permitted uses of the existing commercial zoning, several would be considered small-scale manufacturing operations such as woodworking, food processing, etc.

For the purposes of this application, small-scale manufacturing is defined as a low intensity business with approximately 10 or fewer employees operated within an enclosed building and which has no off site emissions such as noise, vibration dust or odour.

ANALYSIS

Conformity with the Official Plan

Part III – Economic Development of the Official Plan states that "Programs and activities which improve the knowledge base and skill level of the local labour force shall be encouraged."

As part of the 2012 City Council approval, the Official Plan designation was changed from Industrial to Commercial and the subject property was included within the "Downtown" boundary of the plan.

Given the small-scale of the proposed operations and their role as accessory to the proposed Destination North tourism attraction, the proposed uses are consistent with the intent of the Commercial designation.

Large-scale manufacturing operations, not related to the Destination North tourism attraction would require an Official Plan amendment and separate zoning approval.

Comments
The subject property will be the site of several new small-scale businesses collectively known as Superior Skills, a subsidiary of Riversedge Developments.

The first of these businesses has recently begun training 10 students in sewing related activities at Etienne Brulé Public School. Other potential businesses include the rearing of exotic insects, woodworking, food processing, small-scale farming and growing bedding plants.

Not all of these activities would take place on the subject property. Those that do will eventually be located within the pulp tower building as part of the proposed Destination North project.

Given the small-scale nature of the operations and that no new buildings will be constructed without further approval from City Council for the removal of the Holding Provision By-law, approval of this request should have a minimal impact on the abutting properties.

Consultation
The following departments/agencies commented on the application as part of the consultation process:

- No objections/comments – Economic Development Corporation, Engineering & Construction, Fire Services, Municipal Heritage Committee, Public Works and Transportation
- See attached letters – Building Division, CN Rail, Conservation Authority, PUC Services

The Building Division notes that depending on the proposed use, a change of use permit may be required. This will be reviewed as part of future building permits.

CN Rail generally leaves it to the municipality to consider any special conditions related to a proposed non-residential use being located near a railway line. In this case, CN has requested specific conditions relating to fencing, drainage and access. All of these conditions will be included as part of a site plan agreement.

The Conservation Authority has noted that the subject property is subject to development regulations and a permit will be required prior to any new development.

PUC Services has noted several issues relating to the need for agreements between the new owners of the former office building (Algoma Conservatory of Music) and Riversedge where existing services cross property boundaries. These matters are currently being resolved by the affected parties.

IMPACT
The proposed use provides training and long-term employment for local residents and supports the proposed Destination North tourist attraction.

The proposed use also encourages additional private sector investment and improves the development potential of various properties within the Canal District Neighbourhood.

STRATEGIC PLAN
Approval of this request supports the City's Downtown Development and Canal District Neighbourhood Plan initiatives.

SUMMARY
The applicant is requesting a rezoning to permit small-scale manufacturing as an additional permitted use. Riversedge is working with the City's Social Services Department and local educational institutions to create small start-up businesses such as woodworking, food processing, etc.

Approval of this application will create an opportunity for new small-scale businesses to be established as part of the proposed Destination North tourist attraction and is consistent with the City's Downtown Development and Canal District Neighbourhood Plan.

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

Resolved that the report of the Planning Director dated 2014 09 29 concerning A-18-Z be received and that Council approve the request to rezone the subject property by amending the existing "C3.S" (Riverfront Commercial zone with a Special Exception) to include small-scale manufacturing as an additional permitted use subject to the following condition:

1. For the purposes of this application, small-scale manufacturing is defined as a low intensity business with approximately 10 or fewer employees operated within an enclosed building and which has no off site emissions such as noise, vibration dust or odour.

Recommended for approval,

Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,

Jerry Dolcetti, RPP
Commissioner Engineering & Planning

DBM:ps
Attachment(s)

Pat Schinners

From: Don Maki
Sent: Tuesday, August 26, 2014 12:56 PM
To: Don McConnell; Pat Schinners
Subject: Rezoning application A-18-14-Z.OP 75 - 83 Huron Street

Hi Don
The old office known as 75 Huron is now a separate piece of property it has retained the old 75 Huron Address. The newly severed lot is the remainder including the machine shop which has now been address 83 Huron. Is the rezoning for both parcels? If the existing machine shop is to be used for this training and production facility it is possible they would need a change of use permit if the majority of the operations was training however if the majority of the operation is production with a training component there may not be a change of use permit required. The agricultural production facility would be a more sensitive use under the Brownfield legislation and would require an environmental assessment under the regulation prior to application for any building permits. If the existing buildings are used for food processing this type of use if primarily food processing would be industrial under the Building Code. If again there is a larger training component than production it may need a change of use permit for any existing building used.

Don

Don McConnell

From: Don McConnell
Sent: Wednesday, September 17, 2014 7:10 PM
To: 'Raymond Beshro'
Subject: RE: A-18-14-Z.OP 83 Huron St, SSM

Hello Raymond –

This application includes most of the property at 75 Huron Street which you commented on previously. The building at 75 Huron Street has been severed from the remainder of the property, hence the change in address to 83 Huron Street.

The property is still subject to a holding provision and all of your previous comments will be addressed should new buildings be proposed on-site. As you note, the owners are not proposing any residential development at this time and the application before Council is to permit light manufacturing uses.

Thank you for clarifying CN's position on industrial and commercial development and I will recommend that these measures be included as part of any development approvals.

Thanks, Don

From: Raymond Beshro [mailto:Raymond.Beshro@cn.ca]
Sent: Wednesday, September 17, 2014 5:09 PM
To: Don McConnell
Subject: A-18-14-Z.OP 83 Huron St, SSM

Hi Don,

Is this application related to the application at 75 Huron on which I previously comment? I note the application is non-residential.

The tenacity of CN's position on industrial and commercial applications has been relaxed somewhat over the last several years or so, and while the requirements for residential continue to be stringently implemented, those for industrial and commercial uses with no sensitive use component, have been considered more as recommendations, rather than requirements, and CN generally leaves it up to the proponent and municipality to consider the potential for any impacts to the proposed use from being located near an active railway line, and whether any attenuation measures are warranted or desirable and the extent to which they are implemented. CN will not challenge the extent to which the recommendations are considered (or not) by the municipality, except for issues of fencing, drainage and access (as detailed in the attached document).

CN's focus for these types of uses has increasingly been limited to the provision of 1.83 metre chain link security fencing, avoidance of adverse impacts to the existing drainage pattern on the railway right-of-way (including no overland flow for a 100 yr storm event) and a 30 metre setback of access points to avoid the potential for impacts to traffic safety when located near at-grade railway crossings.

Regards,

Raymond Beshro - OUQ, MCIP
Senior Officer - Community Planning and Development
Agent principal - Planification et développement communautaires

Railway Properties

1 Administration Rd
Concord, ON L4K 1B9
Telephone: 514-399-7627
Fax: 514-399-4296

NON-RESIDENTIAL DEVELOPMENT ADJACENT TO THE RAILWAY RIGHT-OF-WAY (Branch Lines)

CN recommends the following protective measures for non-residential uses adjacent Branch Lines (note some are requirements):

- A minimum 15 metre building setback, from the railway right-of-way, in conjunction with a 2.0 metre high earthen berm is recommended for institutional, commercial (ie. office, retail, hotel, restaurants, shopping centres, warehouse retail outlets, and other places of public assembly) and recreational facilities (i.e. parks, outdoor assembly, sports area).

- No specific minimum setback, from the railway right-of-way, is recommended for heavy industrial, warehouse, manufacturing and repair use (i.e. factories, workshops, automobile repair and service shops).

- A minimum 30 metre setback is **required** for vehicular property access points from at-grade railway crossings. If not feasible, restricted directional access designed to prevent traffic congestion from fouling the crossing may be a suitable alternative.

- A chain link fence of minimum 1.83 metre height is **required** to be installed and maintained along the mutual property line. With respect to schools and other community facilities, parks and trails, CN has experienced trespass problems with these uses located adjacent to the railway right-of-way and therefore increased safety/security measures must be considered along the mutual property line, beyond the minimum 1.83 m high chain link fence.

- Any proposed alterations to the existing drainage pattern affecting Railway property **require** prior concurrence from the Railway and be substantiated by a drainage report to the satisfaction of the Railway.

- While CN has no specific noise and vibration guidelines that are applicable to non-residential uses, it is recommended the proponent assess whether railway noise and vibration could adversely impact the future use being contemplated (hotel, laboratory, precision manufacturing). It may be desirable to retain a qualified acoustic consultant to undertake an analysis of noise and vibration, and make recommendations for mitigation to reduce the potential for any adverse impact on future use of the property.

- For sensitive land uses such as schools, daycares, hotels etc, the application of CN's residential development criteria is **required**.

- There are no applicable noise, vibration and safety measures for unoccupied buildings, but chain link fencing, access and drainage requirements would still apply.

Pat Schinners

From: Marlene McKinnon <MMcKinnon@ssmrca.ca>
Sent: Tuesday, September 09, 2014 2:11 PM
To: Pat Schinners
Cc: Rhonda Bateman
Subject: SSMRCA Reponse - A-18-14-Z.OP - 75 Huron Street

September 9, 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-18-14-Z.OP
Riversedge Developments Inc.
75 Huron Street
Sault Ste. Marie

The subject property is located in an area under the jurisdiction of the Conservation Authority with regard to the Ont. Reg.176/06 Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

A permit will be required for any proposed development on the subject property.

The subject property are not under consideration of the Drinking Water Source Protection Program of the Conservation Authority with regard to Drinking Water Source Protection.

Sincerely,

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

PUC SERVICES

September 9, 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-18-14-Z.OP
75 Huron Street

Although we do not have any objections with the proposed rezoning, we do wish to draw your attention to our comments to Committee of Adjustments application B35-14-(1-34)-31-22255-R4, C4, S144 for 83 Huron Street which may be relevant to the applicant.

The application and those comments are attached.

Best Regards,

PUC SERVICES INC.

Rob Harten, P. Eng.
Manager of Engineering

PUC DISTRIBUTION INC. • PUC SERVICES INC. • PUBLIC UTILITIES COMMISSION
Tel. (705) 759-6576 Fax. (705) 949-0083 Email: Eng-Dept@ssmpuc.com

PUC SERVICES INC.
ENGINEERING DEPARTMENT
500 SECOND LINE EAST, P.O. Box 9000
SAULT STE. MARIE, ONTARIO, P6A 6P2

A-18-14-2.OP

August 25, 2014

M. Kelly, ACST. Secretary Treasurer
The Corporation of The
City of Sault Ste. Marie
Committee of Adjustment
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Emailed

Dear Madam:

Re: B35-14-(1-34)-31-22255-R4, C4,S144
83 Huron Street

With respect to the above noted severance application, we do take the opportunity to comment as follows:

Water:

- Potable water to the building on the parcel to be retained is currently provided by means of a private 50mm cooper line from the building on the parcel to be conveyed. As a condition of severance PUC would require that this interconnection be removed and servicing be provided to each property separately. It should be noted that the lot being retained currently has no other source of potable water which it requires to maintain occupancy in accordance with the OBC.

- PUC currently supplies service to 13 private fire hydrants on the property to be retained. PUC would require as a condition of severance that any outstanding service charges for these hydrants be paid in full and that they be satisfactorily disconnected if they are no longer required.

Electrical:

- Electrical servicing presently supplying the lot to be conveyed traverses the property to be retained. PUC Distribution Inc. would require an agreement between the two property owners allowing the customer owned primary duct bank to be in place. It is unknown whether or not the PUC owned distribution transformer associated with this service is located on the property to be severed or the property to be retained. If it is found that the

transformer is on or near the property to be retained then PUC Distribution would require an easement about the transformer to allow access.

PUC Services Inc.

Best Regards,



Rob Harten, P. Eng./ Darren Seabrook E.I.T.
Manager of Engineering
(705)759-4908 ph (705)949-0083 fx
rob.harten@ssmpuc.com



2012 ORTHO PHOTO

83 HURON STREET

Planning Application A-18-14-Z-OP

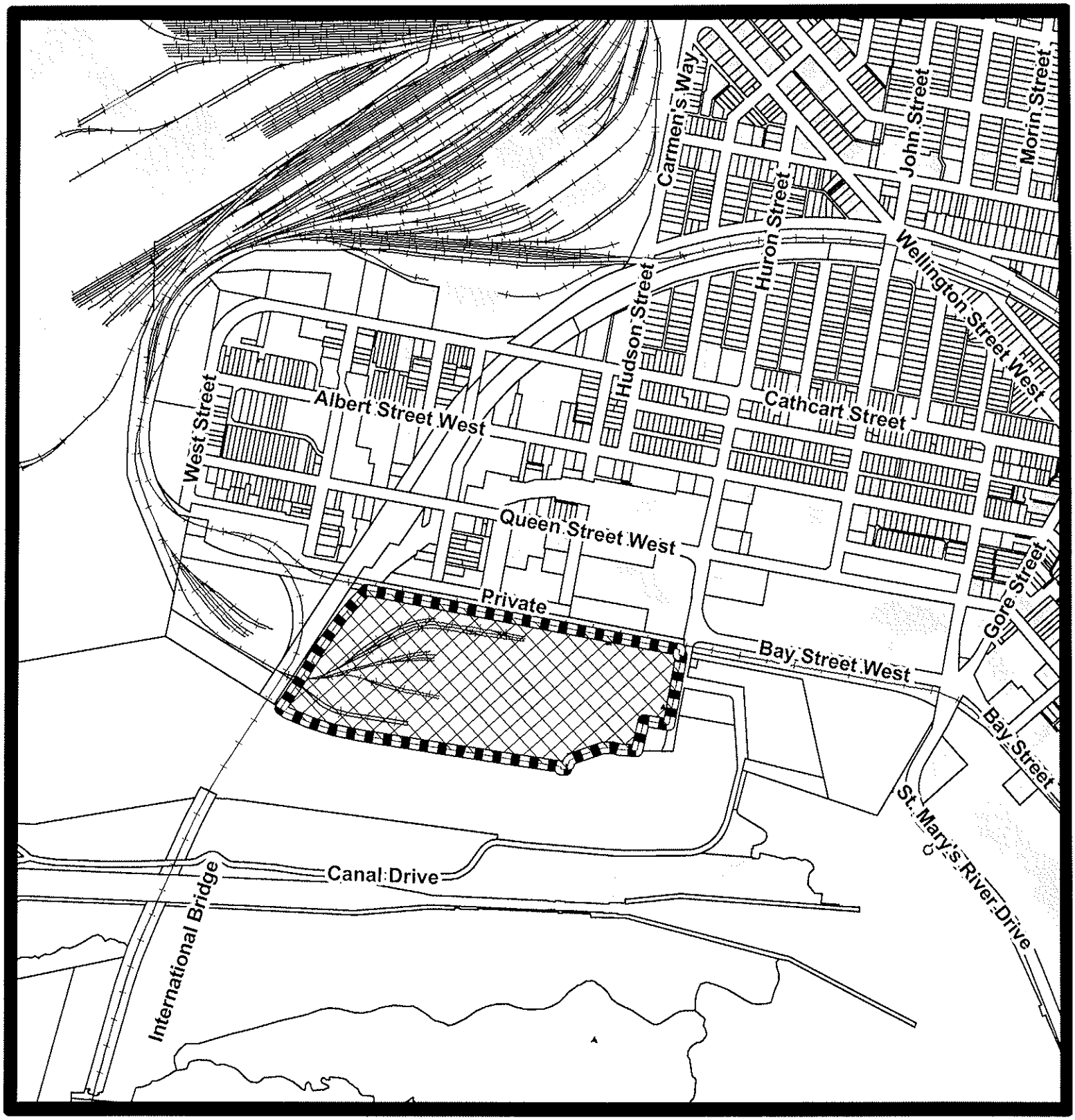
Legend

Subject Area = 83 Huron Street

Metric Scale
1 : 9000

Maps
15, 16 & 2-25

Mail Label ID
A-30-12-Z



SUBJECT AREA MAP

83 HURON STREET

Planning Application A-18-14-Z-OP

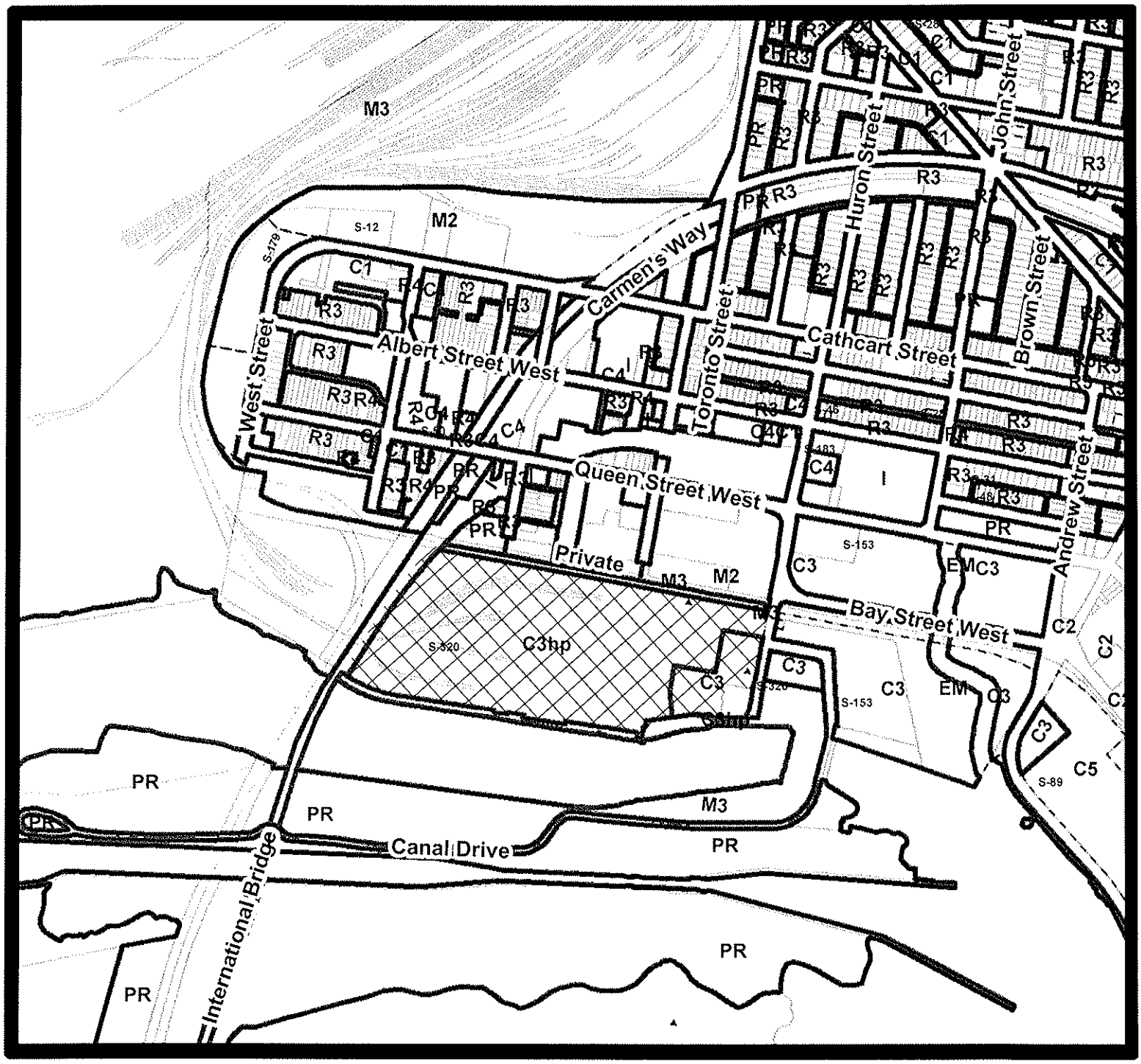
Metric Scale
1 : 9000

Maps
15, 16 & 2-25

Mail Label ID
A-30-12-Z

Legend

Subject Area = 83 Huron Street



EXISTING ZONING MAP

Planning Application A-18-14-Z-OP

83 HURON STREET

- Subject Area = 83 Huron Street
- R3 - Low Density Residential Zone
- R4 - Medium Density Residential Zone
- C1 - Traditional Commercial Zone
- C3 - Riverfront Zone
- C4 - General Commercial Zone
- M2 - Medium Industrial Zone
- M3 - Heavy Industrial Zone
- I - Institutional Zone
- PR - Parks and Recreation Zone
- S-## = Special Exception Zoning

Metric Scale
1 : 9000

Maps
15, 16 & 2-25

Mail Label ID
A-30-12-Z

COUNCIL REPORT

September 29, 2014

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

AUTHOR: **Peter Tonazzo, MCIP, RPP, Planner**

DEPARTMENT: **Engineering and Planning Department**

RE: **A-19-14-Z – 112 Hugill Street**

PURPOSE

The applicant is requesting a rezoning to legalize the basement apartment unit currently located within the existing building on the subject property.

PROPOSED CHANGE

The applicant, Kristen Spina is requesting a rezoning from "R2" (Single Detached Residential Zone) to "R2.S" (Single Detached Residential Zone with a Special Exception) to permit a second dwelling unit in the basement of the existing residence.

Subject Property:

- Location – Located on the east side of Hugill Street, approximately 36m south of its intersection with Mark Street, civic no. 112 Hugill Street.
- Size – Approximately 15.24m (50') frontage x 65.5m (215') depth totalling 1000m^2 (10,766sq.ft.).
- Present Use – Single Detached Dwelling with an illegal basement dwelling.
- Owner – Kristen Spina.

BACKGROUND

There are no previous applications on the subject property.

It is worth noting that this matter was brought to the Municipality's attention via a neighbourhood complaint.

ANALYSIS

Conformity with the Official Plan

The subject property is designated 'Residential' on Land Use Schedule 'C' of the Official Plan (OP).

The following Residential policies within the OP support this application:

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.

R.5 Small scale intensification may include, but not be limited to, rooming, boarding and lodging houses, apartments in houses, infill development and redevelopment.

The applicant's proposal to legalize the existing dwelling unit within the basement of the existing home represents a small scale, infill, residential intensification project. Based on comments from PUC and discussions with Engineering staff, the existing infrastructure (sewer, water, electric) can support the additional dwelling, and no significant physical constraints exist. Consequently, the proposed application conforms to the Residential policies contained within the Official Plan.

Comments

The applicant, Kristen Spina is requesting a rezoning from "R2" (Single Detached Residential Zone) to "R2.S" (Single Detached Residential Zone with a Special Exception) to permit a second dwelling unit in the basement of the existing residence. Referring to the applicant's site plan attached, the required three (3) parking spaces will be provided within the back yard. Given the relatively generous depth of the subject property, there remains an ample rear yard outdoor amenity area for occupants in addition to the parking area.

Provincial and Official Plan land use policies generally support 'residential growth from within' which is referred to as infill development or residential intensification. The addition of a basement apartment utilizes existing infrastructure, without greatly impacting the overall character of a particular residential area.

Consultation

The following departments/agencies commented on the application as part of the consultation process:

- See attached letters – Fire Services, Building Division, PUC Services Inc.

- No objections/comments – Conservation Authority, EDC, Community Services Department, Public Works and Traffic, Engineering Division.

Building Division comments note that the applicant has already completed the alterations and the basement dwelling unit currently exists, without the benefit of proper zoning. A building permit application and approvals remain outstanding, and will be required prior to occupancy of the basement unit.

Fire Services notes that the subject dwelling has not been inspected as a duplex dwelling. In order to legitimize the basement unit, Ontario Building Code compliance will be required.

PUC Services Inc. has no concerns with the application; however the applicant should consult with the Building Division to ensure that the current ½" water service lateral to the property can provide adequate flows in accordance with the Ontario Building Code.

Neighbourhood Concerns

Up to the drafting of this report, three formal letters of objection have been received. Staff has also had a number of discussions with concerned neighbours. Neighbourhood concerns generally revolve around the potential for the area to transform into a 'student housing' area given its close proximity to Algoma University.

Algoma University's expansion and low vacancy rates are likely driving demand for rental housing in this area. While concerned neighbours generally recognize the University's expansion as positive for the community, they have communicated a noticeable change in their neighbourhood, especially along Hugill Street. More specifically, neighbours indicate increases in traffic along Hugill Street and their rear yards, resulting from the Mark Street access which was constructed several years ago. Having said this, these concerns are not directly related to this particular proposal.

Neighbours also indicated several homes in the area have converted to rental units, and in some cases these units are being occupied by students. There is a general concern that this would decrease property values and increase noise to the area. Neighbours are also concerned that approval of this application would set precedence to allow for future duplex conversions in the area.

It is critical to note that the Ontario Human Rights Code and the Planning Act prohibit the municipality from approving or denying any by-laws that would be deemed discriminatory toward a particular group whether they be students, seniors, people with low income or those with disabilities. Essentially, the City can regulate the use of a building, but not who occupies it, and whether they rent

or own. From a Human Rights standpoint, there is no difference between six students renting a house or a married couple with four children owning and residing in a home.

Neighbours also indicated a general concern with increased noise and lower property maintenance standards, resulting in decreased property values. In terms of property value impacts, Planning staff are not real estate experts and cannot comment on such matters. There are a wide variety of factors impacting property values, and the overall impact could be positive, negative or unchanged.

In terms of the maintenance aspect, some municipalities have attempted to license rental housing by requiring that landlords operate their properties according to certain standards including garbage and snow removal, maintenance and parking. However this approach cannot be used solely for student housing and would need to be applied to all rental housing properties in the community. The City of North Bay has attempted to regulate student housing by limiting the number of students to one per bedroom with a maximum of five or six bedrooms per unit; however this approach has been appealed under the Ontario Human Rights Code. Regardless of occupancy, there are existing remedies available. For example, should the yard become unsightly, the City's Minimum Standards By-law would apply. Similarly noise complaints and excessive vehicular speed are enforcement issues which can be directed to the police.

It was also noted by one concerned neighbour that the City should embark upon a Comprehensive Student Housing Plan, including input from various stakeholders. While this idea has merit, the current application must be considered based upon current Official Plan housing policies. These policies generally support small scale residential intensification and infill residential development. Planning staff is satisfied with the current practise of reviewing small scale applications of this nature on a case-by-case basis through the rezoning process, which includes public notice and Council approval. Based upon the definition of 'small scale residential intensification', the basis of review is that such developments are generally compatible. Having said this, staff generally focuses on the following land use questions:

- Can the site support the required on-site parking?
- Can the site support ample outdoor amenity areas?
- Are there any significant physical constraints such as lack of supporting infrastructure?
- Is it appropriate to require buffering?

In the case of this particular proposal, the required on-site parking will be provided. An adequate rear yard outdoor amenity area will be provided, and there is adequate infrastructure (water, sewer, electrical) to support the additional

dwelling unit. Finally, the applicant has recently constructed a 1.8m (6') visually solid wood fence along the side lot lines behind the house. Given the rear yard parking arrangement, it is appropriate to require that this fence be provided and maintained over time.

Summary
Over the past few years Council has heard and approved a number of similar applications to permit basement apartments within single detached residential areas. In some cases, these units were owner occupied, in other cases they were not. Current Provincial Policies and Official Plan policies support this form of small scale residential intensification.

In this particular case the close proximity of Algoma University adds an extra level of neighbourhood concerns, for fear of the area becoming a 'student ghetto'. Given the area's close proximity and easy access to Algoma University, along with the University's continued expansion, and low vacancy rates, there exists the potential for additional rental units to emerge in this area. Having said this, the continued expansion of Algoma University and Sault College is positive for the community and supported by Official Plan policy RS.2 which states that "*the expansion of Algoma University and Sault College as Provincial centres of excellence shall be supported."*

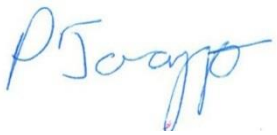
IMPACT
Approval of this application will not impact municipal finances.

STRATEGIC PLAN
Approval of this application is not linked to any specific policies contained within the Corporate Strategic Plan.

RECOMMENDATION
Resolved that the report of the Planner dated 2014 09 29 concerning Application A-19-14-Z be accepted as information and 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 second dwelling unit in the basement of the existing residence, in addition to those uses permitted in an "R2" Zone, subject to the following provision:

- That a 1.8m visually solid fence be maintained along the north and south side lot lines of the subject property, commencing from a point that is adjacent to the rear wall of the dwelling located upon the subject property.

Respectfully submitted,



Peter Tonazzo, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

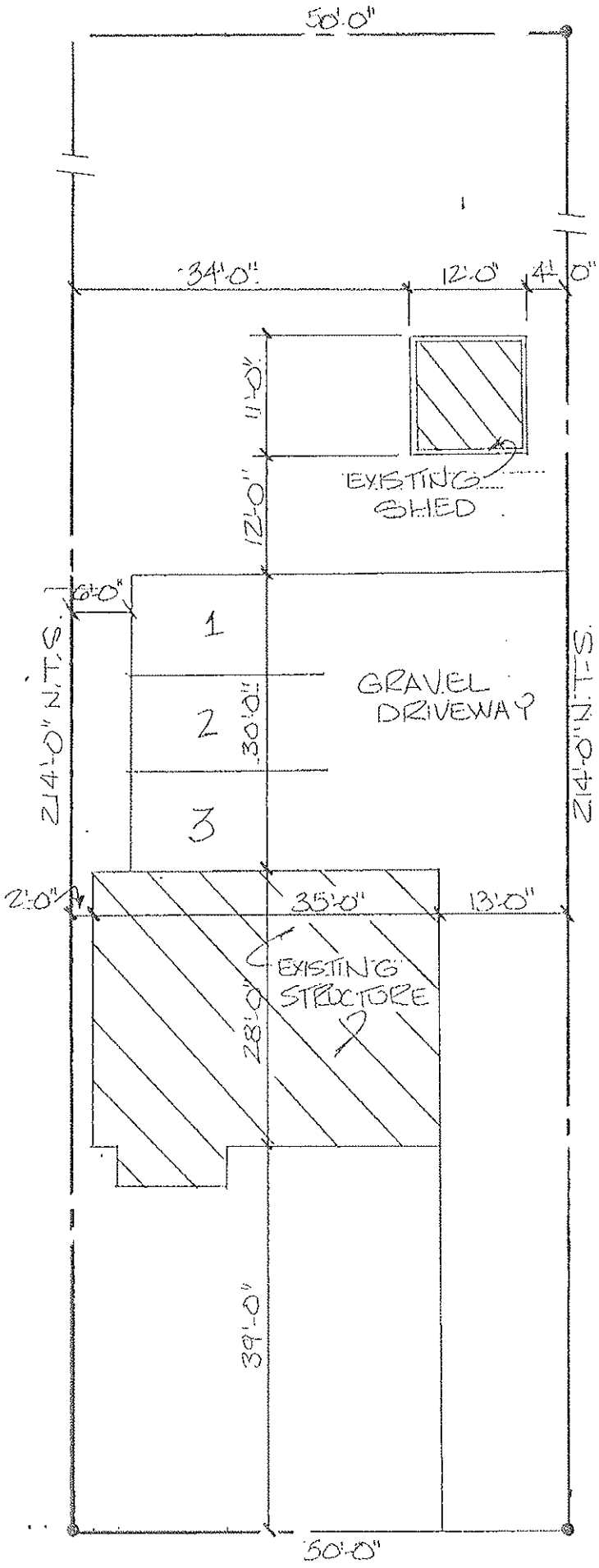
Recommended for approval,



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

PT:ps

Attachment(s)


50'-0"
34'-0"
12'-0"
4'-0"
11'-0"
12'-0"
EXISTING SHED
6'-0"
1
2
3
30'-0"
GRAVEL DRIVEWAY
214'-0" N.T.S.
214'-0" N.T.S.
2'-0"
35'-0"
13'-0"
EXISTING STRUCTURE
28'-0"
39'-0"
50'-0"

Pat Schinners

From: Don Maki
Sent: Thursday, August 28, 2014 11:20 AM
To: Don McConnell; Pat Schinners
Subject: Rezoning Application A-19-14-Z 112 Hugill Street

Hi Don
The applicant has already completed the alterations to have a dwelling unit the basement. There has been no application for a permit. The unit was discovered upon complaint. A permit will have to be applied for and plans will have to be submitted to demonstrate compliance to the building Code. Presently the apartment remains unoccupied.
Don

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 28, 2014

MEMORANDUM

TO: Donald B. McConnell, MCIP, RPP

RE: Application No. A-19-14-Z
112 Hugill Street

With regard to the above noted application. Fire Services has not inspected this property as a multiple family dwelling (Duplex). In order to legitimize the basement apartment and ensure compliance with the Ontario Fire Code, this property is subject to an inspection under, **Part 9 – Retrofit - Subsection 9.8**.

Should you require any further questions, please contact me at 705-949-3377 extension # 233.

Paul Milosevich – Assistant Fire Chief – Fire Prevention
Sault Ste. Marie Fire Services

PM/tw

PUC SERVICES

September 9, 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-19-14-Z
112 Hugill Street

Although we do not have any concerns with the above noted amendment application, we do comment that our records indicate a ½" water service lateral to the property.

The applicant may need to consult with the City Building Division regarding the adequacy of this lateral to provide flows in accordance with current Ontario Building Code requirements.

Best Regards,

PUC SERVICES INC.

Rob Harten, P. Eng.
Manager of Engineering

PUC DISTRIBUTION INC. • PUC SERVICES INC. • PUBLIC UTILITIES COMMISSION
Tel. (705) 759-6576 Fax. (705) 949-0083 Email: Eng-Dept@ssmpuc.com

Peter Tonazzo

From: Sosto Pittelli <sosto@shaw.ca>
Sent: Monday, September 15, 2014 10:08 AM
To: Peter Tonazzo
Subject: rezoning

In reference to the notice of application A-19-14-Z; I am against the rezoning of this property from "R2" to "R2.S". This will set a precedence that will allow others to follow this amendment and make the street an apartment bearing locale. This will drop property values, increased traffic along with conditions that would make sale of homes extremely difficult. If I were a prospective home buyer this amendment would make me think twice in purchasing a home on this street and neighbourhood.
Also, there must be a safety factor with a basement apartment with respect to the number of exits in case of a fire. Doesn't the building code require an emergency exit?
Please take this under consideration and decline the rezoning.
Respectfully, Sosto Pittelli.

Peter Tonazzo

From: ROBERT TRAVAGLINI <rwtravaglini@shaw.ca>
Sent: Friday, September 12, 2014 10:27 AM
To: Peter Tonazzo
Cc: 100 hugill st p6a4e5
Subject: planning application: A-19-14-Z

I am against rezoning. Eventually with the location of the university the whole street will become a rental nightmare. My real estate value will go into the tank. I am in my latter years and don"t need my home value lessoned. The street is already becoming a rental situation to students. The bottom of the street is a perfect example. Brutal. All rental homes on the street are not maintained the same as private dwellings which in turn
devalues everyones properties.

Robert Travaglini

Peter Tonazzo

Subject: FW: Planning Application A-19-14-Z

From: Peter & Pat Noble [p.noble@shaw.ca]
Sent: September 13, 2014 11:05 AM
To: Terry Sheehan; Susan Myers
Subject: Planning Application A-19-14-Z

This note relates to a Notice of Application and Public Meeting scheduled for September 29, 2014, concerning 112 Hugill Street, Application #A-19-14-Z, applicant Kristen Spina. The application involves a request to change zoning from R2 to R2.S to permit a second dwelling in the basement of this existing single family residence.

I reside at 87 Parkdale Drive, one street west of this property, and this special rezoning request doesn't really affect me directly. It does, however, present some broader planning concerns about Hugill Street and the entire neighbourhood. Because of the proximity of Algoma University, there is a sense here that this older, sleepy, single family residential area is being quietly altered, legally or illegally, into a student housing location. Rumours in the neighbourhood include stories about homes on Hugill Street that contain illegal separate dwellings, as well as, stories that Algoma University has purchased several homes in the area for student housing. I do not know how accurate these rumours are but I believe the City can probable check them out for accuracy from other records.

To be clear, I am not opposed to student housing in the neighbourhood, nor am I opposed to this specific rezoning application per se. My concern relates to the door this application my open for others and the eventual backdoor redevelopment of the neighbourhood that may occur without any foresight or planning.

Before approving this application, I believe the City should take a closer look at what is currently happening in the area and assess potential impacts on property owners, city infrastructure, etc. then make informed decisions on if, where and how student housing may take place.

I bring these comments and our perspective for your consideration. Thank you.

Peter and Pat Noble, 87 Parkdale Drive
(705) 759-3142



2012 ORTHO PHOTO

112 HUGILL STREET

Planning Application: A-19-14-Z

METRIC SCALE
1 : 2000

ROLL NUMBER
010-008-080-00

MAP NUMBERS
3 & 1-8

LABEL ID
A-19-14-Z

Legend

Subject Property = 112 Hugill Street



SUBJECT PROPERTY MAP

112 HUGILL STREET

Planning Application: A-19-14-Z

METRIC SCALE
1 : 2000

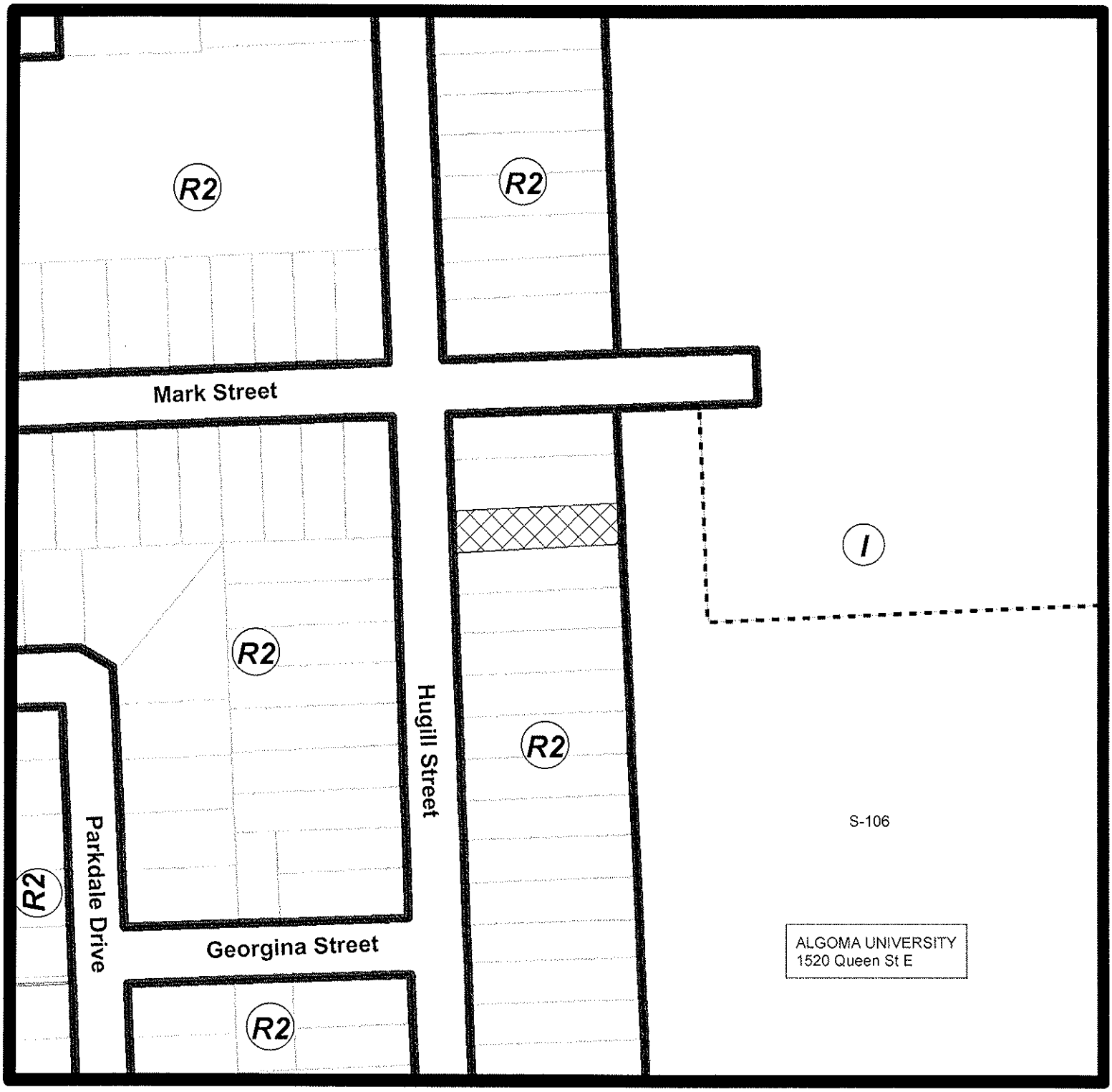
ROLL NUMBER
010-008-080-00

MAP NUMBERS
3 & 1-8

LABEL ID
A-19-14-Z

Legend

Subject Property = 112 Hugill Street



EXISTING ZONING MAP

112 HUGILL STREET

Planning Application: A-19-14-Z

Subject Property = 112 Hugill Street

R2 - Single Detached Residential Zone; R2hp

I - Institutional Zone

S-# = Special Exception Zoning

METRIC SCALE
1 : 2000

ROLL NUMBER
010-008-080-00

MAP NUMBERS
3 & 1-8

LABEL ID
A-19-14-Z

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2014-196

STREET CLOSING: (Map 98) A by-law to stop up, close and authorize the conveyance of RoVon Court, Plan H744.

WHEREAS the street more particularly described in Schedule “A” attached hereto was established as a public street and assumed for public use by By-law 92-97;

NOW THEREFORE the Council of The Corporation of the City of Sault Ste. Marie, pursuant to *the Municipal Act, 2001*, S.O. 2001, **ENACTS** as follows:

1. **STREET CLOSED**

The street more particularly described in Schedule "A" to this by-law, having been assumed by the Corporation for public use, is hereby stopped up and closed.

2. **STREET DECLARED SURPLUS**

The street more particularly described in Schedule "A" to this by-law is surplus to the requirements of the municipality.

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 give effect to this by-law.

4. **EASEMENTS TO BE RETAINED**

The street is subject to the retention of easements if required. The Corporation shall stop up, close and authorize the conveyance of the street more particularly described in Schedule “A” to this by-law.

5. **SCHEDULE "A"**

Schedule "A" 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 29th day of September, 2014.

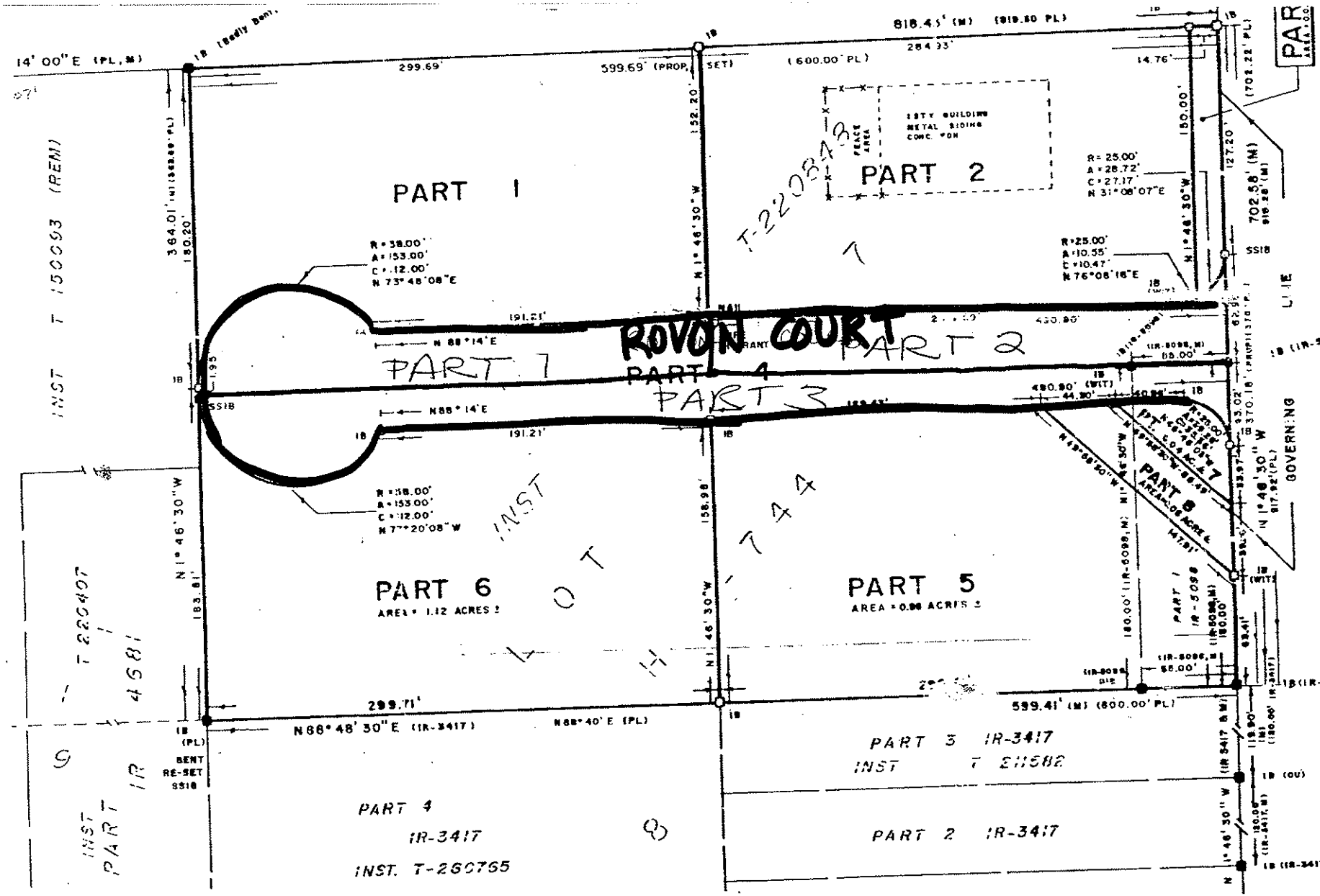
_____

MAYOR – DEBBIE AMAROSO

_____

DEPUTY CITY CLERK – RACHEL TYCZINSKI

cf/LEGAL\STAFF\BYLAWS\2014\2014-196 Rovon Court street closing


PART 1
PART 2
PART 3
PART 4
PART 5
PART 6
ROVON COURT
599.69' (PROP. SET)
599.41' (M) (600.00' PL)
818.45' (M) (819.80 PL)
299.69'
299.71'
191.21'
N 88° 14' E
N 88° 48' 30" E (IR-3417)
N 88° 40' E (PL)
N 1° 46' 30" W
364.01' (M) (363.88' PL)
180.20'
183.81'
152.20'
158.98'
180.00'
127.20'
702.58' (M)
(702.22' PL)
490.90' (WLT)
44.20'
55.00'
93.41'
R = 38.00'
A = 153.00'
C = 112.00'
N 73° 48' 08" E
N 7° 20' 08" W
R = 25.00'
A = 28.72'
C = 27.17'
N 31° 08' 07" E
R = 25.00'
A = 10.55'
C = 10.47'
N 76° 08' 16" E
AREA = 1.12 ACRES ±
AREA = 0.98 ACRES ±
AREA = 0.04 ACRES ±
PART 3 IR-3417
INST T 211582
PART 2 IR-3417
PART 4
IR-3417
INST. T-260765
INST T 150093 (REM)
INST T 226407
PART 1 IR 4581
LOT 1
LOT 2
LOT 3
LOT 4
SSIB
IB
IB (PL)
SENT RE-SET SSIB
IB (IR-5098)
IB (IR-3417)
IB (OU)
PAR
HIGHWAY No 17
THE KINGS
M.T.C. PLAN P 2652-33
(KNOWN AS GREAT NORTHERN ROAD)
PLAN
OF S
ALL
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CIT
DIST
GOVERNING

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-200

AGREEMENT: (C3.6) A by-law to authorize the execution of a Lease Agreement between the City and The Voyageurs' Lodge and Cookhouse Ltd., for the use of a portion of the Ermatinger Clergue National Historic Site Gift Shop.

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 Lease Agreement between the City and The Voyageurs' Lodge and Cookhouse Ltd., a copy of which is attached as Schedule "A" hereto. This agreement is for the use of a portion of the Ermatinger Clergue National Historic Site Gift Shop for the purpose of making available for sale souvenirs and other historic or site related merchandise.

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 29th day of September, 2014.

_____

MAYOR - DEBBIE AMAROSO

_____

DEPUTY CITY CLERK – RACHEL TYCZINSKI

cf LEGAL\STAFF\BYLAWS\2014\2014-200 Voyageurs Gift Shop lease

Schedule "A"

LEASE AGREEMENT

THIS LEASE AGREEMENT made this 16th day of June, 2014

IN PURSUANCE OF THE *SHORT FORMS OF LEASES ACT*

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein referred to as the "Landlord")

- and -

THE VOYAGEURS' LODGE AND COOKHOUSE LTD.

(herein referred to as the "Tenant")

WHEREAS the Landlord is the registered owner of the Ermatinger Clergue National Historic Site ("the site") including Heritage Discovery Centre and Gift Shop located on the site and legally described as:

LT 18-24 PL 958 ST. MARY'S EXCEPT PT 1 1R10831, S/T INTEREST IN T377338; S/T EASEMENT IN FAVOUR OF PUC DISTRIBUTION INC. OVER PT 2 ON 1R11142 AS IN AL10427: SAULT STE. MARIE (PIN 31541-0240);

LT 13, 26, 39-47 PL 958 ST. MARY'S; LANE PL 958 ST. MARY'S ABUTTING THE NLY LIMIT OF LOTS 41 TO 47 PLAN 958 CLOSED BY T377910; PT LT 5 PL 958 ST. MARY'S PT LANE PL 958 ST. MARY'S S OF LT5 PL 958 CLOSED BY X501 AS IN T63492; SAULT STE. MARIE (PIN 31541-0237);

ST. THOMAS ST PL 958 ST. MARY'S EXCEPT PT 2 1R10831; SAULT STE. MARIE (PIN 31541-0245);

LT 28, 38, 48-50 PL 958 ST. MARY'S EXCEPT T198986; LANE PL 958 ST. MARY'S ABUTTING LOTS 48 TO 50 & PT LT 51 PLAN 958 CLOSED BY T377910; PT LOT 27, 29-33, 51 PL 958 ST. MARY'S AS IN T137293, T153260, T212847, T408755 & T149349 EXCEPT PT 3 1R10831, AS IN T278929 (FOURTHLY DESCRIBED); S/T INTEREST IN T408755; S/T EASEMENT IN FAVOUR OF PUC DISTRIBUTION INC. OVER PT 1 1R11142 AS IN AL10427; SAULT STE. MARIE (PIN 31541-0242);

FIRSTLY: LANE PL 958 ST. MARY'S; SECONDLY: PT LT 25 PL 958 ST. MARY'S AS IN RY39387; PT LT 25 CON 1 ST. MARY'S AS IN T195831; BEING LANE W OF LT 12 & E OF LT 24 PL 958; S/T RY4865; S/T EASEMENT IN FAVOUR OF PUC DISTRIBUTION INC. OVER PT 4 1R11142 AS IN AL10429; SAULT STE. MARIE (PIN 31541-0244); and

LANE PL 958 ST. MARY'S ABUTTING LT 1 TO 5 PL 958 EXCEPT X501; SAULT STE. MARIE (PIN 31541-0246)

And shown on Schedule "A" hereto;

AND WHEREAS the Landlord is desirous of leasing the gift shop for the purpose of making available for sale to the public souvenirs and other historic or site related merchandise;

AND WHEREAS in response to a Request for Proposal ("RFP") issued by the Landlord and dated April 22, 2014 the Tenant has submitted a proposal to the Landlord dated May 13, 2014;

AND WHEREAS the said Tenant proposal was accepted by the Landlord by way of a Council Resolution dated May 26, 2014 and attached hereto as Schedule "B";

NOW THEREFORE the Parties hereto agree as follows:

1. **DEMISED AREA**

The Landlord agrees to lease to the Tenant a portion of the Subject Site known as the "Gift Shop area" and shown on Schedule "A" hereto outlined in red and consisting of approximately 44.0 square metres of retail space and approximately 8.64 square metres of storage space.

2. **TERM**

(a) The term of this lease shall be for a period of 2 years commencing June 16, 2014 and terminating June 16, 2016.

(b) This lease may be extended for a further 1 year period upon the mutual agreement of the parties hereto and upon 60 days written notice of the same prior to the termination of the said lease.

3. **RENT**

(a) The Tenant agrees to pay to the Landlord a monthly rent in the amount of One Thousand ($1,000.00) Dollars payable on the 16th day of each month commencing June 16, 2014.

(b) In addition to the payment of rent set out above the Tenant shall be responsible for paying:

(i) a onetime security deposit in the amount of One Thousand Five Hundred ($1,500.00) Dollars at the commencement of the term of this lease which shall be held by the Landlord and returned to the Tenant at the end of the lease in the event the demised area is left in the same condition in which it was originally leased to the Tenant;

(ii) its own cleaning costs;

(iii) any property taxes that may arise as a result of the Tenant's occupancy and use of the demised area; and

(iv) any Goods and Services Tax payable as a result of the Tenant's occupancy and use of the demised area and any provincial sales tax.

4. **TENANT'S COVENANTS**

(a) The Tenant covenants with the Landlord:

(i) to pay rent;

(ii) to pay all other charges as set out in Clause 3 above;

(iii) not to make changes to the demised area except with the express prior written consent approval of the Landlord;

(iv) to keep the demised area in a clean and orderly condition and not to permit any rubbish, debris, refuse or other objectionable material to be stored or to accumulate therein to the satisfaction of the Landlord;

(v) to use the demised area for the purposes of a gift shop and accessory storage only;

(vi) not to assign this lease;

(vii) not to erect any signs on the demised area without the express prior written approval of the Landlord;

(viii) to ensure that nothing is done or kept at or on the demised area which is or may become a nuisance or which causes damage to or interferes with the normal usage of the Subject Site and any adjoining properties;

(ix) not to store any flammable or explosive substances on the demised area;

(x) to comply with all federal, provincial and municipal laws, by-laws and regulations affecting the demised area;

(xi) upon termination of the tenancy, at its own risk and expense to remove from the demised area within 30 days, any fixtures and chattels belonging to it and any damage caused by such removal shall be made good by it and leave the demised area neat, clean and free from all waste material, debris and rubbish to the satisfaction of the Landlord; and

(xii) that upon failure by the Tenant to comply with any of the covenants set out in this lease the Landlord may, after 30 days written notice to the Tenant, enter the demised area and fulfill such covenant(s) at the sole expense of the Tenant.

5. OPERATING HOURS

The Tenant's hours of operation shall be identified to these of the Subject Site. Generally those operating hours shall be:

June – October 13 (Thanksgiving) – 7 days a week – 9:30 a.m. to 4:30 p.m.
Tuesdays and Wednesdays to 6:00 p.m.
Mid October (Thanksgiving) to mid-May (Holiday weekend) – Winter Hours to be determined

6. INSURANCE

The Tenant shall at all times during the term of this lease and any renewal therein maintain in force insurance coverage with respect to the demised area and its use and occupation of the same and shall provide the Landlord with certificates of insurance for liability insurance up to Two Million ($2,000,000.00) Dollars.

7. INDEMNITY

The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, losses, costs, charges, actions and other proceedings whatsoever made or brought against, suffered by or imposed on the Landlord or its property in respect of any loss, damage or injury (including fatalities) to any person or property, directly or indirectly arising out of, resulting from or sustained as a result of the Tenant's occupation or use of or any operation in connection with the demised area or any fixtures or chattels contained therein.

8. TERMINATION

(a) In the event of a breach of any of the covenants set out in this lease the Landlord shall advise the Tenant of the said breach and provide the Tenant with ten (10) days in which to rectify to the satisfaction of the Landlord. In the event that the breach is not rectified as set out herein, the Landlord may at its sole discretion terminate this lease upon 10 days written notice to the Tenant, and

(b) If either party wishes to terminate this lease at the end of the term or any renewal thereof then not less than 60 days prior to the expiration of the term or any renewal thereof the party wishing to terminate this lease shall provide to the other party written notice of intent to terminate.

9. NOTICE

Any notice pursuant to the provisions of this lease shall be deemed to have been properly given if delivered in person or mailed by prepaid registered mail to:

In the case of the Landlord,

Kathy Fisher, Curator
Ermatinger Clergue National Historic Site
P.O. Box 580, 99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of the Tenant,

Gail O'Connor
The Voyageurs' Lodge and Cookhouse Ltd.
P.O. Box 129
11054 Highway 17 North
Batchawana Bay, ON P0S 1A0

In witness whereof the parties have affixed their corporate seals attested to by the hands of their affixes in that behalf duly authorized.

SIGNED, SEALED AND DELIVERED)

VOYAGEURS' LODGE AND COOKHOUSE LTD.

Gail O'Connor

NAME: GAIL O'CONNOR
TITLE: SECRETARY

I have authority to bind the Corporation

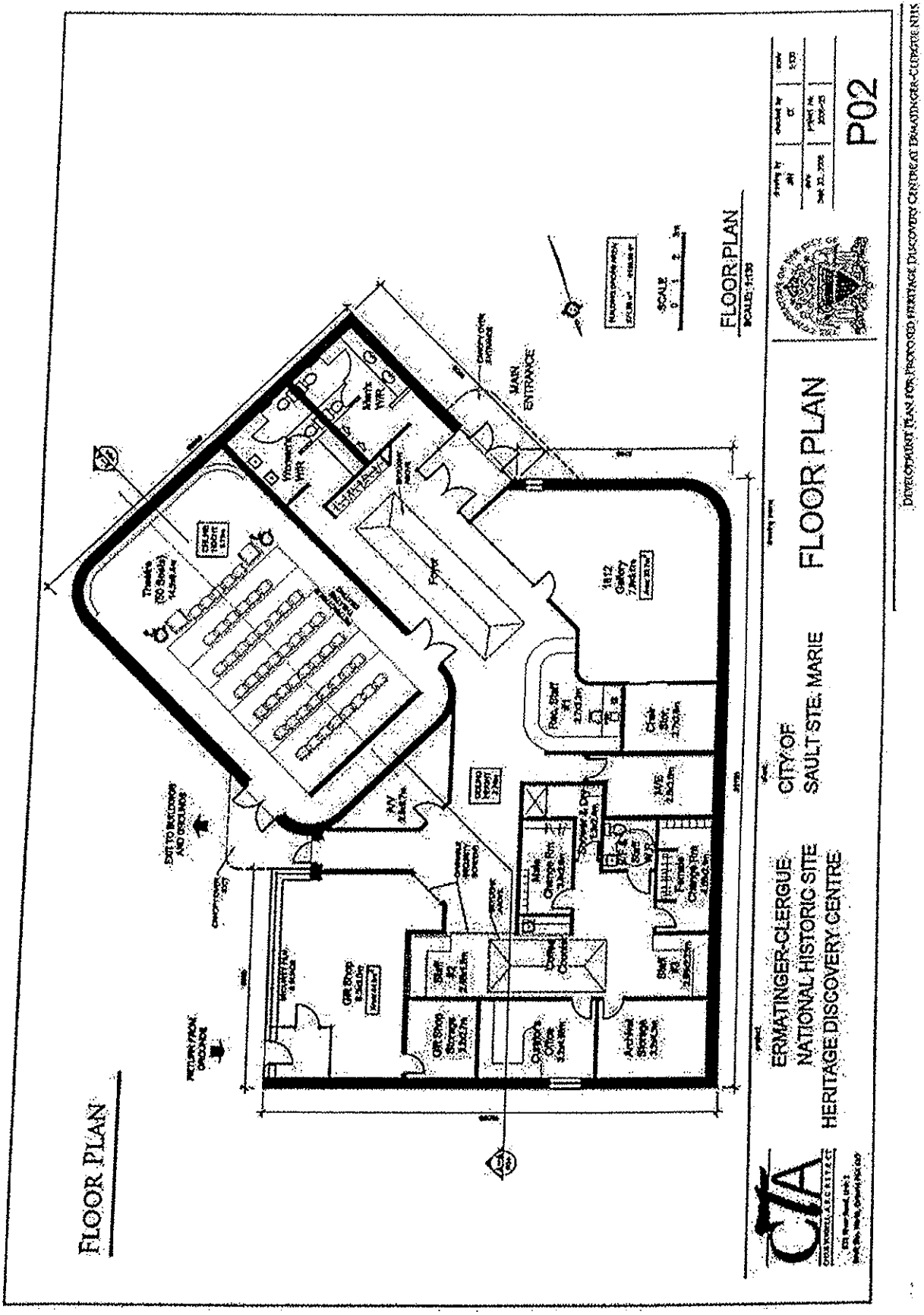
THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

I/We have the authority to bind the Corporation.

Cf/ Staff/Agreements/Ermatinger Gift shop agreement


FLOOR PLAN
ERMATINGER-CLERGUE
NATIONAL HISTORIC SITE
HERITAGE DISCOVERY CENTRE
CITY OF
SAULT STE. MARIE
FLOOR PLAN
P02
FLOOR PLAN
MAIN ENTRANCE
EXIT TO BUILDING AND GROUNDS
RETURN FROM GROUNDS

Schedule "B"

CITY COUNCIL RESOLUTION

Agenda Number:	6.6
Title:	RFP for the Leasing of Space for Development of a Gift Shop – Heritage Discovery Centre (2014CL03P)
Date:	Monday, May 26, 2014

Moved by: Marchy Bruni

Seconded by: Susan Myers

Resolved that the report of the Manager of Purchasing dated 2014 05 26 be received and that the proposal submitted by The Voyageurs' Lodge and Cookhouse Ltd. for Lease of Space to Operate a Gift Shop in the Heritage Discovery Centre be accepted. The agreement will commence June 16, 2014 and continue for a period of two (2) years allowing for further one (1) year extensions by mutual consent.

Carried **Postponed** **Defeated** **Referred**

Debbie Amaroso

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-207

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 25 Eastern Avenue (Hodgson).

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. **25 EASTERN AVENUE; LOCATED ON THE SOUTHEAST SIDE OF EASTERN AVENUE, APPROXIMATELY 150M EAST OF BOUNDARY ROAD; CHANGE FROM R2 TO R2.S WITH A "SPECIAL EXCEPTION"**

   The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 1-23 of Schedule "A" to By-law 2005-150, is changed from R2 (Single Detached Residential) zone to R2.S (Single Detached Residential) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

   Section 2 of By-law 2005-151 is amended by adding the following subsection 2(343) and heading as follows:

   "2(343) 25 Eastern Avenue

   Despite the provisions of By-law 2005-150, the zone designation on the lands located on the southeast side of Eastern Avenue, approximately 150m east of Boundary Road and having civic no. 25 Eastern Avenue and outlined and marked "Subject Property" on the map attached as Schedule 343 hereto is changed from R2 (Single Detached Residential) zone to R2.S (Single Detached Residential) zone with a "Special Exception" to permit, a duplex dwelling, subject to the following condition:

   i) That the required parking spaces be stacked."

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

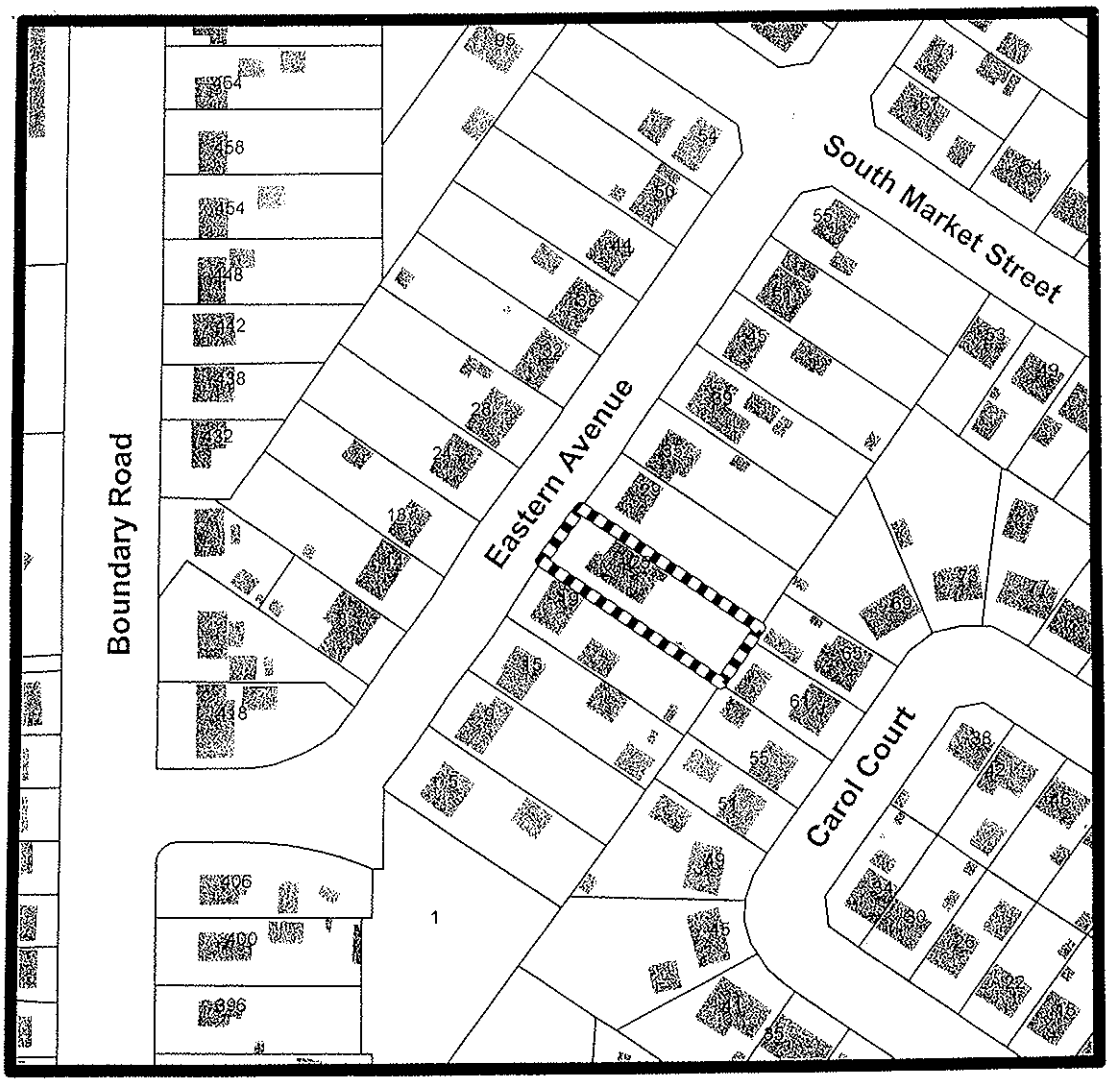
PASSED in open Council this 29th day of September, 2014.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

da LEGAL\STAFF\LEGAL\ZONING\2014\2014-207 HODGSON\BY-LAW 2014-207.DOC

SCHEDULE "A" TO BY-LAW 2014-207 AND
SCHEDULE 343 TO BY-LAW 2005-151



SUBJECT PROPERTY MAP

25 EASTERN AVENUE

Planning Application: A-16-14-Z

METRIC SCALE
1 : 1500

ROLL NUMBER
010-045-031-00

MAP NUMBERS
23 & 1-23

Legend

Subject Property = 25 Eastern Avenue

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-208

AGREEMENT: (C2.13(6)) A by-law to authorize a funding agreement between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Citizenship, Immigration and International Trade to create an "Automatic Referral Application" to be used on Smartphone or Tablet devices to enhance the existing "Discoverthesault.ca" web portal services.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to a funding agreement in the form of Schedule "A" hereto dated the 1st day of September, 2014 between the City and Her Majesty the Queen in right of Ontario as represented by the Minister of Citizenship, Immigration and International Trade to create an "Automatic Referral Application" to be used on Smartphone or Tablet devices to enhance the existing "Discoverthesault.ca" web portal services.

2. **SCHEDULE "A"**

Schedule "A" hereto forms a 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 29th day of September, 2014.

_____

MAYOR – DEBBIE AMAROSO

_____

DEPUTY CITY CLERK – RACHEL TYCZINSKI

cf/staff/By-laws/2014/2014-208 Agr Immigration portal

ONTARIO FUNDING AGREEMENT
Case #: 2014-09-1-38759084

THE AGREEMENT effective as of the 1st day of September, 2014.

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Citizenship, Immigration and International Trade

(the "Province")

- and -

CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "Recipient")

BACKGROUND:

The Province funds projects similar to the Project.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the Project and the Province wishes to provide such funds.

CONSIDERATION:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

ARTICLE 1
INTERPRETATION AND DEFINITIONS

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

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;

(d) any reference to dollars or currency shall be to Canadian dollars and currency; and

(e) "include", "includes" and "including" shall not denote an exhaustive list.

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

"Agreement" means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 28.1 and any amending

agreement entered into pursuant to section 34.2.

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

"Budget" means the budget attached to the Agreement as Schedule "B".

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

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

"Force Majeure" has the meaning ascribed to it in Article 26.

"Funding Year" means:

(a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

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

"Maximum Funds" means **$149,600.00**

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

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

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

"Reports" means the reports described in Schedule "D".

"Timelines" means the Project schedule set out in Schedule "A".

ARTICLE 2
REPRESENTATIONS, WARRANTIES AND COVENANTS

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

(a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;

(b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and

(c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement.

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

(a) it has the full power and authority to enter into the Agreement; and

(b) it has taken all necessary actions to authorize the execution of the Agreement.

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

(a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;

(b) procedures to ensure the ongoing effective functioning of the Recipient;

(c) decision-making mechanisms;

(d) procedures to provide for the prudent and effective management of the Funds;

(e) procedures to enable the successful completion of the Project;

(f) procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;

(g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and

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

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

ARTICLE 3
TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on **October 31, 2015** unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

ARTICLE 4
FUNDS AND CARRYING OUT THE PROJECT

4.1 **Funds Provided.** The Province shall:

(a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;

(b) provide the Funds to the Recipient in accordance with the payment schedule attached to the Agreement as Schedule "C"; and

(c) deposit the Funds into an account designated by the Recipient provided that the account:

(i) resides at a Canadian financial institution; and

(ii) is in the name of the Recipient.

4.2 **Limitation on Payment of Funds.** Despite section 4.1:

(a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as provided for in section 11.2;

(b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;

(c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; and

(d) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

(i) reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or

(ii) terminate the Agreement pursuant to section 13.1.

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

(a) carry out the Project:

(i) in accordance with the terms and conditions of the Agreement; and

(ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project;

(b) use the Funds only for the purpose of carrying out the Project; and

(c) spend the Funds only in accordance with the Budget.

4.4 **No Changes.** The Recipient shall not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Province.

4.5 **Interest Bearing Account.** If the Province provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

4.6 **Interest.** If the Recipient earns any interest on the Funds:

(a) the Province may deduct an amount equal to the interest from any further instalments of Funds; or

(b) the Recipient shall pay an amount equal to the interest to the Province as directed by the Province.

4.7 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.

4.8 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

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

5.1 **Acquisition.** Subject to section 32.1, if the Recipient acquires supplies, equipment or services with the Funds:

(a) it shall do so through a process that promotes the best value for money; and

(b) if the estimated cost of the supplies, equipment or services exceeds $5,000, the Recipient shall obtain at least three written quotes unless:

(i) the supplies, equipment or services the Recipient is purchasing is specialized and is not readily available; or
(ii) the Recipient has previously researched the market for a similar purchase and knows prevailing market costs for the equipment, services or supplies.

5.2 **Disposal.** The Recipient shall not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceeded $1,000 at the time of purchase.

ARTICLE 6
CONFLICT OF INTEREST

6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.

6.3 **Disclosure to Province.** The Recipient shall:

(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and

(b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

ARTICLE 7
REPORTING, ACCOUNTING AND REVIEW

7.1 **Preparation and Submission.** The Recipient shall:

(a) submit to the Province at the address provided in section 18.1, all Reports in accordance with the timelines and content requirements set out in Schedule "D", or in a form as specified by the Province from time to time;

(b) submit to the Province at the address provided in section 18.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;

(c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and

(d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 **Record Maintenance.** The Recipient shall keep and maintain:

(a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and

(b) all non-financial documents and records relating to the Funds or otherwise to the

Project.

7.3 **Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may:

(a) inspect and copy the records and documents referred to in section 7.2; and

(b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or the Project.

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

7.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient's records.

7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

ARTICLE 8
CREDIT

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

8.2 **Publication.** The Recipient shall indicate, in any of its publications, of any kind, written or oral, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

ARTICLE 9
FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

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

ARTICLE 10
INDEMNITY

10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and

expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

ARTICLE 11
INSURANCE

11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars ($2,000,000) per occurrence. The policy shall include the following:

(a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

(b) a cross-liability clause;

(c) contractual liability coverage; and

(d) a 30 day written notice of cancellation, termination or material change.

11.2 **Proof of Insurance.** The Recipient shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Province, the Recipient shall make available to the Province a copy of each insurance policy.

ARTICLE 12
TERMINATION ON NOTICE

12.1 **Termination on Notice.** The Province may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.

12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 12.1, the Province may:

(a) cancel all further instalments of Funds;

(b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or

(c) determine the reasonable costs for the Recipient to wind down the Project, and:

(i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and/or

(ii) subject to section 4.7, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

ARTICLE 13
TERMINATION WHERE NO APPROPRIATION

13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately by giving Notice to the Recipient.

13.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 13.1, the Province may:

(a) cancel all further instalments of Funds;

(b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or

(c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b)..

13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not provide additional Funds to the Recipient.

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

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

(a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

1. carry out the Project;

2. use or spend Funds; and/or

3. provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);

(b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the program under which the Province provides the Funds;

(c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the

appointment of a receiver;

(d) the Recipient ceases to operate; and

(e) an event of Force Majeure that continues for a period of 60 days or more.

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

(a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) provide the Recipient with an opportunity to remedy the Event of Default;

(c) suspend the payment of Funds for such period as the Province determines appropriate;

(d) reduce the amount of the Funds;

(e) cancel all further instalments of Funds;

(f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;

(g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

(h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and/or

(i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

14.3 **Opportunity to Remedy.** If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Recipient of:

(a) the particulars of the Event of Default; and

(b) the Notice Period.

14.4 **Recipient not Remedying.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:

(a) the Recipient does not remedy the Event of Default within the Notice Period;

(b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

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

ARTICLE 15
FUNDS AT THE END OF A FUNDING YEAR

15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may:

(a) demand the return of the unspent Funds; or

(b) adjust the amount of any further instalments of Funds accordingly.

ARTICLE 16
FUNDS UPON EXPIRY

16.1 **Funds Upon Expiry.** The Recipient shall, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 17
REPAYMENT

17.1 **Debt Due.** If:

(a) the Province demands the payment of any Funds or any other money from the Recipient; or

(b) the Recipient owes any Funds or any other money to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other money shall be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient shall pay or return the amount to the Province immediately, unless the Province directs otherwise.

17.2 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

17.3 **Payment of Money to Province.** The Recipient shall pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and mailed to the Province at the address provided in section 18.1.

ARTICLE 18
NOTICE

18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

To the Province:

Ministry of Citizenship, Immigration and International Trade

Attention:
Erik Girard
Senior Program Consultant (A)
Immigration Policy Branch
400 University Avenue, 3rd Floor
Toronto, ON M7A 2R9

Tel: 416-327-8074
Email: erik.girard@ontario.ca

To the Recipient:

Corporation of The City of Sault Ste. Marie

Attention:
Frank Coccimiglio
Manager, Information Technology
Corporation of The City of Sault Ste. Marie
Sault Ste. Marie, ON P6A 5N1

Tel: 705-759-5303
Email: f.coccimiglio@cityssm.on.ca

18.2 **Notice Given.** Notice shall be deemed to have been received:

(a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or

(b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.

18.3 **Postal Disruption.** Despite section 18.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail shall not be deemed to be received; and

(b) the Party giving Notice shall provide Notice by email, personal delivery or by fax.

ARTICLE 19
CONSENT BY PROVINCE

19.1 **Consent.** The Province may impose any terms and/or conditions on any consent the Province may grant pursuant to the Agreement.

ARTICLE 20
SEVERABILITY OF PROVISIONS

20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

ARTICLE 21
WAIVER

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

ARTICLE 22
INDEPENDENT PARTIES

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

ARTICLE 23
ASSIGNMENT OF AGREEMENT OR FUNDS

23.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Province.

23.2 **Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 24
GOVERNING LAW

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

ARTICLE 25
FURTHER ASSURANCES

25.1 **Agreement into Effect.** The Recipient shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

ARTICLE 26
CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

26.1 **Force Majeure Means.** Subject to section 26.3, Force Majeure means an event that:

(a) is beyond the reasonable control of a Party; and

(b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

26.2 **Force Majeure Includes.** Force Majeure includes:

(a) infectious diseases, war, riots and civil disorder;

(b) storm, flood, earthquake and other severely adverse weather conditions;

(c) lawful act by a public authority; and

(d) strikes, lockouts and other labour actions,

if such events meet the test set out in section 26.1.

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

(a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or

(b) any event that a diligent Party could reasonably have been expected to:

(i) take into account at the time of the execution of the Agreement; and

(ii) avoid or overcome in the carrying out of its obligations under the Agreement.

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

ARTICLE 27
SURVIVAL

27.1 **Survival.** The provisions in Article 1, any other applicable definitions, sections 4.6(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Province to the satisfaction of the Province), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(d), (e), (f), (g) and (h), Articles 16, 17, 18, 20, 24, 27, 28, 30, 31 and 34, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 28
SCHEDULES

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

(a) Schedule "A" - Project Description and Timelines;

(b) Schedule "B" - Budget;

(c) Schedule "C" - Payment; and

(d) Schedule "D" - Reports.

ARTICLE 29
COUNTERPARTS

29.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 30
JOINT AND SEVERAL LIABILITY

30.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

ARTICLE 31
RIGHTS AND REMEDIES CUMULATIVE

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

ARTICLE 32
BPSAA

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

ARTICLE 33
FAILURE TO COMPLY WITH OTHER AGREEMENTS

33.1 **Other Agreements**. If the Recipient:

(a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or a Crown agency;

(b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

ARTICLE 34
ENTIRE AGREEMENT

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

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

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

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Citizenship, Immigration and International Trade

_____ _____
Name: Alice Young Date
Title: Director, Immigration Policy Branch

CORPORATION OF THE CITY OF SAULT STE. MARIE

_____ September 29, 2014
Name: Debbie Amaroso Date
Title: Mayor

_____ September 29, 2014
Name: Malcolm White Date
Title: City Clerk

I/We have authority to bind the Recipient.

SCHEDULE "A"

PROJECT DESCRIPTION AND TIMELINES

Background:

In support of "A New Direction: Ontario's Immigration Strategy", the Province launched the Municipal Fund – Innovative Immigration Initiatives program in order to support the development of innovative project ideas that address the immigration and local economic development objectives of Ontario municipal governments.

Project Objectives:

The City of Sault Ste. Marie's immigration web portal (www.discoverthesault.ca) and the 211 Ontario service contain a great deal of information for newcomers and local residents. However, community research indicates that a knowledge and referral gap still confronts pre-arrival and post-arrival newcomers. A more active and direct approach to connecting immigrants and service providers is needed to complement existing resources.

The project will address this gap by developing and distributing a technology- and web-enabled solution that will:

- Enhance information sharing with pre-arrival and post-arrival newcomers;
- Facilitate quicker and more direct connections between immigrants and service providers;
- Increase the accuracy and simplicity of referrals; and
- Ensure that no local service or program is under-utilized.

Project Description:

The City of Sault Ste. Marie along with community partners will develop and launch an immigration Automatic Referral Tool and Application to increase the accuracy, simplicity, and convenience of information sharing, and enhance newcomers' access to local programs and services. Such a tool and application will help potential or recent immigrants to Ontario/Sault Ste. Marie avoid a lengthy search for organizations they should contact to assist with general and/or specific pre-arrival and post-arrival settlement needs.

The Automatic Referral Tool/App will be developed to have the capability to accurately send immigrants' questions to appropriate service providers that can assist with their needs. The Automatic Referral Tool/App will allow for equal access to all services and programs in the community while increasing community organizational partnerships and promoting Ontario as a welcoming destination for immigrants.

The Automatic Referral Tool/App will target and seek to provide enhanced service to the following client groups:

- Recent immigrants to Canada or Ontario who may be considering options on where to live;
- Recent immigrants to Sault Ste. Marie requiring specific settlement services;

- Potential immigrants to Ontario or Sault Ste. Marie interested in services/programs offered in the community;
- Immigrants and international students requiring pre-arrival settlement services;
- Internationally trained professionals looking for employment opportunities in Canada or Ontario;
- Service providers/groups committed to provide accessible services to immigrants in Sault Ste. Marie;
- Employers seeking workers with specific skills/internationally trained professionals for their workforce;
- Groups and organizations dedicated to promoting living and visiting Ontario/Sault Ste. Marie.

The City of Sault Ste. Marie's lead departments for the project have collaborated and developed a framework of the Automatic Referral Tool/App. The tool/app will consist of four sections and an embedded data analytics system. The four sections will be developed to offer the immigrant (user) useful information at their convenience and allow partner organizations (service providers) to share vital information about their available programs and services with users at any time.

The main sections of the tool/app include:

1. Automatic Referral Option

The *Automatic Referral Option* will provide a user with a blank message box where they can input their inquiry. As the user is typing the question, key words that are being used in the sentence will trigger specific service providers to be notified based on content added by project staff. The user will hit submit and their question will automatically be sent to all service provider partners that deliver a program or service which could assist the individual user.

At this stage the user and service provider have begun a private conversation via the online tool/app. This referral option has been designed to make it easier and more convenient for immigrants to receive the services necessary for successful settlement and integration without the hassle of searching for those who deliver these services in a new community. The Automatic Referral Option also provides service providers and cultural organizations with better recognition through the keyword notification system.

2. Recent News Feed

The *Recent News Feed* will allow all partner service providers/groups to send updates and messages to users at any time. The *Recent News Feed* is intended to provide information to users that may not have direct questions to ask but would like to remain informed about cultural events, activities and newcomer services in Sault Ste. Marie.

3. My Favourites

The *My Favourites* section will allow all users and partner organizations/groups to collect information and updates specific to their individual needs and interests. All users will be able to "favourite" a message submitted by a partner in the news feed and save it to their personal feed

page. Users can more easily share messages on other social media sites and refer back to their "favourites" list as reminders of services and/or opportunities in Sault Ste. Marie.

4. Partner Profiles

The *Partner Profile* section will be allow participating organizations and groups to highlight information about themselves, identify all services and programs offered, share social media/website links, provide contact information, and more. The Partner Profile section will be beneficial to users who may not have a specific question but are interested in familiarizing themselves with services and options available in the community. This section will also have a direct message option, so users can submit a question/comment directly to an individual service provider/group.

5. Data Analytics

A data analytics system will be embedded into the tool/app allowing for all service provider/community group partners to track their user interactions in their own private account. Project staff and leads will have access to a data analytics account that contains statistics from all users and service provider/community group accounts. Data analytics will track such things as: number of referrals, top key words being used, location of users submitting questions, profiles viewed, recent news messages added, and more.

The project will consist of an HTML5 web application, available online to immigrants and the general public. The application will be modern, while maintaining compliance with W3C standards to ensure compatibility with the broadest number of configurations. Compliance with Ontario's website accessibility standards will be maintained. It will be formatted to work well on both desktop and mobile environments.

The application will have the ability to notify users when they receive messages. Notifications may be sent via email. An external email provider will be considered for handling the sending of these messages. Subscription options for news and announcements may also be available by email or via RSS. The application and the underlying database will be hosted locally in the City of Sault Ste. Marie's server room.

Project Governance and Partnership(s):

The lead organization for the project will be the Corporation of the City of Sault Ste. Marie, which assumes responsibility for:

- Accountability for and reporting of financial matters;
- Accountability for and reporting on project deliverables and outcomes;
- Employment and supervision of project staff;
- Provision of workspace for project staff.

The City of Sault Ste. Marie has designated the Social Services Department and Information Technology Division to work in partnership as leads for the delivery of the project.

The City of Sault Ste. Marie's Social Services Department will have the overall responsibility for the delivery of the project in accordance with this funding agreement. A programmer will be hired by the Information Technology Division to fulfill the IT-related project deliverables and

work in partnership with the Social Services Department to design, develop and launch the project. All project reports will be administered through the Social Services Department.

The IT Division will maintain the platform running the application. This includes, but is not limited to, keeping up-to-date on security patches, and maintaining daily database backups. The IT Division will oversee the application design, development, and implementation to ensure the project stays on track and milestones are met. IT will also audit the project regularly throughout its development to ensure compliance with W3C, accessibility, and security standards. IT will act as a resource throughout the development phase, and assist as required.

A project advisory committee will be formed to help guide the project and support its development and delivery. The advisory committee membership will be drawn from local community partners including government, educational, and not-for-profit immigration/settlement service stakeholders, among others.

Project Distribution:

In order to appeal to the widest possible audience, the first phase of the application will be available to anyone with a modern web browser. Because the target audience is immigrants, the application will be built in order to be accessible on as many devices as possible.

The application will gather user statistics to determine the most popular web browsers and operating systems using the application. If trends indicate that the majority of the users are accessing the application from one particular device, effort may then be spent on building a specific application for that device. Until that is known, the web application will take advantage of as many web application settings as possible, including:

- Using CDNs for common scripts, browser caching, and web server compression settings to reduce bandwidth usage.
- Live tiles on Windows 8 and Windows Phone.
- Full-screen web application settings on iPhone and Android operating systems.

Targeted Outreach Plan:

Targeted outreach will involve a large focus during the development phases and after the launch of the Automatic Referral Tool. The project advisory committee will develop a concrete targeted outreach plan from June 2015 to September 2015 that will assist in the dissemination of the app after the official launch in October 2015.

The targeted outreach plan will focus on three major groups including:

- Newcomers/Immigrants in Sault Ste. Marie and Area
- Potential immigrants – Nationally and Internationally
- Community Groups, Service Providers, Potential Partners

The targeted outreach plan will concentrate on giving the app a visible presence in locations where a majority of newcomers/immigrants gather during their settlement and integration and into the Sault Ste. Marie community, including:

- Algoma University and Sault College – international student populations at both post-secondary institutions are increasing
- English as a Second Language and French as a Second Language Program sites
- Local employers – internationally trained professionals, temporary foreign workers, etc.
- Settlement services agencies
- Multicultural events – e.g., Passport to Unity Multicultural Festival
- Cultural Clubs
- Airport

The targeted outreach plan will also concentrate on reaching out to potential immigrants both on a national and international level through the following web-enabled approaches:

- Social media
- Newcomer targeted websites – e.g., Settlement.org, Ontarioimmigration.ca, etc.
- Google campaign

Training sessions, presentations and demonstrations to local groups including community agencies, service providers and employers will be included in the targeted outreach plan to build partnerships in support of the success of the tool/app.

A finalized copy of the targeted outreach plan will be available by the end of September 2015.

Sustainability Plan:

The Automatic Referral Tool will be built with the intention of assisting immigrants in their settlement and integration process. Service categories and partner providers will be added based on services and programs offered that may be helpful for newcomers. The overall framework of the Automatic Referral Tool is one that can be easily adopted by other sectors and organizations that offer services to the public.

After the launch of the proposed Automatic Referral Tool in October 2015, City lead departments will work with interested sector representatives, approach suitable organizations, and communicate with interested Ontario communities to keep the project alive and functional beyond the term of this funding agreement. Sustainability of the Automatic Referral Tool project over the long-term will involve the following three action items:

1. Sector-based Referral Tool Development

The City of Sault Ste. Marie's Social Services department along with other community sector representatives have expressed interest in the use of the Automatic Referral Tool framework beyond the targeted immigrant/newcomer client group. The development process for a social services automatic referral tool will begin after the launch of the immigrant/newcomer referral tool scheduled for October 2015. The framework will remain the same, with content changes to referral categories, generic terms and partner profiles to match the participating service providers.

Other sectors will be welcomed to follow suit and reconfigure the automatic referral tool framework and content for services and programs available to the public in their areas. The use

of the Automatic Referral Tool by other departments/community sectors will ensure that the project outputs will remain functional and supported beyond the term of this agreement.

2. Potential Tool Adoption by Municipal Government

Sault Ste. Marie municipal government leaders will be approached with the option of using the Automatic Referral Tool as a method of communicating with the general public. If municipal leaders are interested, the content of the tool will be reconfigured to best satisfy the needs of those who will be using the app. The City of Sault Ste. Marie has a number of departments that offer services to the public, including:

- Social Services, delivering Ontario Works, Community Child Care, Social Housing, Accessibility.
- Engineering and Planning, delivering building permits and inspections.
- Public Works and Transportation, delivering seasonal projects including roadwork, construction, snow removal, sanding, etc.
- Community Services, delivering community centres, daycare, senior services, and recreation & culture.

Project leaders will approach municipal leaders after the launch of the immigrant/newcomer referral tool once success measurements have been gathered. The use of the Automatic Referral Tool by the municipal government can assist with ongoing maintenance and functionality of the project beyond the term of this agreement.

3. Sharing the Tool with Other Ontario Communities

The Automatic Referral Tool framework will be developed in a format that can be easily adopted by any city in Ontario. Service categories can remain the same and new service providers will be added by the lead organization for the City that wishes to use it. Similar to the approach that will be taken with the leaders of the City of Sault Ste. Marie, this framework will be made available to all cities in Ontario after the launch of the Sault Ste. Marie tool in October 2015.

If the Automatic Referral Tool is a widely used app across Ontario, options for larger partnerships and future funding support may become available to ensure further sustainability of the project.

A breakdown of how the tool will be replicable by other cities in the province can be seen below under the heading Project Technology.

Project Technology:

The web application will be built using standards compliant HTML, CSS, and JavaScript. Proprietary plugins, like ActiveX controls, Java applets and Flash animations, will be avoided to ensure the application supports as many browser configurations as possible.

The web application will be built on a Microsoft backend, including:

- A Microsoft IIS web server.
- Active server pages written in VBScript.
- A Microsoft SQL Server database.

Replication will be straightforward, but may require limited IT expertise. A basic setup will require:

- Running a script on the database to create the necessary database tables.
- Configuring a new website on IIS to serve the application.
- Updating configuration files to customize the web application's look and feel.

ASP pages will be in an open and documented format for those communities looking for higher degrees of customization, like layouts, response text, etc.

Tasks, Timelines and Responsibilities:

Stage/ Activity	Description	Responsibility/ Partnerships
Stage 1 **Hire Staff and Purchase Software** October 2014 – November 2014	• The City of Sault Ste. Marie, through project lead departments, will hire a contract IT web application developer with the hiring process beginning after receiving MCIIT contract and City Council approval. • The City of Sault Ste. Marie will also purchase any described/required software necessary to develop, maintain and deliver the proposed online tool/app.	City of Sault Ste. Marie (Office of the C.A.O, Social Services Dept., IT Division, Human Resources Dept.)
Stage 2 **Formation of Advisory Committee** November 2014 – December 2014	• The City of Sault Ste. Marie will form and lead a project Advisory Committee throughout the project. • The role of the Advisory Committee will be to offer assistance where necessary in project development/delivery, creating a targeted outreach plan, and organizing the official launch. • Anticipated/confirmed Advisory Committee partners will be selected by project staff/leaders based on sector representation and a vested interest in the successful settlement and integration of immigrants to Sault Ste. Marie.	Confirmed Partners: City of Sault Ste. Marie (Social Services Dept., IT Division), Project Staff, SSM and Area Local Immigration, Huron Superior Catholic District School Board, Sault Ste. Marie Police Services, Algoma University, Northland Adult Learning Centre, Partnership, CTV
Stage 3 **Development of Online Tool/App** November 2014 – September 2015	• Project staff will begin the development of the proposed online tool/app immediately in the overall project timeline. • Framework is planned to be developed based on the project mock ups. • As the community research phase and soft launch are completed appropriate and necessary additions will be made.	Project staff, City of Sault Ste. Marie (Social Services Dept., IT Division), Project Advisory Committee
Stage 4 **Community Research** January 2015 - April 2015	• Appropriate research methods will be decided upon and organized to gather input on immigrant frequently asked questions, generic terms, and partner profile information. • Once research methods have been determined and community information gathering schedules are complete, collection and organization of all results will be completed for content completion stage.	Project staff, City of Sault Ste. Marie (Social Services Dept., IT Division), Advisory Committee, Local Newcomers, Settlement Service Providers

Stage 5 **Complete Content** April 2015 – September 2015	• During Stage 3, initial content will be added to the proposed tool/app based on ongoing research gathered since 2009 by the Local Immigration Partnership through its 52 organization membership. • The community research stage will assist staff, the City of Sault Ste. Marie and Advisory Committee members in the identification of any gaps in content on the tool/app. • All content collected during the community research stage that is determined as appropriate will be added to the tool/app during this phase in preparation for the soft launch.	Project staff, City of Sault Ste. Marie (Social Services Dept., IT Division), Advisory Committee Members
Stage 6 **Soft Launch** June 2015 – August 2015	• As the final stage before the official public launch, a series of testing sessions will be held with community stakeholders and newcomer groups in Sault Ste. Marie. • The two month long soft launch stage will allow for all sections of the online tool/app to be tested, detect any bugs, missing content and rate overall functionality. • The soft launch will also be used as an initial outreach strategy by having target groups fully understanding the simplicity and benefits of this project prior to public launch. • During this stage all final corrections/additional content will be completed in preparation for the official launch in October 2015.	Project staff, City of Sault Ste. Marie (Social Services Dept., IT Division), Advisory Committee members, Project partner organizations, newcomer groups
Stage 7 **Outreach Plan Development** June 2015 – September 2015	• A comprehensive targeted outreach plan for the launch of the online tool/app will be finalized during this stage. • Dissemination of the tool/app will begin immediately following the official launch in October 2015. • The targeted outreach plan development stage is a critical step in the success of this project within Sault Ste. Marie. • Many performance measures outlined in this proposal will be better achieved through the development of a strong targeted outreach plan and appropriate dissemination of the tool/app.	Project staff, City of Sault Ste. Marie (Social Services Dept., IT Division), Advisory Committee members
Stage 8 **Official Launch** October 2015	• The official launch of the proposed project will be held in October 2015. • The City of Sault Ste. Marie will host a launch ceremony open to the public, project partners, and the community. • The official launch will aim to consist of speakers from Municipal and Provincial Government as well as provide an overview and demonstration of the tool/app. • Exact date of the launch will be determined closer to October 2015, dependent upon project completion and government representative availability.	Project staff, City of Sault Ste. Marie (Social Services Dept., IT Division), Advisory Committee members, Provincial Government Representatives

Key Milestones and Performance Indicators:

Key Milestones	Performance Indicators
November 2014: • A minimum of eight community organization partners committed to participating on the project advisory committee.	1. Number of commitment letters collected from partner organizations regarding their participation on the advisory committee. 2. At least one representative per sector and target groups on the advisory committee.

December 2014: • A total of 15 partner organizations/groups committed to being involved in the online tool/app as a participating service provider.	1. Number of service provider profile forms distributed and collected. 2. Total number of local service providers participating per category on project's referral option.
February 2015: • Online tool/app design complete – framework of tool/app established and implemented for all four options (automatic referral, recent news, my favourites, partner profiles and data analytics).	1. Framework of tool/app is functional and compliant with proposed objectives and outcomes outlined in this proposal to this point in the anticipated timeline.
March 2015: • All confirmed partners (15 anticipated) will be added to tool/app and initial content will be implemented (i.e., key words, generic terms, profile content).	1. Feedback from Advisory Committee on the functionality of all four options and embedded data analytics during committee trial session. 2. Results of data report drafted through embedded analytics system on tool/app.
March 2015: • Completion of at least four sector research sessions and two newcomer research sessions and one advisory committee research session.	1. Total number of community research sessions completed from January to March and total number of sector/group representatives participating.
May 2015: • All community research will be compiled and all additions/changes to the online tool/app will be completed.	1. Community research feedback report results collected through surveys, comments and suggestions and data analytics.
July 2015: • At least 15 additional participating organizations will be added to the online tool/app as service providers/support groups for immigrants.	1. Soft launch data report delivered through embedded data analytics option on proposed tool/app.
August 2015: • A targeted outreach plan will be completed and under review by Project Advisory Committee and City of Sault Ste. Marie lead department staff.	1. Number of new online tool/app users recorded through data analytics from targeted outreach strategy implementation.
August 2015: • Completion of at least four sector group test sessions, two newcomer group test sessions, and one advisory committee test session. • A total of at least seven test sessions during the soft launch stage will be completed by the middle of August 2015.	1. Soft launch report and data analytics reports completed by staff.
September 2015: • Online tool/app logo design completed and final approved. All targeted outreach plans will be final approved and ready for official launch.	1. All outreach action items ready for delivery to the general public.
October 2015: • Official launch will be held. Approximately 30 service provider accounts set up and 15 newcomer accounts set up in the first two weeks after launch.	1. Number of media reports/announcements on launch of proposed tool/app. 2. Number of app downloads and users/service provider accounts set up in first two weeks after launch – data analytics report by staff. 3. Data analytics reports on usage of all four options of proposed tool/app. 4. Partner organization outreach plans and success measurements sent to staff by companies.

Project Evaluation Plan:

A variety of performance indicators have been identified for use in tracking deliverables and the achievement of outcomes, including:

- Data Analytics Statistical Reports

Each service provider/group partner will have access to their individual data analytics account directly through the app/tool. The data analytics will track such things as: number of referrals, top key words being used to connect, and location of users submitting questions. All project partners will be able to organize their own data reports with the provided statistics to best suit their needs.

The City's Social Services Department will have access to a data analytics account that tracks all accounts and user activity. The Social Services Department will use this data to track and evaluate the achievement of project deliverables and outcomes that can be determined through the analytics information.

- Service Provider Feedback and User Feedback

Throughout the development phase, service providers, community group partners and immigrants/newcomers will be included in testing sessions to collect feedback on the achievement of specific deliverables.

After the launch of the Automatic Referral Tool service provider/community group partners and users will receive random notifications when they log into their account requesting a few moments for feedback on identified project outcomes. Results of these short surveys will be automatically submitted to the Social Services Department which will be used to track and evaluate project deliverables and outcomes.

- Community Response and Partner Engagement

Throughout the development phase, project leads will evaluate the number of partner organizations involved and their sector representation in comparison to proposed deliverables.

Community response will be collected at community events and during other identified opportunities where target market audiences will be present. Community response will allow for project leads to determine the success of the Automatic Referral Tool in comparison to the proposed deliverables and outcomes.

SCHEDULE "B"

BUDGET

Expenses	MCIIT	In-kind
Software/Licenses/Subscriptions • Web Development • SQL Licenses • Server Licenses • Email Service Provider • Text Messaging Service • Clipart Library Licenses • Client Development software • Domain registration	$15,000	$10,000
Staff and Services • Wages – Programmer • Employee benefits/MERCs	$50,000 $6,000	-
• City staff support/services for project development, content research, planning and implementation, maintenance sustainability, and outcome measurement/monitoring o City staff IT support ($50/hr x 200 hrs = $10,000) o City staff content development and project implementation/ sustainability support ($36/hr x 250 hrs = $9,000)	$19,000	-
• City staff project supervision for development, implementation, maintenance: o Department Lead, Senior Staff-Project Management ($66/hr x 40 hrs x 2 staff)	-	$5,280
• City project delivery departmental support: o HR Dept., Finance Dept.	-	$4,720
Project Advisory Committee • Meeting costs • Community research activity costs • Soft Launch, testing and de-bugging costs	$6,000	$5,000
Targeted Outreach, Implementation and Training • Outreach recruitment costs and enrolment o Development of user attraction materials (production costs for app information video) ($4,000) o User Attraction Material Distribution (costs for space on service provider lobby televisions, local community channel, newcomer gathering places) ($3,000) o Outreach meetings and groups sessions with sector representatives ($1,000)	$8,000	-

• Outreach setup and training costs ○ Training materials for group sessions (information manuals for service providers and newcomers, design and production) ($3,400) ○ Training Venue (set-up, support, and activity related costs x 7 scheduled sessions) ($2,800)	$6,200	-
• Implementation Support Costs ○ Information booth rental and related costs at local cultural events ($2,000) ○ Google campaign = $0.10/click x 100 clicks/day = $10/day x 200 days ($2,000) ○ Public Outreach and App Visibility: ▪ Dedicated space on newcomer targeted websites for direct app download (approx. $200/spot x 6mths x 9 websites = $10,800) ▪ Social Media – Suggested App Spots, Cost per Click (Facebook, Twitter) ($10,000) ▪ App Store Costs ($1,000)	$25,800	-
Project Expenses Subtotal:	**$136,000**	**$25,000**
Administrative Costs • Office rent • Office equipment rental • Postage/Courier • Photocopying/Printing, etc.	$13,600	$10,000
Administrative Costs Subtotal:	**$13,600**	**$10,000**
Total:	**$149,600**	**$35,000**

SCHEDULE "C"

PAYMENTS

PAYMENT DATE OR MILESTONE	AMOUNT
Upon both parties signing the Agreement	$127,160
Upon the Province's approval of the Final Report	$22,440
TOTAL:	$149,600

SCHEDULE "D"

REPORTS

Name of Report	Due Date
1. Interim Report	March 6, 2015
2. Final Report	October 16, 2015

Report Details

Each Report will include the following items:

(a) a update on the status and progress of the Project;
(b) an indication of whether the objectives of the Project are being / were met;
(c) a description of how the success of the Project is being / was measured;
(d) a description of the level of community participation and response;
(e) details of how the Province's support has been acknowledged;
(f) an unaudited statement which accounts for Project revenue and expenditures;
(g) in the case of the final report, an audited financial statement which accounts for Project revenue and expenditures, if audited statements are normally prepared by the Recipient; otherwise, a review engagement report which accounts for Project revenue and expenditures prepared by an accredited accountant external to the Recipient; and
(h) any other details that may be requested by the Province.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-209

AGREEMENT: (Map 25) A by-law to authorize the execution of an agreement between the City and the registered owners of 131 River Road and the registered owners of 125 River Road, Sault Ste. Marie to accommodate a newly constructed garage on 131 River 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 Deputy 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 the registered owners of 131 River Road and the registered owners of 125 River Road, Sault Ste. Marie, a copy of which is attached as Schedule "A" hereto. This agreement is to accommodate a new constructed garage on 131 River 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 29th day of September, 2014.

_____

MAYOR - DEBBIE AMAROSO

_____

DEPUTY CITY CLERK – RACHEL TYCZINSKI

cf LEGAL\STAFF\BYLAWS\2014\2014-209 agreement 131 River Road

AGREEMENT

THIS AGREEMENT dated this seventeenth day of July, 2014.

B E T W E E N:

MARK DICK, owner of the property known as 125 River Road, in the City of Sault Ste. Marie
(hereinafter referred to as "Dick")
OF THE FIRST PART;

- and -

KATHLEEN JOYCE DICK-KOLBUS, owner of the property known as 131 River Road, in the City of Sault Ste. Marie
(hereinafter referred to as "Dick-Kolbus")
OF THE SECOND PART;

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter referred to as the "City")
OF THE THIRD PART;

WHEREAS Dick-Kolbus is the owner of property known as 131 River Road, in the City of Sault Ste. Marie, and having a legal description of Lot 19 Plan H395 Rankin Location, Sault Ste. Marie and having PIN 31487-0222 (hereinafter referred to as the "Dick-Kolbus Property");

AND WHEREAS Dick owns the abutting property known as 125 River Road, in the City of Sault Ste. Marie, and having a legal description of Lot 18 Plan H395 Rankin Location, subject to T142591, Sault Ste. Marie and having PIN 31487-0221 (hereinafter referred to as the "Dick Property");

AND WHEREAS the Dick Property and the Dick-Kolbus Property abut each other;

AND WHEREAS the Dick-Kolbus Property contains a garage with openings facing the Dick Property;

AND WHEREAS Ontario Building Code section 9.10.14.4(1) forbids openings on a shared property line unless limiting distance is complied with;

AND WHEREAS the parties are entering into this Agreement with the City in order to provide said limiting distance for as long as the garage remains in its present location and the present openings;

NOWTHEREFORE in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties acknowledge and agree that the above-noted recitals are true and correct and form part of the within Agreement.

2. Dick covenants and agrees that, pursuant to Ontario Building Code section 9.10.14.2(4), for the benefit of land owned by the other covenantors, Dick shall not construct a building on his or her property unless the limiting distance for exposing building faces in respect of the proposed construction is measured in accordance with the Property Line and Exposed Building Face for the Dick Property as those terms are defined in section 9.10.14.2 of the Ontario Building Code.

3. Dick-Kolbus also covenants and agrees that, pursuant to Ontario Building Code section 9.10.14.2(4), for the benefit of land owned by the other covenantors, Dick-Kolbus shall not construct a building on his or her property unless the limiting distance for exposing building faces in respect of the proposed construction is measured in accordance with the Property Line and Exposed Building Face for the Dick-Kolbus Property as those terms are defined in section 9.10.14.2 of the Ontario Building Code.

4. The parties agree to comply with such other conditions as the City considers necessary, including indemnification of the City. The parties jointly and severally 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 any matters related directly or indirectly to the garage on the Dick-Kolbus Property, the restrictions on the construction of any buildings on the Dick Property and Dick-Kolbus Property, and this Agreement.

5. The parties agree that the within Agreement shall not be amended or deleted from title of either the Dick-Kolbus Property or the Dick Property without the consent of the City.

6. Dick and Dick-Kolbus covenant and agree that the within Agreement and the covenants contained herein are intended to run with the lands, and the Agreement shall be binding on the parties and their respective heirs, executors, administrators, successors and assigns.

7. The parties agree that the within Agreement shall be construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED in the presence of)

_____)
Witness as to the signature of Mark Dick)

_____)
Witness as to the signature of Kathleen Joyce Dick-Kolbus)

_____
MARK DICK

_____
KATHLEEN JOYCE DICK-KOLBUS

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: _____
DEBBIE AMAROSO, Mayor

Per: _____
MALCOLM WHITE, Clerk

We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-210

PROPERTY SALE: (PR1.60) A by-law to authorize the sale of surplus property being 532 Wallace Terrace to Michael Jason Stephney.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.0. 2001, c. 25, **ENACTS** as follows:

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto to Michael Jason Stephney and at the consideration and upon the conditions set out therein.

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 the sale.

4. **SCHEDULE "A"**

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

5. **EFFECTIVE DATE**

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

PASSED in open Council this 29th day of September, 2014.

_____
MAYOR – DEBBIE AMAROSO

_____
CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2014\2014-210 PROPERTY SALE OF 532 WALLACE TERR STEPHNEY.DOC

SCHEDULE "A" TO BY-LAW 2014-210

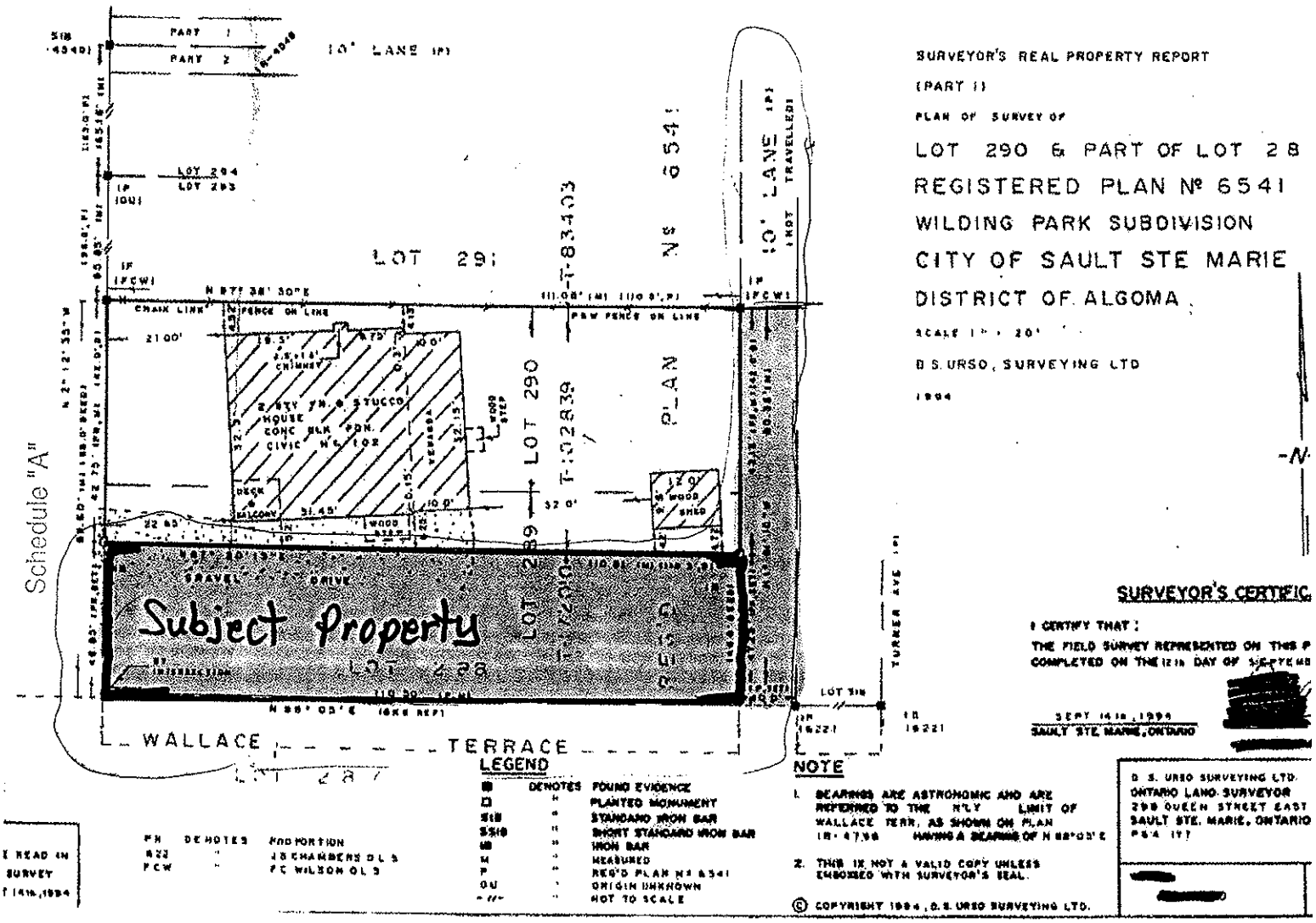
PURCHASER: MICHAEL JASON STEPHNEY

ADDRESS: 532 WALLACE TERRACE

LEGAL DESCRIPTION: PIN 31593-0240 (LT) PT LT 288-289 PL 6541 KORAH as in T322413; SAULT STE. MARIE

CONSIDERATION: Three Hundred ($300.00) Dollars

Subject to the usual adjustments and any easements required.



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-211

PROPERTY SALE: (Map 27) A by-law to authorize the sale of surplus property being 22 MacDonald Avenue to Chartwell Master Care LP.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.0. 2001, c. 25, **ENACTS** as follows:

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto to Chartwell Master Care LP or as otherwise directed by them at the consideration shown and upon the conditions set out in Schedule "B" hereto.

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 the sale.

4. **SCHEDULES "A" AND "B"**

Schedule "A" and Schedule "B" hereto form 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 29th day of September, 2014.

_____
MAYOR – DEBBIE AMAROSO

_____
CITY CLERK – MALCOLM WHITE

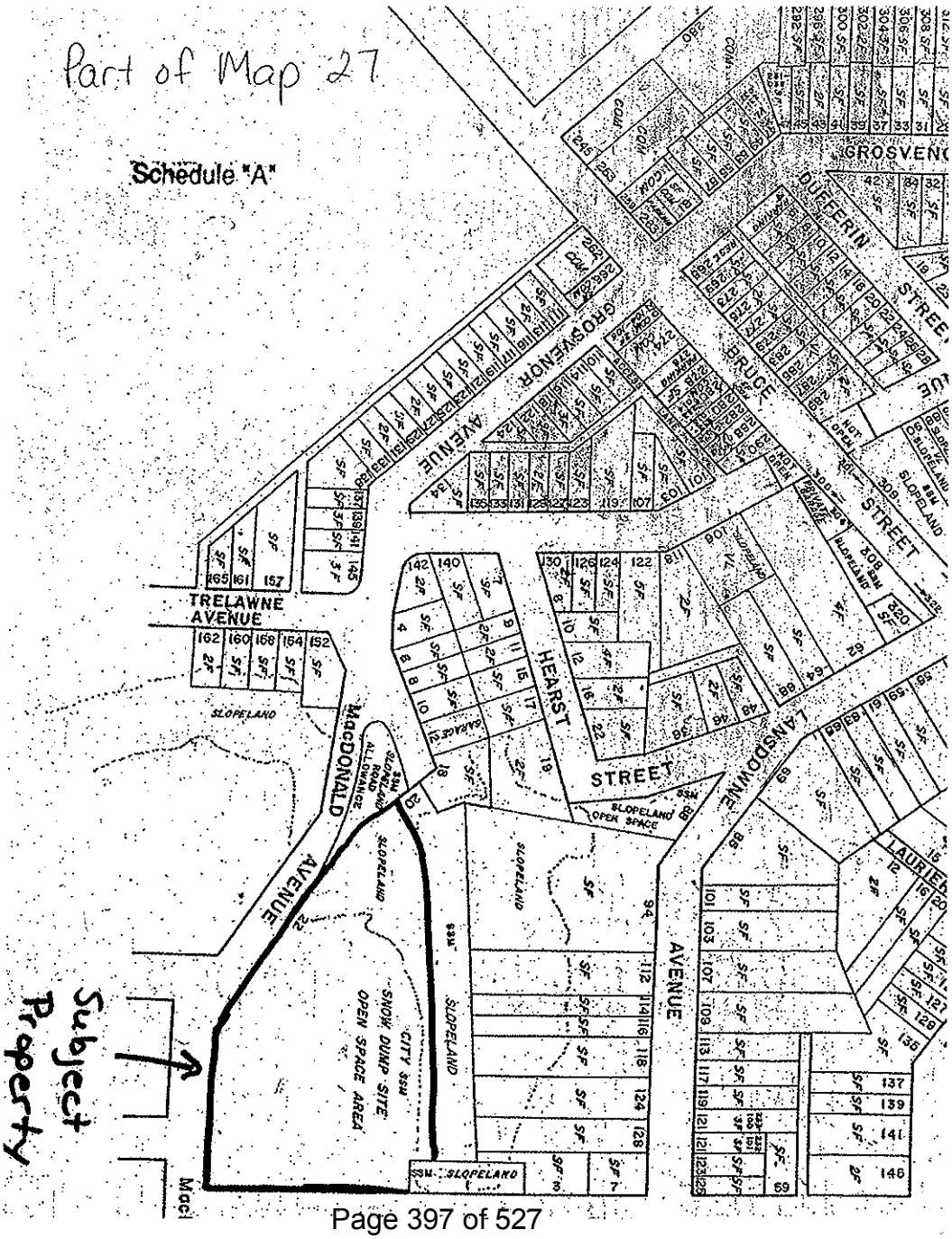
da LEGAL\STAFF\BYLAWS\2014\2014-211 PROPERTY SALE OF 22 MACDONALD AVE CHARTWELL.DOC

SCHEDULE "A" TO BY-LAW 2014-211

PURCHASER: CHARTWELL MASTER CARE LP

ADDRESS: PART 22 MACDONALD AVENUE

LEGAL DESCRIPTION: PART PIN 31547-0002 (LT) WYMAN PLACE PL 285 ST. MARY'S CLOSED BY X553; LT 1-7 BLK 21 PL 285 ST. MARY'S EXCEPT PT 2 1R10022; PT LT 8 BLK 21 PL 285 ST. MARY'S AS IN RY43529; LT 1-5 BLK 22 PL 285 ST. MARY'S; PT LT 12 PL 9298 ST. MARY'S PT 1 1R10022; SAULT STE. MARIE



SCHEDULE "B" TO BY-LAW 2014-211

CONSIDERATION: Four Hundred Fifty Thousand ($450,000.00) Dollars (HST in addition to)

Subject to the usual adjustments, any easements required and the Drainage Agreement required by the City.

Subject to the following conditions:

Conditions of the Offer:

-Chartwell acquires the lands based on the following conditions:

-that a land survey of the lands be prepared by an Ontario Land Surveyor, at Chartwell's choosing and expense, to Chartwell's satisfaction – with no existing accurate survey of the lands, such survey will delineate the proposed property boundaries and existing contours

-that a geotechnical study and slope stability analysis be prepared by a Professional Engineer, at Chartwell's choosing and expense, to Chartwell's satisfaction

-that an environmental report, or reports, be prepared by a Professional Engineer, at Chartwell's choosing and expense, to Chartwell's satisfaction – such survey will include an investigation of any existing road salt contamination issues in the soil, based on City of Sault Ste. Marie's past snow storage activities on the lands

-that architectural concepts/design be prepared by an Ontario licensed Architect, at Chartwell's choosing and expense, demonstrating that the lands can accommodate a mixed use project consisting of 120 seniors' apartment units, and a small retail/commercial area geared to seniors' needs (such as a café, medical offices, pharmacy, etc.) that can be utilized by residents of Collegiate Heights and others in the broader community

-that the City of Sault Ste. Marie provide planning, servicing, building and any other related approvals, to permit the development of a mixed use project consisting of 120 seniors' apartment units, and a small retail/commercial area geared to seniors' needs (such as a café, medical offices, pharmacy, etc.) that can be utilized by residents of Collegiate Heights and others in the broader community – these approvals will include, but not be limited to, a rezoning of the lands to an appropriate Institutional, Medium Density Residential, or other appropriate zone and building permit approval

-that the Sault Ste. Marie Conservation Authority, and any other, non-City of Sault Ste. Marie agencies, provide necessary approvals to permit the development of a mixed use project consisting of 120 seniors' apartment units, and a small retail/commercial area geared to addressing seniors' needs (such as a café, medical offices, pharmacy, etc.) that can be utilized by residents of Collegiate Heights and others in the broader community

-based on site constraints, City of Sault Ste. Marie required development approvals and approvals from any other agencies, should the lands not be able to accommodate a mixed use project consisting of 120 unit seniors' apartment units, and a small retail/commercial area geared to seniors' needs (such as a café, medical offices, pharmacy, etc.) that can be utilized by residents of Collegiate Heights and others in the broader community, then negotiations will take place between the City of Sault Ste. Marie and Chartwell to an agreeable reduced price for the land, that reflects the lower development potential

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-212

EASEMENT: (Map No.519) A by-law to authorize an easement agreement with John Caron and Deborah Caron over a portion of the property at 1915 Base Line.

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

1. **EXECUTION OF DOCUMENTS**

The Council hereby authorizes the Mayor and the Deputy City Clerk to sign any documents pertaining to the easement being acquired by the City over a portion of 1915 Base Line being described as Part of PIN 31616-0125 (LT) PCL 6915 SEC AWS; PT SEC 1 PARKE PT 1 1R2391; Sault Ste. Marie, for alignment improvements to Base Line and conditions described in Schedule “A” attached.

2. **SCHEDULE "A"**

Schedule "A" hereto 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 29th day of September, 2014.

MAYOR – DEBBIE AMAROSO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

cf/staff/By-laws/2014/2014-212 Easement Base Line

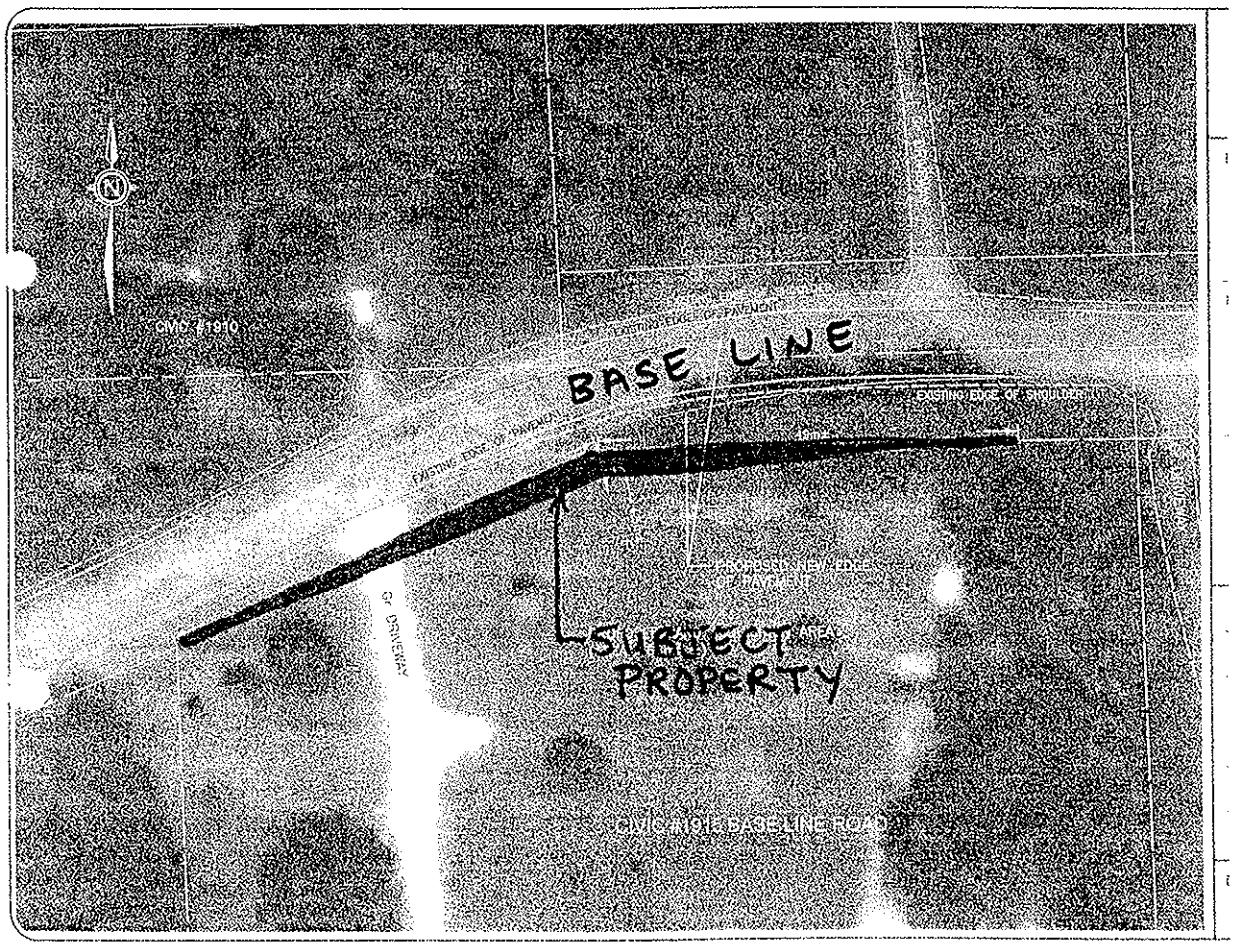
SCHEDULE "A" TO BY-LAW 2014-212

PROPERTY DESCRIPTION

Part of PIN 31616-0125 (LT) PCL 6915 SEC AWS; PT SEC 1 PARKE PT 1 1R2391; SAULT STE. MARIE

CONDITIONS OF EASEMENT

The City will agree to pay the value of the easement in the amount of $2,500.00, as well as all costs associated with the easement.



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-213

AGREEMENT: (C3) A by-law to delegate to the Commissioner of Community Services signing authority under section 23.1 of the *Municipal Act, 2001* to execute the necessary agreement to co-promote Holiday Festival on Ice at the Essar Centre on behalf of the City of Sault Ste. Marie.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to section 23.1 of the *Municipal Act 2001*, S.O. 2001, c.25, **ENACTS** as follows:

1. **HOLIDAY FESTIVAL ON ICE AGREEMENT POWERS DELEGATED**

The Council hereby delegates to the Commissioner of Community Services Council's signing authority to execute the necessary agreement on behalf of the City of Sault Ste. Marie to co-promote Holiday Festival on Ice at the Essar Centre scheduled to occur between December 7 and 10, 2014.

2. **NO AMENDMENTS**

The Commissioner of Community Services has the power to enter into the necessary agreement to co-promote Holiday Festival on Ice at the Essar Centre. No significant amendments may be made to the said agreement without the consent of Council.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 29th day of September, 2014.

_____

MAYOR – DEBBIE AMAROSO

_____

DEPUTY CITY CLERK – RACHEL TYCZINSKI

cf/Staff/by-laws/2014/2014-213 delegate signing CSD

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-214

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

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

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

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

2. **EFFECTIVE DATE**

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

PASSED in open Council this 29th day of September, 2014.

_____

MAYOR – DEBBIE AMAROSO

_____

DEPUTY CITY CLERK – RACHEL TYCZINSKI

cf LEGAL\STAFF\BYLAWS\2014\2014-214 PARKING OFFICERS - PRIVATE PROPERTY.DOC

SCHEDULE "A"

BADGE	SPECIAL CONSTABLE	EMPLOYER	PROPERTY LOCATION
26	MCLEOD,ROD	FLEMING & SMITH	379 QUEEN ST E.& APARTMENTS & 27 KING ST.
30	RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
109	SEBECIC,JOHN,LUDVIC	DENTAL BUILDING	946 &216 QUEEN ST E
138	CAIN,JOSEPH	CITY OF SAULT STE MARIE	BELLUVUE MARINA & BONDAR MARINE & PARK
151	PARR,DEREK,RAYMOND	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
153	TASSONE,VITO	TASSONE CHIROPRATIC	673 QUEEN ST E
163	BUMBACCO,PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
178	D'AGOSTINI,ROSEMARY	DR. RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
191	BROWN,STEVEN	SEP.SCHOOL BOARD	SEPARTE SCHOOL BOARD PROPERTIES
196	MCGRAYNE, LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
241	COGHILL,ROBIN	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
248	CHAN,GILBERT	DR. RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
249	CHO,LINDA	DR. RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
253	TRAVSON,TERRANCE (TERR)	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
267	CORBIERE,JOHN (TED)	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
276	SMITH,DENNIS,ROBERT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
314	AASEN,PAULINE	STANDARD PARKING	ONTARIO REALITY CORP/ ROBERTA BONDAR PLACE / 426 QUEEN ST E
321	LORENZO,COREY	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
334	MILLER,BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREAS
335	GROSSO,DONALD	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
344	HARPE,KEN	HOLIDAY INN.	HOLIDAY INN (BAY ST.)
346	HAZLETON,MARGARET	CITY OF SAULT STE MARIE	BELLUVUE MARINA & BONDAR MARINE & PARK
366	TROINOW,VICTORIA	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
369	CARMICHAEL,MARY	ON.FINNISH HOME. ASS.	FINNISH REST HOME
370	HANSEN,LOUIS	ON.FINNISH HOME. ASS.	FINNISH REST HOME
372	BENOIT,ALAIN	ON.FINNISH HOME. ASS.	FINNISH REST HOME
374	TAAVEL,ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREAS
376	FINN,ROBERT	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
391	MCLEOD,HEATHER,	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
397	LAFRAMBOISE,YVON	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
400	JOHNSON,MICHAEL	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
406	LEBLANC,SERGE	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
410	POYNER,HAROLD	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
411	MOORE,ROBERT	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
420	FABIANO,ANTONIO	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
430	RUSCIO,DOMINIC	MAJOR CONTR.	DAY'S INN HOTEL
431	DICKSON,SHANE	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
435	TRAMBLE,GEORGE	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
439	LAMBERT,JOSEPH	STANDARD PARKING	ONTARIO REALITY CORP/ ROBERTA BONDAR PLACE / 426 QUEEN ST E
440	HAMMERSTEDT,ERIC	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
441	WILSON,DAVID	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
442	MACLENNAN,MATTHEW	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
443	MARCIL,MARK	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
446	HALLIDAY,DANA	SAULT COLLEGE	SAULT COLLEGE
450	CHAPMAN,DANIEL	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
456	CONEYBEARE,KEVIN	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
459	SLEEMAN,RAY	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
460	BOUGIE,DAN	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
463	MORIN ALEX	CORPS OF COMM.	
464	DITOMMASO,RYAN	2220917 ONT. INC.	489 BAY ST / 535 QUEEN ST E
465	DELAVALLE,DON	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
467	BERNIER,JUNE	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
468	AGNEW,BRENDAN	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
469	SANTELLI,DOMINIC	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
470	WOOLEY,NATHANIEL	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
471	STOYCHEFF,CHRISTOPHER	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
474	MANCUSO,ANTHONY	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
480	TELFORD,JASON	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
481	FORD,BRIAN	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
484	MCLEOD,VIRIGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA & BONDAR MARINE & PARK
485	ARMSTRONG,KENNETH	CITY OF SAULT STE MARIE	BELLUVUE MARINA & BONDAR MARINE & PARK
486	LONGO,NADIA	GT.NORTHERN RETIREMEI	760 GREAT NORTHERN RD.
487	ROUGEAU,MARISA	GT.NORTHERN RETIREMEI	760 GREAT NORTHERN RD.
488	LEFLEUR,MARILYN	GT.NORTHERN RETIREMEI	760 GREAT NORTHERN RD.
489	MCQUEEN,WANDA	GT.NORTHERN RETIREMEI	760 GREAT NORTHERN RD.
490	LUXTON,JEFF	GT.NORTHERN RETIREMEI	760 GREAT NORTHERN RD.

492	PARKER,MICHAEL	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
493	BROWN,FRASER	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
501	QUARRELL,ROBERT	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
502	HAMEL,CHRIS	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
503	HAMEL,MELANIE	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
505	JONES,CHELSEY	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
511	ADAIR,BRENDAN	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
512	DIMMA,JUSTIN	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
516	GAY,JAMES	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
517	ROY,BRENDA	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
522	MCNAMA,STEVEN	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
523	MCBRIDE,GUY	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
524	DUNLOP,DAVID	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
526	JOHNSTON,CORY	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
529	ROMAIN,GERALDINE	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
532	BROUILLARD,BERNARD	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
537	GRAWBARGER,KYLE	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
541	DIMMA,WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
542	RALPH,NANCY	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
543	HAYNES,MICHAEL	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547	LIEPA,MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON,ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR. (CIVIC CENTRE)
549	WICKSTROM,IZAAK	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
552	SENEGAL,DANIEL	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
556	ARCAND,SCOTT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
562	DEARING,DEVIN	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
565	LISCUMB,GERALD	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
566	SWEET,WILLARD	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
567	BOSTON,CODY	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
568	PICK,DENNY	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
569	ZEPPA,JACOB	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
571	BRESNAHAN,JAMES	SSM AIRPORT CORP.	AIRPORT - SUPERVISOR OF BUSINESS OPERATIONS
572	BELANGER,COWAN	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
573	RHODES,LILIAN	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
574	BOUCHARD,DARYL	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
575	LALODE,DANIEL	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
576	HULL,BRADLEY	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
580	CHARETTE,ROBERT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
581	PAVONI,JORDAN	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
582	MAITLAND,DARLA	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
583	MADIGAN,LORRI-ANNE	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
586	WERTH,KARL	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
587	GIULETTI,MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
589	TWENTYMAN,DANIEL	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
590	WARMINGTON,KAYLA	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
594	PELOSO,MATT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
596	WAGNER,TODD	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
598	COULL,ROBIN	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
599	BUMBACCO,CARL	CB HOME INSTALLATIONS	321 JOHN ST.
601	HART,JASON	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
602	GREENWOOD,LESLIE	GREENWOODS HARDWAR	41 ALBERT ST W
603	LAMMING,DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREAS
604	WAGNER,MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
606	SHEWFELT,CHERYL	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
607	FROST,CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREAS
608	ALISAT,THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON,SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
610	GREGANITI,BARETT	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
611	MIZZI,PRESTON	WENDY'S	1 QUEEN ST W
612	HURLEY,BRITTNEY	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
613	SULLIVAN,SHAWN	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
614	AGBONIFO,OSAMUDIAMEN	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
616	LUCIER,RUSSELL	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
617	SAVAGE,SAMUEL	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
618	DEWING,SANDRA	NORTH EAST SECURITY	S.COLLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
619	BERTO,DEBORAH	GATEVIEW REALTY INC.	304 -310 ALBERT ST E.
620	FERA,NORMAN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
621	MARINELLI,CATHERINE	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
622	PROULX,PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHAILIUK,JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-215

AGREEMENT: (B1.6) A by-law to authorize an agreement between the City and The Corporation of the Township of Prince to provide technical assistance in administering the provisions of the Ontario Building Code, the Plumbing Code and Township by-laws relating to the construction of buildings.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to a an agreement in the form of Schedule "A" hereto dated the 1st day of September, 2014 between the City and The Corporation of the Township of Prince to provide technical assistance in administering the provisions of the Ontario Building Code, the Plumbing Code and Township by-laws relating to the construction of buildings

2. **SCHEDULE "A"**

Schedule "A" hereto forms a 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 29th day of September, 2014.

_____

MAYOR – DEBBIE AMAROSO

_____

CITY CLERK – MALCOLM WHITE

Staff/By-laws/2014/2014-215 Agr Prince Bld

This Agreement is dated the 1st day of September, 2014

B E T W E E N

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Hereinafter called the "City"
OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF PRINCE
Hereinafter called the "Township"
OF THE SECOND PART

WHEREAS the Corporation of the Township of Prince has requested that the City provide technical assistance to the Township in administering the provisions of the Building Code, the Plumbing Code and Township by-laws relating to construction of buildings;

AND WHEREAS the City has agreed to provide such technical assistance subject to the terms and conditions as set out in this Agreement;

NOW THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

GENERAL PROVISIONS

1. The City shall provide plans examination and building inspection services ("inspection services") as follows:
   (a) Plans examination and review for compliance with the Building Code and relevant Township building by-laws;
   (b) Written correspondence describing plan deficiencies to applicant and associated parties;
   (c) Analyses of written responses or amended plans resulting from the plan review;
   (d) Written recommendations to the Township regarding matters that pertain to the building permits, i.e. infraction letters;

(e) Inspections of buildings under construction as required upon notification to the City by the Township; and

(f) Attendance in court for the purpose of providing evidence on behalf of the Township in the event that the Township undertakes a prosecution arising from an infraction.

2. The said inspection services shall be performed by duly qualified City employees and City employees shall be subject to direction from the City only.

3. City employees providing inspection services to the Township shall maintain a work log indicating the dates and lengths of time that such employees have performed inspection services and the nature of such services.

4. The City, as employer, shall pay all salaries, wages and costs associated with its Building Division and shall invoice the Township on a bi-annual basis as hereinafter set out.

5. The Township shall appoint by by-law any person(s) employed by the City as its inspectors pursuant to the Building Code Act.

COST OF INSPECTION SERVICES

6. (1) The total amount of money paid by the Township for inspection services for residential development shall be Seven Thousand ($7,000.00) Dollars plus H.S.T. per year for each year of the Agreement. This amount shall comprise the full cost of inspection services inclusive of inspection and clerical duties, mileage and miscellaneous expenses for inspections related to residential development.

(2) For all non-residential development inspection services the Township shall pay to the City Fifty ($50.00) Dollars per hour for each hour of inspection services provided plus mileage at the rate paid by City to its CUPE 67 employees.

(3) The amount in paragraphs (1) & (2) of this clause shall be increased annually by an amount equal to the increase in the Consumer Price Index for the preceding calendar year and shall be applied annually on the anniversary date of this Agreement.

7. The Township shall make two payments to the City in the amounts invoiced by the City each on September 1st and February 1st of each year during the term of this agreement.

COMMENCEMENT AND TERMINATION OF AGREEMENT

8. This Agreement comes into effect on the 1st day of September, 2014 and shall conclude on the 31st day of August 2017.

9. Either party to this Agreement may terminate this Agreement upon sixty (60) days written notice of termination to the other party. Should a notice to terminate be given, the Township shall continue to be obligated to pay for the cost of inspection services under this contract to and including the date of such termination and the City shall continue to be responsible to provide the inspection services outlined in this Agreement.

NOTICE

10. All correspondence or other notices related to the terms of the Agreement shall be delivered as set forth below:

Chief Administrative Officer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5X6

Chief Administrative Officer/Clerk-Treasurer
Corporation of the Township of Prince
3042 Second Line West
Prince Township, ON P6A 6K4

ENTIRE AGREEMENT

11. This Agreement constitutes the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.

IN WITNESS WHEREOF the parties hereto have affixed their Corporate Seals attested by the signatures of their duly authorized signing officers to be effective as of the 1st day of September, 2014.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

_____
Mayor – Debbie Amaroso

_____
City Clerk – Malcolm White

We have authority to bind the Corporation.

THE CORPORATION OF THE TOWNSHIP OF PRINCE

Per:

_____
Reeve – Ken Lamming

_____
CAO/Clerk-Treasurer – Peggy Greco

We have authority to bind the Corporation.

File B1.6
cf\agreements\Prince Twp\Prince Bldg Inspection Agrt 2014.doc

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-219

AGREEMENT: (AG142) A by-law to authorize a Licence to Occupy City Property Agreement between the City and Peggy Catania to permit the improvement and maintenance of a sign to be placed on a portion of the City owned boulevard on the northeast corner of Third Line East and Birkshire Place.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to a Licence to Occupy City Property Agreement in the form of Schedule "A" hereto dated the 29th day of September, 2014 between the City and Peggy Catania to permit the improvement and maintenance of a sign to be place on a portion of the City owned boulevard on the northeast corner of Third Line East and Birkshire Place.

2. **SCHEDULE "A"**

Schedule "A" hereto forms a 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 29th day of September, 2014.

_____

MAYOR – DEBBIE AMAROSO

_____

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Staff/By-laws/2014/2014-219 Agr Birkshire

AG-142

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this 29th 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 -

PEGGY CATANIA

(herein referred to as the "Licencee")

The City grants to the Licencee the right to occupy a portion of the City property located on the northeast corner of Third Line East and Birkshire Place, specifically, that portion of the boulevard marked and identified as "Subject Area" on Schedule "A" attached to this Licence to Occupy City Property.

This Licence is subject to the conditions set out in Schedule "B" attached, which to the extent each condition is or becomes applicable, the Licencee covenants to observe for the period of one (1) year commencing on September 29, 2014 and thereafter from year to year until the Licence is terminated in accordance with Schedule "B".

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.

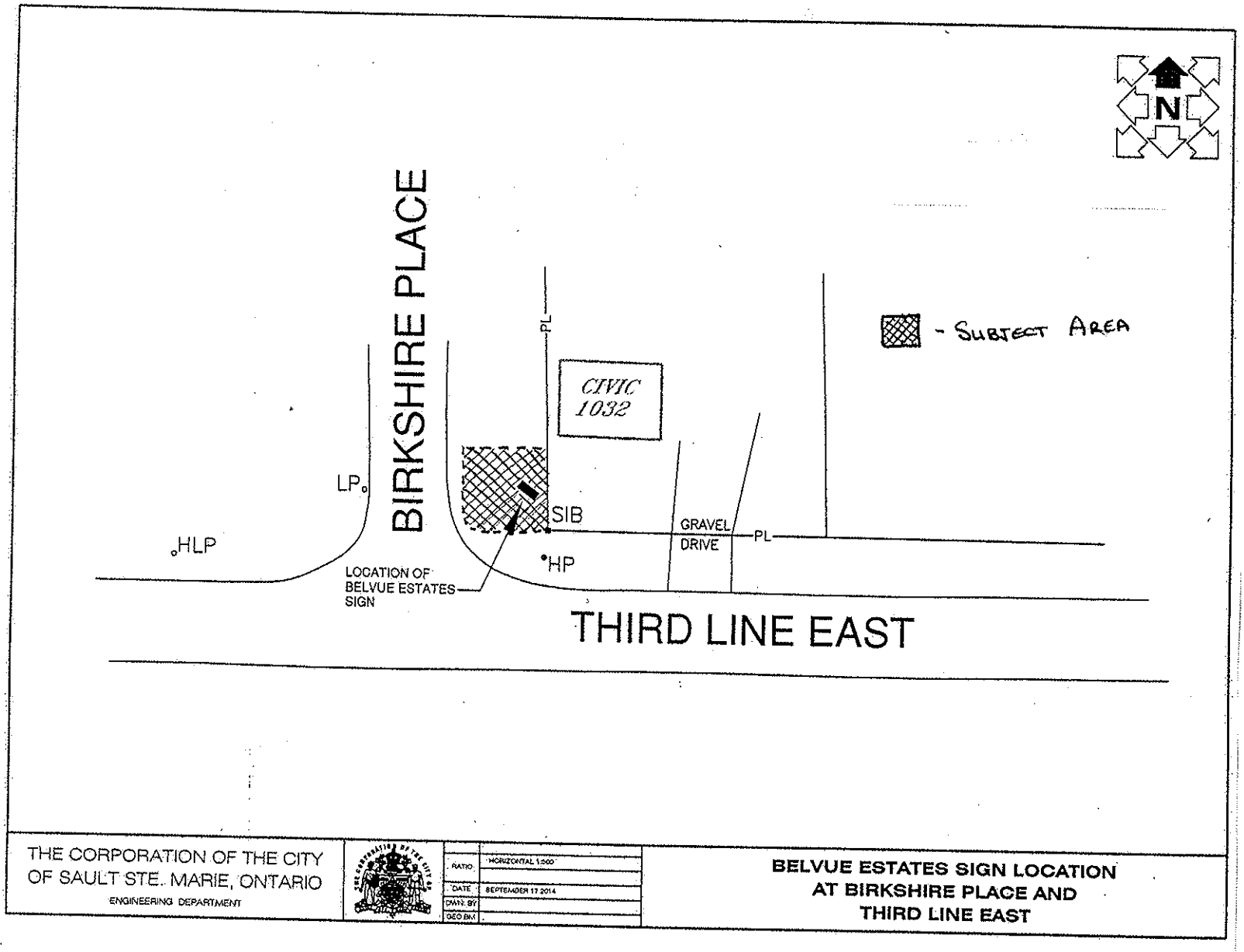
SIGNED, SEALED AND DELIVERED	
	______________________________
	PEGGY CATANIA
	THE CORPORATION OF THE CITY OF SAULT STE. MARIE
	______________________________
	MAYOR – DEBBIE AMAROSO
	______________________________
	CITY CLERK – MALCOLM WHITE
	WE HAVE THE AUTHORITY TO BIND THE CORPORATION

cf\Staff\LEASES & LICENCES OF OCCUPATION\Peggy Catania Birkshire place/licence of occupation

SCHEDULE "A" TO
LICENCE TO OCCUPY CITY PROPERTY

City Property

The City grants the Licencee the right to occupy that portion of the northeast corner of Third Line East and Birkshire Place in Sault Ste. Marie, Ontario, in the location as indicated on the following map, and subject to the conditions outlined in Schedule "B":



SCHEDULE "B" TO
LICENCE TO OCCUPY CITY PROPERTY

This Licence is subject to the following conditions:

1. The City hereby grants the Licencee permission to construct and maintain a sign (the "Sign"), for a period of one (1) year commencing on September 29, 2014 and thereafter from year to year until terminated (the "Term"), on the City Property described, marked and identified as "Subject Area" in Schedule "A" to this Licence (the "City Property").

2. The City or the Licencee may cancel this Licence on giving three (3) months' written notice to the other party of their intention to do so. Notices shall be deemed given if deposited in the mail with postage charges prepaid and addressed to the party for whom intended at such party's address herein specified:

CITY
City Solicitor
The Corporation of the City of Sault Ste. Marie
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, Ontario
P6A 5N1

LICENCEE
Peggy Catania
73 Birkshire Place
Sault Ste. Marie, Ontario
P6A 6J8

3. At no time shall the City be responsible for constructing, maintaining, inspecting removing or otherwise dealing with the Sign, nor shall the City be responsible for any matters relating to the use of the Sign. The Licencee shall be responsible for all costs, expenses and liabilities relating to the construction, presence, use, maintenance and removal of the Sign located on the City Property. The Licencee shall indemnify and save harmless the City from any costs and expenses of any nature or kind incurred by the City that may result from the construction, maintenance, inspection, removal, and use of the Sign and any other matters arising directly or indirectly from this Agreement.

4. The Licencee agrees that all construction, maintenance, inspection, removal or otherwise dealing with the Sign shall be done above ground, and that no digging in excess of six (6") inches for any reason shall take place without the written consent of the City's Engineering & Planning Department.

5. The Licencee shall ensure that a four (4') foot buffer zone be extended back from the curb onto the City Property.

6. The Licencee shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the construction of the Sign and the use of the City Property during the Term, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee with such Laws, By-Laws, Rules and Regulations.

7. The Licencee shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the use of the City Property during the Term.

8. The Licencee shall indemnify and save harmless the City from all costs, liabilities and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Licencee's construction, maintenance, inspection, removal and use of the Sign on City Property, the intent being that the City shall be at no risk or expense to which it would not have been put had this Agreement not been entered into.

9. The Licencee shall not assign, transfer or make any other disposition of the Licence, or of the rights conferred thereby, without the prior written consent of the City. The Licencee shall be permitted to allow other residents on Birkshire Place to assist with the maintenance of the City Property. Liability shall remain with the Licencee.

10. 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 Sign located on the City Property is required, the Licencee shall in no way restrict such access and/or removal of a portion or the entirety of the Sign, and the City and/or emergency personnel shall in no way be responsible for restoring the Sign to its condition prior to such access and/or removal of the Sign by the City and/or emergency personnel.

11. 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 Sign located on the City Property is required, the Licencee shall in no way restrict such access and/or removal of a portion or the entirety of the Sign, and the Utility Company shall in no way be responsible for restoring the Sign to its condition prior to such access and/or removal of the Sign by the Utility Company.

12. The Licencee shall not use or permit the use of the City Property for any purpose other than the purpose herein set out. The Licencee shall not erect any buildings or structures on the City Property other than those herein set out.

13. In the event that this Licence is terminated in accordance with paragraph 2, the provisions of paragraphs 3-12 inclusive of this Licence shall survive the termination of this Licence. Upon the termination of this Licence, the Licencee shall forthwith remove the Sign from the City Property at the Licencee's sole liability and expense. In the event that the Sign is not removed from the City Property to the satisfaction of the City within thirty (30) days of the termination of this Licence, the City may do such work to remove the Sign as it deems necessary at the expense and risk of the Licencee.

14. The Licencee shall keep in force during the Term, property damage insurance and personal injury insurance against claims for bodily injury, death or property damage occurring on the City Property in an amount not less than Two Million ($2,000,000.00) Dollars and name the City as "Additional Insured" to same. Proof of said insurance shall be filed with the Legal Department of the City of Sault Ste. Marie.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-220

STREET ASSUMPTION: (PR1.58) A by-law to assume for public use and establish as a public street, a street in the Giuliani Subdivision, Plan H475.

THE Council of the Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001,* S.O. 2001, **ENACTS** as follows:

1. **STREET ESTABLISHED AND ASSUMED**

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as a public street, the street more particularly described on Schedule "A" to this by-law.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 29th day of September, 2014.

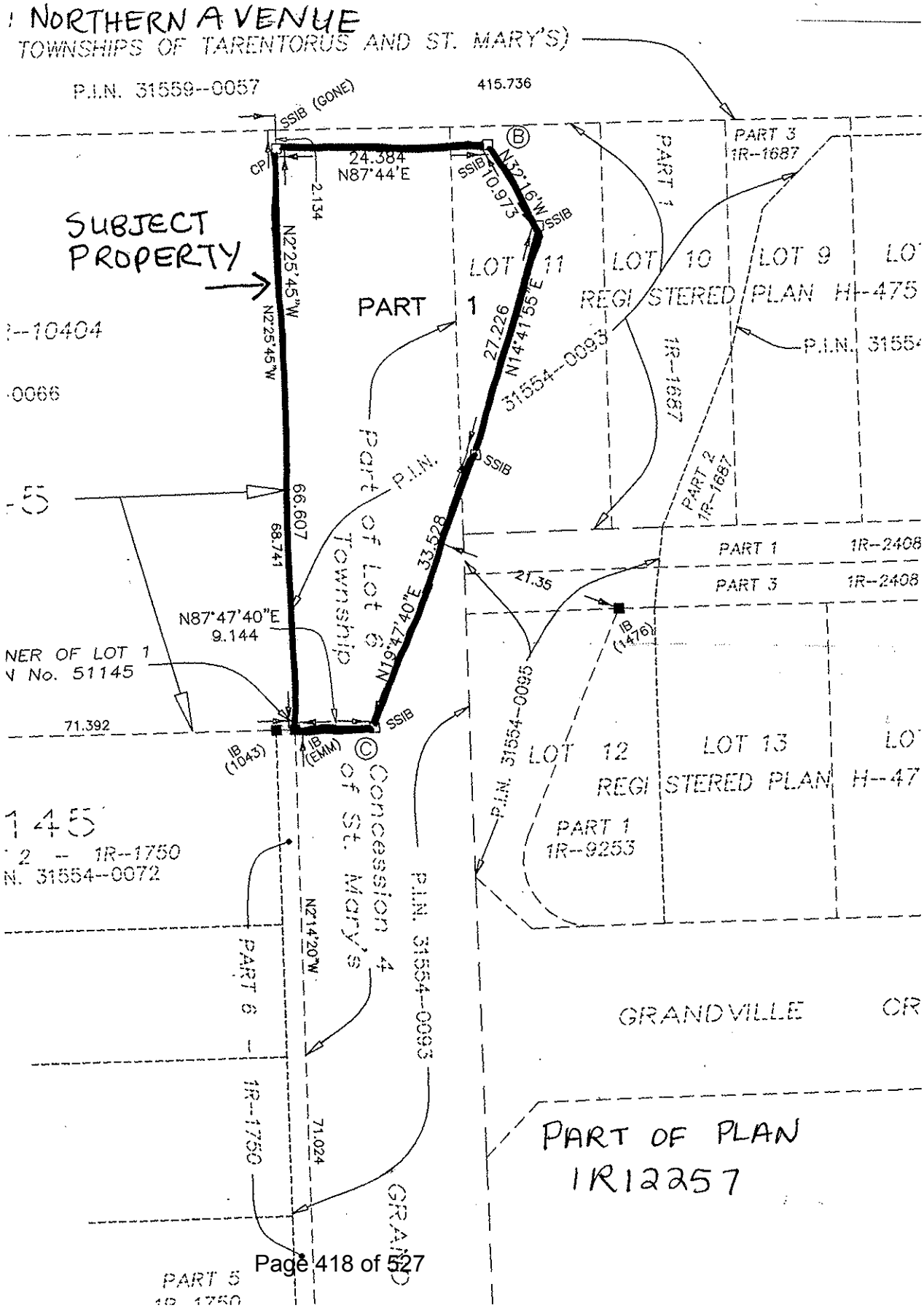
_____
MAYOR – DEBBIE AMAROSO

_____
CITY CLERK – MALCOLM WHITE

cf/\LEGAL\STAFF\BYLAWS\2014\2014-220 Street ASSUMP Northern Avenue

SCHEDULE "A" TO BY-LAW 2014-220 AND BY-LAW 2014-221

PT PIN 31554-0093 (LT): PT LT 6 CON 4 PLAN 51145 ST. MARY'S AND PT LT 11 PL H475 ST. MARY'S BEING PT 1 1R12257



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2014-221

STREET CLOSING: (PR1.58) A by-law to stop up, close and authorize the conveyance of a street in the Giuliani Subdivision, Plan H-475.

WHEREAS the street more particularly described in Schedule “A” attached hereto was established as a public street and assumed for public use by By-law 2014-220;

NOW THEREFORE the Council of The Corporation of the City of Sault Ste. Marie, pursuant to *the Municipal Act, 2001*, S.O. 2001, **ENACTS** as follows:

1. **STREET CLOSED**

The street more particularly described in Schedule "A" to this by-law, having been assumed by the Corporation for public use, is hereby stopped up and closed.

2. **STREET DECLARED SURPLUS**

The street more particularly described in Schedule "A" to this by-law is surplus to the requirements of the municipality.

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 give effect to this by-law.

4. **EASEMENTS TO BE RETAINED**

The street is subject to the retention of easements if required. The Corporation shall stop up, close and authorize the conveyance of the street more particularly described in Schedule “A” to this by-law.

5. **SCHEDULE "A"**

Schedule "A" 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 29th day of September, 2014.

_____

MAYOR – DEBBIE AMAROSO

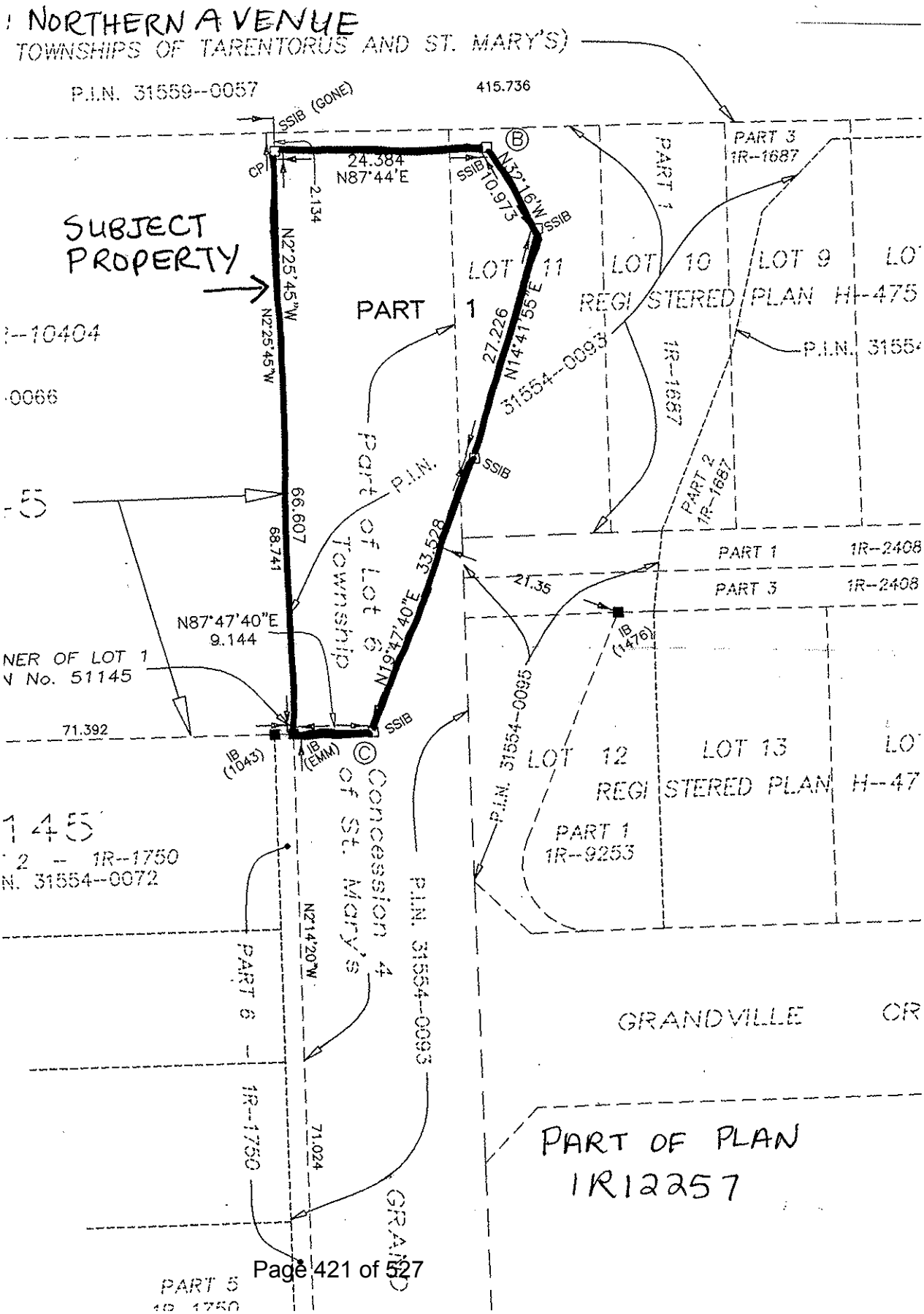
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CITY CLERK – MALCOLM WHITE

cf/LEGAL\STAFF\BYLAWS\2014\2014-221 Northern Ave street closing

SCHEDULE "A" TO BY-LAW 2014-220 AND BY-LAW 2014-221

PT PIN 31554-0093 (LT): PT LT 6 CON 4 PLAN 51145 ST. MARY'S AND PT LT 11 PL H475 ST. MARY'S BEING PT 1 1R12257



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-222

AGREEMENT: (C2.13(6)) A by-law to authorize a funding agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Industry in undertaking the next phases of the public access regional harbor expansion.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to a funding agreement in the form of Schedule "A" hereto dated the 2nd day of September, 2014 between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Industry in undertaking the next phases of the public access regional harbor expansion.

2. **SCHEDULE "A"**

Schedule "A" hereto forms a 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 29th day of September, 2014.

_____

MAYOR – DEBBIE AMAROSO

_____

DEPUTYCITY CLERK – RACHEL TYCZINSKI

cf/Staff/By-laws/2014/2014-222 Fednor 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: 851-806107

THIS AGREEMENT made as of: SEP - 2 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 May 30, 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:

Canada

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 April 1, 2014 (the "Commencement Date") and is completed on or before December 31, 2016 (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) 40% of the incurred Eligible & Supported Costs of $5,300,000 of the Project outlined in Annex 1, and

b) $2,120,000.

3.2 The Minister shall not normally contribute to any Eligible and Supported Costs incurred prior to May 30, 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.	$2,120,000
The Corporation of the City of Sault Ste. Marie	$120,000

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.

6.7 Advance Payments

Where the Minister is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Minister may, at his or her sole discretion, make advance payments to the Recipient.

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
Regional Competitiveness-Implementation (Non-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. Joseph Fratesi
Chief Administrative Officer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive - Level 4
Sault Ste. Marie ON P6A 5N1

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: 851-806107

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: SEP - 2 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 No.: 851-806107

I. PROJECT SCOPE

i) Description:
The planning and design of a regional public access port for third party users for increased marine transportation shipping in Sault Ste. Marie.

ii) Project Location:
Sault Ste. Marie

iii) Dates:
a) Commencement Date - April 1, 2014
b) Completion Date - December 31, 2016

iv) Key Workplan Activities, Timelines and Milestones:
The key project activities to be undertaken include the following:

1. Project Planning and Preparation
- prepare a project plan;
- complete site plans, negotiations, and legal agreements for the establishment of the public access port;
- coordinate, manage, and the administration of support services;
- prepare preliminary engineering design and specifications for the dock improvements, site services, specialized equipment, and dredging requirements;
- prepare preliminary cost and budget estimates for all aspects of the public access port project;
- prepare documents needed for environmental assessment, consultations;
- assess tendering, procurement, and governance; and
- consult and engage with key regional industrial stakeholders, the Province of Ontario and the Government of Canada to ensure infrastructure program alignment and funding application preparedness.

2. Environmental Assessment (including scoping, screening and review)
- hire consultant with established expertise in environmental assessment processes;
- consult and engage with federal and provincial departments to ensure the appropriate environmental assessment framework is undertaken; and
- complete all environmental assessment processes as required by regulation and legislation.

3. Aboriginal and First Nation Consultations
- hire consultant with expertise in Aboriginal and First Nation consultation; and
- complete consultation and engagement of appropriate First Nation and Aboriginal organizations.

v) Performance Measures and Tracking Plan:

The completion of the project will result in the following performance measures:
- completed project plan;
- completed site plans, negotiations, and legal agreements for the establishment of the public access port;
- preliminary engineering design and specifications for the dock improvements;
- completed environmental assessment;
- Aboriginal consultations; and
- a shovel-ready capital project.

vi) Project Costs and Financing:

Project Costs:		Financing:	
Eligible Costs		FedNor	$2,120,000
- Supported	$5,300,000	Other Federal	
- Not Supported		Provincial	$2,120,000
Ineligible Costs		Municipal	$120,000
		Financial Institution	
		Recipient	
		Other	$940,000
Total	$5,300,000		$5,300,000

	Supported	Not Supported	Total
Eligible Costs:			
Professional Fees and Associated Costs: - project planning and preparation	$3,570,000		$3,570,000
Professional Fees and Associated Costs: - environmental assessment	$1,010,000		$1,010,000
Professional Fees and Associated Costs: - Aboriginal and First Nation consultations	$720,000		$720,000
TOTAL ELIGIBLE COSTS	$5,300,000		$5,300,000
Ineligible Costs			
N/A			
TOTAL INELIGIBLE COSTS			
TOTAL PROJECT COSTS			$5,300,000

* 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) Advance Payments:

a) The Minister has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by 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
NORTHERN ONTARIO DEVELOPMENT PROGRAM
Regional Competitiveness-Implementation (Non-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 May 30, 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 May 30, 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.

2.6 Patent and Copyright Costs

Relevant searches and filing fees related to North American or worldwide rights are eligible when detailed in the Statement of Work.

2.7 Direct Materials

Eligible costs include the net price to the Project after deducting all trade discounts of materials, sourced internally or externally, that are consumed in carrying out the Project including those utilized in the construction of pilot plants or prototypes. Minister in advance and specifically identified in the Statement of Work.

2.8 Special Purpose Equipment

Equipment that is acquired or constructed exclusively for use in the Project that is not normal to operations, and specifically identified in the Statement of Work. Eligible costs will be net of trade discounts; where the equipment is leased, costs net of interest and carrying costs are eligible.

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 2014-223

AGREEMENT: (C2.13(6)) A by-law to authorize a funding agreement between the City and the Northern Ontario Heritage Fund Corporation for the Sault Ste. Marie Harbour improvement project.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to a funding agreement in the form of Schedule "A" hereto between the City and the Northern Ontario Heritage Fund Corporation for the Sault Ste. Marie Harbour improvement project.

2. **SCHEDULE "A"**

Schedule "A" hereto forms a 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 29th day of September, 2014.

_____

MAYOR – DEBBIE AMAROSO

_____

DEPUTYCITY CLERK – RACHEL TYCZINSKI

cf/Staff/By-laws/2014/2014-223 NOHFC agreement

THE AGREEMENT made in duplicate

B E T W E E N:

NORTHERN ONTARIO HERITAGE FUND CORPORATION

a corporation existing under the laws of Ontario

("**NOHFC**")

- and -

CITY OF SAULT STE. MARIE

a municipal corporation under the laws of Ontario

(the "**Recipient**")

Background:

NOHFC has among its objects the promotion and stimulation of economic initiatives in northern Ontario.

The Recipient has applied to NOHFC for funds to assist the Recipient in carrying out the Project described in this Agreement.

NOHFC is willing to provide funds to the Recipient to assist the Recipient in carrying out the Project on the terms and conditions set forth herein.

Consideration:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

ARTICLE 1
INTERPRETATION AND DEFINITIONS

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

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;

(d) any reference to dollars or currency shall be to Canadian dollars and currency;

(e) "include", "includes" and "including" shall not denote an exhaustive list; and

(f) in the event of a conflict between the main body of the Agreement and any schedule, the main body of the Agreement governs unless the schedule states that the schedule or a provision or provisions of the schedule operate(s) despite the main body of the Agreement.

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

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

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

"**Conflict of Interest**" has the meaning ascribed to it in section 7.2.

"Effective Date" is the date the Agreement is signed by NOHFC.

"**Eligible Project Costs"** means the costs paid by the Recipient for the purpose of carrying out the Project for which NOHFC may provide Funds and that are (a) incurred by the Recipient between May 28, 2013 and the expiry or termination of the Agreement; (b) in the sole opinion of NOHFC, reasonable and necessary for carrying out the Project; and (c) limited to the amounts and Project cost categories set out in the Project Costs Chart in Schedule "B".

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

"**Excess Funds Amount**" means the excess, if any, of X – Y where
"X" is the amount of Funds provided to the Recipient under the Agreement; and
"Y" is the Project Percentage of the total Eligible Project Costs paid by the Recipient to complete the Project.

"Funding Year" means:

(a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

"Funds" means the money NOHFC provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means Northern Ontario Heritage Fund Corporation and each of its directors, officers, agents, advisors, and representatives;

"Ineligible Project Costs" means all Project costs that are not Eligible Project Costs.

"Maximum Funds" means the maximum amount payable to the Recipient in respect of Eligible Project Costs under the Agreement, which is the lesser of: (i) the Project Percentage of the total Eligible Project Costs paid by the Recipient to complete the Project, and (ii) two million, one hundred twenty thousand dollars ($2,120,000.00).

"**NOHFC Claim Schedule**" means the NOHFC claim schedule set out in Schedule "C".

"Notice" means any communication given or required to be given under the Agreement.

"Party" means either NOHFC or the Recipient and **"Parties"** means NOHFC and the Recipient.

"Project" means the undertaking described in Schedule "A" and in the Project Plan in Schedule "C".

"Project Budget" means the budget for the Project set out in Schedule "B".

"**Project Costs Chart**" means the chart of Project costs set out in Schedule "B".

"**Project Funding Chart**" means the chart of Project funding set out in Schedule "B".

"**Project Percentage**" means 40.23%.

"**Project Plan**" means the chart setting out milestones/activities and timelines for the Project in Schedule "C".

"**Quarter**" or "**Quarters**" means one or more of the following four periods of time in NOHFC's fiscal year: April 1 up to and including June 30, July 1 up to and including September 30, October 1 up to and including December 31, and January 1 up to and including March 31.

"Reports" means the financial and progress reports described in Schedule "E" and any other reports requested by NOHFC.

"Request for Funds" means the form set out in Schedule "D" of the Agreement.

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

ARTICLE 2
REPRESENTATIONS, WARRANTIES AND COVENANTS

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

(a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;

(b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;

(c) any information the Recipient provided to NOHFC contained in its application and in support of its application (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it, and shall continue to be true and complete for the term of the Agreement in every respect, except as set out to the contrary in the Agreement; and

(d) no Conflict of Interest exists.

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

(a) it has the full power and authority to enter into the Agreement; and

(b) it has taken all necessary actions to authorize the execution of the Agreement.

2.3 **Governance**. The Recipient represents, warrants and covenants that it has, and shall maintain for the period during which the Agreement is in effect, by-laws or other legally necessary instruments to:

(a) establish procedures to ensure the ongoing effective functioning of the Recipient;

(b) establish decision-making mechanisms;

(c) provide for the prudent and effective management of the Funds;

(d) establish procedures to enable the successful completion of the Project;

(e) establish procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;

(f) establish procedures to enable the preparation and delivery of all Reports required pursuant to Article 8; and

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

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

ARTICLE 3
TERM OF THE AGREEMENT, USE OF FUNDS AND PROJECT

3.1 **Term**. The term of the Agreement shall commence on the Effective Date and shall expire one year after the Project completion date set out by the Recipient in Schedule "C" unless terminated earlier pursuant to Article 13 or Article 14.

3.2 **Project and use of Funds**. The Recipient shall:

(a) carry out the Project;

(i) in accordance with the terms and conditions of the Agreement;

(ii) in compliance with the Ontario Travel, Meal and Hospitality Expenses Directive; and

(ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, any other orders, rules and by-laws and industry standards related to any aspect of the Project;

(b) at its own expense, obtain all permits, licences, approvals and authorizations required to complete the Project and satisfy the terms and conditions of the Agreement;

(c) use the Funds only for the purpose of carrying out the Project; and

(d) spend the Funds only in accordance with the Project Budget.

ARTICLE 4
CHANGES

4.1 **No changes.** The Recipient shall:

(a) not make any changes to the Project and/or the Project Budget without the prior written consent of NOHFC, which consent may be conditional on recovery of the Funds provided to the Recipient; and

(b) abide by the terms and conditions NOHFC may require in giving such consent.

4.2 **Notification**. The Recipient shall notify NOHFC promptly if it becomes aware of:

(a) any actual or potential material changes to the Project and/or Project Budget; and

(b) any event that may affect the Recipient's ability to complete the Project in accordance with the Agreement.

ARTICLE 5
FUNDS, PAYMENT AND CARRYING OUT THE PROJECT

5.1 **Obligation to fund.**

(a) Subject to the terms and conditions of the Agreement, NOHFC shall reimburse the Recipient for Eligible Project Costs paid by the Recipient up to the amount of the Maximum Funds.

(b) NOHFC is not responsible for any cost overruns related to the Project. The Recipient shall provide its own funds or funds from other sources for all Eligible Project Costs not reimbursed by NOHFC in the Project Costs Chart and all Ineligible Project Costs. The Recipient is responsible for all costs that exceed the Eligible Project Costs set out in the Project Costs Chart.

5.2 **Payment of Funds.**

(a) Subject to the terms and conditions of the Agreement, NOHFC shall:

(i) provide the Funds to the Recipient in accordance with the NOHFC Claim Schedule;

(ii) issue a cheque in the Recipient's name or deposit the Funds electronically into an account designated by the Recipient in writing, provided that the account resides at a Canadian financial institution and is in the name of the Recipient.

(b) To initiate reimbursement of Eligible Project Costs by NOHFC, the Recipient shall submit the following to NOHFC:

(i) a completed Request for Funds; and

(ii) copies of all invoices or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of costs incurred relating to the Eligible Project Costs claimed in the submitted Request for Funds and copies of cancelled cheques and/or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of payment of the Eligible Project Costs claimed.

5.3. **Limitations on funding**.

(a) If the total Eligible Project Costs paid by the Recipient are less than the estimated Eligible Project Costs set out in the Project Costs Chart, NOHFC may, in its sole discretion:

(i) vary the amount of Eligible Project Costs that it reimburses; and

(ii) where applicable, demand the repayment of the Excess Funds Amount, whereupon the amount demanded by NOHFC shall immediately become due and payable.

(b) Following receipt of the items specified in section 5.2(b), in each Quarter, NOHFC agrees to pay to the Recipient an amount equal to the Project Percentage of Eligible Project Costs claimed in each request for Funds up to the amount payable for each Quarter set out in the NOHFC Claim Schedule.

(c) In the event the Recipient:

(i) wishes to amend the NOHFC Claim Schedule by an amount equal to or greater than $100,000.00;

(ii) wishes to transfer amounts between cost categories in the Project Costs Chart; and/or

(iii) does not claim reimbursement of any Eligible Project Costs by NOHFC in any Quarter where the amount of the NOHFC Claim for that Quarter as set out in the NOHFC Claim Schedule exceeds $100,000.00,

the Recipient shall complete the appropriate section(s) of the Change Request Form as set out in Schedule “F” and submit it to NOHFC. NOHFC may approve or reject all or part of any such change request in its sole discretion. In the event NOHFC signs a Change Request Form, this Agreement shall be amended accordingly.

(d) NOHFC shall hold back 10% of two million, one hundred twenty thousand dollars ($2,120,000.00), to be released only after all of the following have occurred:

(i) completion of the Project in accordance with the Agreement;

(ii) receipt by NOHFC of all Reports required under the Agreement; and

(iii) receipt by NOHFC of the final Request for Funds for the Project.

(e) The Recipient shall not use the Funds for any Eligible Project Costs for which the Recipient is in receipt of funds from other sources. The Recipient shall promptly notify

NOHFC if any other funds are received for the Project from sources other than those set out in the Project Funding Chart or in amounts from the sources set out in the Project Funding Chart that are greater than the amounts set out in the Project Funding Chart. If the Recipient receives funds for the Project from sources that are not listed in the Project Funding Chart or in amounts from the sources set out in the Project Funding Chart that are greater than the amounts set out in the Project Funding Chart, in its sole discretion, NOHFC may reduce the amount of the Funds it provides to the Recipient by, or demand the repayment of, an amount equal to the additional funds, whereupon the amount demanded by NOHFC shall immediately become due and payable, to ensure that there is no duplication of funding for the Project.

(f) NOHFC may, in its sole discretion, provide Funds to the Recipient in advance of the Recipient incurring Eligible Project Costs. If NOHFC provides Funds to the Recipient in advance, NOHFC will not make any further payments of Funds until the Recipient has submitted, in respect of the Recipient's spending of such advance on Eligible Project Costs, evidence satisfactory to NOHFC that the Funds advanced have been spent solely on Eligible Project Costs.

(g) The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the net costs to the Recipient, net of any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

5.4. **Conditions of funding**. NOHFC's obligation to provide Funds to the Recipient is subject to fulfillment of the following conditions precedent to NOHFC's satisfaction:

(a) the Recipient shall have provided the insurance certificate(s) or other documents provided for in Article 12;

(b) the Recipient shall have provided written evidence satisfactory to NOHFC that the funds from other sources set out in the Project Funding Chart necessary to complete the Project have been committed;

(c) NOHFC shall have received and been satisfied with the information provided by the Recipient pursuant to Article 8.0. If NOHFC is not satisfied with such information, it may adjust the amount of Funds it provides to the Recipient in any Quarter;

(d) NOHFC shall have received and been satisfied with any information it may reasonably require to conduct a due diligence review of the Recipient and the Project;

(e) NOHFC shall have received a completed electronic funds transfer information form which will enable NOHFC to deposit the Funds into the Recipient's designated bank account by way of electronic funds transfer;

(f) NOHFC shall have received a resolution passed by the Recipient's council committing to provide the Recipient funds set out in the Project Funding Chart and to covering any cost overruns related to the Project;

(g) NOHFC shall have received a final list of all of the private sector sources of funds for the Project as well as a resolution passed by each of these private sector sources of funds for the Project, setting out the amount of funds it will provide to the Project and committing to provide such amount to the Project; and

(h) NOHFC shall have received firm price quotes or detailed cost estimates to support the amounts of the Eligible Project Costs in the Project costs chart in Schedule "B".

ARTICLE 6
ACQUISITION OF GOODS AND SERVICES; DISPOSAL OF ASSETS AND OWNERSHIP OF LAND, BUILDINGS AND FACILITIES

6.1 **Acquisition.** If the Recipient acquires supplies, equipment or services with the Funds it shall do so through a process that promotes the best value for money. If the Recipient is selecting third-party contractors from which to acquire supplies, equipment or services for the Project for an amount greater than twenty-five thousand dollars ($25,000.00) 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. NOHFC may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrant it.

6.2 **Disposal of assets.** The Recipient shall not, during the term of the Agreement and for three years after the expiry or termination of the Agreement, without NOHFC's prior written consent, sell, lease or otherwise dispose of any assets purchased with the Funds or for which Funds were provided, the cost of which exceeded $10,000.00 at the time of purchase. This obligation shall survive the expiry or termination of the Agreement.

6.3 **Buildings and Facilities**. Unless NOHFC otherwise agrees in writing, Recipient shall own or lease all buildings or facilities purchased, constructed or improved with the Funds for a period of time no shorter than the life of any capital improvement made to the buildings or facilities, which period of time shall, for further clarification, at a minimum last for three years after the expiry or termination of the Agreement. This obligation shall survive the expiry or termination of the Agreement.

ARTICLE 7
CONFLICT OF INTEREST

7.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds in a manner that avoids any Conflict of Interest.

7.2 **Conflict of interest includes.** For the purposes of this Agreement, a "Conflict of Interest" includes:

(a) in relation to the process of applying for Funds, any circumstance where the Recipient has or could be perceived to have an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage over other applicants; and

(b) in relation to the performance of its obligations under the Agreement, any circumstances where the Recipient (or any person who has the capacity to influence the Recipient's decisions) has outside commitments, relationships or financial interests that interfere with, or could, or could be seen to interfere with, the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.

7.3 **Disclosure to NOHFC.** The Recipient shall:

(a) disclose to NOHFC without delay any circumstances that a reasonable person would

interpret as being a Conflict of Interest; and

(b) comply with any terms and conditions that NOHFC may reasonably prescribe as a result of the disclosure.

ARTICLE 8
REPORTING, ACCOUNTING AND REVIEW

8.1 **Preparation and submission**. The Recipient shall:

(a) submit to NOHFC at the address provided in section 18.1, all Reports using the appropriate form of report set out in Schedule "E" in accordance with the timelines and content requirements set out in the Reports Schedule in Schedule "E", or in a form as specified by NOHFC from time to time;

(b) submit to NOHFC at the address provided in section 18.1, any other Reports requested by NOHFC in accordance with the timelines and content requirements specified by NOHFC;

(c) ensure that all Reports are completed to the satisfaction of NOHFC;

(d) ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and

(e) submit to NOHFC one copy of each of the documents listed below electronically or on disc, in Word or such other format as NOHFC may agree, and shall attach one paper copy of each of the documents listed below to the final report required under the Agreement to evidence the completion of the Project in accordance with the Agreement:

(i) written evidence from each of Transport Canada (Navigable Waters, Coast Guard), Department of Fisheries and Oceans, the Ontario Ministry of Environment, the Sault Ste. Marie Conservation Authority and the Ontario Ministry of Natural Resources (Upper Great Lakes Management Unit) that the improvements to the existing harbour complex in Sault Ste. Marie, Ontario planned as part of this Project may be carried out;

(ii) written evidence that all required permits, licences, approvals and authorizations to carry out the improvements to the existing harbour complex in Sault Ste. Marie, Ontario planned as part of this Project have been obtained from each of Transport Canada (Navigable Waters, Coast Guard), Department of Fisheries and Oceans, the Ontario Ministry of Environment, the Sault Ste. Marie Conservation Authority and the Ontario Ministry of Natural Resources (Upper Great Lakes Management Unit) and that all fees associated therewith have been paid; and

(iii) a copy of a fully executed agreement of purchase and sale for the harbour land and water lots from Essar Steel Algoma Inc. to either the Recipient or to the not-for-profit corporate entity that will be managing the public access port.

8.2 **Record maintenance.** The Recipient shall keep and maintain for a period of seven years after the expiry or termination of the Agreement:

(a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and

(b) all non-financial documents and records relating to the Funds or otherwise to the Project.

8.3 **Inspection.** NOHFC, its authorized representatives or an independent auditor identified by NOHFC may, at its own expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds, and for these purposes NOHFC, its authorized representatives or an independent auditor identified by NOHFC, may:

(a) inspect and copy the records and documents referred to in section 8.2; and

(b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or Project.

8.4 **Disclosure.** To assist in respect of the rights set out in section 8.3, the Recipient shall disclose any information reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, and shall do so in a form reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, as the case may be.

8.5 **No control of Records.** No provision of the Agreement shall be construed so as to give NOHFC any control whatsoever over the Recipient's records.

8.6 **Auditor General**. For greater certainty, NOHFC's rights under this Article are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).

8.7 **Audit report**. If NOHFC or the Auditor General believes that there are inaccuracies in, or inconsistencies between, any Request for Funds submitted to NOHFC and the Recipient's financial records and books of account, NOHFC or the Auditor General may request and the Recipient must provide at its own expense an audit report from a public accountant licensed under the laws of Ontario. The audit report must be satisfactory to NOHFC in form and content and address:

(a) Funds received to date;

(b) Eligible Project Costs incurred by the Recipient to date;

(c) whether the Eligible Project Costs were incurred in accordance with the Project and the Agreement; and

(d) any other financial information pertaining to the Agreement as may be reasonably specified in the request.

ARTICLE 9
CREDIT

9.1 **Acknowledge support.** Unless otherwise directed by NOHFC, the Recipient shall, in a form approved by NOHFC, acknowledge the support of NOHFC in any publication of any kind, written or oral, relating to the Project.

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

9.3 **Signage**. At the request of NOHFC, the Recipient shall install and maintain in good condition at its own expense signs or plaques acknowledging NOHFC's support for the Project in conspicuous and visually unobstructed locations near the Project, in accordance with NOHFC instructions.

ARTICLE 10
FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

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

ARTICLE 11
INDEMNITY

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

ARTICLE 12
INSURANCE

12.1 **Recipient's insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars ($2,000,000) per occurrence. The policy shall include the following:

(i) the Indemnified Parties (as defined in section 1.2) as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

(ii) a cross-liability clause;

(iii) contractual liability coverage; and

(iv) a thirty (30) day written notice of cancellation.

12.2 **Proof of insurance.** The Recipient shall provide NOHFC with certificates of insurance, or other proof as may be requested by NOHFC, that confirms the insurance coverage as provided for in section 12.1. Upon the request of NOHFC, the Recipient shall make available to NOHFC a copy of each insurance policy.

12.3 **Compliance with Recipient's insurance.** The Recipient shall comply with all provisions and requirements of any of the Recipient's insurance policies applicable to the Project.

12.4 **Third party insurance.** The Recipient shall ensure that any third party sources of funds for the Project and subcontractors retained to perform any part or parts of the Project shall have adequate insurance in place that is appropriate to the Project risks and to the third party.

ARTICLE 13
TERMINATION ON NOTICE

13.1 **Termination on Notice.** NOHFC may terminate the Agreement at any time upon giving at least 30 days' Notice to the Recipient.

13.2 **Consequences of Termination.** If NOHFC terminates the Agreement pursuant to section 13.1, NOHFC:

(a) shall have no further obligation to make any payment of Funds;

(b) may demand the repayment of any Funds remaining in the possession or under the control of the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable; and

(c) may determine the Recipient's reasonable Wind Down Costs, and either:

(i) permit the Recipient to offset the Wind Down Costs against the amount owing pursuant to subsection 13.2(b); and/or

(ii) subject to section 5.3(g) provide Funds to the Recipient to cover the Wind Down Costs.

ARTICLE 14
EVENT OF DEFAULT AND CORRECTIVE ACTION

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

(a) if in the opinion of NOHFC, the Recipient has knowingly provided false or misleading information regarding its request for funding or in any communication with NOHFC;

(b) if any representation or warranty provided to NOHFC (herein or otherwise) by the Recipient is incorrect in any material respect on the date on which such representation or warranty was made;

(c) if in the opinion of NOHFC, the Recipient breaches any term or condition of the

Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement without the prior written consent of NOHFC:

(i) carry out the Project;

(ii) complete the milestones set out in the Project Plan in accordance with the timing set out in the Project Plan;

(iii) use or spend Funds; and/or

(iv) provide Reports;

(d) the nature of the Recipient's operations or its corporate status changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which NOHFC provides the Funds;

(e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;

(f) if any bankruptcy, reorganization, arrangement or insolvency proceedings for relief under any bankruptcy or similar laws for the relief of debtors are instituted against the Recipient or is consented to by the Recipient, or, if contested by the Recipient, is not dismissed within 30 days;

(g) the Recipient ceases to operate; or

(h) a Conflict of Interest that cannot be resolved to NOHFC's satisfaction, acting reasonably.

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

(a) initiate any action NOHFC considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) suspend the payment of Funds for such period as NOHFC determines appropriate;

(c) reduce the amount of the Funds;

(d) cancel all further payment of Funds;

(e) demand the repayment of any Funds remaining in the possession or under the control of the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable;

(f) demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by NOHFC, whereupon the amount demanded by NOHFC shall immediately become due and payable;

(g) demand the repayment of an amount equal to any Funds NOHFC provided to the Recipient, whereupon the amount demanded by NOHFC shall immediately become

due and payable;

(h) terminate the Agreement immediately upon giving Notice to the Recipient; and/or

(i) exercise any other rights or remedies available to NOHFC under this Agreement or applicable law.

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

(a) of the particulars of the Event of Default; and

(b) of the period of time within which the Recipient is required to remedy the Event of Default.

14.4 **Recipient not remedying.** If NOHFC has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.3 and:

(a) the Recipient does not remedy the Event of Default within the time period specified in the Notice;

(b) NOHFC determines in its sole discretion that the Recipient cannot completely remedy the Event of Default within the time period specified in the Notice or such further period of time as NOHFC considers reasonable; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to NOHFC,

NOHFC may initiate any one or more of the actions provided for in sections 14.2 (a), (d), (e), (f), (g), (h) and (i).

14.5 **Termination date.** The effective date of any termination under this Article shall be the last day of the Notice period, the last day of any subsequent Notice period or immediately, whichever applies.

ARTICLE 15
PAYMENT BY NOHFC OF AMOUNTS OWING BY RECIPIENT

15.1 **Amounts owing by Recipient and subcontractors.** The Recipient covenants and agrees to pay when due, and to ensure that any of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors to complete the Project in accordance with the Agreement.

15.2 **NOHFC's right to pay amounts due and unpaid by Recipient or subcontractors.** In the event the Recipient or any of its subcontractors fails to pay when due, all amounts required to be paid by it/its subcontractors to complete the Project in accordance with the Agreement, NOHFC shall have the right, but for greater certainty, no obligation, in addition to and not in substitution for any other right it may have pursuant to the Agreement or otherwise at law or in equity, to pay any amount due and unpaid by the Recipient or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Recipient pursuant to the Agreement together with all costs incurred by NOHFC in connection therewith or to

demand the repayment of such amount from the Recipient together with all costs incurred by NOHFC in connection therewith.

ARTICLE 16
COMPLIANCE WITH AGREEMENT AND LAWS

16.1 **Compliance with Agreement.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors, subcontractors and volunteers are bound to observe the provisions of the Agreement. In all contracts relating to the Project, the Recipient shall include terms and conditions similar to and not less favourable to NOHFC than the terms and conditions of the Agreement to the extent that they are applicable to the subject of the contract.

16.2 **Compliance with Laws.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors, subcontractors and volunteers if any, at all times to comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules regulations and orders. The Recipient shall obtain, at its own expense, all permits from public authorities which may be required in connection with the performance of this Agreement.

ARTICLE 17
REPAYMENT AND SET OFF

17.1 **Debt due.** If the Recipient owes any monies, including any Funds, to NOHFC, whether or not their return or repayment has been demanded by NOHFC, such monies shall be deemed to be a debt due and owing to NOHFC by the Recipient, and the Recipient shall pay or return the amount to NOHFC immediately unless NOHFC directs otherwise.

17.2 **Interest rate.** NOHFC may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

17.3 **Set off.** If the Recipient is indebted to NOHFC under this or any other agreement between them, NOHFC shall have the right to set off the amount of such indebtedness against the amount of Funds owing to the Recipient under this Agreement and to reduce the total amount of Funds payable to the Recipient by such amount.

17.4 **Cheque payable to.** The Recipient shall pay any monies owing to NOHFC by cheque payable to the “Northern Ontario Heritage Fund Corporation” and mailed to NOHFC at the address provided in section 18.1.

ARTICLE 18
NOTICE

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

To NOHFC:	**To the Recipient:**
Northern Ontario Heritage Fund Corporation 70 Foster Drive, Suite 200 Sault Ste. Marie, Ontario P6A 6V8	City of Sault Ste. Marie 99 Foster Drive Sault Ste. Marie, Ontario P6A 5X6
Attention: Executive Director	**Attention**: Jerry Dolcetti
Fax: 705-945-6701	Fax: 705-541-7165

18.2 **Notice**. Notice shall be deemed to have been received:

(a) in the case of postage-prepaid mail, seven business days after such Notice is mailed;

(b) in the case of personal delivery, on the date such Notice is delivered to the other Party; or

(c) in the case of facsimile, one business day after such Notice is transmitted by the other Party.

18.3 **Postal disruption.** Despite subsection 18.2(a), following the occurrence and during the continuation of a postal disruption,

(a) Notice by postage-prepaid mail shall not be deemed to be received; and

(b) the Party giving Notice shall provide Notice by personal delivery or by facsimile.

ARTICLE 19
SEVERABILITY OF PROVISIONS

19.1 **Invalidity or unenforceability of any provision**. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

ARTICLE 20
WAIVER

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

ARTICLE 21
INDEPENDENT PARTIES

21.1 **Parties independent**. The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of NOHFC or any Indemnified Party and the Recipient shall not take any actions that could establish or imply such a relationship.

ARTICLE 22
ASSIGNMENT OF AGREEMENT OR FUNDS

22.1 **No assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of NOHFC which NOHFC may, in its sole discretion, provide or withhold.

22.2 **Enurement.** The Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 23
GOVERNING LAW

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

ARTICLE 24
FURTHER ASSURANCES

24.1 **Agreement into effect.** The Parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to its full extent.

ARTICLE 25
SURVIVAL

25.1 **Survival.** The provisions in Article 1; section 3.2; section 5.1; section 5.2; sections 5.3(a), (d), (e) and (g); Article 8; Article 9; Article 10; Article 11; sections 14.1, 14.2(e), (f), (g) and (i); Article 15; Article16; Article 17; Article 18; Article 21; Article 23; Article 24; Article 25; Article 26; Schedule “A”, Schedule “B” and Schedule “C” shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 26
SCHEDULES

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

(a) Schedule A – Project Description;

(b) Schedule B – Project Budget;

(c) Schedule C – Project Plan and NOHFC Claim Schedule;

(d) Schedule D – Request for Funds;

(e) Schedule E – Reports; and

(f) Schedule F – Change Request Form.

ARTICLE 27
ENTIRE AGREEMENT AND MODIFICATION OF AGREEMENT

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

27.2 **Modification of Agreement.** Subject to the exception set out below, the Agreement may only be amended by a written agreement in the Change Request Form contained in Schedule "F" and signed by the individuals who executed the Agreement on behalf of the Parties or their delegated authorities. In the event NOHFC signs a Change Request Form, this Agreement shall be amended accordingly. Amendments to the NOHFC Claim Schedule in Schedule "C" by an amount of less than $100,000.00 may be made with the prior written approval of the project officer assigned to the Project.

ARTICLE 28
BPSAA

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

ARTICLE 29
FAILURE TO COMPLY WITH OTHER AGREEMENTS

29.1 **Other Agreements**. If the Recipient:

(a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with NOHFC;

(b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

NOHFC may suspend the payment of Funds for such period as NOHFC determines appropriate.

ARTICLE 30
SIGNATURE

30.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

30.2 **Execution by Facsimile, TIFF, PDF**. Delivery of an executed copy of a signature page to this Agreement by facsimile transmission or transmitted electronically in either a Tagged Image Format File ("TIFF") or Portable Document Format ("PDF") shall be effective as delivery of a manually executed copy of this Agreement and each Party hereto undertakes to provide each

other Party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

ARTICLE 31
TIME IS OF THE ESSENCE

31.1 **Time is of the essence.** Time is of the essence in the performance of obligations under the Agreement.

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

NORTHERN ONTARIO HERITAGE FUND CORPORATION

_____ _____
Bruce Strapp Date
Executive Director

CITY OF SAULT STE. MARIE

_____ _____
Name: Date
Position:

_____ _____
Name: Date
Position:

I/We have authority to bind the Recipient.

SCHEDULE "A"

PROJECT DESCRIPTION

1. Project summary

The Recipient shall conduct project planning and preparation, an environmental assessment, Aboriginal consultation and establish a public access governance model in relation to improvements that are intended to be carried out in the future to an existing harbour complex in Sault Ste. Marie to meet increased demand for outbound and inbound goods and resource commodities for industrial users in the Sault Ste. Marie regional area.

Overall, the harbour complex planning and construction shall consist of three phases:

Phase One: Project Initialization.
Phase Two: Planning and Construction Preparation.
Phase Three: Design and Build.

The scope of the current Project shall address phases one and two. As part of the Project, the Recipient shall carry out the following activities:

Project Planning and Preparation (Phase One):

- Develop a public-private partnership framework to facilitate harbor expansion and operation;
- Prepare the initial project plan, acquire project management expertise, and provide project coordination and administration services;
- Prepare the project concept plan and engineering specifications including dock improvements, site services, specialized equipment, and dredging requirements;
- Prepare detailed cost and budget estimates for all aspects of the harbour improvement project;
- Prepare specific documents needed for project management, environmental assessment, consultation, engineering design and specifications, tendering and procurement, and port management governance;
- Complete site plans, land tenure negotiations and related legal agreements for the establishment of the Public Access Port component of the "one port" overall project;
- Consult and engage the Province of Ontario and the Government of Canada to ensure infrastructure program alignment and funding applications are prepared in accordance to guidelines;
- Consult and engage the full range of key regional industrial stakeholders that may have interests in using the Sault Ste. Marie harbour; and
- Prepare detailed engineering specifications and tenders for construction and equipment acquisition.

Complete a detailed Environmental Assessment (Phase One and Two):

- Acquire expertise in completing the environmental assessment processes;
- Consult and engage federal and provincial ministries to ensure the appropriate environmental assessment framework is established and regulatory requirements addressed; and
- Complete of all environmental assessment processes as required by regulation and legislation.

Conduct Aboriginal Consultation (Phase One and Two):

- Acquire expertise for supporting the management of Aboriginal consultation processes; and
- Consult and engage all interested Aboriginal groups that have treaty and rights and related interests in the area and the project.

Establish the public access port governance model (Phase Two):

- Acquire expertise for the analysis and design of a 'not for profit' corporate entity that would meet the needs of the management of the public access port component of the project including options for corporate structure;
- Establish the legal identity of the public access port; and
- Develop the 'business charter' and management framework for the public access port.

2. Project purpose

The purpose of the Project is to enable the planning and preparation for construction of improved facilities in the harbour complex in Sault Ste. Marie by placing the project in a "shovel ready" state. The Project is also expected to lead to the creation of 15-20 person-years of work.

3. Project location

Sault Ste. Marie, Ontario

SCHEDULE "B"

PROJECT BUDGET

1. *Project Costs Chart*

Project cost category	*Eligible Project Costs*	*Ineligible Project Costs*	*Total cost*
Project Management and Services	$990,000.00	$30,000.00 (application and proposal writing for grants)	$1,020,000.00
Engineering: Concept Design, Basic Engineering and Detailed Engineering	$2,550,000.00	$0.00	$2,550,000.00
Environmental Assessment	$1,010,000.00	$0.00	$1,010,000.00
Aboriginal Consultation	$720,000.00	$0.00	$720,000.00
TOTAL	$5,270,000.00	$30,000.00	$5,300,000.00

2. *Project Funding Chart*

Funding sources	*Financing type*	*Project cost category*	*Eligible Project Costs*	*Ineligible Project Costs*	*Total funding*
NOHFC	Conditional Contribution	Eligible Project Costs	$2,120,000.00	$0.00	$2,120,000.00
Private Sector Investors	Cash	All Project Costs	$940,000.00	$0.00	$940,000.00
FedNor	Grant	All Project Costs	$2,120,000.00	$0.00	$2,120,000.00
Recipient	Cash	All Project Costs	$90,000.00	$30,000.00	$120,000.00
		TOTAL:	$5,270,000.00	$30,000.00	$5,300,000.00
		NOHFC % of total Eligible Project Costs	40.23%		

SCHEDULE "C"

PROJECT PLAN AND NOHFC CLAIM SCHEDULE

(To be completed by the Recipient)

1. *Project Plan*

Project milestones	***Timing***	
	Start (month/ year)	***End (month/ year)***

2. *NOHFC Claim Schedule*

	Funding Year 1 (ending Mar 31/20__)				***Funding Year 2 (ending Mar 31/20__)***				
	Apr 1- Jun 30	***Jul 1- Sep 30***	***Oct 1- Dec 31***	***Jan 1- Mar 31***	***Apr 1- Jun 30***	***Jul 1- Sep 30***	***Oct 1- Dec 31***	***Jan 1- Mar 31***	***Total***
Eligible Project Costs									
NOHFC claim									

3. Project completion date: _____

SCHEDULE "D"

REQUEST FOR FUNDS FORM

Claim Number:

1. *Project Progress*

Project milestones	*% Complete*	*Comments*
TOTAL		

2. *Is this the Recipient's final request for Funds for the Project?*

☐ No
☐ Yes

3. *Request for Funds (Current Claim)*

NOHFC Funds are disbursed on a reimbursement basis. To initiate reimbursement of Eligible Project Costs by NOHFC, the Recipient shall complete the request for Funds form and submit it to NOHFC along with the following:

(a) a copy of all invoices, or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of costs incurred itemized in the *Detailed Listing of Transactions* table in section 5 of this form relating to all Eligible Projects Costs claimed in this request for Funds; and

(b) evidence of payment itemized in the *Detailed Listing of Transactions* table in section 5 of this form relating to all Eligible Project Costs claimed in this request for Funds (cancelled cheques and/or other such evidence satisfactory to NOHFC or its agents, in their sole discretion).

(Request for Funds Form continued on following pages. Please fill out all pages.)

4. *Eligible Project Costs - Claim status*

Please complete this table below in conjunction with the tables in section 5 of this form. Only the subtotals from the tables completed in section 5 should be identified in the "Total Eligible Project Costs this request" column of the table below.

Eligible Project Cost category	*Total Eligible Project Cost amount*	*Total Eligible Project Costs of all claims submitted to date (not including this request)*	*Eligible Project Costs this request*	*Balance of Eligible Project Costs remaining (after this request)*	*Table no. if applicable (from section 5 of this form)*
Project Management and Services	$990,000.00				
Engineering: Concept Design, Basic Engineering and Detailed Engineering	$2,550,000.00				
Environmental Assessment	$1,010,000.00				
Aboriginal Consultation	$720,000.00				
TOTAL	$5,270,000.00				
NOHFC Funds (40.23%)	$2,120,000.00				

Total Eligible Project Costs this request: **$ _____(A)**

NOHFC % of Eligible Project Costs **40.23%** **(B)**

Current Payment Request: $** **$ _____(C)
(A x B)

(Request for Funds Form continued on following pages. Please fill out all pages.)

5. ***Detailed Listing of Transactions for each Eligible Project Cost category***

Please complete one table for each of the Eligible Project Cost categories (in section 4 of this form) for which a claim is currently being made.

Table 1: <Eligible Project Cost category:_____ **>**

Item no.	Date of Invoice	Name of Supplier	Description of Item or Service Purchased	Invoice Number	Amount (net of all rebate(s), credit(s), or refund(s), where applicable)	Payment Reference (Cheque No.)
1						
2						
3						
				Subtotal		

Table 2: <Eligible Project Cost category: _____**>**

Item no.	Date of Invoice	Name of Supplier	Description of Item or Service Purchased	Invoice Number	Amount (net of all rebate(s), credit(s), or refund(s), where applicable)	Payment Reference (Cheque No.)
1						
2						
3						
				Subtotal		

(Request for Funds Form continued on following pages. Please fill out all pages.)

6. *Certification*

Must be completed for all requests for Funds.

On behalf of the Recipient, I certify that:

1. the costs for which reimbursement is requested in line (A) above have been incurred and actually paid for by the Recipient;
2. the costs being claimed in this form are all Eligible Project Costs only (as that term is defined in the Agreement);
3. if the costs being claimed in this form are for supplies, equipment or services, the Recipient has acquired such supplies, equipment or services through a process that promotes the best value for money;
4. the representations and warranties set forth in the Agreement are true and correct in all material respects on the date set out below;
5. no Event of Default has occurred as of the date set out below; and
6. all of the Recipient's obligations to date, as set out in the Agreement, have been satisfied.

Signature: _____

Date: _____

Name of signatory: _____

Title: _____

I/We have authority to bind the Recipient.

SCHEDULE "E"

REPORTS

REPORTS SCHEDULE

Name of Report	Due Date(s)	Format and content requirements
1. Annual Report	Each anniversary of Effective Date	Form of Annual Report in Schedule "E"
2. Final Report	Attached to final Request for Funds completed and submitted to NOHFC	Form of Final Report in Schedule "E" One paper copy of each of the documents listed below shall be attached to the Final Report: • written evidence from each of Transport Canada (Navigable Waters, Coast Guard), Department of Fisheries and Oceans, the Ontario Ministry of Environment, the Sault Ste. Marie Conservation Authority and the Ontario Ministry of Natural Resources (Upper Great Lakes Management Unit) that the improvements to the existing harbour complex in Sault Ste. Marie, Ontario planned as part of this Project may be carried out; • written evidence that all required permits, licences, approvals and authorizations to carry out the improvements to the existing harbour complex in Sault Ste. Marie, Ontario planned as part of this Project have been obtained from each of Transport Canada (Navigable Waters, Coast Guard), Department of Fisheries and Oceans, the Ontario Ministry of Environment, the Sault Ste. Marie Conservation Authority and the Ontario Ministry of Natural Resources (Upper Great Lakes Management Unit) and that all fees associated therewith have been paid; and • a copy of a fully executed agreement of purchase and sale for the harbour land and water lots from Essar Steel Algoma Inc. to either the Recipient or to the not-for-profit corporate entity that will be managing the public access port.

SCHEDULE "E" (CONT'D)

REPORTS

FORM OF ANNUAL REPORT

1. **Progress of Project:** Have the milestones/activities for this time period been completed? If so, please provide a detailed explanation of what they are and how they have been completed. If not, please provide a detailed explanation why, how this affects the Project in the future and how the Project will be brought back into compliance with the Project Plan.

2. **Financial information:** Have expenditures been in accordance with the Project Budget, the Project Plan and the NOHFC Claim Schedule? If so, please set out what the expected Eligible and Ineligible Project Costs for this time period were compare them with the actual Eligible and Ineligible Project Costs in a financial summary. If not, please provide the information requested above together with an explanation of why the expenditures do not match the expected Eligible and Ineligible Project Costs and how this may affect the Project in the future.

3. **Other performance measures:** Have the objectives of the Project been achieved to date? Please describe the economic activity that has resulted in a benefit to northern Ontario to date (number of jobs created / sustained and Project contributor funding contributions).

Signature: _____

Date: _____

Name of signatory: _____

Title: _____

I/We have authority to bind the Recipient.

SCHEDULE "E" (CONT'D)

REPORTS

FORM OF FINAL REPORT

1. **Project Completion:** Have the milestones/activities as set out in this Agreement been completed? If so, please provide a detailed explanation of what they are and how they have been completed. If not, please provide a detailed explanation why and how this affected the overall Project.

2. **Financial information:** Have expenditures been in accordance with the Project Budget, the Project Plan and the NOHFC Claim Schedule? If so, please set out what the expected Eligible and Ineligible Project Costs were and compare them with the total actual Eligible and Ineligible Project Costs in a financial summary. If not, please provide the information requested above together with an explanation of why the expenditures did not match the expected Eligible and Ineligible Project Costs and how this affected the Project.

3. **Other performance measures:** Have the objectives of the Project as set out in this Agreement been achieved? Please describe the economic activity that has resulted in a benefit to northern Ontario (actual number of jobs created / sustained and final Project contributor funding contributions). If the Project objectives were not achieved, please explain.

Signature: _____

Date: _____

Name of signatory: _____

Title: _____

I/We have authority to bind the Recipient.

SCHEDULE "F"

CHANGE REQUEST FORM

Please complete all appropriate sections (to be completed by Recipient)

1. ☐ ***Amendment to NOHFC Claim Schedule***
(For a requested amendment of $100,000.00 or more in any Quarter)

Indicate previous NOHFC Claim Schedule and the requested amended NOHFC Claim Schedule. Insert additional years, if required and provide the reasons for the requested amendment in the box below.

	Funding Year 1 (ending Mar 31/20__)				
	Apr 1- Jun 30	***Jul 1- Sep 30***	***Oct 1- Dec 31***	***Jan 1- Mar 31***	***Total***
Previous					
New					

	Funding Year 2 (ending Mar 31/20__)				
	Apr 1- Jun 30	***Jul 1- Sep 30***	***Oct 1- Dec 31***	***Jan 1- Mar 31***	***Total***
Previous					
New					

Reasons for requested amendment to NOHFC Claim Schedule:

2. ☐ ***Changes in Project Plan***
(Complete where the Project milestones or their timing changes)

Indicate previous Project milestones and timing, the requested amended milestones and/or timing and reasons for the requested amendment in the box below.

Project milestones		***Timing***			
		Start (month/ year)		***End (month/ year)***	
Previous	New	Previous	New	Previous	New

(Change Request Form continued on following page – please fill out all pages)

Reasons for requested amendment to the Project Plan:

3. ☐ ***Amendment to Project completion date***
(Complete where an amendment to the Project completion date is requested.)

Indicate the previous Project completion date, the requested Project completion date and provide reasons for the requested amendment in the box below.

Current Project completion date: _____

Requested Project completion date: _____

Reasons for requested amendment to Project completion date:

4. ☐ ***Transfer of costs between Project Cost Categories***

Indicate the requested transfer of amounts between cost categories set out in the Project Costs Chart (or in most recent Change Request Form agreed to by NOHFC) and provide reasons for the requested amendment in the box below.

Project Cost Category	***Total Project Costs***	
	PREV.	**NEW**
TOTAL		

Reasons for requested transfer of amounts between Project cost categories:

(Change Request Form continued on following page – please fill out all pages)

5. ☐ ***Other amendments to the Agreement***

Indicate other amendment(s) being requested and the reasons for the requested amendment(s):

6. ***Acknowledgement***

The Recipient hereby requests the aforementioned amendment(s) to the Agreement and certifies that the information provided to support the request is accurate. The Agreement is accordingly amended upon execution of this form by NOHFC. All other terms and conditions of the Agreement remain in full force and effect.

CITY OF SAULT STE. MARIE

_____ Date:_____

Print Name:

Position:

I/We have authority to bind the Recipient.

NORTHERN ONTARIO HERITAGE FUND CORPORATION

_____ Date:_____

Name:

Position:

For internal use only

Indicate whether you support the Recipient's reasons for the requested amendment(s): ☐ Yes ☐ No

Project Officer's signature: _____ Date: _____

Comments:

Recommended by Area Team Manager: ☐ Yes ☐ No

Manager's signature: _____ Date: _____

Comments:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-224

AGREEMENT: (AG144) A by-law to authorize an agreement between the City and the Algoma Amateur Radio Club to permit the installation of a seventy-two foot radio tower and antennae at the southern end of the City's Emergency Operations Centre Building located at 65 Old Garden River 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 DOCUMENTS**

The Mayor and the Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to a an agreement in the form of Schedule "A" hereto dated the 29th day of September, 2014 between the City and the Algoma Amateur Radio Club to permit the installation of a seventy-two foot radio tower and antennae at the southern end of the City's Emergency Operations Centre Building located at 65 Old Garden River Road.

2. **SCHEDULE "A"**

Schedule "A" hereto forms a 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 29th day of September, 2014.

_____

MAYOR – DEBBIE AMAROSO

_____

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Staff/By-laws/2014/2014-224 Agr AARC

Schedule "A"

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE AGREEMENT made in duplicate this 29th 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 AMATEUR RADIO CLUB

(herein referred to as the "AARC")

WHEREAS the City is the registered owner of the lands and premises municipally known as the "Emergency Operations Centre", located at 65 Old Garden River Road, Sault Ste. Marie, Ontario ("Subject Site");

AND WHEREAS AARC provides communication back-up to the City in the event of a community emergency as part of the City's Emergency Response Plan;

AND WHEREAS AARC desires to use a portion of the Subject Site for the installation of a 75 foot radio tower and antennae (the "Structures") to facilitate the deployment of a digital radio network which shall be integral to the AARC's communication back-up system;

AND WHEREAS the City is prepared to grant permission to AARC to install the Structures on the Subject Site at the locations identified and marked on the Site Plan appended as Schedule "A" to this Licence Agreement (the "Licenced Area"), 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 AARC the right to occupy the Licenced Area for a period of three (3) years, commencing October 1, 2014 and ending on September 30, 2017 (the "Term"). Thereafter, this Agreement shall automatically renew on a year to year basis (the "Renewal Term") unless either party gives notice of its intention to terminate this Licence Agreement sixty (60) days prior to the expiry of the Term or the Renewal Term. as applicable.

2. The Licenced Area shall only be used for the installation and ongoing presence of the Structures. AARC shall not use or permit the Licenced Area to be used for any purpose other than the purpose set out herein.

3. AARC acknowledges and agrees that this Licence Agreement is subject to the conditions set out in Schedule "B" attached.

4. AARC 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 AARC to:

Brent MacMillan
President
Algoma Amateur Radio Club
Email: ve3otl@sympatico.ca

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. The parties hereto agree that paragraphs 1-4 inclusive and, 6-9 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.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED)

DATE: _____

ALGOMA AMATEUR RADIO CLUB

_____

NAME: BRENT MACMILLAN
TITLE: PRESIDENT

I HAVE THE AUTHORITY TO BIND ALGOMA AMATEUR RADIO CLUB

DATE: _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

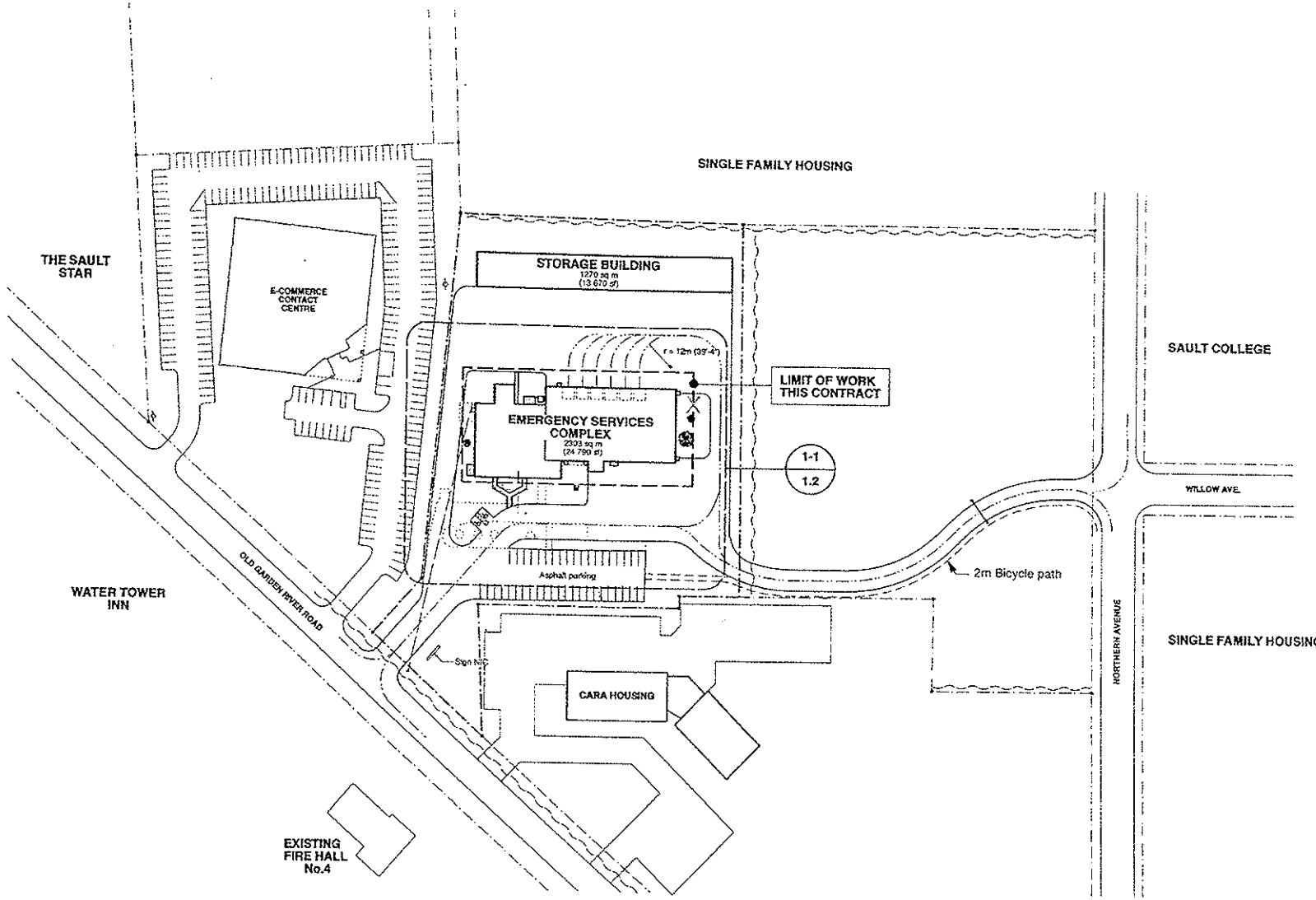
_____

MAYOR – DEBBIE AMAROSO

_____

CITY CLERK – MALCOLM WHITE

WE HAVE THE AUTHORITY TO BIND THE CORPORATION



SITE PLAN - GENERAL ARRANGEMENT

Scale: 1:1500

CaughillConsulting

EMERGENCY SERVICES COMPLEX
65 OLD GARDEN RIVER ROAD
SAULT STE. MARIE, ONTARIO

SITE PLAN - GENERAL ARRANGEMENT

SCALE 1:1500 | DATE May 2007 | DRAWN TB | REFERENCE 02024 | REVISION | SHEET 1.1

PROJECT NORTH

9CINRBQN
3096972980

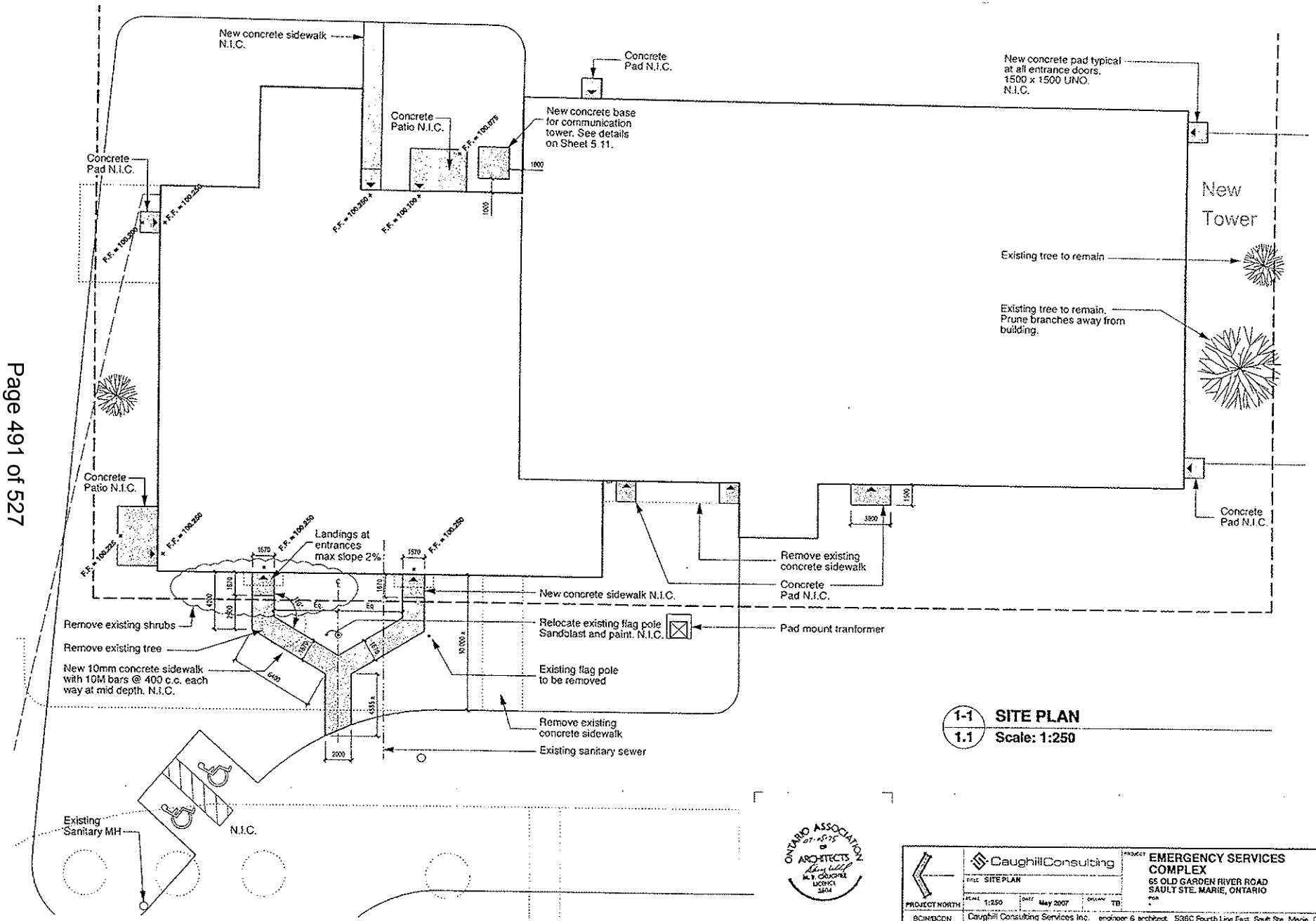
Caughill Consulting Services Inc. engineer & architect 536C Fourth Line East Sault Ste. Marie, Ontario P6A 5K8

Contractor is to verify all dimensions on site.

Copyright of these drawings is vested in Caughill Consulting Services Inc.

9CIN 22358

Schedule "A"



1-1 / 1.1 SITE PLAN
Scale: 1:250

ONTARIO ASSOCIATION OF ARCHITECTS
M.B. CAUGHILL LICENCE 3604

BCIN 22358

CaughillConsulting	PROJECT: EMERGENCY SERVICES COMPLEX 65 OLD GARDEN RIVER ROAD SAULT STE. MARIE, ONTARIO	REFERENCE: 02024
TITLE: SITE PLAN		REVISION:
PROJECT NORTH	SCALE: 1:250 DATE: May 2007 DRAWN: TB PGR:	SHEET: 1.2
BCIN/OCDN: 30989/2980	Caughill Consulting Services Inc. engineer & architect 536C Fourth Line East, Sault Ste. Marie, Ontario P6A 5K8	
	Contractor is to verify all dimensions on site.	Copyright of these drawings is vested in Caughill Consulting Services Inc.

Schedule "A"

SCHEDULE "B" TO LICENCE AGREEMENT

The parties hereto acknowledge and agree that this Licence is subject to the following conditions:

1. AARC shall be permitted to use the Licenced Area for the installation of the Structures. The precise location of the Structures shall be determined jointly by the City and AARC at the Subject Site prior to any construction.

2. At no time shall the City be responsible for constructing, transporting, setting up, installing, operating, maintaining, inspecting or otherwise dealing with the Structures or any other matters related directly or indirectly thereto. AARC shall be responsible for all costs, expenses and liabilities related to the construction, transportation, set up, installation, operation, maintenance, and inspection of the Structures and any other matters related directly or indirectly thereto. AARC shall fully 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 from the Structures and any matters related directly or indirectly thereto.

3. AARC confirms 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 AARC. AARC acknowledges that it has carried out an inspection of the Subject Site and 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. AARC shall have full responsibility, at its own expense, to ensure that it has obtained all necessary approvals, permits and locates and further, completed all such plans, assessments, proposals, studies that are necessary, if any, for the installation and ongoing presence, use and operation of the Structures. Prior to any excavation of the Licenced Area, AARC shall obtain all necessary locates and advise the City. AARC 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 AARC of such approvals, permits, locates, plans, assessments, proposals, and studies.

5. AARC shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Structures and 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 AARC with such Laws, By-Laws, Rules and Regulations.

6. AARC 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 Structures, the intent being that the City shall be at no risk or expense to which it would not have been put had the Structures not been placed on City property.

7. AARC agrees to defend, indemnify and save harmless the City and their respective councilors, officials, officers, directors, employees, consultants, agents, successors, contractors and assigns, or any of them, from any actions, causes of actions, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings (including without limitation those

relating to environmental, product liability, work place safety and insurance compensation, personal injury, property damage, occupational health and safety matters) made or brought against or suffered by or imposed upon all or any of them or their respective property in respect of any loss or damage to property, personal injury or death or any other losses of any nature or other relief to any person or property directly or indirectly arising out of or resulting from or sustained by reason of any act, error, default, failure, fault, neglect, negligence, omission or wrong doing of AARC, its directors, officers, employees, consultants, subcontractors, agents, users, customers, or other persons for which it is responsible in law or any of them including but not limited to the construction, transportation, set up, installation, operation, maintenance, and inspection of the Structures or any other activities related directly or indirectly to the Structures or otherwise arising out of or connected with this Agreement.

8. 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 Licenced Area, such that removal of any portion or the entirety of the Structures is required, AARC shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Structures to its condition prior to such access by the City and/or emergency personnel.

9. AARC and any contractor(s) or subcontractor(s) employed by them to complete any work at the Subject Site shall comply with all requirements of the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1 and its regulations; including, but not limited to, providing proof of compliance with WSIB requirements (maintain current WSIB Clearance Certificate on file with the City for the duration of the onsite work), providing proof of Commercial General Liability Insurance (minimum of Two Million ($2,000,000.00) Dollars per occurrence) for the duration of the onsite work; and compliance with the City's Contractor Qualification Policy. AARC shall ensure that the requirements as set out herein apply to any subcontractors employed by AARC.

10. AARC shall be responsible, at its sole liability and expense, to complete all maintenance and upkeep of the Structures. AARC agrees to maintain the Licenced Area in a manner that is consistent with the overall character of the remainder of the Subject Site and to the satisfaction and direction of the City, in the City's sole discretion. AARC further acknowledges and agrees that its construction, use, operation, maintenance and inspections of the Structures shall not interfere with the use and maintenance of the remainder of the Subject Site.

11. At the termination of this Licence Agreement, AARC shall promptly remove the Structures, 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 promptly by AARC, which determination shall be made by the City in its sole discretion, 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 AARC. The parties further acknowledge and agree that the City shall in no way be responsible or liable for any property damage to the Structures or matters related to the use and operation of the Structures.

12. AARC shall keep in force during the term of this Licence Agreement, 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 ($2,000,000.00) 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 any matters related to the construction of the Structures commences and on a yearly basis thereafter at the request of the City.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-225

AGREEMENT: (E2.3) A by-law to authorize the execution of an agreement between the City and George Stone and Sons Ltd. for the rehabilitation and repair of Bridge No. 32 on Base Line, Sault Ste. Marie.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement between the City and George Stone and Sons Ltd. a copy of which is attached as Schedule “A” hereto. This agreement is for the rehabilitation and repair of Bridge No. 32 on Base Line, Sault Ste. Marie.

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 29th day of September, 2014.

_____

MAYOR - DEBBIE AMAROSO

_____

DEPUTY CITY CLERK – RACHEL TYCZINSKI

cf LEGAL\STAFF\BYLAWS\2014\2014-225 agreement George Stone and Sons

CORPORATION OF THE CITY OF SAULT STE. MARIE

MUNICIPAL BRIDGES No.30 & No.32

FORM OF AGREEMENT

This Agreement made (in triplicate) this **29rd** day of **September** in the year **2014** by and between

George Stone and Sons Ltd. hereinafter called the "Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

REHABILITATION OF BASE LINE BRIDGE AND WELLINGTON STREET UNDERPASS (MUNICIPAL BRIDGE NO.S 30 AND 32)

which have been signed in triplicate by both parties and which were prepared under the supervision Jerry Dolcetti, R.P.P., Commissioner of Engineering and Planning, acting as and herein entitled, the Engineer.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions and the Drawings.

3. The Contractor will complete all the work to the entire satisfaction of the Engineer within the period of time specified.

4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.

5. The Corporation shall pay the Contractor for work that is ordered in writing by the Engineer and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.

6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.

7. All communications in writing between the Corporation, the Contractor and the Engineer shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

THE CORPORATION:
The Corporation of the City of Sault Ste. Marie
P.O. Box 580
Civic Centre
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

THE CONTRACTOR:
George Stone and Sons Ltd.
1111 Great Northern Road
Sault Ste. Marie, Ontario
P6A 5K7
Facsimile (705) 256-6478

THE ENGINEER:
Mr. Jerry Dolcetti, R.P.P.
Commissioner
Engineering & Planning
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 4N1
Facsimile (705) 541-7165

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____
MAYOR – DEBBIE AMAROSO

(seal)

_____
CITY CLERK – MALCOLM WHITE

THE CONTRACTOR

_____
COMPANY NAME

(seal)

_____
SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-226

AGREEMENT: (AG114) A by-law to authorize a Licence to Occupy City Property Agreement between the City and the Algoma Arts Festival Association to facilitate the Algoma Fall Festival “Nuit Blanche” event of October 4, 2014.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to a Licence to Occupy City Property Agreement in the form of Schedule "A" hereto dated the 29th day of September, 2014 between the City and the Algoma Arts Festival Association to facilitate the Algoma Fall Festival “Nuit Blanche” event of October 4, 2014.

2. **SCHEDULE "A"**

Schedule "A" hereto forms a 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 29th day of September, 2014.

_____

MAYOR – DEBBIE AMAROSO

_____

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Staff/By-laws/2014/2014-226 Agr Nuit Blanche

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this 29th 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 ARTS FESTIVAL ASSOCIATION

(herein referred to as the "Licencee")

WHEREAS the Licencee is organizing the Nuit Blanche Event for the City of Sault Ste. Marie on October 4, 2014;

AND WHEREAS the Licencee has requested permission from the City to utilize specific City Property for the Nuit Blanche Event;

AND WHEREAS the City is prepared to grant to the Licencee the right to occupy the City Property described in Schedule "A" to this Licence Agreement (the "Licenced Area"), 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 Licencee the right to occupy the Licenced Area on October 4, 2014 commencing at 4:00 p.m. and ending at 1:00 a.m. on October 5, 2014.

2. The Licencee acknowledges and agrees that it shall only use the Licenced Area to complete the programming described in Schedule "B" to this Licence Agreement.

3. The Licencee acknowledges and agrees that this Licence Agreement is subject to the conditions set out in Schedule "B" attached.

4. The Licencee 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 the Licencee to:

Donna Hilsinger
President
Algoma Arts Festival Association
Email: dhilsinger@watertowerinn.com

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. The parties hereto agree that paragraphs 1-4 inclusive and, 6-9 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.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED)

DATE: _____

ALGOMA ARTS FESTIVAL ASSOCIATION

_____

NAME: DONNA HILSINGER
Title: PRESIDENT
I HAVE THE AUTHORITY TO BIND ALGOMA ARTS FESTIVAL ASSOCIATION

DATE: _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

_____

MAYOR – DEBBIE AMAROSO

_____

CITY CLERK – MALCOLM WHITE

WE HAVE THE AUTHORITY TO BIND THE CORPORATION

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, referred to collectively as the "Licenced Area" in this Agreement:

1. **Hub Trail by the Art Gallery of Algoma**

   The Licencee is hereby permitted to utilize the Hub Trail immediately adjacent to the Art Gallery of Algoma as the commencement point for the Nuit Blanche Event for participants to view a colourful light display on the fountain in the St. Mary's River. No structures, accessory items, artwork or any other programming shall occur at this location. This use of the Hub Trail is non-exclusive to the Licencee and the Licencee acknowledges that the Hub Trail will be open to all the public in its usual manner.

2. **Clergue Park**

   The Licencee is hereby permitted to occupy Clergue Park for *"The Gathering"*, the final destination for the Nuit Blanche Event. The Licencee shall be permitted to place a screened-in Chiminea at Clergue Park in accordance with the requirements set out in Schedule "B" to this Agreement. Participants can gather to discuss the Nuit Blanche Event. One or two food trucks may also be present at Clergue Park.

The programming described above is referred to as the "Programming" in this Agreement.

SCHEDULE "B" TO
LICENCE TO OCCUPY CITY PROPERTY

This Licence is subject to the following conditions:

1. The City hereby grants the Licencee permission to conduct the Programming set out in Schedule "A" to this Agreement as part of the Nuit Blanche Event (the "Event"), subject to the following time schedules:

   (a) between the hours of 4:00 p.m. and 7:00 p.m. on October 4, 2014, the Licencee shall set up the Programming in the Licenced Area;

   (b) between the hours of 7:00 p.m. on October 4, 2014 and 12:00 a.m. on October 5, 2014, the Licencee shall conduct the Programming in the Licenced Area; and

   (c) between the hours of 12:00 a.m. on October 5, 2014 and 1:00 a.m. on October 5, 2014, the Licencee shall complete the removal of all Programming and other items related directly or indirectly from the Event and Programming from the Licenced Area at the Licencee's sole liability and expense.

2. The Licencee 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. Prior to the commencement of the Event, the Licencee 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 alternative, the Licencee shall provide written confirmation by facsimile or email from Algoma Public Health that no permits are required for this Event. In the event that the confirmation required herein has not been received by the City by September 30, 2014, the Licencee acknowledges and agrees that the Programming shall not proceed on October 4, 2014 with respect to the food component 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

3. The Licencee shall not erect any structures, buildings, accessory items, or artwork or conduct any other programming in the Licenced Area unless expressly set out and approved by the City in writing in advance of the Event. The Licencee shall not use or permit the use of the Licenced Area for any purpose other than the purpose set out herein, namely only that Programming or components thereof that have complied with the terms and conditions of this Agreement.

4. With respect to the Programming at Clergue Park, the Licencee shall obtain the requisite permit(s) from the City's Fire Department prior to any Programming occurring at Clergue Park. The Licencee further acknowledges and agrees to comply with the following conditions made by the City's Fire Department in respect of such permit:

   (a) The Licencee shall locate the burning unit, namely the Chiminea, ensuring a five (5) meter clearance to any nearby combustibles, including overhanging trees;

(b) The Licencee shall designate and identify a person who shall be responsible for the Chiminea and who shall tend the Chiminea unit at all times;

(c) The Licencee agrees and shall ensure that the designated individual shall be responsible for the safety of all gathering people around the Chiminea;

(d) The Licencee shall ensure that only clean, dry wood is used for burning. No petroleum products or garbage/refuse shall be used for the burning;

(e) The Licencee shall provide onsite at Clergue Park a minimum of 2 – 3A10BC Portable Extinguishers, or such other number as required by the City Fire Department Inspector, which shall be ready for use if required;

(f) The Licencee shall ensure that the designated person responsible for the Chiminea shall have knowledge and be trained in portable extinguisher use;

(g) The Licencee shall ensure that excessive smoke is not created that may bother neighbouring properties and / or visually impair any traffic flow;

(h) The Licencee acknowledges and agrees that no burning shall occur under high wind conditions;

(i) The Licencee shall ensure that this fire is fully extinguished by 12:00 a.m. on October 5, 2014; and

(j) On or before October 1, 2014, the Licencee shall contact Fire Services Inspector,Carlo Provenzano at (705)949-3377 or by email at c.provenzano@cityssm.on.ca to arrange for an onsite inspection at Clergue Park to occur on October 3rd, 2014 to determine the proper location for the Chiminea. Further, on or before October 1, 2014, the Licencee shall provide Inspector Carlo Provenzano with photographs and the dimensions of the Chiminea and also provide Inspector Carlo Provenzano with the opportunity to conduct an inspection of the Chiminea itself. The Licencee shall ensure that the relevant Event organizers and the designated individual responsible for the Chiminea are present on site to meet with Inspector Carlo Provenzano for the inspection on October 3, 2014. Inspector Carlo Provenzano shall determine the proper location of the Chiminea. The Licencee undertakes to comply with Insp. Provenzano's requirements regarding the proper location of the Chiminea and any further requirements identified by the Inspector Provenzano.

5. In the event that the Licencee fails to comply with any of the conditions set in in Section 4 above, the Licencee acknowledges and agrees that the Event Programming as it pertains to Clergue Park shall not proceed and this Licence is hereby terminated as it pertains to Clergue Park.

6. The Licencee acknowledges and agrees that the use of the Hub Trail as set out in Schedule "A" hereto is non-exclusive to the Licencee and the Hub Trail will be open to all the public in its usual manner. The Licencee shall ensure that the Event and Programming at this portion of the Licenced Area does not interfere with or interrupt the normal use of the Hub Trail.

7. At no time shall the City be responsible for setting up, operating, maintaining, removing or otherwise dealing with any matters related to the Programming and/or the Event. The Licencee shall be responsible for all work, costs, expenses and liabilities relating to the setup, operation, presence, maintenance and removal of any matters related directly or indirectly to the Programming and/or the Event. The Licencees shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the Programming and the Event.

8. All matters related to the Programming and the Event are the responsibility of the Licencee. At no time shall the City be responsible for any matters related directly or indirectly to the Programming

and/or the Event. Further, at no time shall the City be responsible for any matters related to the Event that occurs outside of the Licenced Area. The Licencee acknowledges and agrees that to fully 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 on the Licenced Area or outside of the Licenced Area.

9. The Licencee represents and warrants that the Event shall also involve the display of various forms of art at locations outside of the Licenced Area, not involving any City Property. The Licencee shall be responsible for all activities, costs, expenses and liabilities related to same and further acknowledges and agrees that at no time shall the City be responsible for any matters, costs, expenses and liabilities related directly or indirectly to same. The Licencee hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and the Licencee further agrees that the City, including elected officials, officers, employees, agents and contractors shall not be liable to the Licencee or to anyone for whom the Licencee may be in law responsible for any loss of or damage to property including the artwork, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the Licencee or any of the Licencee's agents, employees, contractors and volunteers in relation to or in connection with the Event. Furthermore, the Licencee shall indemnify and save the City harmless, including the City's elected officials, officers, employees, agents and contractors from and against any loss, cost (including without restriction legal costs on a substantial indemnity basis) and expense incurred by the City because of any demand, action or claim brought against the City as a result of any loss of or damage to property including the artwork, personal injury or death, or any other losses or damages, both direct or indirect including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with this Agreement.

10. The Licencee 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 Licencee with such Laws, By-Laws, Rules and Regulations.

11. The Licencee shall obtain and 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 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 regarding such taxes, permits, licences or assessments.

12. The Licencee 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.

13. The Licencee acknowledges that is has reviewed the City's Noise By-laws. The Licencee shall take all necessary steps to ensure that all Programming and the Event itself shall comply with the requirements of the City's Noise By-laws.

13. The Licencee 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.

14. 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 Licenced Area such that removal of any portion or the entirety of the Event and/or the Programming is required, the Licencee 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.

15. The Event shall terminate at 1:00 a.m. on October 5, 2014. The Licencee shall promptly remove the Event and the Programming, and any matters related directly or indirectly thereto from the Licenced Area and complete all necessary cleanup activities at their sole cost and liability by the hour of 1:00 a.m. on October 5, 2014 and leave the Licenced Area in a condition satisfactory to the City. If the required cleanup activities are not completed by the Licencee by 1:00 a.m. on October 5, 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 Licencee. In the event that the Licencee cannot remove the Chiminea from Clergue Park prior to 1:00 a.m. on October 5, 2014, the Licencee undertakes to comply with any further requirements identified by the City at their sole cost and liability. Further, the parties hereto acknowledge and agree that this Agreement and the indemnities and liabilities as set out in this Agreement shall continue until such time as the Chiminea is removed from the Licenced Area.

16. The Licencee 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 to the satisfaction of the City shall be filed with the Legal Department of the City of Sault Ste. Marie on or before September 30, 2014.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-227

AGREEMENT: (AG) A by-law to authorize an Acquisition of Parkland Agreement between the City and TVM Sault Inc. for the re-development of lands formerly known as the General and Plummer Hospital sites, known civically as 941 and 969 Queen Street East.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to an Acquisition of Parkland Agreement in the form of Schedule "A" hereto dated the 29th day of September, 2014 between the City and TVM Sault Inc. for the re-development of lands formerly known as the General and Plummer Hospital sites, known civically as 941 and 969 Queen Street East.

2. **SCHEDULE "A"**

Schedule "A" hereto forms a 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 29th day of September, 2014.

_____

MAYOR – DEBBIE AMAROSO

_____

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Staff/By-laws/2014/2014-227 Agr TVM Sault

Acquisition of Parkland Agreement

This Agreement made this 29TH day of September 2014,

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter referred to as the "City")

– and –

TVM SAULT INC.
(hereinafter referred to as "TVM")

WHEREAS TVM Sault Inc. is the registered owner of the lands and premises formerly known as the General & Plummer Hospital Sites, specifically 941 and 969 Queen Street East, Sault Ste. Marie, Ontario ("TVM Lands");

AND WHEREAS TVM has commenced the implementation of a development strategy for the TVM Lands, which shall consist of multiple phases of development, with each phase involving severance applications at different periods of time during the redevelopment of the TVM Lands;

AND WHEREAS TVM acknowledges that it is required to make either a Parkland Donation or Cash-in-Lieu payment in respect of each severance application;

AND WHEREAS TVM has determined that it shall make a Parkland Donation for each severance application made in the redevelopment of the TVM Lands;

AND WHEREAS TVM has proposed to the City that it make a one-time Parkland Donation representing all Parkland that it would be required to donate to the City as part of any and all Parkland Dedications/Donations required for the entire redevelopment of the TVM Lands;

AND WHEREAS the City and TVM have calculated the Parkland Donation requirements based on the redevelopment of the entirety of the TVM Lands, and TVM is prepared to donate the Parkland so determined by the City;

AND WHEREAS the City is prepared to accept the one-time Parkland Donation representing all Parkland that TVM would be required to donate to the City as part of any and all Parkland Dedications/Donations required for the entire redevelopment of the TVM Lands, subject to the terms and conditions set out herein;

NOW THEREFORE in consideration of the promises, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1.0 PARKLAND DONATION

1.1 TVM hereby agrees to forthwith transfer to the City in accordance with Section 3.0 of this Agreement, the lands identified and marked as the "6 m WIDE HUB TRAIL ADDITION" and "OPEN GREEN SPACE ADDITION" on the map attached as Schedule "A" to this Agreement (the "Parkland Donation Lands").

1.2 The parties hereto acknowledge and agree that the transfer of the Parkland Donation Lands from TVM to the City shall represent a one-time Parkland Donation by TVM to the City of all Parkland Dedications/Donations that TVM would be required to make for the entire redevelopment of the TVM Lands.

1.3 The parties further acknowledge and agree that the City and TVM have calculated the Parkland Donation requirements based on the redevelopment of the entirety of the TVM Lands. The parties acknowledge and agree that TVM's donation of the Parkland Donation Lands shall satisfy any and all requirements for Parkland Dedication/Donation or Cash-in-Lieu for the entire redevelopment of the TVM Lands.

1.4 Upon completion of the transfer of the Parkland Donation Lands from TVM to the City in accordance with Section 3.0 of this Agreement, the parties hereto acknowledge and agree that TVM shall be released from any further requirements under the Parkland Dedication/Donation or Cash-in-Lieu requirements for the entire redevelopment of the TVM Lands.

1.5 TVM acknowledges and agrees that in the event that TVM does not proceed with the redevelopment of the TVM Lands or any further severance applications for the TVM Lands, that the transfer of the Parkland Donation Lands from TVM to the City as set out in Section 3.0 in this Agreement shall nevertheless proceed and be final in all respects. In this regard, TVM further acknowledges and agrees that at no time shall TVM request the return of the entirety or a portion of the Parkland Donation Lands from the City nor shall the City be obligated to transfer a portion or the entirety of the Parkland Donation Lands to TVM.

2.0 PERMISSION TO ENTER

2.1 Immediately upon execution of this Agreement and prior to the completion of the transfer of the Parkland Donation Lands as contemplated in Section 3.0 herein, TVM hereby grants to the City and its employees, servants, agents, consultants, contractors, subcontractors and assigns permission to enter onto the Parkland Donation Lands and the TVM Lands at and

near the Parkland Donation Lands to complete a Reference Plan of the Parkland Donation Lands.

2.2 TVM acknowledges that the City intends to redevelop the Hub Trail that abuts the Parkland Donation Lands. Immediately upon execution of this Agreement and prior to the completion of the transfer of the Parkland Donation Lands as contemplated in Section 3.0 herein, TVM further grants to the City and its employees, servants, agents, consultants, contractors, subcontractors and assigns permission to enter onto the Parkland Donation Lands and the TVM Lands at and near the Parkland Donation Lands to commence the redevelopment of the Hub Trail. The City shall complete the redevelopment of the Parkland Donation Lands within two (2) years following the execution of this Agreement.

2.3 While exercising its right of entry onto the Parkland Donation Lands, the City shall not do or cause to be done any action which would damage, waste, disfigure, or injure the TVM Lands abutting the Parkland Donation Lands or any other of the TVM Lands. In the event that the City damages the TVM Lands, the City hereby agrees to immediately repair same at the City's sole expense.

3.0 FORMALIZING THE TRANSFER

3.1 The City shall forthwith arrange for a draft Reference Plan of the Parkland Donation Lands at its sole cost and expense. The draft Reference Plan shall denote the Parkland Donation Lands as same are set out in Schedule "A" hereto. The City shall thereafter provide TVM with a copy of the draft Reference Plan for approval by TVM. TVM shall approve the draft Reference Plan as long as the draft Reference Plan denotes the Parkland Donation Lands in accordance with Schedule "A" hereto.

3.2 Following TVM's notification of its approval of the draft Reference Plan, the City shall cause to have registered the approved draft Reference Plan on title to the Parkland Donation Lands.

3.3 Following completion of matters set out in Sections 3.1 and 3.2 above, TVM undertakes to forthwith transfer the Parkland Donation Lands to the City without cost or liability to the City, and free and clear from any and all encumbrances. To facilitate same, the City shall prepare the Transfer/Deed of Land for the Parkland Donation Lands. The parties hereto acknowledge and agree to complete any and all necessary paperwork to facilitate the transfer of the TVM Lands to from TVM to the City.

3.4 The parties hereto acknowledge and agree that the closing date for the transfer of the Parkland Donation Lands from TVM to the City shall be as soon as practicable following

the registration of the draft Reference Plan as set out in Section 3.2 above. The parties hereto further acknowledge and agree that the Parkland Donation Lands are being donated by TVM to the City to satisfy the severance requirements. The Transfer/Deed of Land shall therefore denote the consideration as One ($1.00 CDN) Dollar.

3.5 The City shall be responsible for the payment of the expenses related to the Reference Plan and Transfer, which the parties hereto agree shall consist of the costs of one (1) Reference Plan and the registration of one (1) Reference Plan and one (1) Transfer. The City shall be not be responsible for any other costs related directly or indirectly to the acquisition of the Parkland Donation Lands.

4.0 NOTICE

4.1 Any notice required or permitted to be given under this Agreement shall be in writing and may be given by delivering or mailing the notice to:

In the case of the City:

The Corporation of the City of Sault Ste. Marie
Attention: Assistant City Solicitor
Legal Department
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, Ontario P6A 5N1

In the case of the TVM:

TVM Sault Inc.
Attention: Amit Sofer, President
112-801 Eglinton Avenue West
Toronto, Ontario M5N 1E3

or to such other address as either Party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the fourth (4th) business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the first (1st) day next following the date of faxing. If the notice is sent electronically via e-mail, the notice shall be deemed to be received on the same day the notice is e-mailed.

5.0 GENERAL

5.1 This Agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The parties hereto attorn to the jurisdiction of the Courts of Ontario. This Agreement shall be treated in all respects as an Ontario contract.

5.2 Time shall, in all respects, be of the essence of this Agreement, provided that the time for doing or completing any matter provided for in this Agreement may be extended or abridged by an agreement, in writing, signed by both parties or by an agreement between their respective solicitors who are hereby expressly authorized in this regard.

5.3 Whenever the singular is used in this Agreement, it includes the plural and whenever the masculine gender is used in this Agreement it includes the feminine gender if the context so requires.

5.4 The recitals and Schedule "A" attached hereto form part of this Agreement.

5.5 Until such time as the Parkland Donation Lands is transferred from TVM to the City in accordance with Section 3 of this Agreement, TVM shall not assign, transfer or make any other disposition of this Agreement or of the rights conferred thereby, without the prior written consent of the City. The parties hereto acknowledge and agree that following the transfer of the Parkland Donation Lands from TVM to the City, this Agreement shall be binding upon, and shall enure to the benefit of, the City and TVM and their respective successors and assigns.

5.6 This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. The Parties agree that this Agreement may be transmitted by facsimile transmission and that if signed by all Parties such transmission will constitute a legally binding agreement.

6.0 ENTIRE AGREEMENT

6.1 This Agreement and Schedules appended hereto contains the entire agreement between the Parties hereto with respect the Parkland Donation Lands and there are no prior representations, either oral or written, between them other than those set forth in this Agreement. This Agreement supersedes and revokes all previous negotiations, arrangements, representations and information conveyed, whether oral or written, between the Parties hereto. The parties acknowledge and agree that they have not relied upon any

statements, representations, agreements or warranties except such as are expressly set out in this Agreement.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement this day of 2014.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: _____
Mayor – Debbie Amaroso

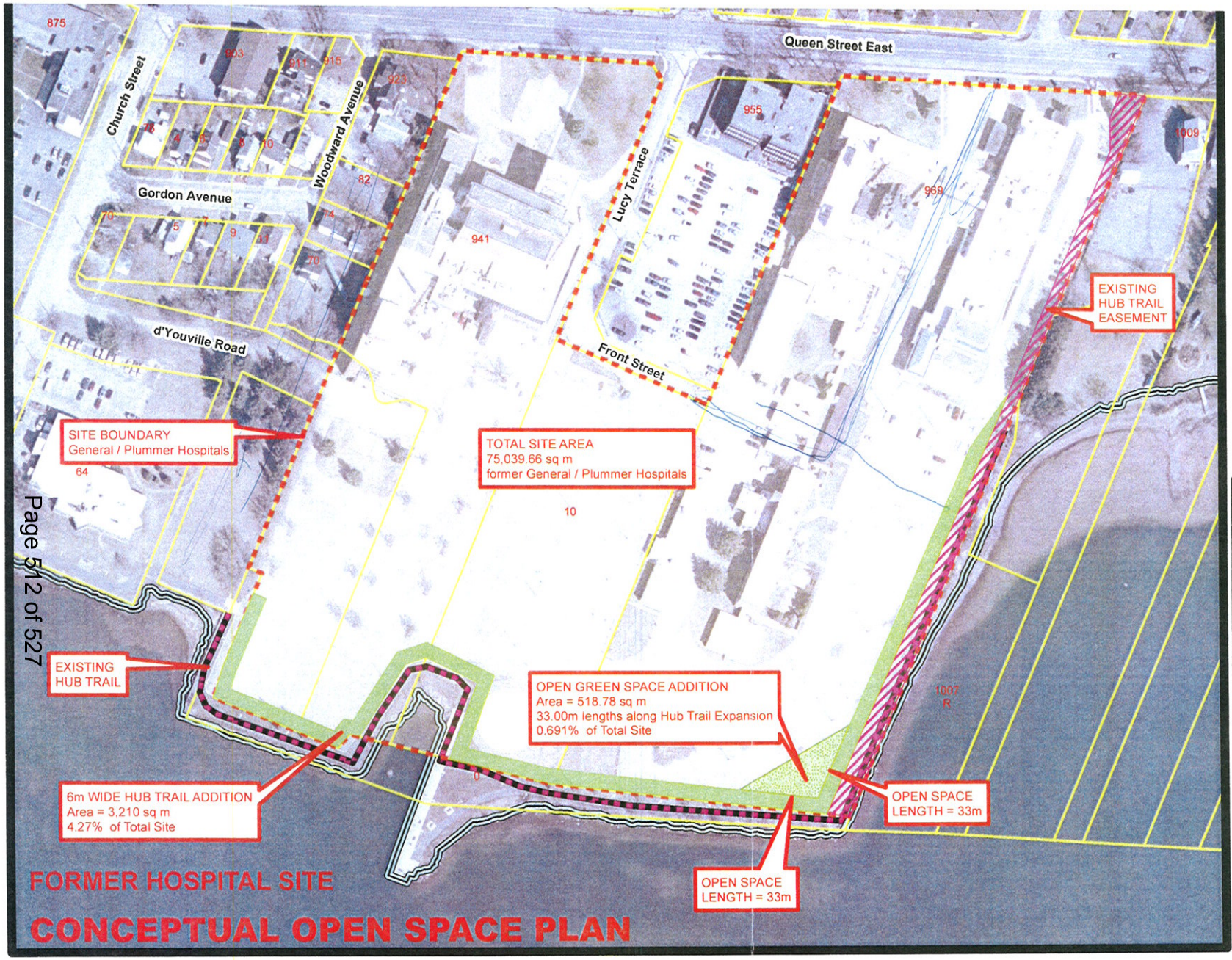
Per: _____
City Clerk – Malcolm White

I/We have authority to bind the Corporation

TVM SAULT INC.

Per: _____
President – Amit Sofer

I/We have authority to bind the Corporation



Former GENERAL & PLUMMER HOSPITAL SITES

941 & 969 Queen St E

Legend

- Hub Trail Addition
- Open Green Space Addition
- Hub Trail Easement
- Development Area
- Development Area
- Existing HUB Trail

OPEN SPACE CALCULATION

Total Site Area
75,039.66 sq m

6m Hub Trail Addition
3,233.58 sq m 4.309% of total site

Open Space Addition
518.78 sq m 0.691% of total site

Total Open Space
3,752.36 sq m 5.00 % of total

NOTE:
Calculations not based on Survey Data.

N

METRIC SCALE
1 : 1500

DATE
January 6, 2014

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-228

ELECTIONS (E1): A by-law to provide for reduced hours of voting in institutions and retirements homes with regards to the 2014 municipal election.

WHEREAS Section 46.(3) of the Municipal Elections Act, S.O. 1996 provides that a municipal council may pass a by-law with respect to reduced voting hours in voting places in retirement homes or those institutions as defined in Section 45.(7) of the said Act, where the voting place is only for the use of residents;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **REDUCED HOURS OF VOTING IN INSTITUTIONS AND RETIREMENT HOMES**

The institutions and retirement homes listed below shall be open for the hours of voting listed below

Sault Area Hospital Chronic Care Unit (if required)	10:00 a.m. until all occupants have been given an opportunity to vote
F. J. Davey Home for the Aged	10:00 a.m. to 5:00 p.m.
Extendicare Maple View	10:00 a.m. to 3:00 p.m.
Great Northern Retirement Home	4:00 p.m. to 8:00 p.m.
Van Daele Manor	10:00 a.m. to 3:00 p.m.
Collegiate Heights Retirement Residence	4:00 p.m. to 8:00 p.m.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 29th day of September, 2014.

_____

MAYOR – DEBBIE AMAROSO

_____

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Staff/By-laws/2014-228 Elections advance

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Civic Centre
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2014-216, SECTION 3
REGULATION 586/06 MUNICIPAL ACT

ENGINEER'S REPORT

2014 09 29

Nature of Work	Construction of:	Construction of sanitary sewer, private drain connection and Class "A" pavement
	On:	Huron Street
	From:	Bridge Plaza
	To:	Cathcart Street

Estimated Cost of Work	$1,724,800.00
Estimated Assessable Abutting Frontage	302.7m (Sanitary sewer)
Estimated Cost to be Borne by Assessable Abutting Property	$16,658.70 (Sanitary sewer)
Estimated Cost to be Borne by The Corporation	$1,708,141.30
Special Rate per Metre Frontage	$30.50 (Sanitary sewer) $79.50 (Class "A" pavement)
Special Rate per Private Drain Connection	$304.00
Estimated Interest Rate	3%
Term	10 years
Estimated Annual Rate per Metre Frontage	$3.58 (Sanitary sewer)
Estimated Annual Rate per Private Drain Connection	$35.64
Estimated Lifetime of the Work	20 years

Respectfully submitted,

Carl Rumiel, P. Eng.
Design & Construction Engineer

Recommended for approval,

Jerry D. Dolcetti, RPP
Commissioner of Engineering & Planning

CR/al
attachments

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-216

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Huron Street from Bridge Plaza to Cathcart Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works.

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. The Corporation shall construct the work described in Schedule "A" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.

2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.

3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.

4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.

5. The sum of $30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of $304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.

6. The sum of $79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall by borne by the City.

7. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.

8. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.

9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.

10. The said Schedule “A” forms a part of this by-law.

11. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 29th day of September, 2014.

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MAYOR – DEBBIE AMAROSO

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DEPUTY CITY CLERK – RACHEL TYCZINSKI

FIRST reading: September 29, 2014
SECOND reading: September 29, 2014
THIRD reading:

LEGAL\STAFF\BYLAWS\2014\2014-216 LOCAL IMPROVEMENT SANITARY SEWER HURON STREET 1ST AND 2ND.DOC

CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS - SECTION 3

SCHEDULE "A" **BY-LAW 2014-216**

JOB NUMBER	STREET	FROM	TO	LENGTH	SIZE	#OF P.D.C.	ASSESSABLE FRONTAGE	ESTIMATED COST
A-2004-5-03	Huron Street	Bridge Plaza	Cathcart Street	265m	250mm – 300mm	14	302.7m	$16,658.70

CR/al
2014 09 29

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Civic Centre
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2014-217, SECTION 3
REGULATION 586/06 MUNICIPAL ACT

ENGINEER'S REPORT

2014 09 29

Nature of Work	Construction of:	Construction of sanitary sewer, private drain connection and Class "A" pavement
	On:	McMeeken Street
	From:	Churchill Boulevard
	To:	Elizabeth Street

Estimated Cost of Work	$1,667,750.00
Estimated Assessable Abutting Frontage	227.0m (Sanitary sewer) 242.2m (Class "A" pavement)
Estimated Cost to be Borne by Assessable Abutting Property	$10,570.16 (Sanitary sewer) $19,254.58 (Class "A" pavement)
Estimated Cost to be Borne by The Corporation	$1,637,925.26
Special Rate per Metre Frontage	$30.50 (Sanitary sewer) $79.50 (Class "A" pavement)
Special Rate per Private Drain Connection	$304.00
Estimated Interest Rate	3%
Term	10 years
Estimated Annual Rate per Metre Frontage	$3.58 (Sanitary sewer) $9.32 (Class "A" pavement)
Estimated Annual Rate per Private Drain Connection	$35.64
Estimated Lifetime of the Work	20 years

Respectfully submitted,

Carl Rumiel, P. Eng.
Design & Construction Engineer

Recommended for approval,

Jerry D. Dolcetti, RPP
Commissioner of Engineering & Planning

CR/al
Attach.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-217

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on McMeeken Street from Churchill Boulevard to Elizabeth Street under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works.

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. The Corporation shall construct the work described in Schedule "A" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.

2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.

3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.

4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.

5. The sum of $30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of $304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.

6. The sum of $79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall by borne by the City.

7. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.

8. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.

9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.

10. The said Schedule “A” and Schedule “B” form a part of this by-law.

11. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 29th day of September, 2014.

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MAYOR – DEBBIE AMAROSO

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DEPUTY CITY CLERK – RACHEL TYCZINSKI

FIRST reading: September 29, 2014
SECOND reading: September 29, 2014
THIRD reading:

LEGAL\STAFF\BYLAWS\2014\2014-217 LOCAL IMPROVEMENT SANITARY SEWER MCMEEKEN STREET 1ST AND 2ND.DOC

CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS - SECTION 3

SCHEDULE "A" **BY-LAW 2014-217**

JOB NUMBER	STREET	FROM	TO	LENGTH	SIZE	#OF P.D.C.	ASSESSABLE FRONTAGE	ESTIMATED COST
A-2014-5-01	McMeeken St	Churchill Blvd	Elizabeth St	340m	250mm	12	227.0m	$10,570.16

CR/al
2014 09 29

CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT - SECTION 3

SCHEDULE "B" **BY-LAW 2014-217**

JOB NUMBER	STREET	FROM	TO	LENGTH	WIDTH	#OF P.D.C.	ASSESSABLE FRONTAGE	ESTIMATED COST
A-2014-7-01	McMeeken St	Churchill Blvd	Elizabeth St	340m	10.0m	n/a	242.2m	$19,254.58

CR/al
2014 09 29

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Civic Centre
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

LOCAL IMPROVEMENT CONSTRUCTION BY-LAW 2014-218, SECTION 3
REGULATION 586/06 MUNICIPAL ACT

ENGINEER'S REPORT

2014 09 29

Nature of Work	Construction of:	Construction of sanitary sewer, private drain connection and Class "A" pavement
	On:	Upton Road
	From:	Queen Street East
	To:	Wellington Street East

Estimated Cost of Work	$2,216,000
Estimated Assessable Abutting Frontage	762.8m (Sanitary sewer) 720.4m (Class "A" pavement)
Estimated Cost to be Borne by Assessable Abutting Property	$37,554.89 (Sanitary sewer) $57,271.75 (Class "A" pavement)
Estimated Cost to be Borne by The Corporation	$2,121,173.36
Special Rate per Metre Frontage	$30.50 (Sanitary sewer) $79.50 (Class "A" pavement)
Special Rate per Private Drain Connection	$304.00
Estimated Interest Rate	3%
Term	10 years
Estimated Annual Rate per Metre Frontage	$3.58 (Sanitary sewer) $9.32 (Class "A" pavement)
Estimated Annual Rate per Private Drain Connection	$35.64
Estimated Lifetime of the Work	20 years

Respectfully submitted,

Carl Rumiel, P. Eng.
Design & Construction Engineer

Recommended for approval,

Jerry D. Dolcetti, RPP
Commissioner of Engineering & Planning

CR/al
Attach.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-218

LOCAL IMPROVEMENT: (L2.1) A by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Upton Road from Queen Street East to Wellington Street East under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06.

WHEREAS notice of the intention of the Council to undertake the works hereinafter described was duly published and served more than one month prior to the passing of this by-law; and

WHEREAS the Council has received the reports, estimates and statements required for undertaking the said works.

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. The Corporation shall construct the work described in Schedule "A" hereto as a local improvement under the said Act and in accordance with plans and specifications furnished by the Commissioner of Engineering/Planning.

2. The Commissioner of Engineering/Planning shall forthwith make such plans, profiles and specifications and furnish such information as may be necessary for the construction and completion of the said work.

3. The construction and completion of the said work shall be performed under the superintendence and in accordance with the directions and orders of the Commissioner of Engineering/Planning.

4. The Commissioner of Finance/Treasurer may agree with any bank or person for temporary borrowing of money to meet the cost of the works pending completion thereof.

5. The sum of $30.50 per metre frontage shall be specially assessed upon the lots abutting directly on the said sanitary sewers, according to the extent of their respective frontages thereon, and the sum of $304.00 shall be specially assessed upon each of such lots served by a private drain connection from any of such sanitary sewers to the street line and the remainder of the cost of the work shall be borne by the Corporation.

6. The sum of $79.50 per metre frontage shall be specially assessed upon the lots abutting directly on the Class "A" pavement according to the extent of their respective frontages thereon and the remainder of the cost of the works shall by borne by the City.

7. The special assessments shall be paid in one payment by December 31st of the current year or in the alternative by ten equal annual installments.

8. The debentures to be issued for the loan to be effected to pay the cost of the work when completed shall bear interest at such rate as the Council may determine and be made payable within ten years on the installment plan.

9. Any person whose lot is specially assessed may commute for a payment in cash in accordance with By-law 69-436 the special rates imposed on such lot.

10. The said Schedule “A” and Schedule “B” form a part of this by-law.

11. This by-law comes into force on the day of its final passing.

Read the **FIRST** and **SECOND** time in open Council this 29th day of September, 2014.

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MAYOR – DEBBIE AMAROSO

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DEPUTY CITY CLERK – RACHEL TYCZINSKI

FIRST reading: September 29, 2014
SECOND reading: September 29, 2014
THIRD reading:

LEGAL\STAFF\BYLAWS\2014\2014-218 LOCAL IMPROVEMENT SANITARY SEWER UPTON ROAD 1ST AND 2ND.DOC

CORPORATION OF THE CITY OF SAULT STE. MARIE
SANITARY SEWER AND PRIVATE DRAIN CONNECTIONS - SECTION 3

SCHEDULE "A" **BY-LAW 2014-218**

JOB NUMBER	STREET	FROM	TO	LENGTH	SIZE	#OF P.D.C.	ASSESSABLE FRONTAGE	ESTIMATED COST
A-1989-5-10	Upton Rd	Queen St	Wellington St	475m	250mm – 300mm	48	762.8m	$37,554.89

CR/al
2014 09 29

CORPORATION OF THE CITY OF SAULT STE. MARIE
CLASS "A" PAVEMENT - SECTION 3

SCHEDULE "B" **BY-LAW 2014-218**

JOB NUMBER	STREET	FROM	TO	LENGTH	WIDTH	#OF P.D.C.	ASSESSABLE FRONTAGE	ESTIMATED COST
A-1981-7-02	Upton Rd	Queen St	Wellington St	475m	10.0m	n/a	720.4m	$57,271.75

CR/al
2014 09 29