

REGULAR MEETING OF CITY COUNCIL REVISED AGENDA

Monday, December 15, 2014

4:30 p.m.

Council Chambers

	Pages
1. ADOPTION OF MINUTES	15 - 28
Mover : Councillor J. Krmpotich Seconder : Councillor S. Butland	
Resolved that the Minutes of the Regular Council Meeting of 2014 11 10 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 J. Krmpotich Seconder : Councillor P. Christian	
Resolved that the Agenda for 2014 12 15 City Council Meeting as presented be approved.	
5. PROCLAMATIONS/DELEGATIONS	
5.1 Community Christmas for Children	
Carrie Jones, Planning Committee	
5.2 Sault Ste. Marie Airport Development Corp – Business & Land Use Master Plan	29 - 50
Terry Bos, Chief Executive Officer – Sault Ste. Marie Airport Development Corporation	
5.3 Departmental Presentation – Public Works and Transportation	51 - 62

5.3.1	<i>Amended page 11</i>	63 - 63
5.4	Building Permit Fee Changes	
	Brian Gallagher will be in attendance concerning agenda item 6.16	
6.	COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES	
	Mover : Councillor R. Romano Seconder : Councillor S. Butland	
	Resolved that all the items listed under date 2014 12 15 – Part One – Consent Agenda be approved as recommended.	
6.1	Correspondence	
6.1.1	Bill Vrebosch – Mayor – Municipality of East Ferris	64 - 65
	Request for support regarding re-election to ROMA Board	
6.1.2	Region of Halton	66 - 67
	Request for support regarding motion – "Buy American" Provisions in the <i>American Recovery and Reinvestment Act</i>	
6.1.3	Township of S. Joseph	68 - 69
	Request for support regarding motion – Technical Standards & Safety Authority	
6.1.4	AMO / FONOM	70 - 80
	Members Update Policy Update – Blue Box Arbitration Decision Update of Bill 8 – <i>Accountability and Transparency Measures</i> Update – November 24, 2014 Board Meeting <i>Anti-SLAPP</i> Bill - News Release	
6.1.5	David Oraziotti, MPP	81 - 81
	Ministry of Natural Resources and Forestry – 3 Year Transformation Plan	
6.1.6	Ministry of Transportation	82 - 83
	Correspondence regarding Dedicated Gas Tax Funds for Public Transportation Program – Gas Tax Funding Agreement	
6.1.7	Algoma Public Health	84 - 85
	Correspondence concerning Smoke Free Ontario regulations	

- 6.2 Staff Travel** 86 - 87
- A report of the Chief Administrative Officer is attached for the consideration of Council.
- Mover : Councillor R. Romano
Seconder : Councillor P. Christian
- Resolved that the report of the Chief Administrative Officer dated 2014 12 15 concerning Staff Travel be approved as requested.
- 6.3 Council Travel**
- Mover : Councillor J. Krmpotich
Seconder : Councillor S. Butland
- Resolved that Mayor C. Provenzano be authorized to travel to the Northern Ontario Larger Urban Municipalities (NOLUM) meeting in Sudbury for two days in January at a cost to the City of approximately \$500.
- 6.4 Appointment of New Fire Chief** 88 - 92
- A report of the Chief Administrative Officer is attached for the consideration of Council.
- The relevant By-law 2014-246 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.5 Tender for New Tires and Tire Repairs (2014WA41T)** 93 - 95
- A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover : Councillor J. Krmpotich
Seconder : Councillor P. Christian
- Resolved that the report of the Manager of Purchasing dated 2014 12 15 be received and that the tender submitted by Kal Tire to provide New Tires and Tire Repairs as required by various City Departments for the years 2015 and 2016 be approved.
- 6.6 Mayor and Council Travel Expenses – January 1 to September 30, 2014** 96 - 97
- A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council.
- Mover : Councillor R. Romano
Seconder : Councillor S. Butland
- Resolved that the report of the Commissioner of Finance and Treasurer dated 2014 12 15 concerning Mayor and Council travel expenses for the period January 1 to September 30, 2014 be received as information.
- 6.7 Request for Financial Assistance for National International Sports Competition** 98 - 106

A report of the Manager of Recreation and Culture is attached for the consideration of Council.

Mover : Councillor R. Romano

Seconded : Councillor P. Christian

Resolved that the report of the Manager of Recreation and Culture dated 2014 12 15 concerning financial assistance for Abiguel Jones of the Lake Superior Figure Skating Club be received and that the recommendation of the Parks and Recreation Advisory Committee that a \$200 financial assistance grant be awarded for her participation at the 2015 Skate Canada Challenge held December 3 to 7, in Pierrefonds, Quebec be approved.

6.8 Celebrate Canada Program – Funding Application

107 - 108

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

Mover : Councillor J. Krmpotich

Seconded : Councillor S. Butland

Resolved that the report of the Supervisor, Community Services dated 2014 12 15 concerning Celebrate Canada Program Funding be received and that staff be authorized to apply to the Department of Canadian Heritage for the 2015 Celebrate Canada Program to assist in funding the City of Sault Ste. Marie Canada Day Celebration.

6.9 OCIF Formula Based Funding Agreement

109 - 153

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

Mover : Councillor J. Krmpotich

Seconded : Councillor P. Christian

Resolved that the report of the Director of Engineering Services dated 2014 12 15 concerning Ontario Community Infrastructure Fund (OCIF) be received and that the design and construction administration for the third phase of widening Second Line project be awarded to Kresin Engineering Corporation. (Engineering agreement to be brought to a future Council meeting for approval).

The relevant by-law 2014-248 authorizing execution of the OCIF agreement with the Province for the formula-based funding component is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.10 Borrowing By-laws for 2015

154 - 155

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

The relevant By-laws 2014-239 and 2014-240 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.11 Replacement of P1 – 2000 Pumper

156 - 161

A report of the Assistant Fire Chief – Support Services is attached for the consideration of Council.

Mover : Councillor R. Romano

Seconder : Councillor P. Christian

Resolved that the report of the Assistant Fire Chief – Support Services dated 2014 12 15 concerning the replacement of P1 – 2000 Pumper be received and that the purchase of a pump/rescue vehicle from Safetek Emergency Vehicles as a single source supplier for delivery in 2015 be approved with funding from the Fire Services Capital Equipment Reserve account.

6.12 SAH Clinical Placement Agreement 162 - 163

A report of the Manager, Emergency Medical Services is attached for the consideration of Council.

The relevant By-law 2014-238 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.13 Council Honorariums One-Third Remuneration as a Tax Exemption 164 - 167

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

Mover : Councillor R. Romano

Seconder : Councillor S. Butland

Resolved that the report of the Solicitor/Prosecutor dated 2014 12 15 concerning Council Honorariums One-Third Remuneration as a Tax Exemption be received and Council review the resolution passed on June 24, 2002 and allow the one-third tax exemption to stand for the current term of Council.

6.14 Honorarium By-law - Housekeeping 168 - 169

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

The relevant By-law 2014-241 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.15 Extension of Lease Agreement Between the City and Rogers Communications Inc. 170 - 171

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

The relevant By-law 2014-236 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.16 Building Permit Fee Changes 172 - 177

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

Mover : Councillor J. Krmpotich

Seconder : Councillor S. Butland

Resolved that the report of the Chief Building Official dated 2014 12 15 concerning proposed changes to the fee Schedule "A" of By-Law 2008-148 be approved.

6.16.1 Additional documentation for the consideration of Council. 178 - 183

6.17 By-Law Administration Fees 184 - 185

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

Mover : Councillor J. Krmpotich

Secunder : Councillor S. Butland

Resolved that the report of the Chief Building Official dated 2014 12 15 concerning By-law Administration Fees be received and that the addition of a by-law administration fee of 15% of the overall cost of the enforcement action be approved. The fee charge will appear as an addition to the City's fees by-law to appear before Council at a future date.

6.18 Queen Street East – Centre Turn Lane 186 - 187

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

The relevant By-law 2014-243 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.19 Shatruck Drive and Sunnyside Beach Road Intersection – Request for Stop Sign 188 - 189

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

Mover : Councillor J. Krmpotich

Secunder : Councillor P. Christian

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2014 12 15 regarding the change of the yield sign to a stop sign at the intersection of Shatruck Drive and Sunnyside Beach Road be received as information.

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-20-14-Z – 163 Second Line West

190 - 199

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

Mover : Councillor R. Romano

Seconder : Councillor S. Butland

Resolved that the report of the Planner dated 2014 12 15 concerning rezoning application A-20-14-Z be received and that Council approve the application to rezone the subject property from “R2” (Single Detached Residential Zone) to “R2.S” (Single Detached Residential Zone with a Special Exception to permit a duplex dwelling, in addition to the uses permitted in an “R2” zone, subject to the following special provisions:

1. That two (2) of the required parking spaces may be located within a required front yard.
2. That two (2) of the three (3) required parking spaces may be stacked.

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

7.6.1.1 Additional correspondence

200 - 202

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

7.8.1 Sustainable Growth and Development Stewardship Strategy

203 - 220

An application from the Sault Ste. Marie Economic Development Corporation for Economic Diversification Fund funding is attached for the consideration of Council.

Mover : Councillor R. Romano

Seconder : Councillor P. Christian

Resolved that the application of the Sault Ste. Marie Economic Development Corporation for Economic Diversification Fund funding in the amount of \$50,000 to undertake the first stage in the development of a strategic planning process to specifically target critical issues affecting the community's growth, development and sustainability be approved.

7.8.2 Canal District Development Initiatives

221 - 232

An application from the Sault Ste. Marie Economic Development Corporation for Economic Diversification Fund funding is attached for the consideration of Council.

Mover : Councillor R. Romano

Seconder : Councillor S. Butland

Resolved that the application of the Sault Ste. Marie Economic Development Corporation for Economic Diversification Fund funding in the amount of \$60,000 to assist in the co-ordination, management and implementation of a broad range of Canal District projects and initiatives be approved.

7.8.3 Lottery and Gaming Phase II 233 - 240

An application from the Sault Ste. Marie Economic Development Corporation for Economic Diversification Fund funding is attached for the consideration of Council.

Mover : Councillor J. Krmpotich
Seconded : Councillor P. Christian

Resolved that the application of the Sault Ste. Marie Economic Development Corporation for Economic Diversification Fund funding in the amount of \$100,000 to co-ordinate, manage and implement Sault Ste. Marie's strategy to become a Globally Recognized Centre of Excellence for Lottery and Gaming Businesses be approved.

7.8.4 PUC Inc. – Special Meeting of the Shareholder 241 - 244

Notice of a Special Meeting to consider a request from the Board of Directors of the Corporation to approve borrowing by its subsidiary PUC Distribution Inc. in excess of the limit allowed under the Shareholder Agreement to finance capital projects; and to consider a request to approve the acquisition of shares in a newly formed municipal utility collaboration company.

Mover : Councillor R. Romano
Seconded : Councillor S. Butland

Resolved that City Council is now authorized to meet in open session as the sole shareholder of PUC Inc.; and

Further Be It Resolved that City Council appoints Mayor Christian Provenzano as Council's proxy to vote on the resolutions of the shareholder of PUC Inc.

7.8.4.1 Revised Borrowing Resolution 245 - 245

7.8.5 PUC Inc. 246 - 258

Mover : Councillor J. Krmpotich
Seconded : Councillor P. Christian

Resolved that the PUC 2014 Third Quarter Shareholder Report be received as information.

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

8.1 Getting Kids Connected 259 - 259

Mover : Councillor S. Butland
Seconded : Councillor S. Myers

Resolved that City Council authorize and approve in principle a meeting of potential participants interested in espousing and perhaps implementing the issues addressed in the Toronto Star article – Digital Divide – "Getting Kids Connected", including representatives of the Sault Ste. Marie Public Library, the Sault Ste. Marie Innovation Centre, Algoma District School Board, Huron Superior Catholic District School Board, Sault Ste. Marie and District Social Services Administration Board and Community Living Algoma, City Council, appropriate City staff and other appropriate community organizations.

8.2 Red Cross – Summer/Winter Maintenance for Seniors

Mover : Councillor S. Butland

Seconder : Councillor R. Niro

Whereas it is the desire for many seniors to remain in their homes; and

Whereas it is generally accepted that it is a practice that is prudent, judicious, even economical to assist these seniors; and

Whereas the City presently dedicates \$50,000/year to the Canadian Red Cross to administer a program of winter/summer maintenance as it pertains to snow removal and grass cutting; and

Whereas the City's Social Services Department has allocated additional funding of \$100,000 to augment the program to include general housekeeping service; and

Whereas in early December there were 250 clients in the program with a waiting list of 50;

Now Therefore Be It Resolved that the Red Cross be requested to report on the success of the program and identify any areas of improvement which the City could incorporate.

8.3 Notice of Motion – Canada Post Update

Mover : Councillor T. Sheehan

Seconder : Councillor J. Krmpotich

Whereas door-to-door home delivery of mail is a service that most Canadians have come to expect and have cherished for several generations; and

Whereas this very basic means of communication and doing business is still very heavily relied upon by Canadians, especially seniors, the disabled and frail, and young parents who are not able to easily leave their homes to pick up their mail, especially in inclement weather; and

Whereas this plan by Canada Post includes phasing out door-to-door mail delivery starting in 2015, cutting 8,000 postal jobs and increasing substantially the price of postage; and

Whereas it was reported in November 2014 that Canada Post reported third-quarter earnings (before-tax profit) of \$13 million and for the first three quarters of 2014 a profit before tax totaling \$39 million.

Now Therefore Be It Resolved that Sault Ste. Marie City Council, very concerned

about the significant loss of service and the local loss of jobs, requests an update from Canada Post, workers and the government of Canada.

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 J. Krmpotich

Seconder : Councillor P. Christian

Resolved that all by-laws under item 11 of the Agenda under date 2014 12 15 be approved.

11.1 By-laws before Council TO BE PASSED which do not require more than a simple majority. 260 - 260

Mover : Councillor J. Krmpotich

Seconder : Councillor P. Christian

Resolved that by-law 2014-251 being a by-law to appoint Federico Pozzebon as Chief Building Official and Property Standards Officer and to repeal By-law 2006-68 be passed in open Council this 15th day of December, 2014.

11.1.1 By-law 2014-236 (Agreement) Rogers Communications Inc. 261 - 263

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

Mover : Councillor J. Krmpotich

Seconder : Councillor P. Christian

Resolved that By-law 2014-236 being a by-law to authorize the execution of a Lease Amending and Extension Agreement between the City and Rogers Communications Inc. to amend and extend the Lease Agreement dated the 20th day of October, 2009 with respect to property known as 363 Second Line West, Sault Ste. Marie, Ontario be passed in open Council this 15th day of December, 2014

11.1.2 By-law 2014-237 (Traffic) 264 - 268

Approved by Council Resolution dated November 10, 2014.

Mover : Councillor J. Krmpotich

Seconder : Councillor P. Christian

Resolved that By-law 2014-237 being a by-law to amend Schedules "A, F, G, L and V" of Traffic By-law 77-200 be passed in open Council this 15th day of December, 2014.

11.1.3 By-law 2014-238 (Agreement) Sault Area Hospital 269 - 277

A report from the Manager of Emergency Medical Services is on the Agenda.

Mover : Councillor J. Krmpotich
Seconder : Councillor P. Christian

Resolved that By-law 2014-238 being a by-law to authorize the execution of an agreement between the City and the Sault Area Hospital to continue to partner with the Sault Area Hospital for the purpose of training and certifying paramedics in intravenous initiation be passed in open Council this 15th day of December, 2014.

11.1.4 By-law 2014-239 (Financing) Borrowing Current Expenditures 278 - 281

A report from the Commissioner of Finance and Treasurer is on the Agenda.

Mover : Councillor J. Krmpotich
Seconder : Councillor P. Christian

Resolved that By-law 2014-239 being a by-law to authorize the borrowing of \$10,000,000 to meet current expenditures until taxes are collected be passed in open Council this 15th day of December, 2014.

11.1.5 By-law 2014-240 (Financing) Borrowing Capital Expenditures 282 - 286

A report from the Commissioner of Finance and Treasurer is on the Agenda.

Mover : Councillor J. Krmpotich
Seconder : Councillor P. Christian

Resolved that By-law 2014-240 being a by-law to authorize the borrowing of \$15,000,000 to finance capital expenditures for short and long term purposes for The Corporation of the City of Sault Ste. Marie and \$6,200,000 for the Public Utilities Commission of the City of Sault Ste. Marie being passed in open Council this 15th day of December, 2014.

11.1.6 By-law 2014-241 (Remuneration) 287 - 287

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

Mover : Councillor J. Krmpotich
Seconder : Councillor P. Christian

Resolved that By-law 2014-241 being a by-law to repeal By-law 2011-4 (a by-law to amend By-law 86-134 regarding benefits for members of Council) be passed in open Council this 15th day of December, 2014.

11.1.7 By-law 2014-242 (Agreement) Ministry of Agriculture, Food and Rural Affairs 288 - 334

Mover : Councillor J. Krmpotich
Seconder : Councillor P. Christian

Resolved that By-law 2014-242 being a by-law to authorize the execution of an agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for the Ontario

Community Infrastructure Fund be passed in open Council this 15th day of December, 2014.

11.1.8 By-law 2014-243 (Traffic) 335 - 335

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

Mover : Councillor J. Krmpotich
Seconded : Councillor P. Christian

Resolved that By-law 2014-243 being a by-law to amend Schedule "X" to Traffic By-law 77-200 be passed in open Council this 15th day of December, 2014.

11.1.9 By-law 2014-244 (Street Assumption) Various 336 - 338

Mover : Councillor J. Krmpotich
Seconded : Councillor P. Christian

Resolved that by-law 2014-244 being a by-law to assume for public use and establish as public streets various parcels of land within the City of Sault Ste. Marie be passed in open Council this 15th day of December, 2014.

11.1.10 By-law 2014-245 (Parking) Municipal Law Enforcement Officers 339 - 341

Mover : Councillor J. Krmpotich
Seconded : Councillor P. Christian

Resolved that By-law 2014-245 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 15th day of December, 2014.

11.1.11 By-law 2014-246 (Appointments) Fire Chief 342 - 342

A report from the CAO is on the Agenda.

Mover : Councillor J. Krmpotich
Seconded : Councillor P. Christian

Resolved that By-law 2014-246 being a by-law to appoint Michael Robert Figliola as Fire Chief and to repeal By-law 2009-135 be passed in open Council this 15th day of December, 2014.

11.1.12 By-law 2014-247 (Agreement) Gas Tax Funds for Public Transportation Program 343 - 346

Mover : Councillor J. Krmpotich
Seconded : Councillor P. Christian

Resolved that By-law 2014-247 being a by-law to authorize the execution of a Letter of Agreement between the City of Sault Ste. Marie and Her Majesty the Queen in Right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario for funding under the Dedicated Gas Tax

Funds for Public Transportation Program be passed in open Council this 15th day of December, 2014.

11.1.13 By-law 2014-248 (Agreement) Ontario Community Infrastructure Fund (OCIF) 347 - 389

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

Mover : Councillor J. Krmpotich

Seconder : Councillor P. Christian

Resolved that By-law 2014-248 being a by-law to authorize the execution of a contribution agreement between the City and Her Majesty The Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for a funding agreement for the formula based component of the Ontario Community Infrastructure Fund (OCIF) be passed in open Council this 15th day of December, 2014.

11.1.14 By-law 2014-249 (Agreement) The Sault Ste. Marie Trail Blazers Snowmobile Club 390 - 394

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

Mover : Councillor J. Krmpotich

Seconder : Councillor P. Christian

Resolved that By-law 2014-249 being a by-law to authorize the execution of a Licence to Occupy City Property Agreement between the City and The Sault Ste. Marie Trail Blazers Snowmobile Club for the use of lands located at Strathclair Park be passed in open Council this 15th day of December, 2014.

11.1.15 By-law 2014-251 (Appointments) Chief Building Official 395 - 395

Mover : Councillor J. Krmpotich

Seconder : Councillor P. Christian

Resolved that By-law 2014-251 being a by-law to appoint Federico Pozzebon as Chief Building Official and Property Standards Officer and to repeal By-law 2006-68 be passed in open Council this 15th day of December, 2014.

11.1.16 By-law 2014-250 (Council Procedure) Acting Mayor Rotation List 396 - 397

Mover : Councillor J. Krmpotich

Seconder : Councillor P. Christian

Resolved that by-law 2014-250 being a by-law to adopt the rotation list for Acting Mayor for the current Council session be passed in open Council this 15th day of December, 2014.

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

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

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

13. CLOSED SESSION

13.1 *Board and Committee Appointments*

Mover : Councillor R. Romano

Seconder : Councillor S. Butland

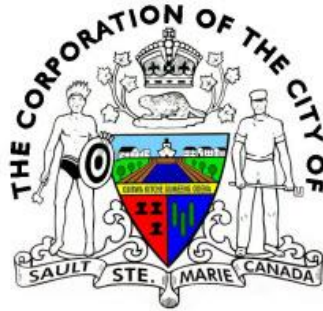
Resolved that this Council proceed into closed session to discuss personal matters about identifiable individuals (appointments to boards and committees); further be it resolved that should the said closed session be adjourned, Council may reconvene in closed session to continue to discuss the same matter without the need for a further authorizing resolution. (*Personal matters about identifiable individuals – section 239(2)(b)*).

14. ADJOURNMENT

Mover : Councillor R. Romano

Seconder : Councillor P. Christian

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, November 10, 2014

4:30 p.m.

Council Chambers

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

Absent: Councillor F. Manzo

Officials: M. White, N. Kenny, J. Dolcetti, D. McConnell, R. Tyczinski, F. Coccimiglio, M. Provenzano, J. Fratesi, S. Hamilton Beach, N. Apostle

Others: S. Schell, R. Rushworth, P. Liepa

1. ADOPTION OF MINUTES

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that the Minutes of the Regular Council Meeting of 2014 09 29 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 - John Rhodes Community Centre Restaurant Space – Request for Proposals to Operate

Employer has a service agreement with Chilly Willy's Sports Bar.

3.2. Councillor R. Niro - Annual Traffic By-law Maintenance

Four parking prohibitions involve the street Councillor Niro lives on.

3.3. Councillor L. Turco - New Digital 9-1-1 System Upgrade Costs

Spouse is employed by Police Services.

3.4. Councillor L. Turco - By-law 2014-233 (Parking) Municipal Law Enforcement Officers

Spouse employed by Police Services.

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the Agenda for 2014 11 10 City Council Meeting and addendum as presented be approved.

Carried

5. PROCLAMATIONS/DELEGATIONS

5.1. Diabetes Awareness Month

Janie Bringleon – Sault Ste. Marie and District Branch Co-ordinator, Canadian Diabetes Association was in attendance.

5.2. Lung Month

Elise Nelson – Special Events Co-ordinator, The Lung Association was in attendance.

5.3. Cultural Advisory Board – Community Recognition Awards

Karen Montgomery-Jones and Susan Barber were in attendance.

5.4. Canadian Urban Institute Brownfield Award

Don McConnell, Planning Director was in attendance concerning Agenda item 6.17.

5.5. New Digital 9-1-1 System

Chief Keetch, Sault Police Service; Chief Provenzano, Fire Services and Robert Rushworth, Manager Emergency Medical Services were in attendance concerning Agenda item 7.8.1.

5.6. Bucchianico: Images, Emotions, Memories

John DiLuzio, author, was in attendance.

5.7. Economic Diversification Fund Applications

Tom Dodds – CEO, Sault Ste. Marie Economic Development Corporation was in attendance regarding Agenda items 7.8.2 and 7.8.3.

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

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that all the items listed under date 2014 11 10 – Part One – Consent Agenda and the addendum, save and except item 6.9, be approved as recommended.

Carried

6.1. Correspondence

a. Minister of State (Social Development)

Honourable Candice Bergen, P.C., M.P., concerning Council's resolution in support of affordable housing.

b. Councillor Frank Manzo

Memo to Mayor Amaroso and members of City Council was received by Council.

c. County of Renfrew

Copy of correspondence sent to the Premier of Ontario concerning Power Dam Special Payment Program.

6.2. Street Closing – 2014 Rotary Santa Claus Parade

The letter of request for a temporary street closing in conjunction with the 2014 Rotary Santa Claus Parade Saturday – November 22, 2014 was received by Council.

- Bay Street from East Street to Pim Street – 5:00 p.m. to 6:30 p.m.
- Pim Street from Bay Street to Queen Street East – 5:00 p.m. to 6:30 p.m.
- Queen Street East from Pim Street to Gore Street – 5:30 p.m. to 7:30 p.m.

The relevant By-law 2014-235 is listed under item 11 of the Minutes.

6.3. Property Tax Appeals

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

Moved by: Councillor F. Fata

Seconded by: Councillor T. Sheehan

Resolved that the report of the City Tax Collector dated 2014 11 10 concerning Property Tax Appeals be received and the recommendation that the tax records be amended pursuant to Section 357 of the *Municipal Act* be approved.

Carried

6.4. Uncollectable Taxes – Black Loon Millworks Inc. – 59 Industrial Crt C

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the City Tax Collector dated 2014 11 10 concerning Uncollectable Taxes for 59 Industrial Crt C be received and the recommendation that the tax records be amended pursuant to Section 354(4) of the *Municipal Act* be approved.

Carried

6.5. Uncollectable Taxes – Municipal Capital Facilities Agreement – Sault Ste. Marie Gym Club

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

Moved by: Councillor F. Fata

Seconded by: Councillor T. Sheehan

Resolved that the report of the City Tax Collector dated 2014 11 10 concerning Uncollectable Taxes for the Sault Ste. Marie Gym Club be received and the recommendation that the tax records be amended pursuant to Section 354(4) of the *Municipal Act* be approved.

Carried

6.6. The City of Sault Ste. Marie Credit Rating

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

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the report of the Commissioner of Finance and Treasurer dated 2014 11 10 concerning City of Sault Ste. Marie Credit Rating be received as information.

Carried

6.7. 2013 Results under the Municipal Performance Measurement Program

The report of the Manager of Audits and Capital Planning was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that the report of the Manager of Audits and Capital Planning dated 2014 11 10 concerning 2013 results under the *Municipal Performance Measurement Program* be received as information.

Carried

6.8. 2011-2014 Strategic Plan – Final Report

The report of the Deputy City Clerk and Manager of Quality Improvement was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that the report of the Deputy City Clerk and Manager of Quality Improvement dated 2014 11 10 concerning 2011-2014 Corporate Strategic Plan – Final Report be received as information.

Carried

6.9. John Rhodes Community Centre Restaurant Space – Request for Proposals to Operate

Councillor R. Niro declared a conflict on this item. (Employer has a service agreement with Chilly Willy's Sports Bar.)

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

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the report of the Commissioner of Community Services dated 2014 11 10 concerning the RFP to operate the John Rhodes Community Centre Restaurant Space be received and that the RFP for the JRCC restaurant operations be issued in accordance with City policies and procedures.

Carried

6.10. Designated Heritage Property Tax Rebates

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

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the report of the Manager of Recreation and Culture dated 2014 11 10 concerning Designated Heritage Property Tax Rebates be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that the designated heritage property tax rebates for the 2013 tax year be paid to the qualified owners of designated heritage properties enrolled in the program be approved.

Carried

6.11. Steelton Seniors Centre Canopy Roof Update

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

Moved by: Councillor F. Fata

Seconded by: Councillor T. Sheehan

Resolved that the report of the Manager of Recreation and Culture dated 2014 11 10 be received, and that the roof replacement project at the Steelton Senior Citizens Centre, 235 Wellington Street West, be re-tendered for the lower canopy roof work only, and further that an HVAC study be conducted on the upper (east) roof; and that the funds identified in the 2014

budget for replacement of both upper and lower roofs be used to fund the re-tendered project, with any remaining funds reserved for the future replacement of the upper roof.

Carried

6.12. Orthophotography – Floodplain Mapping

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

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the report of the Commissioner of Engineering dated 2014 11 10 be received and that City staff in co-operation with the Sault Ste. Marie Region Conservation Authority work towards seeking additional funds from the Province and other partnership options to implement orthophotography requirements be approved.

Carried

6.13. Biosolids Management Plan

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Land Development and Environmental Engineer dated 2014 11 10 concerning Biosolids Management Plan be received as information.

Carried

6.14. Court Security and Prisoner Transport Agreement

The report of the City Solicitor was received by Council.

The relevant By-law 2014-232 is listed under Item 11 of the Minutes.

6.15. Property Declared Surplus – Cathcart Street

The report of the City Solicitor was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the City Solicitor dated 2014 11 10 concerning Property Declared Surplus – Cathcart Street be received and that the subject property, legally described as PT LT 43 PL 7999 St. Mary's as in T7548; Sault Ste. Marie (PIN 31576-0294) and known as civic 113

Cathcart Street be declared surplus to the City's needs and made available for sale in accordance with the City's policy for the disposition of land.

Carried

6.16. Streetscape Consulting Services

The report of the Planning Division was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that the report of the Planning Division dated 2014 11 10 be received and that Council authorize an agreement with The Planning Partnership to develop a detailed streetscape furniture catalogue and comprehensive tree replacement strategy for Queen Street, the Canal District and the remaining Downtown area, to a maximum of \$20,000 (exclusive of HST) (funded from previously approved Economic Diversification Fund, FedNor and NOHFC funding).

Carried

6.17. Canadian Urban Institute Brownfield Award

The report of the Planning Director was received by Council.

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the report of the Planning Director dated 2014 11 10 concerning the Canadian Urban Institute Brownie Award be received as information.

Carried

6.18. Shopping Cart Clean-up

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

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2014 11 10 concerning clean-up of shopping carts be received as information.

Carried

6.19. Queen St – Parking Prohibition for Bicycle Lanes

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

Moved by: Councillor F. Fata

Seconded by: Councillor T. Sheehan

Resolved that the report of the Deputy Commissioner of Public Works and Transportation concerning parking prohibition amendments to Traffic Bylaw 77-200 be accepted and furthermore that Council direct the Legal Department to bring forward the appropriate by-law amendments at a later date.

Carried

6.20. Annual Traffic By-law Maintenance

Councillor R. Niro declared a conflict on this item. (Four parking prohibitions involve the street Councillor Niro lives on.)

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

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that the report of the Deputy Commissioner of Public Works and Transportation concerning the annual update to the Traffic Bylaw 77-200 be accepted and furthermore that Council direct the Legal Department to bring forward the appropriate by-law amendments at a later date.

Carried

6.21. Household Special Waste Facility – Potential Relocation to the Landfill Site

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2014 11 10 concerning Household Special Waste Facility – Potential Relocation to the Landfill Site be received as information.

Carried

6.22. Council Travel

Moved by: Councillor F. Fata

Seconded by: Councillor T. Sheehan

Resolved that Councillor L. Turco be authorized to travel to the AMO Board of Directors meeting in Toronto (two days in November) at a cost to the City of \$300.

Carried

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

7.7. PUBLIC WORKS AND TRANSPORTATION

7.8. BOARDS AND COMMITTEES

a. New Digital 9-1-1 System Upgrade Costs

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

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Chief of Police dated 2014 10 23 regarding new digital 9-1-1 system upgrade be received and referred to 2015 Budget.

Referred

b. Sustainable Growth and Development Stewardship Strategy

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that the application from the Sault Ste. Marie Economic Development Corporation for Economic Diversification Fund funding to undertake the first stage in the development of a

strategic planning process to specifically target critical issues affecting the community's growth, development and sustainability in the amount of \$50,000 be approved.

Postponed

Moved by: Councillor P. Christian

Seconded by: Councillor F. Fata

Resolved that item 7.8.2 be postponed to a future meeting of Council.

Carried

c. Canal District Development Initiatives

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the application of the Sault Ste. Marie Economic Development Corporation for Economic Diversification Fund funding in the amount of \$60,000 to assist in the co-ordination, management and implementation of a broad range of Canal District projects and initiatives be approved.

Postponed

Moved by: Councillor P. Christian

Seconded by: Councillor F. Fata

Resolved that item 7.8.3 be postponed to a future meeting of Council.

Carried

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

8.1. Customer Satisfaction

Moved by: Councillor S. Myers

Seconded by: Councillor P. Mick

Whereas City Council is seeking to find different ways to reduce the cost of operating the City and still provide the services desired by the community and maintain a low or zero tax levy increase; and

Whereas it has been a number of years since the public has been asked by survey to prioritize the City services they wish to see provided through the municipal tax levy; and

Whereas members of the public may also have suggestions around services they have seen provided in other jurisdictions that may be worthy of consideration for our city; and

Whereas City Council would use this input as part of their preparation for the 2015 budget;

Now Therefore Be It Resolved that staff be requested to report back to City Council at the second meeting in January with a recommendation as to the best method to elicit this input from the public and the proposed list of municipal services to be ranked.

Carried

8.2. Thank You

Moved by: Councillor T. Sheehan

Seconded by: Councillor M. Bruni

Whereas tonight marks the final meeting of the 2011 - 2014 City Council; and

Whereas Council wishes to recognize the services of Mayor Debbie Amaroso and Councillors Frank Manzo, Pat Mick and Brian Watkins,

Therefore be it resolved that City Council express its gratitude to Mayor Debbie Amaroso and Councillors Frank Manzo, Pat Mick and Brian Watkins for their hard work and service for the citizens of Sault Ste. Marie.

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 F. Fata

Seconded by: Councillor S. Myers

Resolved that all by-laws under item 11 of the Agenda under date 2014 11 10, save and except 2014-233 and 234 be approved.

Carried

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

a. By-law 2014-229 (Zoning) 112 Hugill Street (Spina)

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2014-229 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 112 Hugill Street (Spina) be passed in open Council this 10th day of November, 2014.

Carried

b. By-law 2014-230 (Zoning) 83 Huron Street (Riversedge)

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2014-230 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 83 Huron Street (Riversedge Developments Inc.) be passed in open Council this 10th day of November, 2014.

Carried

c. By-law 2014-232 (Agreement) Court Security and Prisoner Transportation

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2014-232 being a by-law to authorize the execution of an agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services to extend the Court Security and Prisoner Transportation (CSPT) Program to 2016 be passed in open Council this 10th day of November, 2014.

Carried

d. By-law 2014-233 (Parking) Municipal Law Enforcement Officers

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

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2014-233 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 10th day of November, 2014.

Carried

e. By-law 2014-234 (Agreement) Innovation Centre

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2014-234 being a by-law to authorize the execution of an agreement between the City and the Sault Ste. Marie Innovation Centre for the provision of integrated geomatics services (GIS) commencing January 1, 2015 be passed in open Council this 10th day of November, 2014.

Postponed

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that item 11.1.5 (by-law 2014-234) be postponed to a future meeting of Council.

Carried

f. By-law 2014-235 (Temporary Street Closing) Santa Claus Parade

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2014-235 being a by-law to permit the temporary closing of various streets to facilitate the annual Rotary Santa Claus parade on November 22, 2014 be passed in open Council this 10th day of November, 2014.

Carried

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

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

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

13. CLOSED SESSION

14. ADJOURNMENT

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



Sault Ste. Marie
Airport Development
Corporation

BUSINESS & LAND USE MASTER PLAN, SAULT STE. MARIE AIRPORT



SAULT STE. MARIE AIRPORT BY THE NUMBERS

- **The only private regional sized airport in Ontario**
- **One of only two private regional sized airports in Canada**
- **Total airport land base 733 ha**
- **Total number of aircraft movements in 2013 – 57,831**
- **Total passengers in 2013 – 186,809**

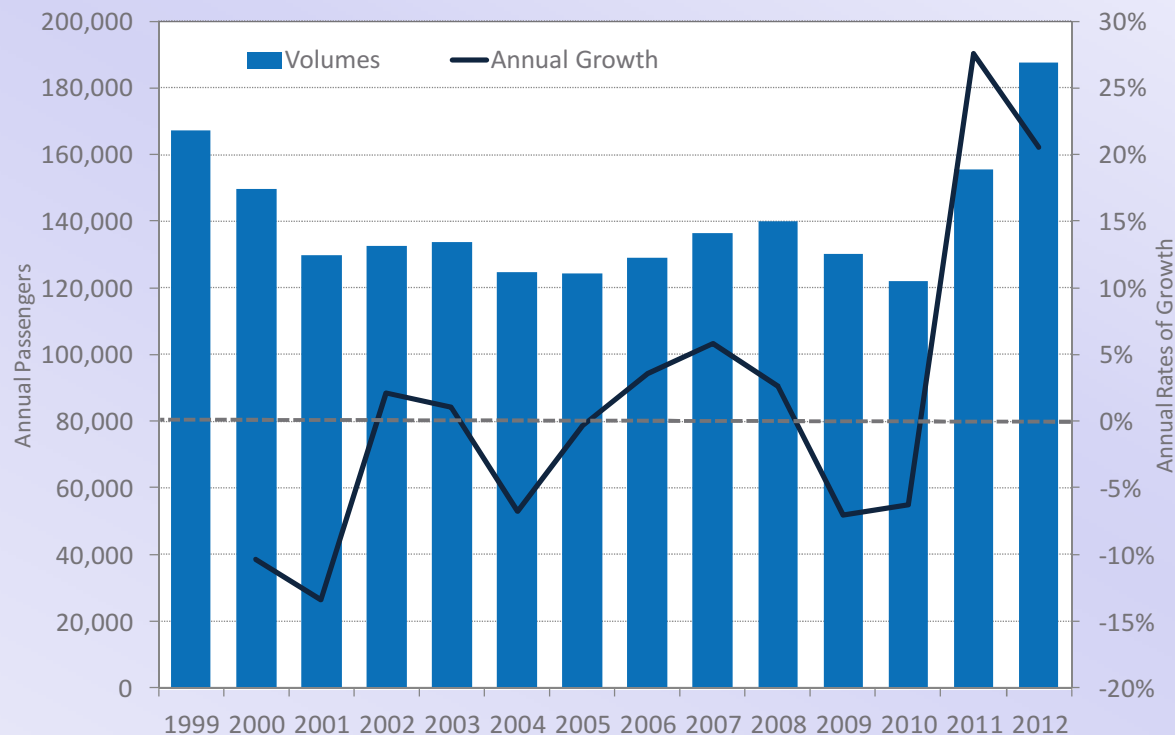
SAULT STE. MARIE AIRPORT BY THE NUMBERS

- **Total Airport Economic Impact (2012 Airport Statistics)**
 - ➔ **\$39.3 Million GDP impact on the Ontario Economy**
 - ➔ **430 Full-time Equivalent Employment; 229 directly at airport.**

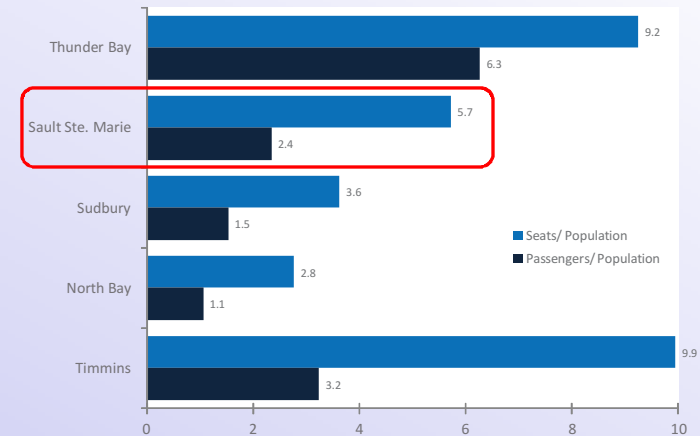
SAULT STE. MARIE AIRPORT CAPITAL IMPROVEMENTS

- **Last 3 years \$4,622,000 in terminal upgrades including expansion, LED lighting, baggage belt, and new environmentally friendly H/Vac System.**
- **New Hangar Expansion \$4,600,000; joint venture between all government sectors – FEDNOR, NOHFC, Sault Ste. Marie EDF fund.**
- **All new LED lighting on entrance road, parking lot, and taxiways.**

YAM PASSENGERS – Past Annual Volumes & Growth Rates



Source: DKMA Inc. based on Statistics Canada and SSMADC data.



Airline Competition

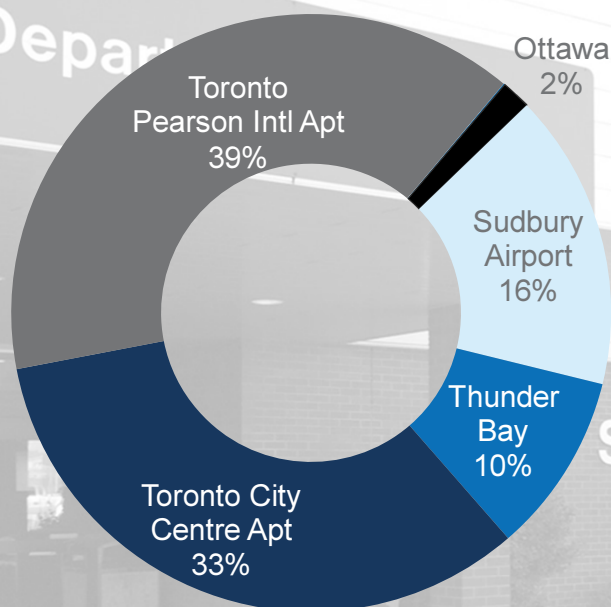
↓ Fare Prices

↓ Passenger Leakage

- Between 2001-2010, Demand was flat as a result of Local Economic Difficulties and High Airfare Costs (Significant Leakage).
- Passenger Traffic has dramatically risen since 2011 due to Porter Entry & Airfare Competition.
- SSM Residents Propensity to Travel by Air → Average for Ontario (2.4 passenger/population).

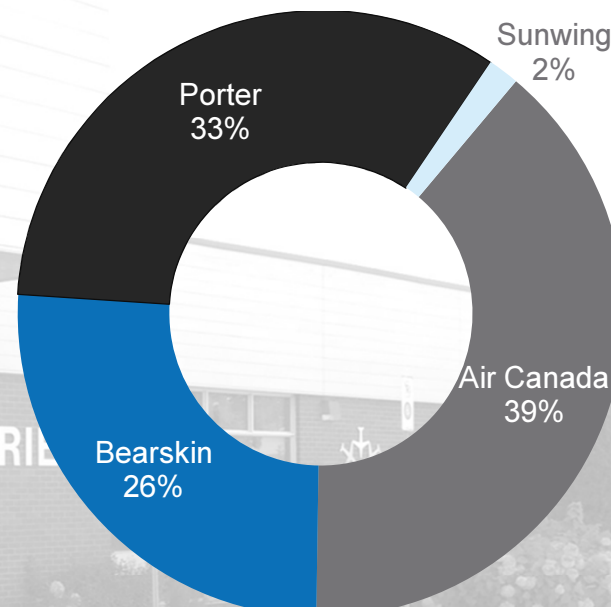
2012 SCHEDULED & CHARTER – Market Distribution

BY ROUTE:



Total Departing Seat Capacity: 228,247

BY CARRIER:

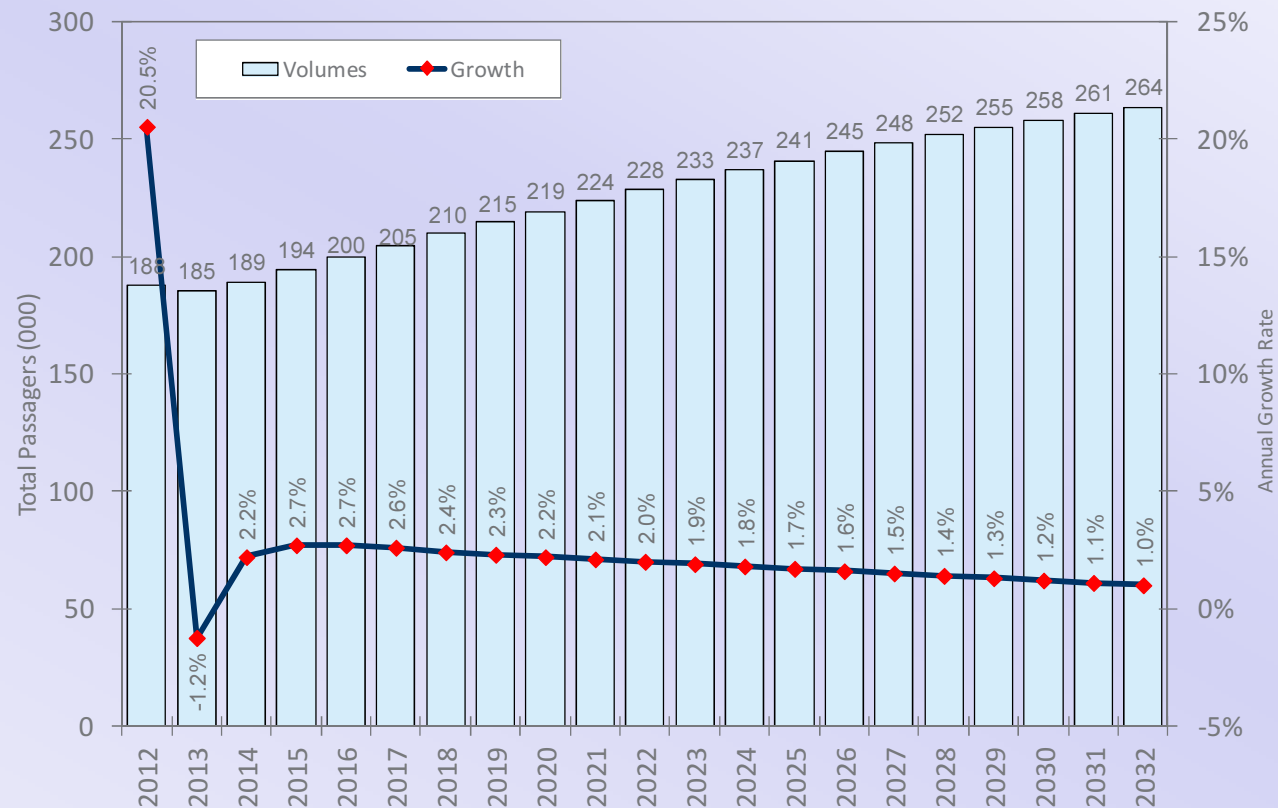


Total Departing Seat Capacity: 228,247

Source: DKMA Inc. based on OAG statistics.

- **Greater Toronto Market** maintains **72%** of the Scheduled Passenger Seat Capacity.
- Following a rationalization of **Air Canada's** seat capacity (between 2011-2013), they still maintain the dominant position with **39%** of SSM passenger market (by seat capacity).
- **Bearskin** have remained steady with a **26%** market share and a reasonable load factor.
- **Need to increase connectivity to other cities.**

PASSENGER TRAFFIC – Forecast

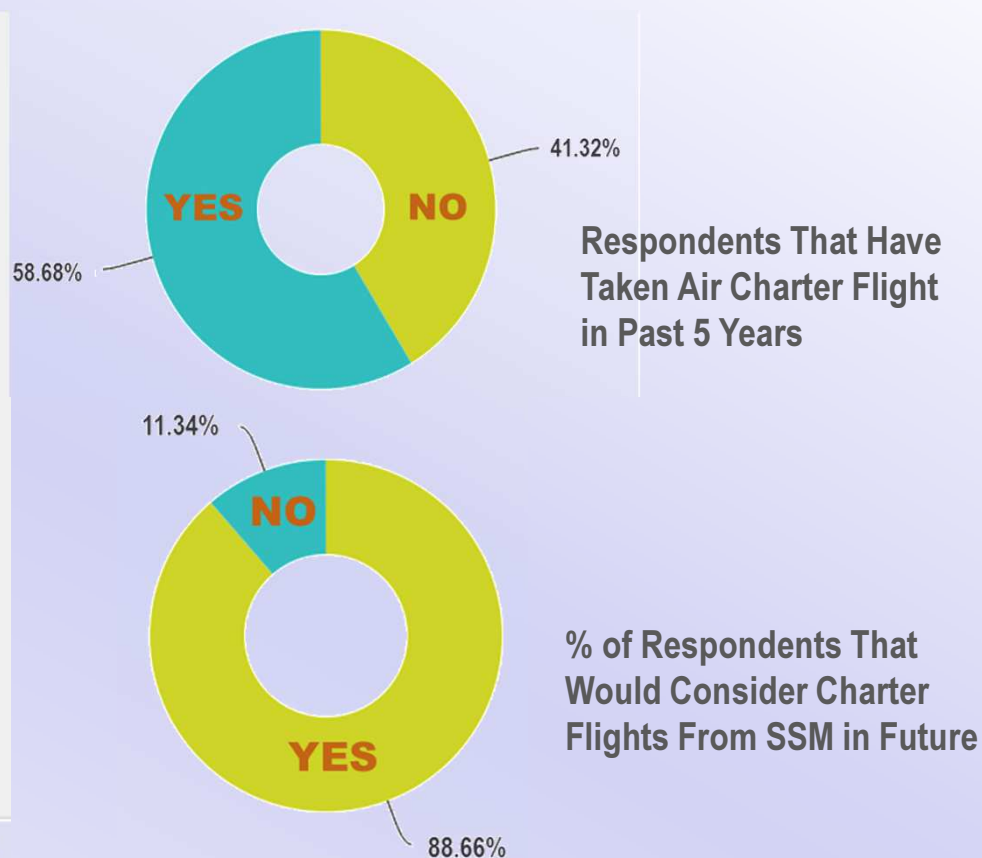


Source: DKMA Inc. based on Statistics Canada and SSMADC data.

Time Period	Annual Growth Rate (%)
2003-2012	0.9%
2007-2012	6.6%
2012-2017	1.8%
2012-2022	2.0%
2022-2032	1.4%
2012-2032	1.7%

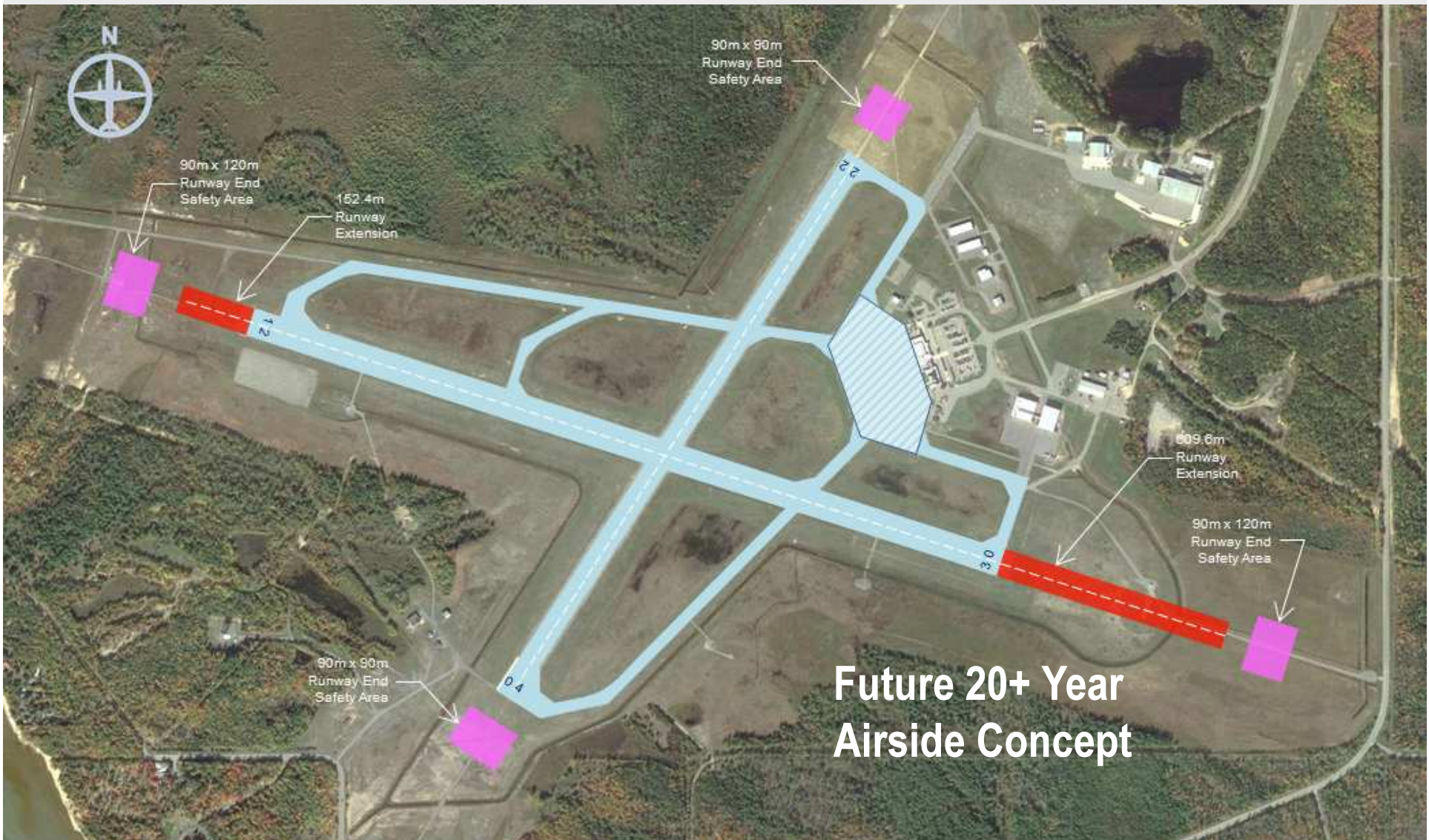
- In 2011, Porter entry and subsequent airfare price reduction in airfare prices resulted in pent-up demand being realized, as well as a reduction in passenger leakage to competing airports.
- Consistent with SSM economic & population projections, passenger traffic beyond 2013 will see slow but positive annual growth of **1.7% (2012-2032)** versus 3.0% forecast for Canada.

AIR CHARTER – Demand and Trends

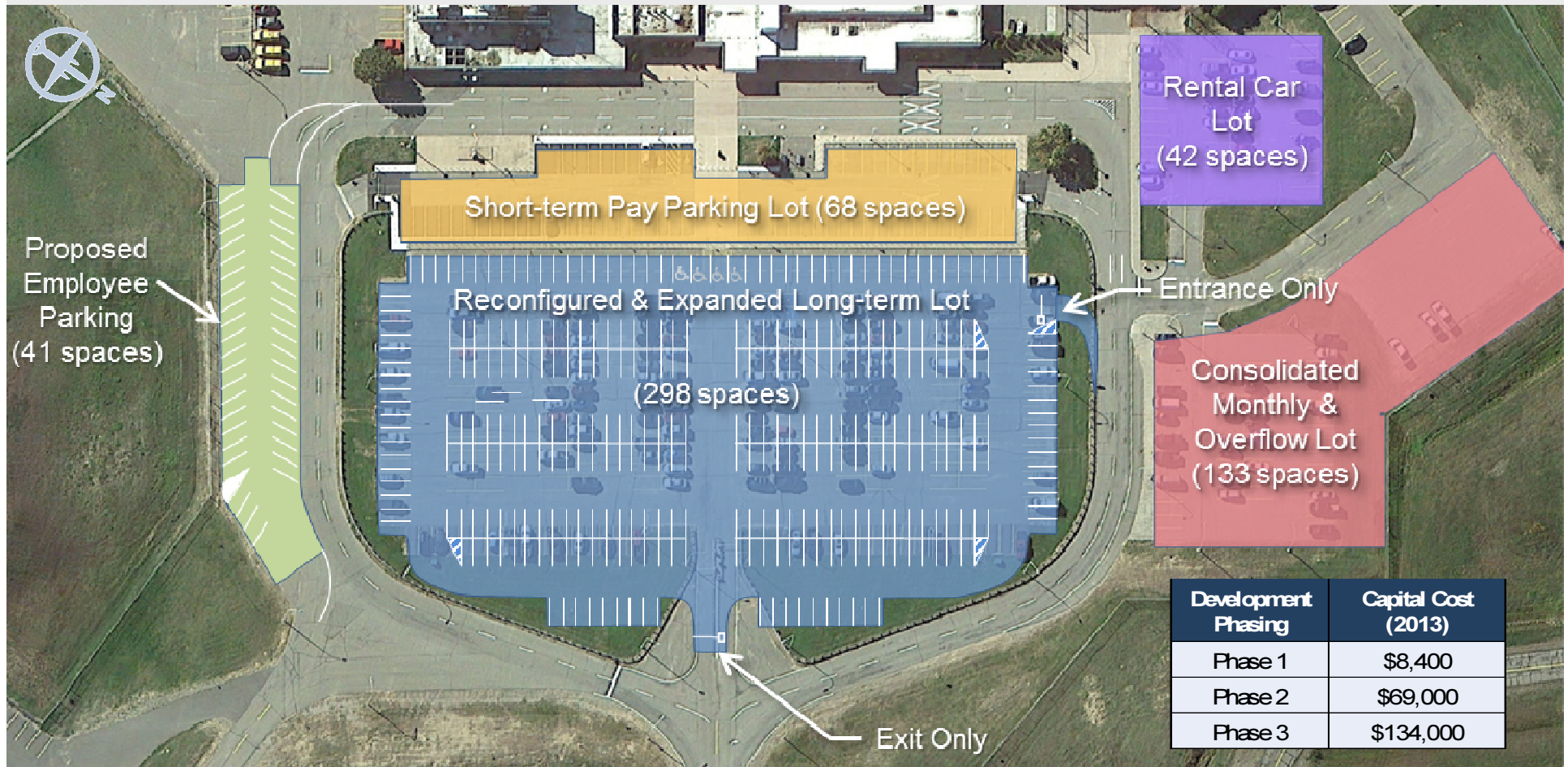


- Despite the departure of Air Transat, seasonal (winter) air charter demand remains very strong.
- The current & projected increase in SSM pre-retires and retirees is fuelling air charter demand.
- Beyond the Cuban destinations, Las Vegas, Florida and Dominican Republic are in demand.

RUNWAY 12-30 – 2033 Airside Development Plan



PROPOSED GROUNDSIDE PARKING PLAN (5-10 Years)



- Public parking demand expected to grow +2.2% p.a. Rental car spaces near capacity.
- Recommendation: Parking facilities should be developed under a 3 phase strategy.

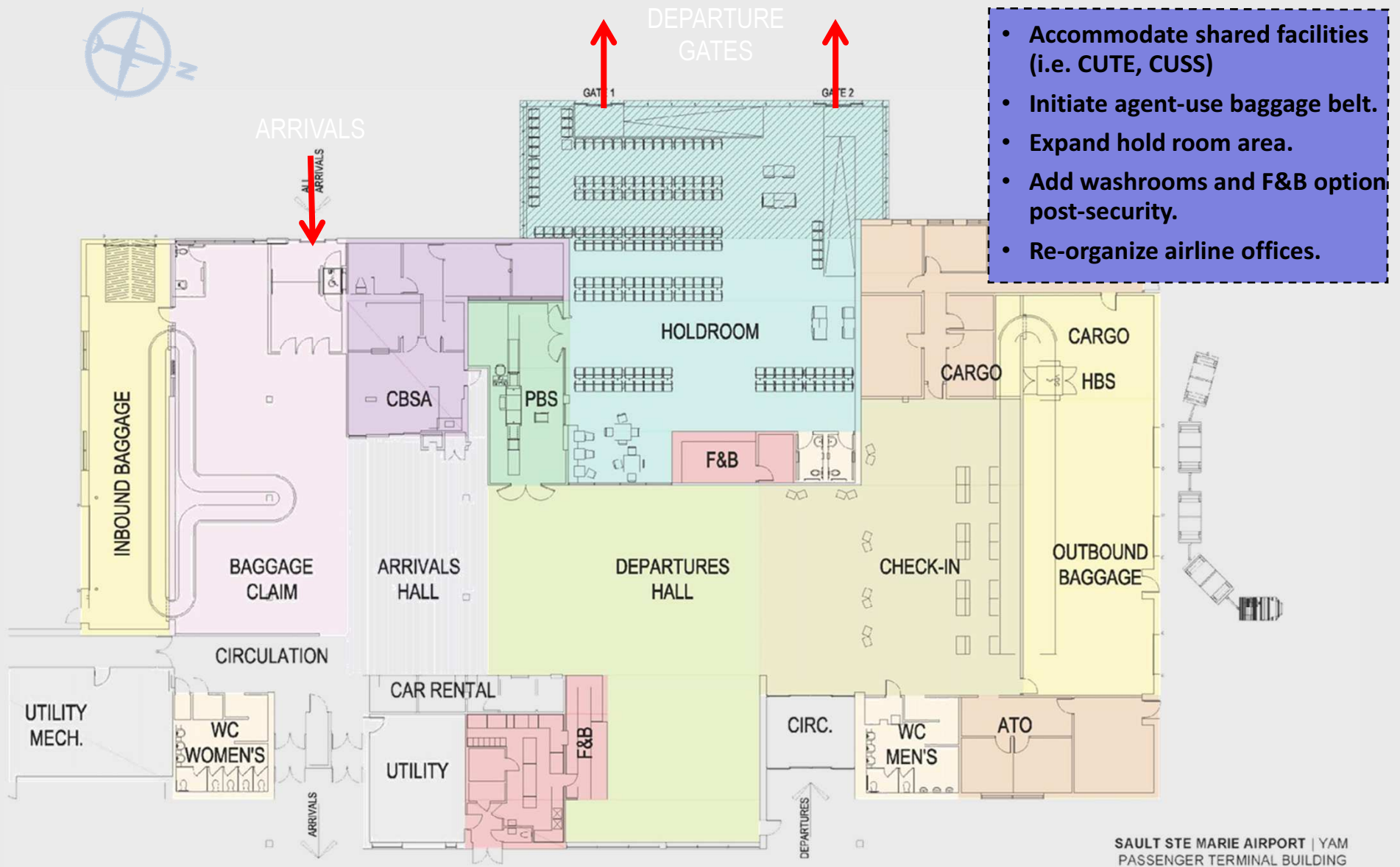
FUTURE PASSENGER TERMINAL TRENDS (Next 20 Years)

TERMINAL TRENDS:

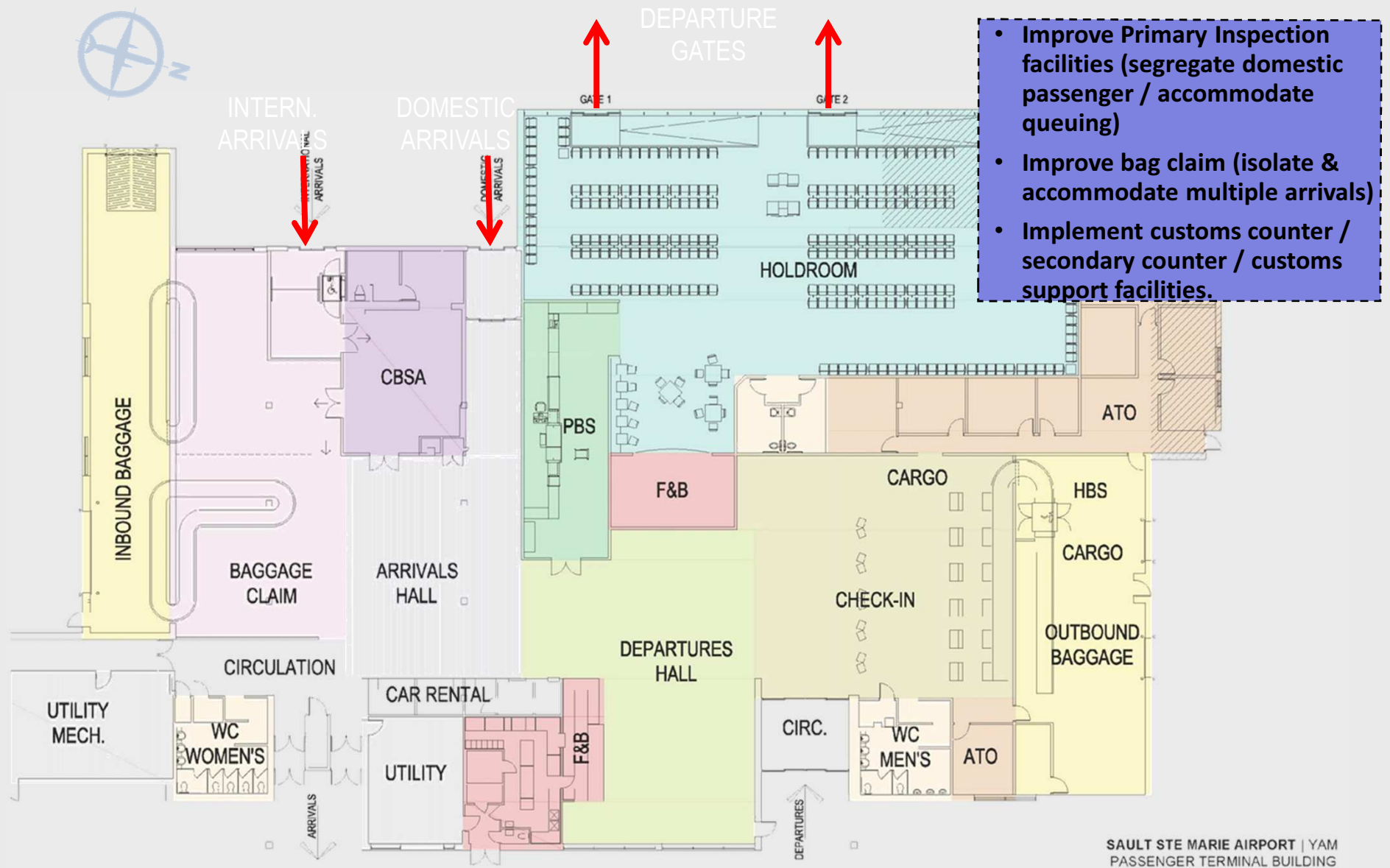
- Passenger Hold rooms:
 - Food & Beverage shifting post-security
 - More “grab-n-go” style
 - Greater amenities/services post-security for “stress-free” environment
- Passenger Check-in:
 - More remote check-in
 - More self-service check-in
 - Common-use airline facilities
 - Self bag-tagging
 - Future will be NFC Check-in
- Pre-board Screening:
 - Will be constantly changing / evolving (CBSA/TSA)
 - More “Trusted Traveler” programs
 - Faster equipment
 - At present: wholly dependent on staffing
- Electronic border crossing/biometrics



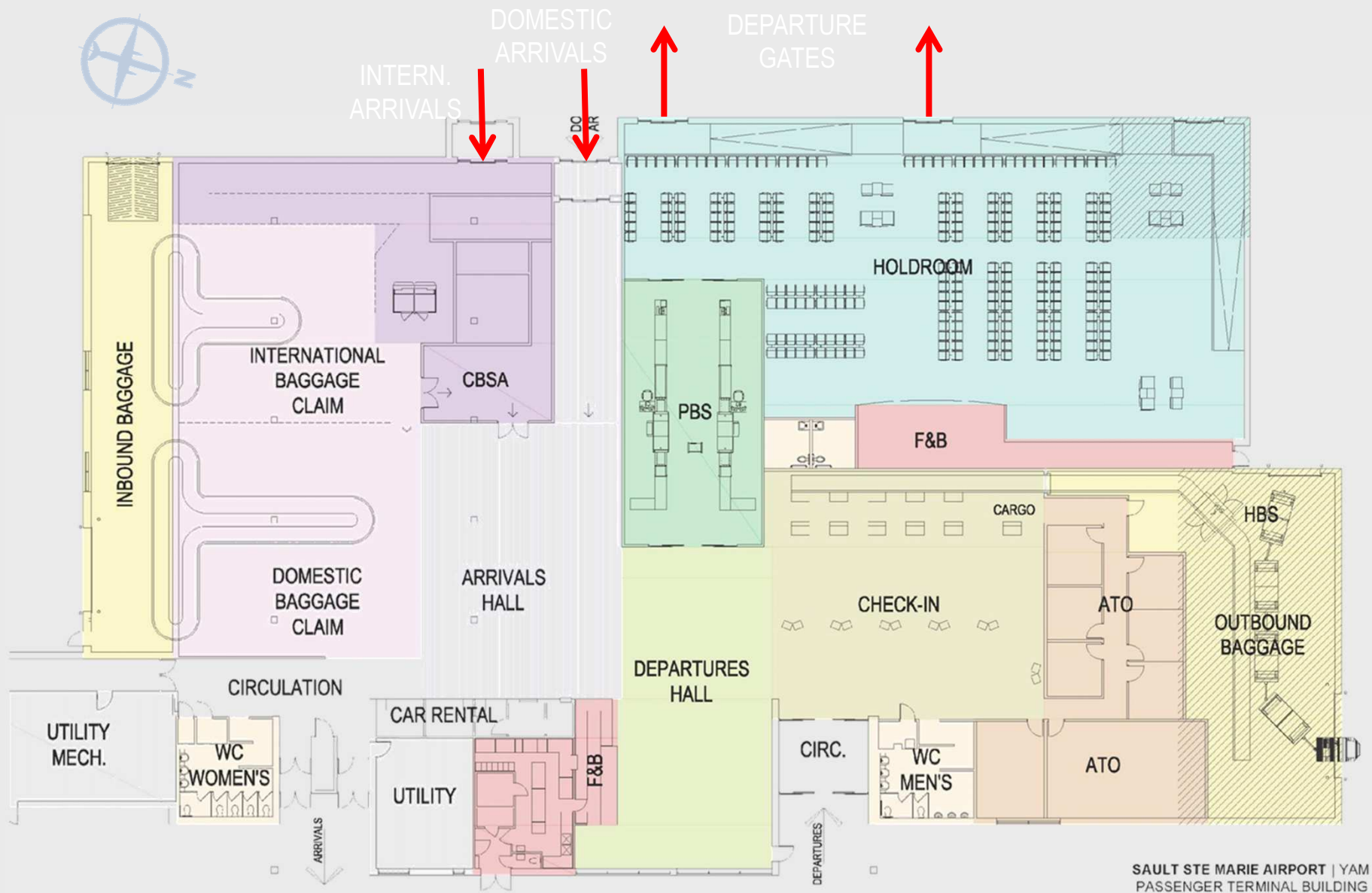
TERMINAL DEVELOP. STRATEGY – 1st STEP (0-5 Years)



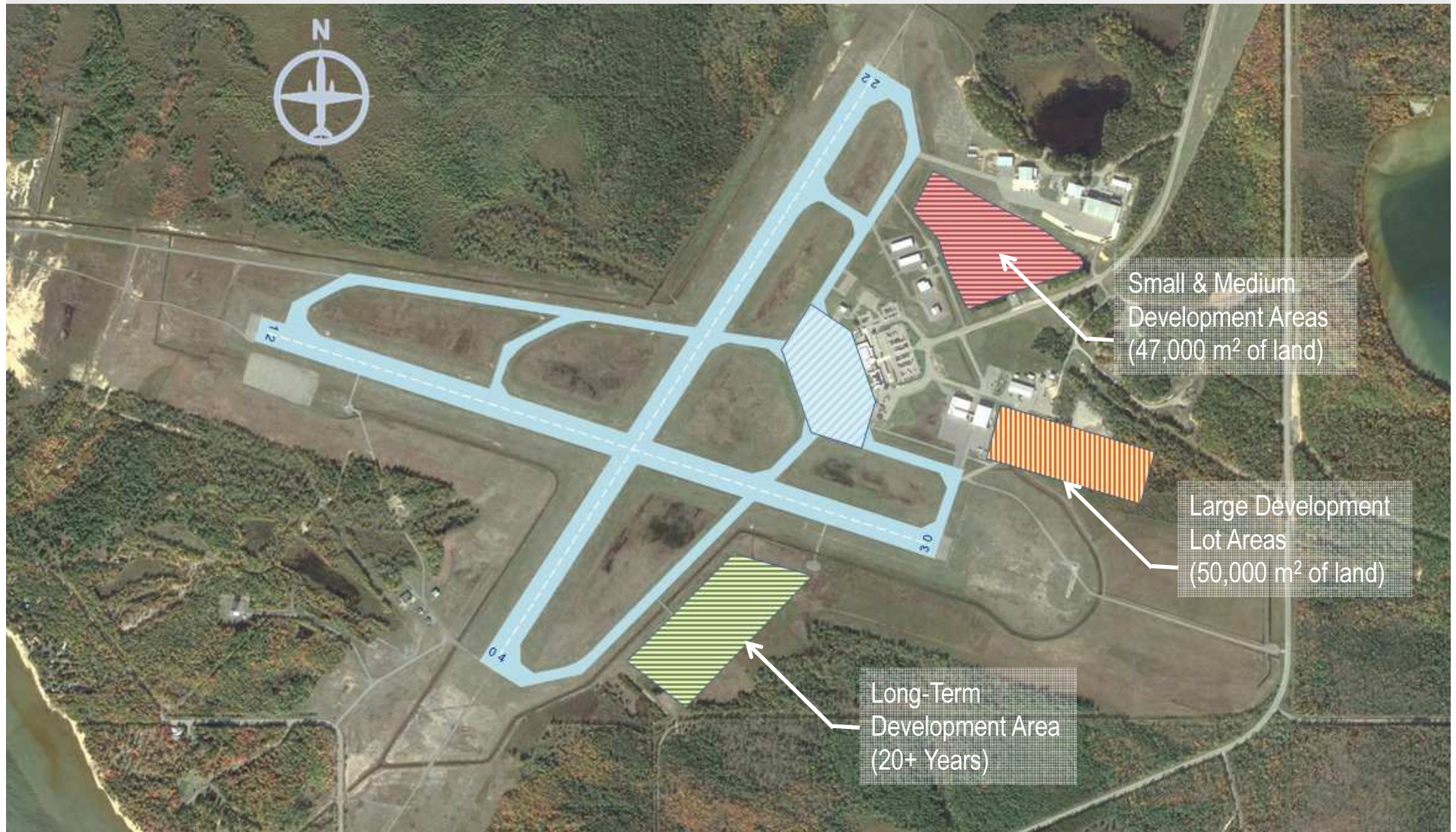
TERMINAL DEVELOP. STRATEGY – 2nd STEP (6-10 Years)



TERMINAL DEVELOP. STRATEGY – 3rd STEP (11-20 Years)



LONG-TERM LAND DEVELOPMENT STRATEGY (Aviation)



DIVEST SURPLUS LANDS – Nokomis Beach Extension

- 7.4 ac parcel; severable to 4 fully treed lots.
- Minimum 16.5 m vertical clearance to OLS transition surface.



DIVEST SURPLUS LANDS – 141 Des Chenes Drive

- 5.87 ac parcel; severable to 2 “bare” lots.
- Min. 11.0 m vertical OLS clearance; Perhaps overflying annoyance; No noise (< 30 NEF) or future approach lighting issues.



DIVEST SURPLUS LANDS – NE Quadrant

- 129.3 ac parcel; Airport Road frontage; Golf Course Opportunity.
- Min. 12.0 m vertical OLS clearance; Perhaps overflying annoyance; No noise (< 30 NEF) or future approach lighting issues.



STAKEHOLDER CONSULTATIONS – AIR SERVICE

- **Survey Summary**
 - 922 surveys received and validated
 - 53% female and 47% male
 - 48% from Sault Ste. Marie and 87% from Ontario
- **Air Charter**
 - 60% had taken an air charter out of YAM in past 5 years and 89% would take one in future
- **Scheduled Carrier**
 - Air Fare Pricing is the most important factor in choice of carrier with timing of flights and frequency of flights also key elements for the travelling public
 - Interestingly, close to 70% of scheduled travel is for leisure purposes

STAKEHOLDER CONSULTATIONS – AIR SERVICE

- **20+ Stakeholder Interviews Conducted Face-to-Face:**
 - ➔ **Airport seen as adequate and functional but needs refurbishment to improve ‘curb appeal’**
 - ➔ **Airport is a positive in the community and meets travel needs**
 - ➔ **Not an impact player in the tourism market**
 - ➔ **Future passenger growth through:**
 - New commercial or industrial activity in SSM
 - Level of service, flight frequency and tourism activity
 - Changing demographics needed to support growth
 - 70% stated better connections to western Canada
 - 50% noted air charter activity
 - ➔ **Aviation business park supported by over 80% of stakeholders**
 - ➔ **Airport Development Corp quarterly forums with stakeholders to exchange info and collaborate on initiatives**

CAPITAL PLAN

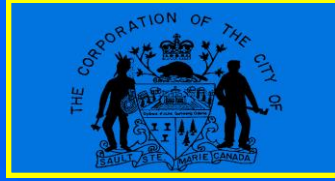
- **Between 2014-2025, Physical Infrastructure will require capital investment of \$18.85 million.**
- **There may be additional capital investment required for the passenger terminal building depending on the future course.**
- **Between 2014-2025, an additional \$3.3 million will be required for Airport Maintenance Equipment replacements.**
- **A reduction in the Runway 04-22 length (by 336.8 m/1105 ft.) will result in a capital cost reduction of \$2.62 million.**
- **The level of risk for additional capital requirements is deemed to be low. (Runway 04-22 will be completely rehabilitated and drainage replacement; therefore, low risk of unforeseen costs).**



**THANK YOU FOR YOUR TIME
AND ATTENTION.
QUESTIONS OR COMMENTS?**



Sault Ste. Marie
Airport Development
Corporation



Corporation Of The City Of Sault Ste. Marie

Public Works And Transportation Department
(‘PWT’)

Larry Girardi – Commissioner

Susan Hamilton Beach – Deputy Commissioner

PWT consists of the following divisions led by the individuals noted:

- WORKS - Mike Lebel
- WASTE MANAGEMENT - Monty Pinder
- TRAFFIC & COMMUNICATION - Andy Starzomski
- CEMETERIES – Roger Nenonen
- TRANSIT – Don Scott

PWT additional divisions led by the individuals noted:

- PARKS – Travis Reid
- BUILDING AND EQUIPMENT – Mike Blanchard
- ADMINISTRATION – Susan Hamilton Beach

WORKS DIVISION

Mike Lebel, Superintendent

Areas of Responsibility

- Road & Sidewalk Maintenance
 - Asphalt Repairs
 - Ditching & Culverts
 - Concrete Sidewalks, Curbs
- Sewer Maintenance
 - Sanitary & Storm Sewers
- Carpentry
- Winter Control

Area Co-ordinators

Rob Gardner

Steve Bringleson

Steve Waite

Mike Faubert

Andy Starzomski

Steve Bringleson, Rob Gardner

Steve Waite

WORKS DIVISION

- Parks Area Co-ordinator - Travis Reid
maintenance of:

Major parks

- Strathclair
- Queen Elizabeth
- Pointe des Chenes
- Elliott
- North street
- Bellevue

75 Neighborhood Parks – Playgrounds and forested areas

Forestry – Tree trimming, pruning, planting and removal

Horticulture – Floral displays and garden areas

WASTE MANAGEMENT

Monty Pinder – Manager of Refuse and Landfill

- Landfill Operations
 - Site Operations
 - Composting
- Waste Collection
 - City Collection
 - Contracted Collection
- Waste Diversion
 - Household Hazardous Waste
 - Recycling Contract
 - Public Education

TRAFFIC AND COMMUNICATIONS

Division Head – Andy Starzomski, Manager of Traffic and Communications

- Traffic Activities
 - Signal maintenance, construction and improvements
 - Pavement markings
 - Sign manufacturing and placement/replacement
 - Traffic Counts
 - Radio, telephone and fibre optic communications
- Reports and Studies
 - School crossing guard studies
 - New traffic control needs
 - Parking restrictions
 - Stop, Yield and 4-Way stops

CEMETERIES

Division Head – Roger Nenonen, Manager Of Cemeteries

- **Daily burials (interments)**
- **Maintenance and operation of four (4) cemeteries**
- **Operation of crematorium**
- **Maintenance, sales , and construction of
mausoleum phases**

TRANSIT

Division Head - Don Scott, Manager of Transit and Parking

- Conventional Transit
 - Provision of bus service on a daily basis, 19 hours a day, 7-days a week
 - Various charter work within City limits
- Para Transit
 - Provision of transportation service for the physically challenged
- Community Bus
 - Provision of a specialized service five (5) days a week for the elderly and physically challenged
- Bus Terminal
 - Operation of a terminal building and concession (C.S.D. staff)

TRANSIT continued:

■ Parking

- Parking enforcement program of 500 Parking Meters and Pay-And-Display units
- Operation / maintenance of 10 municipal parking lots
- Collection of meter coinage
- Maintenance of meter equipment

2014 Annual Budget

	Budget (\$M)
1. Works	
Roadways	3.013
Sanitary Sewers	1.550
Storm Sewers	0.550
Sidewalks	0.875
Total	5.988
Parks	2.960
Total (Works and Parks)	8.948
2. Winter Control	5.767
3. Traffic	1.690
Carpentry	0.530
School Guards	0.282
4. Waste Management	6.166
5. Administration	1.685
6. Buildings and Equip	1.974
7. Cemetery	1.118
8. Transit/Parking	10.226
Grand Total	38.386

FUTURE ISSUES

Extreme Weather Events

- Flooding conditions, extreme snow falls, severe winds, etc .

Aging Infrastructure

- Roads, sewers, sidewalks, PWT buildings

Waste Management

- Need to satisfy provincial diversion targets and meet disposal requirements

Environmental Concerns

- Salt management issues, groundwater protection, unforeseen

Transit Ridership

- Ways to grow ridership with new dedicated gasoline tax revenue

2014 Annual Budget

	Expense Budget (\$M)
1. Works	
Roadways	3.013
Sanitary Sewers	1.550
Storm Sewers	0.550
Sidewalks	0.875
Total	5.988
Parks	2.960
Total (Works and Parks)	8.948
2. Winter Control	5.767
3. Traffic	1.690
Carpentry	0.530
School Guards	0.282
4. Waste Management	6.166
5. Administration	4.78
6. Buildings and Equip	1.974
7. Cemetery	1.118
8. Transit/Parking	10.226
Grand Total	41.480

MUNICIPALITÉ • EAST FERRIS • MUNICIPALITY

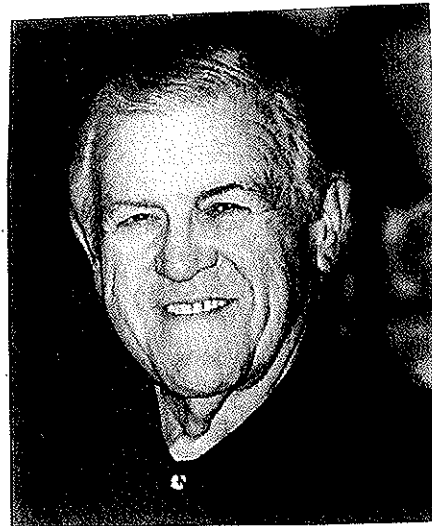


BILL VREBOSCH

Mayor - Maire

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mayor@eastferris.ca

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Tel.: 705-752-1304
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vrebosch@efni.com
www.eastferris.ca



Dear Mayor and Council:

Congratulations and best wishes as you enter the new term of council for your municipality.

I have served the Municipality of East Ferris as the Mayor and Deputy-Mayor since 1977 and I was just acclaimed to the next term.

I have been a very strong advocate of our Northern issues since 1999 when I was first elected to represent Zone 9 of the ROMA Board and it has been my privilege to work with FONOM, NOMA, and AFMO supporting Northern issues.

The Zone 9 boundaries underscore the reasons we need a strong and experienced voice on this ROMA Board. (Gravenhurst to Moosonee and West to the Manitoba border)

The rest of the ROMA Board comes from the area south of Gravenhurst.

I have the time and the commitment to keep representing Zone 9 on your behalf. My attendance record is nearly perfect.

My council is passing a motion of support for my re-election at the ROMA/OGRA Conference in February 2015 and I would appreciate your council's endorsement so that I can continue.

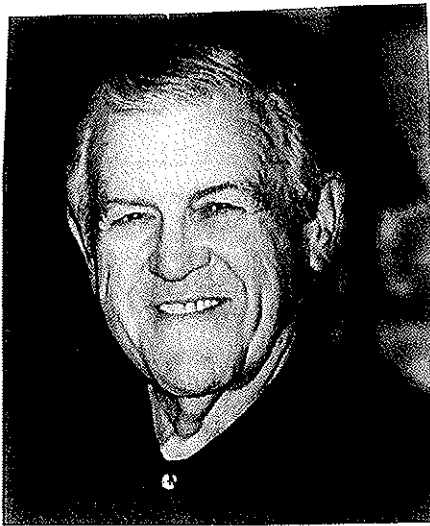
I am requesting that your council pass a motion of support for my re-election as the ROMA Zone 9 representative and, that you forward a copy of the motion to the AMO offices in Toronto.

Even if you do not have any representatives attending the conference, your motion of support is very important to me. I would be happy to address any questions you may have.

Yours truly,

Bill Vrebosch, Mayor, Municipality of East Ferris, vrebosch@efni.com, 1-705-752-1304

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NO.: 52521
DIST: Agenda



RE-ELECT A STRONG AND EFFECTIVE VOICE FOR THE NORTH ZONE 9 - ROMA

FEBRUARY 2015 ROMA/OGRA CONFERENCE

BILL VREBOSCH

MAYOR-MUNICIPALITY OF EAST FERRIS vrebosch@efni.com

- HAS SERVED ON THE RURAL CAUCUS AND ROMA SINCE 1999
- 2 TERMS AS CHAIR OF RURAL CAUCUS
- 3 TERMS AS CHAIR OF ROMA
- AMO EXECUTIVE AND BOARD MEMBER
- MEMORANDUM OF UNDERSTANDING – MOU – AMO - PROVINCE
- MUNICIPAL POLITICS AS MAYOR AND DEPUTY-MAYOR SINCE 1976
- OPP BILLING MODEL REP FOR UNDER 5000 POPULATION MUNICIPALITIES
- MAYOR AND DEPUTY-MAYOR OF EAST FERRIS SINCE 1977
- I HAVE AN EXCELLENT ATTENDANCE RECORD AT THE ROMA MEETINGS

I will be running for re-election to the ROMA Board Zone 9 at the convention in February and I would appreciate your council's support through a motion endorsing my nomination to ROMA - Zone 9

Please send a copy of you council's motion of support to AMO.

I have received endorsement statements from Michael Doody and Tom Laughren of Timmins and Clermont Lapointe (AFMO), just to mention a few. They know my dedication and commitment to bringing up our Northern issues and I thank them.

My election to the ROMA board gives the North another strong voice at the table as I work with both FOMON and NOMA to bring Northern issues to the ROMA and AMO boards.

VIA EMAIL

November 19, 2014

Mike Wallace, MP, Burlington
The Honourable Lisa Raitt, MP Halton
Terence Young, MP, Oakville
The Honourable Michael Chong, MP, Wellington-Halton Hills
Eleanor McMahon, MPP, Burlington
Indira Naidoo-Harris, MPP, Halton
Kevin Flynn, MPP, Oakville
Ted Arnott, MPP, Wellington-Halton Hills
Federation of Canadian Municipalities (FCM), Brad Woodside
Canadian Manufacturers and Exporters, Jayson Myers

Please be advised that at its meeting held Wednesday, November 19, 2014, the Council of the Regional Municipality of Halton adopted the following resolution:

**RESOLUTION: “Buy American” Provisions in the American Recovery
 and Reinvestment Act**

WHEREAS cities and communities across Canada support free and fair trade between Canada and the United States;

AND WHEREAS bilateral trade between Canada and the United States amounts to over \$600 billion per year in economic activity, significantly contributing to Canada's long-term economic competitiveness;

AND WHEREAS many of the most important supply chains and industry linkages that fuel our respective economies are inexorably linked;

AND WHEREAS provisions, such as 'Buy American' requirements, which serve to inhibit this important economic partnership directly affects the economic prosperity of our country, our businesses and our communities;

AND WHEREAS Halton Hills and Halton Region showed leadership in 2009 by passing resolutions calling on the Federal, Provincial and municipal governments of Canada to push back against unfair U.S. legislation;

AND WHEREAS organizations like Canadian Manufacturers and Exporters estimate that thousands of manufacturing jobs are continuously at risk from continued Buy American provisions being proposed across the United States;

AND WHEREAS Halton companies were directly impacted as jobs were lost due to the Buy American provisions being inserted into projects receiving federal and municipal funding;

AND WHEREAS Canadian cities and communities are committed to open and fair trade with American governments and businesses;

AND WHEREAS recent agreements between Canada and the United States have recognized the critical economic linkages between our two countries, fostering secure, predictable trade and investment environments;

THEREFORE BE IT RESOLVED THAT all municipalities be requested to express support for free, fair and reciprocal trade between the United States and Canada and support the principle that any restrictive 'Buy American' provisions in U.S. legislation are contrary to that spirit of free trade;

AND THAT the Region of Halton call on the Federation of Canadian Municipalities (FCM) to support and work with the Government of Canada, the Canadian Manufacturers and Exporters and other stakeholders in their efforts to urge the United States Congress and state governments to abstain from the use of 'Buy American' provisions;

AND THAT FCM be requested to write to the U.S. National League of Cities and the United States Conference of Mayors urging them to also support the spirit of this resolution and the spirit of free trade, so that businesses and industries on both sides of the border can compete for contracts in the fairest and most efficient manner;

AND THAT the Regional Chair write to the Prime Minister, the leader of the Opposition and the leader of the Liberal Party advising them of Regional Council's position and enclosing a copy of Regional Council's resolution in this regard;

AND THAT the Regional Clerk forward a copy of Regional Council's resolution to all Ontario municipalities requesting that they endorse and support Halton's position and to Halton MP's, MPP's, FCM and the Canadian Manufacturers and Exporters for their information.

As per the above resolution, please accept this correspondence for your information and consideration.

If you have any questions please contact Ms. Karyn Bennett, Regional Clerk & Director of Council Services.

Sincerely,



Kathy Kielt
Deputy Clerk and Supervisor of
Council & Committee Services

c. Karyn Bennett, Regional Clerk & Director of Council Services



THE CORPORATION OF THE TOWNSHIP OF ST. JOSEPH

P.O. Box 187

1669 Arthur Street

Richards Landing, ON P0R 1J0

Telephone: 705-246-2625

Fax: 705-246-3142

www.stjosephtownship.com

November 12, 2014

Your consideration and support of the following resolution is gratefully appreciated.

Whereas The Township of St. Joseph agrees with the Technical Standards & Safety Authority's (TSSA) stated purpose of promoting and enforcing public safety; and

Whereas we recognize that achieving the stated goal of ensuring public safety requires a good working relationship between fuel station operators and TSSA Inspectors, effective education on standards and compliance requirements, affordable and transparent fee structure, common sense solutions to achieving public safety, and ensuring that the equipment and work required to meet standards is affordable; and

Whereas there have been significant concerns brought forward from across Algoma that many of these aspects listed above have not been met and that enforcement of these standards have resulted in the closure of re-fuelling stations due to the high cost of compliance with new standards and not due to any "imminent threat" to public safety; and

Whereas TSSA has not undertaken effective stakeholder consultations and impact analysis/risk assessment of applying new standards; and

Whereas maintaining re-fuelling services in rural and small communities is key to the economic and social viability of these communities and the public safety of residents and visitors;

Therefore Be It Resolved that The Township of St. Joseph is requesting TSSA to consider the following:

1. TSSA commit to a stakeholder consultation of small independent businesses in Northern Ontario to fully understand the impact regulation changes and enforcement on this sector.

- Such a review should include meaningful consultations with all stakeholders (small town/rural independents, Ministry of Tourism, MOE, municipalities, Economic Development organizations, tourism associations, snowmobile/ATV clubs, emergency services).
- Explore funding available to small businesses

2. TSSA conduct an impact analysis on its regulation changes and enforcement actions to small and rural communities in Northern Ontario.

- This review should also include an analysis of whether there are enough licensed contractors in Ontario's regions to complete this work, at an affordable price, within the timeframes of the orders.
- Will new public safety issues be created by consumer response to loss of re-fuelling services in their community?
- Are TSSA's actions supporting Ontario's commitment to small businesses in the North?

3. TSSA commit to instituting an immediate moratorium on orders (where there is no imminent hazard) until stakeholder consultation and an impact analysis are completed.

4. TSSA conduct an audit to determine if their field inspector's behaviour is aligned with its "Corporate Values".

- Provide training or mechanism(s) to help Inspectors gain compliance, are avoid over-aggressive, or intimidating enforcement behaviour.
- Provide small business operators with avenues to report Inspector without fear of reprisal.

Your support of this resolution by written response to the following would be greatly appreciated:

Michael Beard, President and CEO of TSSA
Hon. David Orazietti, Minister of Government and Consumer Affairs
MPP Mike Mantha

Malcolm White

From: AMO Communications <communicate@amo.on.ca>
Sent: Monday, November 17, 2014 4:53 PM
To: Malcolm White
Subject: Policy Update - What Happened Today

November 17, 2014

AMO Members' Update - What Happened Today

2014 Fall Economic Statement Highlights

Below are highlights from the Minister of Finance's [fall economic statement](#).

The 2013-14 provincial deficit is \$10.5 billion. The Province's total revenue projection for 2014-15 is \$509 million **lower** than the 2014 Budget forecast. The 2014-15 total expense outlook is \$208 million lower than projected in the 2014 Budget. We will continue to monitor the provincial fiscal projections on behalf of AMO members as reduced revenues may result in additional program reductions or other actions as the Province works to balance its budget by 2017-18.

Also of note for the municipal sector:

Provincial Land Tax

Today's statement reaffirms the government's commitment to bring forward proposals for implementation in 2015. Provincial land tax is the tax paid in the unincorporated areas of northern Ontario that are outside municipal boundaries.

Power Dam Special Payment

The planned reduction to the Power Dam Special Payment Program for 2015 will be deferred. Municipal representatives have been in discussion with provincial officials on this issue. Affected municipal governments and AMO have called on the provincial government to cancel the proposed \$4.4 million cut to these payments. Failing that, options are being explored to reintroduce the municipal taxation of power dam properties.

The 2015 deferral removes an immediate financial risk to over 100 municipalities for the short term. Continued advocacy for 2016 and beyond is required to minimize the municipal fiscal impact of this proposal. AMO has secured a commitment to look at cumulative impacts that provincial decisions such as this bring to the sector.

Contact: Matthew Wilson, Senior Advisor, mwilson@amo.on.ca, 416-971-9856 ext. 323.

Infrastructure - OCIF announcement

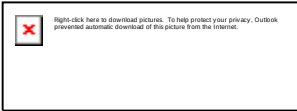
The government today announced \$50 million in formula allocations for eligible municipalities under 100,000 population, [Ontario Community Infrastructure Fund Formula-based Component Allocations](#), providing three years of stable support for municipalities. Announcements for the other \$50 million in the Ontario Community Infrastructure Fund (OCIF) project applications and the Building Canada Fund – Small Communities Fund are anticipated in the coming months. OCIF will be reviewed in the future with a view to moving toward full formula allocation.

The Ontario government pledged \$29 billion over ten years in its 2014 Budget for transit, highways, and other infrastructure projects - \$15 billion in the Greater Toronto and Hamilton Area (GTHA), and \$14 billion outside will support priorities such as GO Transit and Regional Express Rail, as well as highway expansion. Many projects were announced during the Ontario election. BCF infrastructure funding under the National Component is also available for application. AMO is awaiting the announcement of the BCF Provincial/Territorial Infrastructure Component in Ontario. Members will be advised immediately when this Fund is announced.

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

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From: AMO Communications <communicate@amo.on.ca>
Sent: Thursday, November 27, 2014 5:43 PM
To: Malcolm White
Subject: AMO Policy Update: Blue Box Arbitration Decision - Analysis and Next Steps

November 27, 2014

Blue Box Arbitration Decision - Analysis and Next Steps

As reported earlier, the Blue Box Arbitration decision concluded that the 2014 Steward Obligation is \$115,172,322. The 2014 interim payments are at a current value of \$99.5 million. This means that an estimated \$15.6 million is to be paid additionally to those municipalities and First Nations who operated Blue Box programs in 2014.

The operational details of how and when these municipal payments will occur will be discussed soon by the parties – AMO, City of Toronto, and Stewardship Ontario (SO) – and Waste Diversion Ontario. Further information on this will be provided shortly.

The Arbitrator, the Honourable Robert Armstrong Q.C., provided a thorough and thoughtful decision which will be instructive for the municipal sector, the producer community, the Province, and others to understand going forward. The complete decision is available here: [Blue Box Arbitration Award Decision](#).

Key conclusions contained in the Arbitrator's decision include:

The interpretation of section 25(5) of the *Waste Diversion Act* was at the heart of the dispute. The provision says: "A waste diversion program developed under this Act for blue box waste must provide for payments to municipalities to be determined in a manner that results in the total amount paid to all municipalities under the program being equal to 50% of the total net costs incurred by those municipalities as a result of the program".

- After careful consideration of both parties' arguments on the correct interpretation, the Arbitrator concluded: "I find that under s. 25(5) of the Act, the obligation that Stewardship Ontario pay 50% of the total net costs incurred by the municipalities as a result of the program **is limited by the requirement that such costs be reasonable**". [his emphasis]

What are the total costs incurred by municipalities as a result of the program in 2012?

- To determine the Steward Obligation, the Arbitrator found that he had two choices: i) the costs reported and verified through the Datacall or, ii) the costs produced as a result of the operation of the Baseline Cost model.
- The Arbitrator was satisfied that the Datacall and its verification process passed the test of reasonableness. He rejected the Baseline Cost model on the basis that the evidence was insufficient to establish that it could "provide a reliable figure for the 2014 Steward Obligation".
- He did not reject the principles of cost containment and the objective of attempting to pursue best practices as a means of containing costs. The question of how these principles will be used in future years was left to the parties.

In-Kind Payments:

- Although the Arbitrator determined that he did not have the jurisdiction to rule on whether there is statutory authority for in-kind payments by the newspaper stewards, he did say that in his view the system of in-kind payments by the newspapers is extremely unfair to the municipalities.
- He recommends that the provision for in-kind payments for newspapers be abandoned or at the very least it ought to be limited to a level that is reasonable both as to the total amount and to the rates charged.
- He agreed that 50% of the \$2.2 million of in-kind advertising used by the municipalities in 2012 should be included in the municipalities' costs and 50% of it paid as part of the 2014 Steward Obligation.

Determination of the Steward Obligation in Future Years:

- The Arbitrator recommended that the method he adopted for 2014, the use of the Datacall and the WDO verification process, be used in future years subject to a thorough review and discussion at MIPC as to any adjustments that need to be made each year.
- This, of course, will need to be worked out by the parties and may be overtaken by future waste diversion activities.

The Arbitrator's Comments regarding MIPC:

- He found that MIPC (Municipal Industry Programs Committee) had a broad power to make recommendations which were adopted by the WDO Board. He did not agree that municipalities were disadvantaged at MIPC as they were volunteers or did not have access to the same level of support or expertise available as stewards.

The arbitration took place over five months and over 30 hearing days. More than 24 witnesses were called and about 700 documents were produced. The Arbitrator noted that on the whole witnesses on both sides did their best to help him understand a complicated and difficult case.

With the conclusion of the Blue Box Arbitration, AMO would like to sincerely thank its legal counsel, Dr. Dianne Saxe, and her associate, Meredith James, the arbitration team of Alex Scott, Craig Bartlett, and Monika Turner, in concert with the City of Toronto team of Glenn Chu, Matthew Cornett, Vince Sferrazza, and Annette Synowiec, for all their work and efforts on behalf of the municipal sector. We also want to, again, thank all our witnesses who testified and provided affidavits on behalf of the municipal sector. All their statements and the full set of arbitration documents can be found on the AMO website at [Blue Box Arbitration](#).

What's Next?

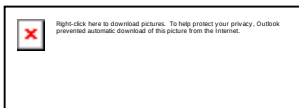
Now that the arbitration process is complete, it is our view that its findings will be helpful to all parties given the Ontario government's commitment to bring in new waste reduction legislation with full producer responsibility. Last week the Honourable Glen Murray, Minister of Environment and Climate Change, said that the new legislation is expected in 2015 and has signalled that they are looking to the producers and municipalities to develop workable solutions themselves as input to the legislation.

We understand that this includes producer-municipal sector discussions on a new Blue Box framework. AMO, with the City of Toronto, and with staff support from the Regional Public Works Commissioners of Ontario and the Municipal Waste Association, is currently developing a sector approach to prepare for these upcoming discussions. Further information on these future waste diversion activities will be shared as it becomes available.

AMO Contact: Monika Turner, Director of Policy, mturner@amo.on.ca, 416-971-9856 ext. 318.

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Malcolm White

From: AMO Communications <communicate@amo.on.ca>
Sent: Wednesday, November 26, 2014 4:07 PM
To: Malcolm White
Subject: AMO Breaking News - Update on Bill 8, Accountability and Transparency Measures

November 26, 2014

Update on Bill 8, Accountability and Transparency Measures

Today, AMO President Gary McNamara appeared before the Standing Committee on General Government to address Bill 8 (*An Act to promote public sector and MPP accountability and transparency by enacting the Broader Public Sector Executive Compensation Act, 2014 and amending various Acts*).

Those chosen to appear before this Committee were given five minutes to present and ten minutes to answer questions from the all-party membership of the Committee. The Committee completes its nine hours of hearings today. It is set to debate amendments on December 1 and then the Bill is to be reported for Third Reading.

AMO's comments and recommended amendments focused on how to make the Bill clearer, address the already apparent conflicting interpretations, and deal with overlap and duplication. Good implementation is best informed by good, clear legislation. Highlights of our presentation follow. (For a full copy of remarks and the written submission, [click here](#).)

- Recognize the legislative and administrative role that elected councils play;
- Clarify that complaint investigation is about "fairness in" any decision in the course of administration;
- Clarify the roles of all the various investigative officers so there is no overlap and clarity of jurisdiction is articulated for all; that the respective processes are clear, especially if the "super" oversight system is not removed;
- Define "systemic reviews";
- Add a better definition of what constitutes a "meeting";
- Provide for a transition period for municipal governments so that their budget cycle and other work to implement the Bill can be properly done; and
- Provide balance and fairness by allowing for questions of jurisdiction to be asked of the courts by not only the Ombudsman, but all parties.

AMO believes that public trust is a shared value, whether a local, provincial or federal order of government. If a municipal government does not have that trust, it has every reason to earn it, and good government is best served when municipalities meet that goal independently.

AMO appreciates the efforts of its Working Group, composed of municipal lawyers and senior staff, in reviewing the Bill.

Watch for the next update on what amendments to this Bill, if any, the Standing Committee approves.

AMO Contact: Pat Vanini, AMO Executive Director, pvanini@amo.on.ca, 416-971-9856 ext. 316.

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Malcolm White

From: AMO Communications <communicate@amo.on.ca>
Sent: Monday, December 01, 2014 11:54 AM
To: Malcolm White
Subject: AMO REPORT TO MEMBERS

December 1, 2014

AMO Report to Member Municipalities Highlights of the November 2014 Board Meeting

To keep members informed, AMO provides updates on important issues considered at regular AMO Board of Directors' meetings. Highlights of the November 2014 Board meeting include:

Budget and Work Plan for 2014-15: The Board approved its budget and work plan. President Gary McNamara and Secretary-Treasurer, Elizabeth Savill noted that the Board will be busy addressing a wide range of policy development as input to the over 30 provincial priority initiatives contained in Ministers' mandate letters. In addition, there are corporate initiatives, such as the councillor training sessions and new on-line training modules and changes to the reporting system to implement the permanent AMO - Canada Gas Tax Agreement. The President will be sending members of councils more information on the Board's strategic objectives and work activity for 2014-15 in the coming weeks.

Board Vacancies: There are a total of eight vacancies across four caucuses. The Board has approved the process for filling these vacancies which includes a call for nomination. The details of the process, the qualifications and other requirements will be sent to the membership later this week. If you are interested in being nominated, please read the material carefully and note the deadlines. It is the Board's intent to make a decision on the vacancies at its January 30 meeting.

Contact: Ms. Pat Vanini, Executive Director, e-mail: pvanini@amo.on.ca, ext. 316 **or** Lorna Ruder, Executive Assistant to the President and Board, e-mail: lruder@amo.on.ca, ext. 341.

Bill 8 – Public Sector and MPP Accountability and Transparency

The Board was updated on the recent Standing Committee hearings on this Bill. There were a cross section of presenters, including the integrity commissioners, the Provincial and a municipal auditor general, the provincial and Toronto Ombudsman and the Constitutional Rights Centre which question the constitutionality of some of the government's oversight framework in the Bill as it relates to municipal governments. The Standing Committee is to debate motions to amend the Bill and will conclude its work on December 3rd. AMO will keep its members informed as to what amendments were made to the Bill as a result of the hearings.

Blue Box Arbitration and Waste Diversion Policy

On November 25th, the Honourable Robert Armstrong, Q.C. released his arbitration decision related to the amount of the 2014 Blue Box payment to municipalities from the steward producers. The Arbitrator concluded that the Steward Obligation is \$115,172,322, which is higher than the current 2014 interim payments. Materials on the decision were sent to AMO members last week and are on the [website](#). The Board was briefed on the upcoming future Blue Box framework negotiations with stewards as well as the Province's new waste reduction legislation expected in 2015. AMO and the City of Toronto, with staff support from Regional Public Works Commissioners of Ontario (RPWCO) and Municipal Waste Association (MWA), will work together to ensure that the municipal sector is prepared for these discussions.

Contact: Monika Turner, Director of Policy, email: mturner@amo.on.ca, ext. 318.

Municipal Hazardous and Special Waste (MHSW) Update

The discussions regarding Phase 1 Materials Agreement with Stewardship Ontario (SO) have taken place. AMO, RPWCO and MWA agreed with SO to amend the current agreement to clarify how materials moved to an Independent Stewardship Plan would be handled. AMO, RPWCO and MWA asked that a clause to reflect increased costs be added, which remains outstanding.

The Ministry of the Environment and Climate Change (MOECC) Phase 2 funding to municipalities ended October 1st. The Ministry has expected that stewards would organize and undertake voluntary programs for municipally collected materials. Discussions with producers and steward associations have been taking place. Achieving funding to replace what the Ministry once provided is a challenge. For the sector, AMO, MWA and RPWCO will continue to negotiate.

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

Electricity Distributors Association (EDA) – Project Green Light

The Project Green Light proposal provides a feasible and more rational alternative to electricity delivery than the current configuration "Shoulder-to-shoulder" electricity delivery using local distribution companies will bring about efficiencies and more effective services. The Province is considering the sale of Hydro One distribution assets. The position of the EDA is that keeping Hydro One assets whole works against this type of efficiency. AMO will work with the EDA to meet with Ministers to advance Project Green Light. For more information, see ([EDA link](#)).

Personal Support Workers' Wage Enhancement and Impacts on Long-Term Care Homes

As announced in the 2014 Budget, the Province is increasing the wages of Personal Support Workers (PSWs) by a set amount. While a laudable initiative, there are labour relations and cost implications for municipal long-term care facilities. AMO believes that the government should establish a minimum wage threshold for each of the program years instead of its approach which is to mandate across the board minimum wage increases. This will still allow the government to meet its policy intent of raising the wages of low paid PSWs while at the same time preventing significant labour cost increases in municipal Long-Term Care Homes where wage rates are already much higher. AMO is also calling on the government to formally consult AMO on future years' implementation.

Contact: Michael Jacek, Senior Advisor, email: mjacek@amo.on.ca, ext. 329.

Early Childhood Educator's Wage Enhancement

The Board was informed that, as announced in the 2014 Budget, the Province is seeking to increase the wages of Early Childhood Educators (ECEs) in the province. Wage enhancements will start with an average increase of \$1 per hour in 2015 and a further average \$1 increase in 2016 for ECEs who work in licensed child care facilities. The voluntary initiative should help stabilize child care operators and support their ability to recruit and retain qualified ECEs in their employ. Directly operated municipal child care facilities will be eligible to receive the increase as will other child care providers, including non-profit and for-profit organizations.

Contact: Michael Jacek, Senior Advisor, email: mjacek@amo.on.ca, ext. 329.

Investing Federal Gas Tax Funds in the One Investment Program

Four municipalities have chosen to invest their federal Gas Tax fund allocation into the One Investment Program – the Township of Carling, the Township of Hilliard, the Township of The Archipelago and the Municipality of Red Lake. Total investment is \$246,178. These municipalities want to grow their federal Gas Tax allocation over time to pay for a future project.

Contact: Judy Dezell, Manager, Gas Tax Implementation, email: jdezell@amo.on.ca, ext. 306.

MEPCO Update

MEPCO Chair Doug Reycraft provided an update on the recently approved [OMERS Sponsors Corporation Board Primary Plan Funding Management Strategy](#). The Strategy outlines how benefits and contributions will be modified as the OMERS Primary Plan cycles, over time, through periods of funding deficit and surplus. The Board's work plan and budget for 2015 were approved and the 2015 MEPCO billing process is unchanged from the previous two years. Invoices are based on municipal employee data supplied by OMERS, and will be forwarded to Heads of Council, CAOs and accounts payable staff in January. The 2013 MEPCO Annual Report is available on the [MEPCO website](#).

Contact: Bruce McLeod, MEPCO Coordinator, email: bmcleod@amo.on.ca, ext. 350.

LAS Update

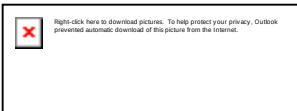
Eighty-three municipalities are upgrading their entire streetlight network using the LAS LED Streetlight Service. As a result of a recent RFP for product, Cree was once again selected as the successful supplier, due to the quality of their product and a 20% price reduction. If you are serious about reducing your electricity bill and also improving the quality of lighting in your municipality, contact Scott Vokey today.

Contact: Scott Vokey, Manager of Energy Services, email: svokey@amo.on.ca, ext. 357.

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

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

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





Revise Anti-SLAPP Bill to Address Northern Ontario Concerns: Northern Municipalities

December 2, 2014 - Northern Ontario Municipal leaders are expressing concerns that the Government of Ontario has moved forward with re-introduction of its anti-SLAPP legislation without proper consultations with industry, municipalities, and others who will be impacted by the proposed changes.

The law will weaken the protection of victims of public attack by allowing individuals and organizations that cause harm to others to seek a ruling without a proper legal case having been heard as to whether the complaint is valid.

"It is rare to see a level of government pass a law that is designed to give an aggressor more power than the harmed party, but as it is currently written Ontario's anti-SLAPP legislation does just that," said Al Spacek, Mayor of Kapuskasing and President of FONOM.

Of particular concern is the support this legislation has received from eNGOs that have been documented to receive foreign funds for the express purpose of harming Canada's resource economy.

"If this is something that Greenpeace and other foreign funded eNGOs want to see enacted, when we've already seen the explicit economic harm they purposely seek to cause our economy, we as a province have to be very leery about moving in this direction," Spacek added.

Groups that have mandates to attack Canada's oil and gas sector, pipeline proposals, forestry and aquaculture sectors have been demonstrated to receive funding from non-Canadian interests to purposefully disrupt economic and resource development in Canada.

As written, this law protects these professional campaigners that represent the business interests of their donors to the same degree it does a volunteer who is genuinely concerned about a local development proposal.

"We are calling on the government to work with Northern Ontario municipalities and our economic development partners to ensure the law strikes the balance of protecting well-meaning volunteers who fear being sued for participating in a decision, while ensuring that same level of protection is not afforded to people who are paid specifically to destroy our economy," said NOMA President Dave Canfield, who is Mayor of Kenora.

Northern Ontario leaders and stakeholders hoped to meet with the government prior to re-introduction of the bill to discuss specific amendments that would satisfy these and other concerns before the bill is debated in the legislature.

-30-

For More Information:

Mayor Al Spacek of Kapuskasing
President of FONOM
705-335-0001

Mayor Dave Canfield of Kenora
President of NOMA
807-467-2018 (Office)
807-468-1115 (Cell)

From: David Orazietti, MPP [dorazietti.mpp@liberal.ola.org]

Sent: November 19, 2014 8:03 PM

To: Mayor Provenzano; Steve Butland; Paul Christian; Susan Myers; Terry Sheehan; Lou Turco; Rick Niro; Frank Fata; Marchy Bruni; Joe Krmpotich; judy.hupponen@gmail.com; matt.shoemaker@hotmail.com; rromano@saultlawyers.com

Cc: Malcolm White; David Orazietti, MPP (Constituency Office); j.fratesi (Internet); Bianca Berlingieri

Subject: RE: MNR-Fire Management Program-SSM Fire Response Facility

Mayor and Council:

As part of the Ministry of Natural Resources and Forestry's (MNRF) 3 year transformation plan to be completed in 2015, changes continue to take place to optimize resources and find efficiencies. These expectations are common across all ministries and you may agree, all levels of government. Any media report suggesting the loss of 50 jobs is inaccurate, however 30 seasonal positions are being reduced to support more strategic locations for fire suppression and management.

The Sault facility that will no longer be operating was housed in an old leased space in the Sault Ste. Marie jail. This location would require a major capital investment, but most importantly, does not offer the best location for combating forest fires. An ideal fire base location in Northern Ontario would offer 360 degree coverage to more efficiently deploy resources and more effectively combat forest fires.

MNRF operates a world renowned, flexible and mobile firefighting team and the changes that are being made will not affect the ability of MNRF's fire management program to protect the people of Sault Ste. Marie. Additionally, the nearby Ranger Lake fire facility will continue to provide fire management coverage for the Sault Ste. Marie and greater Algoma area. Overall MNRF is committed to maintaining a similar number of firefighting personnel in the Northeast region.

The head office of MNRF's Aviation, Forest Fire and Emergency Services in the Sault will not be affected by this decision and the MNRF will continue to have approximately 350 full-time staff and 20 seasonal staff working in Sault Ste. Marie. Additionally, MNRF has made substantial investments in our city, including \$8.5 million to build the only CL-415 heavy water bomber flight simulator in Ontario, which continues to have positive economic spin-offs. Sault Ste. Marie's proximity to early open water makes our community an ideal location for a water bomber base and training centre.

As MPP for Sault Ste. Marie, I am committed to ensuring our government continues to make provincial investments in our city a priority.

Sincerely,
David Orazietti

Ministry of
Transportation

Office of the Minister

Ferguson Block, 3rd Floor
77 Wellesley St. West
Toronto, Ontario
M7A 1Z8
(416) 327-9200
www.mto.gov.on.ca

Ministère des
Transports

Bureau du ministre

Édifice Ferguson, 3^e étage
77, rue Wellesley ouest
Toronto (Ontario)
M7A 1Z8
(416) 327-9200
www.mto.gov.on.ca



November 13, 2014

Mr. Christian Provenzano
Mayor-elect
City of Sault Ste. Marie
PO Box 580, 99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

Dear Mayor-elect Provenzano:

As you know, our government is committed to working with municipalities to reduce congestion, improve the environment, and support economic growth. Overall, since 2003, we have invested more than \$19.3 billion in public transit in Ontario. These investments are paying off – in 2013, public transit ridership in Ontario increased by more than 204 million passenger trips, compared to 2003.

We remain committed to providing a long-term, stable and predictable transit funding source for Ontario municipalities by providing two cents per litre of provincial gas tax to improve and expand transit. Ontario moved forward with our commitment to make gas tax funding permanent with the passage of the *Dedicated Funding for Public Transportation Act, 2013*.

Since 2004, we have committed \$3.1 billion for municipal transit through the Dedicated Gas Tax Funds for Public Transportation Program (the "Program"), including \$321.5 million for this, the eleventh year of the program.

The City of Sault Ste. Marie will be eligible to receive an allocation of \$1,135,130 for this program year.

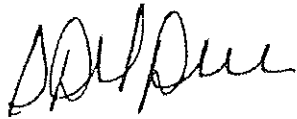
Enclosed are four copies of a Letter of Agreement and the 2014/2015 Program Guidelines and Requirements. Please return two copies of the signed Letter of Agreement and the required supporting by-law by January 30, 2015, and the 2014 Reporting Forms by February 27, 2015 to:

Division Services and Program Management Office
Ministry of Transportation
27th Floor, Suite #2702
777 Bay Street
Toronto, Ontario
M7A 2J8

.../2

If you have any questions regarding the Dedicated Gas Tax Funds for Public Transportation Program, please contact Vinay Sharda, Director, Transit Policy Branch, at (416) 585-7347.

Sincerely,

A handwritten signature in black ink, appearing to read 'SD Duca', written in a cursive style.

Steven Del Duca
Minister

Encl.

c: The Honourable David Orazietti, MPP, Sault Ste. Marie



December 9, 2014

Dear Mayor and Members of Municipal Council

New steps towards a smoke-free Ontario initiative by the provincial government will begin starting January 1, 2015 when it will be illegal to:

- smoke on bar and restaurant patios;
- sell tobacco on college and university campuses;
- smoke near children's playgrounds and public sports fields and surfaces.

Signage to support the new restrictions is being sent out to public health units this week. Our staff will be delivering the needed signage directly to local bars and restaurants in order to answer questions and address concerns. Staff will also be delivering signage for public parks and recreation fields to the municipalities and Township Boards of Works departments over the next few weeks.

It will be the responsibility of the municipality to post the signs.

In White River, Sault Ste. Marie, Blind River and Elliot Lake Smoke-Free parks and recreation field bylaws have been passed and signage is posted. There is however a discrepancy in that the provincial legislation states you must be 20 metres from playground equipment and recreation fields and viewing areas, while existing bylaws state 15 metres. The existing signs however are much larger and more effective for communicating the restrictions to the public.

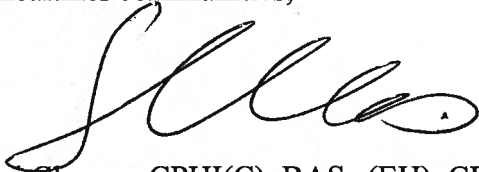
We are therefore requesting these 4 municipalities and townships amend their bylaws to increase the distance to 20 meters to avoid public confusion and support the added messaging. Algoma Public Health is working with a sign company to design a weather resistant (20 metre) sticker that can be placed on the current signs to replace the 15 metre wording.

Regardless of any existing signage the SFOA is very prescriptive and requires that the 10x10cm international no-smoking signs be posted as soon as possible.

Blind River P.O. Box 194 9B Lawton Street Blind River, ON P0R 1B0 Tel: 705-356-2551 TF: 1 (888) 356-2551 Fax: 705-356-2494	Elliot Lake 50 Roman Avenue Elliot Lake, ON P5A 1R9 Tel: 705-848-2314 TF: 1 (877) 748-2314 Fax: 705-848-1911	Sault Ste. Marie 294 Willow Avenue Sault Ste. Marie, ON P6B 0A9 Tel: 705-942-4646 TF: 1 (866) 892-0172 Fax: 705-759-1534	Wawa 18 Ganley Street Wawa, ON P0S 1K0 Tel: 705-856-7208 TF: 1 (888) 211-8074 Fax: 705-856-1752
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We appreciate the timelines and the need for cooperation from Mother Nature in order to support public awareness of the new restrictions with additional signage at these sites. If you have any questions and/or concerns please don't hesitate to call 705-759-5286.

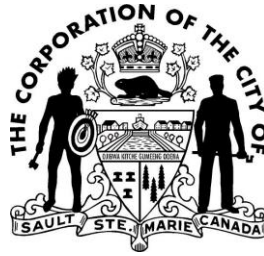
For healthier communities,

A handwritten signature in black ink, appearing to read 'Sherri Cleaves', with a stylized, flowing script.

Sherri Cleaves, CPHI(C), BASc (EH), CIC
Environmental Health, Program Manager

/ts

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



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

2014 12 15

Mayor Christian Provenzano and
Members of City Council

RE: STAFF TRAVEL REQUESTS

Dear Council:

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

1. **Mike Nadeau – Social Services Department**
OMSSA & NOSDA Face to Face Meetings
January 21 – 22, 2015
Toronto, ON
Estimated total cost to the City - \$ 762.36
Estimated net cost to the City - \$ 762.36
2. **Joanne Pearson – Social Services – Housing Division**
HIFIS Community Coordinator Training Workshop
January 19 – 21, 2015
Ottawa, ON
Estimated total cost to the City - \$ 1210.65
Estimated net cost to the City - \$ (114.81)
3. **Francois Couture – Engineering & Planning – Building Division**
Large Buildings - 2012
January 19 – 23, 2015
Woodbridge, ON
Estimated total cost to the City - \$ 2,326.69
Estimated net cost to the City - \$ 2,326.69
4. **Kevin Lavergne – Engineering & Planning – Building Division**
OBOA Training - Small Buildings - 2012
January 26 - 30, 2015
Woodbridge, ON
Estimated total cost to the City - \$ 2,331.68
Estimated net cost to the City - \$ 2,331.68

5. **Carla Fairbrother – Social Services**

NOSDA Child Care Manager Meeting

January 14 - 16, 2015

Sudbury, ON

Estimated total cost to the City - \$ 960.75

Estimated net cost to the City - \$ 960.75

Yours truly,

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

JMF: bb

Joseph M. Fratesi
Chief Administrative Officer



COUNCIL REPORT

December 15, 2014

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Joseph M. Fratesi, CAO

DEPARTMENT: Chief Administrative Officer

RE: Appointment of New Fire Chief

PURPOSE

The purpose of this report is to provide to City Council a recommendation for the appointment of Mike Figliola as the City's Fire Chief, effective January 31, 2015 and to approve the Appointment Bylaw which appears elsewhere on the Agenda.

BACKGROUND

Council was advised at its September 8, 2014 meeting that Fire Chief Marcel Provenzano had provide to me his Notice of Intention to Retire effective January 31, 2015. In accordance with the City's Guidelines for the Recruitment and Selection of Senior Staff, Council authorized that the vacancy created by this retirement be filled by way of a selection process that included the creation of a Selection Committee comprised of myself, Peter Niro, our Human Resources Commissioner and Councillor Paul Christian. Chief Provenzano kindly agreed to act as resource to this Committee.

The position was advertised both internally and externally and interviews were conducted over a two-week period. The Selection Committee unanimously agreed that this position should be offered to Mike Figliola, a current Deputy Fire Chief who works for the City of North Bay Fire Services. A brief synopsis of his background is attached.

Prior to the interviews being conducted, we became aware that the current Deputy Fire Chief, Frank Brescacin was intending on retiring early this summer. We therefore used this process to also determine whether or not there might be a candidate who would likely be an excellent choice for Deputy. We have now received a letter and an official Notice of Intent to Retire from Deputy Chief Brescacin, effective June 30, 2015 (see attached). It also was the Selection Committee's unanimous position that Peter Johnson, a City firefighter with our

own Fire Services for the past nineteen years should be offered the position of Deputy Fire Chief upon Deputy Brescacin's retirement.

In accordance with the City's Guidelines, the hire of the new Fire Chief is by way of Appointment Bylaw which has been prepared, appearing elsewhere on this Agenda. (The appointment of the Deputy Fire Chief is an administrative function within the purview of the CAO's authority and will be formalized accordingly).

ANALYSIS (if applicable)

It is important that the senior management of all City departments consists of capable and experienced individuals. The City is indeed very fortunate to have such individuals in all departments, including our Fire Services. With the upcoming retirements of both the current Fire Chief and Deputy Fire Chief, it is imperative that we secure the best combination of qualifications, knowledge and experience to maintain the best possible delivery of these essential services to our community. The appointment by Council of Mike Figliola as the new Fire Chief, effective February 1, 2015, as well as the promotion of Peter Johnson to Deputy Fire Chief, effective June 30, 2015 will ensure the continued delivery of quality service as well as provide for the orderly transition and future succession planning in the Sault Ste. Marie Fire Services.

IMPACT

The Fire Chief and Deputy Fire Chief are important positions in our organization and it is imperative that these positions be filled with the best possible candidates in a timely manner. The Selection Committee's unanimous decision with respect to both of the individuals which are brought forth to Council will serve our City well into the future and provide us with a sound succession plan

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

In accordance with the City's Policy and Guidelines for the Recruitment and Selection of Senior Staff, it is recommended that Council authorizes the appointment of Mike Figliola as the City's new Fire Chief, effective February 1, 2015 and that the bylaw giving effect to this appointment be approved.

Respectfully submitted,



Joseph M. Fratesi
Chief Administrative Officer
Attach.

Mike Figliola - Background

Experience

- 12 year Senior Fire Management Experience
- 9 years as Fire Chief and 3 years as Deputy at Pearson International Airport
- 28 years in Fire Services
- Most recently Deputy Chief for North Bay

Education

- MBA – California Pacific University – 2005
- Bachelor of Science University Waterloo, 1993
- Bachelor of Physical Education McMaster - 1981

Designations

- Certified Kinesiologist - 2008
- Chief Fire Officer – 2005
- Certified Financial Planner – 1998
- Registered Paramedic Technician -1986



CORPORATION OF THE CITY OF SAULT STE MARIE

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

NOTICE OF INTENT TO RETIRE

TO: Chief Marcel Provenzano
DEPARTMENT HEAD/SUPERVISOR

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

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

Employee Name: Frank Bresciani

Employee Number: 51064

Department/Division: Fire Services

Date of Retirement: June 30 2015

Note:

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

SP
Signature

December 5, 2015
Date

c. Human Resources

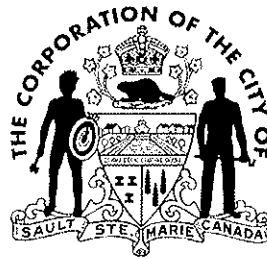
RECEIVED

DEC 05 2014

ADMINISTRATIVE

Fire Chief - Marcel Provenzano
Deputy Fire Chief - Frank Brescacin

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



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

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

December 8th, 2014

Mr. Joseph M. Fratesi
Chief Administrative Officer
Civic Centre

Dear Joe,

After some long thought out deliberation I would ask that you accept this letter as my official intent to retire on June 30th 2015. As I look forward to the next chapter of life being long, and healthy I also recognize that I may at times miss the daily routine of seeing my co-workers and other aspects of my profession.

Looking back at my 31 plus years of service with the City, I am very grateful to have worked in such a rewarding and admired occupation. Serving the community as a firefighter, officer and Deputy Chief has challenged me, helped me grow professionally and allowed me to raise my family in our fine community. I would like to acknowledge the City's and Fire Services senior management team especially Chief Marcel Provenzano for his support and positive working environment he established.

Reflecting on my tenure as Deputy Fire Chief it has been the most interesting and satisfying phase of my career. Overseeing the Fire Services Suppression Division has allowed me to introduce concepts that enabled our personnel to better serve the community. Going forward I am sure that the Suppression Division will be left in good capable hands to ensure the community continues to be well served.

Early in the new year I will request Human Resources to initiate the official process of accessing my OMERS pension and assist my transition into retirement.

In closing I want to thank you and City for this exciting career and I hope the Fire Service continues to help make our community a better and safe place to live.

Respectfully

Frank Brescacin
Deputy Fire Chief



COUNCIL REPORT

December 15, 2014

TO: Mayor Christian Provenzano & Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for New Tires & Tire Repairs (2014WA41T)

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply of New Tires & Tire Repairs as required by the various City Departments for the years 2015 and 2016.

BACKGROUND

The tender was publicly advertised and tender documents mailed to all firms on our bidders lists. A public opening of the tenders received was held November 25, 2014, with Councillor Frank Fata representing City Council.

ANALYSIS

Each tender has been carefully evaluated and analyzed as to quality, availability of supply, dependability of vendor and price. A summary sheet has been prepared illustrating the weighted cost ratings, various pricing methods and discounts to assist in identifying the tender offering the lowest cost and greatest value.

IMPACT

Funding for these parts comes from various Departments Inventory & Maintenance accounts.

STRATEGIC PLAN

Replacement and maintenance parts are not listed as an activity in the Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2014 12 15 be received and the recommendation that the tender submitted by Kal Tire to provide New Tires & Tire Repairs as required by various City Departments for the years 2015 and 2016, be approved.

Respectfully submitted,



Tim Gowans
Manager of Purchasing

Recommended for approval,



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

TG:nt

attachment

SUMMARY OF TENDERS
NEW TIRES AND TIRE REPAIRS

NEW TIRES		KAL TIRE Sault Ste. Marie, ON				FOUNTAIN TIRE Sault Ste. Marie, ON			
	QTY	UNIT LIST	DISC.	UNIT NET	TOTAL	UNIT LIST	DISC.	UNIT NET	TOTAL
195/65R15 All Season-Tier 1	20	219.00	53.00%	102.93	2,058.60	160.00	15.00%	136.00	2,720.00
LT225/75R16 10 Ply	45	143.26	0.00%	143.26	6,446.70	127.50	0.00%	127.50	5,737.50
LT265/70R17 10 Ply	10	176.67	0.00%	176.67	1,766.70	166.60	0.00%	166.60	1,666.00
LT245/75R16 10 Ply M/T	7	201.38	0.00%	201.38	1,409.66	156.40	0.00%	156.40	1,094.80
LT245/75R16	6	162.09	0.00%	162.09	972.54	144.50	0.00%	144.50	867.00
Sub Total:					12,654.20				12,085.30
315/80R22.5 On/Off Road-Tier 1	4	1003.00	39.00%	611.83	2,447.32	671.00	0.00%	671.00	2,684.00
225/70R19.5 Commercial-Tier 1	8	467.00	39.00%	284.87	2,278.96	352.00	0.00%	352.00	2,816.00
11R22.5 Drive	14	335.89	0.00%	335.89	4,702.46	355.20	0.00%	355.20	4,972.80
10-16.5 8 Ply Skidsteer Tire	10	159.69	0.00%	159.69	1,596.90	226.50	0.00%	226.50	2,265.00
16x6.5-8 4 Ply Turf Tire	12	37.00	0.00%	37.00	444.00	42.75	0.00%	42.75	513.00
24x12-12 4 Ply Turf Tire	6	117.00	0.00%	117.00	702.00	124.95	0.00%	124.95	749.70
23.5R25 Loader Tire	1	2487.00	0.00%	2,487.00	2,487.00	2536.00	0.00%	2,536.00	2,536.00
Sub Total:					14,658.64				16,536.50
<u>RETREADING</u>		UNIT LIST	DISC.	UNIT NET	TOTAL	UNIT LIST	DISC.	UNIT NET	TOTAL
11R22.5 Drive Trac Deep	104	217.31	0.00%	217.31	22,600.24	358.73	27.00%	261.87	27,234.78
11R22.5 Drive Winter Deep	6	195.57	0.00%	195.57	1,173.42	348.37	27.00%	254.31	1,525.86
Casing	40	80.00	0.00%	80.00	3,200.00	95.00	0.00%	95.00	3,800.00
Sub Total:					26,973.66				32,560.64
<u>FLAT REPAIRS</u>				UNIT PRICE	TOTAL			UNIT PRICE	TOTAL
Passenger & Light Trucks	160			15.00	2,400.00			7.50	1,200.00
Trucks to 64,000 GVW	40			25.00	1,000.00			8.50	340.00
Sub Total:					3,400.00				1,540.00
<u>MOUNT/DISMOUNT</u>				UNIT PRICE	TOTAL			UNIT PRICE	TOTAL
Passenger & Light Trucks	580			5.00	2,900.00			7.50	4,350.00
Trucks to 64,000 GVW	570			8.00	4,560.00			8.50	4,845.00
Loaders/Grader/O.R. Equipment	136			30.00	4,080.00			35.00	4,760.00
Balancing - Pass & LT	175			15.00	2,625.00			7.00	1,225.00
Retorquing - Pass & LT	290			0.00	0.00			3.00	870.00
Retorquing - Medium Trucks	285			0.00	0.00			5.00	1,425.00
Sub Total:					14,165.00				17,475.00
<u>SERVICE CALLS</u>				UNIT PRICE	TOTAL			UNIT PRICE	TOTAL
Regular Hours	50			30.00	1,500.00			35.00	1,750.00
After Hours	15			80.00	1,200.00			60.00	900.00
Sub Total:					2,700.00				2,650.00
TOTAL (based on Annual Usage):					\$74,551.50				\$82,847.44
					(H.S.T.extra)				(H.S.T.extra)
REMARKS		Meets Specifications				Meets Specifications			

NOTE: The low tendered prices, meeting specifications, are boxed above.

It is my recommendation that the low tendered prices, meeting specifications, submitted by KAL TIRE, be accepted for a two (2) year period.

Tim Gowans
Manager of Purchasing



COUNCIL REPORT

December 15, 2014

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: W. Freiburger, Commissioner of Finance and Treasurer

DEPARTMENT: Finance Department

RE: Mayor and Council Travel Expenses – January 1 to September 30, 2014

PURPOSE

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

BACKGROUND

This report is provided annually to Mayor and Council.

ANALYSIS

Travel costs are within the approved budget.

IMPACT

Not applicable.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Commissioner of Finance and Treasurer dated 2014 12 15 concerning Mayor and Council travel expenses for the period January 1 to September 30, 2014 be received as information.

Respectfully submitted,

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

The Corporation of the City of Sault Ste. Marie Summary of Mayor and Council Travel Expenses January 1 – September 30, 2014
--

Mayor

D. Amaroso	Travel – Conference	2,066.12	
	– Other City Business	<u>2,568.78</u>	4,634.90

Councillors

M. Bruni	Travel – Conference		2,083.74
S. Butland	Travel – Conferences		1,970.97
P. Christian	Travel – Conference		681.79
F. Fata	Travel – Conference		355.00
J. Krmpotich	Travel		0.00
P. Mick	Travel – Conferences		2,007.75
F. Manzo	Travel		0.00
S. Myers	Travel – Conference		355.00
R. Niro	Travel		0.00
T. Sheehan	Travel – Conference		1,748.59
L. Turco	Travel – Conference	1,755.55	
	– Other City Business	1,013.02	
	– Executive Meetings	<u>1,165.60</u>	3,934.17
B. Watkins	Travel		0.00



COUNCIL REPORT

December 15, 2014

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Joseph J. Cain, Manager Recreation and Culture

DEPARTMENT: Community Services Department

RE: Request for Financial Assistance for National International Sports Competition

PURPOSE

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

BACKGROUND

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

ANALYSIS

The attached application was received from the Lake Superior Figure Skating Club for a financial assistance grant for Abiguel Jones to attend the 2015 Skate Canada Challenge held December 3 - 7, 2014 in Pierrefonds, Quebec and sanctioned by Skate Canada. The grant criteria allow \$200 per individual to attend sanctioned events. The Parks and Recreation Advisory Committee reviewed the application at their meeting on December 2, 2014 and found that she meets the eligibility requirements of the Financial Assistance Policy. The following resolution was passed:

Moved by: S. Milne

Seconded by: B. Rushon

"Resolved that the Parks and Recreation Advisory Committee endorse the application for Abiguel Jones for financial assistance for participation at the 2015

Skate Canada Challenge held December 3 to 7, in Pierrefonds, Quebec, in the amount of the amount of \$200 and that a report be sent to City Council for their approval.”

CARRIED

IMPACT

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

STRATEGIC PLAN

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Manager of Recreation and Culture concerning financial assistance for Abiguel Jones of the Lake Superior Figure Skating Club be received and that the recommendation of the Parks and Recreation Advisory Committee that a \$200 financial assistance grant be awarded for her participation at the 2015 Skate Canada Challenge held December 3 to 7, in Pierrefonds, Quebec, be approved.

Respectfully submitted,

Recommended for approval,



Joseph J. Cain
Manager Recreation and Culture



Nicholas J. Apostle
Commissioner Community Services

attachment



COMMUNITY SERVICES DEPT.

NOV 27 2014

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

RECEIVED

PLEASE PRINT

Name and Address of Applicant:

Correspondence will be directed to this name and address.

Name: Isabel Chicoine

Address: [REDACTED]

Postal Code: [REDACTED]

Phone: 705 542 7619H (W) Fax: _____

Email: isabel1@live.com

Name and Address of Athlete(s): (if different from applicant)

Attach team list to application form if applicable. (athletes only)

Name: Abiguel Jones

Address: [REDACTED]

Postal Code: [REDACTED]

Name of Team or Club (if applicable):

Name of National or International Sporting Competition:

2015 Skate Canada Challenge

Date(s) of Competition:

Dec 3-7 2014

Location of Competition:

Pierrefonds, Quebec

Name of Sports Governing Body:

Skate Canada

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

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

\$ 200.00

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

Travel expenses, Registration fees, Coaching
Costs Abi trains in SSM with the LSFSC.

Have you previously requested financial assistance from the City?

No ☒ Yes ☐ Amount \$ _____

If yes, please indicate the year(s):

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

Isabel Chicoine (Abiguel's Mother)

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

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

DATE: 2014 11 19
Year Month Day

Abiguel Jones Abi Jones [REDACTED]
Name Title Signature Phone Number
(Applicant) (If applicable)

Kerry Bain Director of Stating Lake Superior FSC [REDACTED]
Name Title Signature Phone Number
(Club Official)

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

PLEASE RETURN THIS FORM IN PERSON OR BY MAIL TO:

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

For additional information:

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

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



Skate Canada Northern Ontario Sectionals

Sudbury, Ontario

November 7, 2014 to November 8, 2014

Pre-Novice Women

Category Result Summary

Rank	Competitor(s)	Club	Section	SP	FP	Points
1	Chloé Lalonde	Sturgeon Falls Figure Skating Club		22.53	39.59	62.12
2	Jessica Etreni	Fort William Figure Skating Club		21.23	40.21	61.44
3	Abiguel Jones	Lake Superior Figure Skating Club		20.03	40.68	60.71
4	Julia Polowy	Timmins Porcupine Figure Skating C		21.24	37.43	58.67
5	Stefanie Bernier	Sudbury Skating Club		18.57	38.39	56.96
6	Bryanne Gagnon	Kapuskasing Figure Skating Club		21.05	35.80	56.85
7	Danielle McPhee	Lake Superior Figure Skating Club		18.96	36.50	55.46
8	Jillian Bushey	Sudbury Figure Skating Club		18.75	35.86	54.61
9	Abby O'Bonsawin	Sudbury Skating Club		18.56	32.61	51.17
10	Claire Jarvis	Huntsville Skating Club		16.25	31.91	48.16
11	Maggie Blackmore	Huntsville SC		16.18	30.94	47.12
12	Annick Gagnon	Verner Figure Skating Club		13.85	21.35	35.20

Julia Mullins

Lorna Schroder



SKATECANADA

Date: 8-Nov-2014

12:38:57PM

PATINAGE CANADA

Note: National Event for Pre Novice Skaters

EVENT PHILOSOPHY

Skate Canada Challenge is the qualifying event for the Canadian Tire National Skating Championships (Novice, Junior and Senior skaters). Pre-Novice national champions will be declared at the Challenge event in each discipline.

Skate Canada Challenge competitions are not considered championship events and are therefore not presented in the same manner as the Canadian Tire National Skating Championships. These events are planned, managed and executed by Skate Canada with the assistance of a local volunteer organizing team.

The event typically attracts approximately 550 skaters, 340 coaches/team managers, 80 officials and 200 volunteers.

The purpose of this level of competition is to provide a developmental and cost-effective means for a large number of skaters from across the country to compete against each other for the privilege of advancing to the Canadian Tire National Skating Championships.

The Challenge event promotes the development of consistent standards of performance across the country and fosters the sharing of learning and training targets among athletes at the same level.

The focus for the athletes in the Novice, Junior and Senior events is to perform well enough to qualify through to the next level of competition.



**Lake Superior
Figure Skating
Club**

info@lsfsc.ca

705-542-6557

PRESIDENT
Asima Vezina

11/09/2014 **MEDIA RELEASE**

Local Figure Skater Qualifies for Skate Canada Challenge in Montreal

The 2014 Skate Canada Northern Ontario Sectionals Event took place at Garson Arena On November 1st and 2nd, 2013. This event identifies the top figure skaters in each province (Ontario having four Sections) for advancement to the next round of qualifying events.

10 Medals earned for 14 Competitive Skaters representing the Lake Superior Figure Skating Club.

Abiguel Jones – Bronze Pre-Novice Ladies
Danielle McPhee – 7th Pre-Novice Ladies
Breanne Derochie – Double Gold Juvenile under 14 and Pre Juvenile Pairs
Jordan Derochie – Double Gold Men's Juvenile under 14 and Pre Juvenile Pairs
Emilie Vezina – Bronze Juvenile under 11
Lilia Pelletier – Silver Pre Juvenile under 11
Haley Martin – 10th Pre Juvenile under 14
Hanna Martin – 5th Pre Juvenile under 11
Laura Baek – 8th Pre Juvenile under 14
Simone Thibodeau – 11th Pre Juvenile under 14
Yvonne Barnes – Silver Star 5 under 13
Olivia Nero – Bronze Star 5 under 13
Shayla Prgomet – 5th Silver Star 5 under 13
Miya Thomas – Bronze Star 5 over 13

Over 50 skaters competed this weekend at the Skate Canada Northern Ontario Sectionals event. Abiguel Jones competed against 12 other skaters in the Pre Novice Ladies event. After placing 5th in the Short Abigule's family and coach Kerry Bain knew she was in a good position to move up into the top four, which would ultimately qualify her to compete at the Skate Canada Challenge Event in Montreal this December. Abiguel scored a solid 40.68 winning the long, which moved her into 3rd place overall. Abiguel has qualified to represent Northern Ontario at the Skate Canada Challenge event in Montreal Dec 4th-7th.

In February LSFSC Pre Juvenile and Juvenile skaters will compete again at the Festival of Stars competition in Sault Ste. Marie. The top 4 skaters out of each event will qualify for the Skate Ontario Starskate Championships in Brampton On March 14th- 16th 2015.

Letter to Abi from Northern On Section



Congratulations! You have qualified as a member of the 2015 Skate Canada Northern Ontario Challenge Team. The competition will take place from December 3 to 7, 2014 at the Sportplexe 4 Glaces Pierrefonds, Pierrefonds, Quebec.

Please review the information in the announcement. You will find answers to most of your questions within this document. A copy of the draft schedule and announcement is attached. Please check the Skate Canada website (www.skatecanada.ca) for updates as there will most likely be revisions and it is possible that some may be at the last minute.

Your Team Managers:

Manager	Email	Telephone
Traci Fong	traci.fong@scno.net	705-642-6063
Wendy St. Denis	wendy.stdenis@scno.net	705-471-1623

Team Managers are at Challenge in a support role and will accompany you to all practices and events. If, for some reason, your coach is unable to attend the championships, alternate coaching arrangements must be made and I **must** be informed of all changes. We need to forward all coach information to Skate Canada prior to your arrival at the event in order for accreditation to be received. Only accredited coaches can stand at the boards and coach you during practice and the competition.

Communications: It is very important that you check your email on a regular basis as this is my method of informing you of all pertinent information leading up to Challenge. If this method of communication does not work for you, please let me know. Keeping everyone informed is a must!

SCNO Team Room: Visit the infamous Team Room for some Northern Ontario hospitality. Drop in when you arrive and let us know your room number and your coach's room number to ensure you receive your daily newsletter. Nutritious snacks will be provided. Come in and relax, do homework, crafts, play games or just hang out with your fellow team members.

Skater Registration: An email from Skate Canada was sent to you on Friday November 14, 2014. The on-line registration process must be completed no later than Wednesday November 19, 2014. Instructions and a video were included in the email. You will need your Skate Canada registration number, health card number, music information, planned program details and all contact information for you as well as your doctor's contact information.

Travel to Challenge: Flight and other travel arrangements to Montreal are the responsibility of the skater, parents and the accredited coach.

Accommodations: We have been assigned the Holiday Inn Montreal Airport, 6500 Cote-de-Liesse, Montreal, Quebec by Skate Canada. The rate of the room is \$95.00 per night plus taxes for single to quad occupancy.

It should be noted that where you have indicated that you need a room with 2 double beds, you may end up with one queen bed and one sofa bed. I have been told we will be advised if this occurs as Skate Canada handles the accommodations arrangements with the hotel. Please note that all accommodations must be booked through

me. DO NOT make any reservations at the hotels listed in the announcement. Further information will be forwarded to you as received. I will send an email indicating when the hotel is ready for you to contact them.

Transportation: There will not be transportation organized from the airport to hotel/ arena. The hotel has a free shuttle service to and from the airport. Ensure that you call ahead to make arrangements. The following taxi companies are also available, Diamond Taxi, 514-273-6331 or 1-800-716-6727 and Co Op Taxi, 514-725-9885. During the event there will be transportation provided for skaters and accredited coaches from the official hotels to the arena for practices and competition. Accreditation badges must be shown when boarding. A schedule will be available at registration.

Bus passes for parents/chaperones can be purchased at the Transportation/Information desk at the – Accredited Entrance for a cost of \$35. However, if you are purchasing a group of four the cost is \$100. Skaters and officials have priority seating on shuttle buses and pass holders may be asked to wait for the next shuttle in order to accommodate accredited participants.

Registration: Registration for skaters, officials, coaches and team managers will begin at the Sportplexe 4 Glaces Pierrefonds, on Tuesday, December 2nd from 14:00 to 20:00. Skaters please note the following:

- Skaters must register before their official practice session immediately prior to the first portion of their event, in accordance with Skate Canada Rule 7410
- Once registered, only the official practice ice may be used as per Skate Canada Rule 7410

Parents Need Event Tickets: All competitors, registered coaches and team managers will receive accreditation for the event. Parents must purchase either the All Event Tickets or Daily Event Tickets at the Sportplexe 4 Glaces Pierrefonds, Box Office on the day of the event for access to all practices and competition. All event tickets (Wednesday to Sunday) are \$50, Daily Tickets on Wednesday, Thursday or Friday will be \$10/day and Daily Tickets for Saturday or Sunday will be \$20/day. Children under 12 are free and must be accompanied by an adult. There will be service charges in addition to these prices.

Please feel free to contact me at any time if you have any questions.

Yours in skating,

Therese Bilsborough
Vice Chair – Teams
Therese.bilsborough@teams.scno
289-897-8995



COUNCIL REPORT

December 15, 2014

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Supervisor Community Services

DEPARTMENT: Community Services Department

RE: Celebrate Canada Program – Funding Application

PURPOSE

The purpose of this report is to request approval to apply to the Department of Canadian Heritage – Celebrate Canada Program for financial assistance for our Canada Day Celebration on July 1, 2015.

BACKGROUND

Each year, the Community Services Department's Recreation and Culture Division coordinates a July 1st Canada Day Celebration held at Roberta Bondar Park. This celebration includes family entertainment throughout the day, followed by a fireworks presentation at dusk. Application is made annually to the Department of Canadian Heritage for financial assistance. In 2014, the City received \$5,200.

ANALYSIS

The Department of Canadian Heritage – Celebrate Canada Program provides financial support to municipalities for Canada Day programming and activities.

IMPACT

There is a line item in the Community Services Department budget to support Canada Day programming and activities. The funding received helps to offset the costs incurred for the Canada Day Celebration.

STRATEGIC PLAN

The Strategic Plan does not specifically address this matter.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Supervisor Community Services concerning Celebrate Canada Program Funding be received and the recommendation that staff be authorized to apply to the Department of Canadian Heritage for the 2015 Celebrate Canada Program to assist in funding the City of Sault Ste. Marie Canada Day Celebration be approved.

Respectfully submitted,

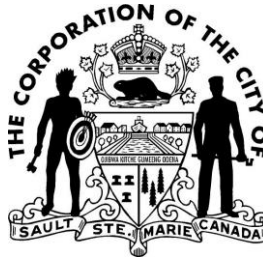


Virginia McLeod
Supervisor Community Services

Recommended for approval,



Nicholas J. Apostle
Commissioner Community Services



COUNCIL REPORT

December 15, 2014

TO: Mayor Christian Provenzano & Members of City Council
AUTHOR: Don Elliott. P. Eng., Director of Engineering Services
DEPARTMENT: Engineering and Planning Department
RE: OCIF Formula Based Funding Agreement

PURPOSE

The purpose of this report is to obtain approval to enter into a contribution agreement with the Province for the formula based component of the Ontario Community Infrastructure Fund (OCIF).

BACKGROUND

The Ontario Government has created the OCIF Fund in an attempt to provide stable funding to help small communities address critical core infrastructure needs. There are two components to the funding, one is formula based, and the other is application based.

At the September 8, 2014 meeting, Council approved that the City's expression of Interest for the application based portion of the funding be submitted for the third phase of the widening of Second Line. Second Line is a former Provincial Connecting Link and the City needs assistance with the widening of this major artery. We have recently been advised that the expression of interest was approved and the full application for \$2M is being prepared in advance of the December 19th deadline.

The Province recently announced the City's share of the formula based funding is \$435,343. A contribution agreement is required by December 31st, 2014 for the City to receive these funds, and that agreement is the subject of this report.

ANALYSIS

The proposed contribution agreement provided by the Province for the formula based funding of \$435,343 has been reviewed by the Legal Department and is recommended for approval. Engineering staff recommends that the funds be directed to the third and final phase of the widening of Second Line from the bottom of the hill to Black Road, approximately 400 meters.

Council has yet to receive a recommendation for award of the engineering assignment for this project. Workloads are such that this work cannot be completed in-house, and in accordance with the City's policy for retaining consulting engineers, it is recommended the work be assigned to Kresin Engineering Corporation. This firm completed the environmental assessment for the widening, and it has completed both of the previous two phases and the preliminary design for this phase.

IMPACT

After rebatable tax, the estimate for this project is \$3,870,000. If the application-based portion of the funding is approved, the budget is as follows:

\$1,335,000	(Approved project allowance in the 2015 capital plan)
\$2,000,000	(Application based OCIF funding, if approved)
<u>\$ 435,343</u>	(Formula based OCIF funding)
\$3,770,343	(Total)

Available funds, including the grants are approximately \$100,000 short of the project estimate at this time, however, the pre-tender estimate, the contingency sum and the actual tender price may ensure the project is not over budget. Engineering staff will update Council in the spring as tenders are finalized for 2015 capital works projects.

If the \$2M OCIF application is not successful, staff will recommend the project be deferred until funds can be identified, and Council will be asked that the formula based funding of \$435,343 be applied to another capital road project to ensure it is spent by the December 31st, 2015 deadline.

STRATEGIC PLAN

Road reconstruction and improvements are linked to the Transportation Improvements objective under the Developing Solid Infrastructure strategic direction.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering Services dated 2014 12 15 be received, and that the recommendation that the City enter into a contribution agreement with the Province of Ontario for the formula based component of the Ontario Community Infrastructure Fund be approved. By-Law 2014-248 authorizing the agreement can be found elsewhere on the Agenda and is recommended for approval.

It is further resolved that the recommendation that the design and construction administration for the project be awarded to Kresin Engineering Corporation be approved. An engineering agreement will be brought to Council for approval at a future meeting.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Don Elliott', with a stylized, cursive script.

Don Elliott, P. Eng.
Director of Engineering Services

Recommended for approval,

A handwritten signature in blue ink, appearing to read 'Jerry Dolcetti', with a stylized, cursive script.

Jerry Dolcetti, RPP
Commissioner of Engineering & Planning

Attach.

ONTARIO COMMUNITY INFRASTRUCTURE FUND – FORMULA-BASED COMPONENT**BETWEEN:**

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

(“Ontario”)

– and –

The Corporation of the City of Sault Ste. Marie

(the “Recipient”)

WHEREAS the Government of Ontario has created the Ontario Community Infrastructure Fund to: (1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financial tools to address critical infrastructure challenges and provide long-term support for rehabilitation and repair of core infrastructure for those in most need;

AND WHEREAS the Ontario Community Infrastructure Fund is composed of two (2) components: (1) the Application-Based Component; and (2) the Formula-Based Component;

AND WHEREAS the Formula-Based Component of the Ontario Community Infrastructure Fund is based on: (1) a municipality’s local fiscal circumstances and its total core infrastructure assets with a minimum grant of twenty-five thousand dollars (\$25,000.00), where the recipient is an eligible municipality; or (2) a grant of twenty-five thousand dollars (\$25,000.00), where the recipient is an eligible Local Services Board;

AND WHEREAS the Recipient is eligible to receive funding under the Formula-Based Component of the Ontario Community Infrastructure Fund;

NOW THEREFORE, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt of sufficiency of which is expressly acknowledges, the Parties hereby agree as follows:

SECTION 1
INTERPRETATION

1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings described below.

“**Aboriginal Group**” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“Adjust the Funds” means Ontario’s right to adjust, without limitation, any Funds provided to the Recipient under this Agreement.

“Agreement” means this agreement between Ontario and the Recipient, including all Schedules attached hereto.

“Annual Financial Report” means the document set out under Part B.2 of Schedule “B” of this Agreement.

“Arm’s Length” has the meaning given to it under the *Income Tax Act* (Canada) as in effect on the Effective Date of this Agreement.

“Auditor General” means the Auditor General of Ontario.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010* (Ontario).

“Business Day” means any day on which the Government of Ontario offices are generally open for business in the Province of Ontario.

“Communications Protocol” means the protocol set out under Schedule “G” of this Agreement.

“Conflict of Interest” includes any and all 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 could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to this Agreement.

“Consultant” means any person the Recipient retains to do work related to this Agreement.

“Contract” means a contract between the Recipient and a third party at Arm’s Length whereby the latter agrees to provide a good or service in return for financial consideration that may be claimed as an Eligible Cost under this Agreement.

“Effective Date” means the date set out at Part C.1 of Schedule “C” of this Agreement.

“Eligible Costs” means the costs described in Part E.1 of Schedule “E” of this Agreement.

“Event of Default” has the meaning given to it in section 15 of this Agreement.

“Expiration Date” means the date set out in Part C.2 of Schedule “C” of this Agreement.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act* (Ontario).

“First Nation” means a band, as defined under section 2(1) of the *Indian Act* (Canada).

“Fiscal Year” means the period beginning April 1st in any year and ending on March 31st of the following year.

“Funds” means the total amount of funding Ontario is providing in Canadian currency to the Recipient under this Agreement, subject to the terms and conditions of this Agreement.

“Indemnified Party” means Her Majesty the Queen in Right of Ontario, Her Ministers, directors, officers, agents, appointees and employees.

“Ineligible Costs” means the costs described under Part E.2 of Schedule “E” of this Agreement.

“Local Services Board” means a Local Services Board established under the *Northern Services Boards Act* (Ontario).

“Minister” means the Minister of Agriculture, Food and Rural Affairs.

“Ontario” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

“Parties” means Ontario and the Recipient.

“Party” means either Ontario or the Recipient, as the case may be.

“Project” means the project described in Part B.1 of Schedule “B” of this Agreement.

“Project Report” means the document set out under Part B.1 of Schedule “B” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

“Requirements of Law” means all applicable statutes, codes, acts, ordinances, orders, approvals, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability statutes, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability statutes are deemed to be Requirements of Law.

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

1.2 Reference To Statute Or Regulation. Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.

1.3 Singular/Plural And Gender Terms. Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and *vice versa* in each case as the context may permit or require.

1.4 Pronouns. Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun

shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.

- 1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

SECTION 2 THE AGREEMENT

- 2.1 The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

Schedule

- "A" Eligible Project Categories
- "B" Project Report and Annual Financial Report
- "C" Operational Requirements Under The Agreement
- "D" Financial Information For The Project
- "E" Eligible And Ineligible Costs
- "F" Aboriginal Consultation Requirements
- "G" Communications Protocol

- 2.2 Conflict.** In the event of a conflict between any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:

- (a) This document; and
- (b) The Schedules attached to this document.

- 2.3 Expiration Date Of Agreement.** This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

SECTION 3 GENERAL ROLES AND RESPONSIBILITIES OF THE PARTIES UNDER THE AGREEMENT

- 3.1 Provision Of Funds.** Ontario agrees, subject to the terms and conditions of this Agreement to provide Funds up to the amount set out under Part D.1 of Schedule "D" of this Agreement to the Recipient in accordance with Part D.2 of Schedule "D" of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete any Project to which the Funds being provided under this Agreement have been directed.

- 3.2 Ontario's Role Under Agreement Strictly Limited To Providing Funds.** The Recipient acknowledges and agrees that Ontario's role is strictly limited to providing Funds and that Ontario will have no other involvement in any Project to which Funds are directed or their subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to any Project to which Funds are directed. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of any Project to which Funds are directed through recourse to a third party, court, tribunal or arbitrator.
- 3.4 Funds Limited To Specific Projects.** The Recipient shall only use the Funds being provided under this Agreement towards Projects that fall within the category of projects set out under Schedule "A" of this Agreement and those Projects have been set out under Part I of the Project Report, as set out under Part B.1 of Schedule "B" of this Agreement.
- 3.5 Recipient To Spend Funds By December 31 Of The Calendar Year.** The Recipient shall spend any Funds provided to it under this Agreement by December 31 of the calendar year in which the Funds was provided under this Agreement. Where the Recipient does not spend the Funds it was provided under this Agreement by December 31 of the calendar year in which the Funds were provided, Ontario may Adjust the Funds that Ontario is providing to the Recipient in the following year by the amount of the Funds that the Recipient did not spend by December 31 the previous calendar year, plus any interest that the Recipient earned on those Funds.
- 3.6 Responsibility For Project.** The Recipient acknowledges and agrees that the Recipient, as opposed to Ontario, is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of any Project to which Funds are directed. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of any Project to which Funds are directed through recourse to a third party, court, tribunal or arbitrator.
- 3.7 Asset Retention.** The Recipient shall comply with Part C.7 of Schedule "C" of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.
- 3.8 Behavior Of Recipient.** The Recipient shall carry out any Project to which Funds are directed in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.
- 3.9 Ontario Not Responsible For Recipient Obtaining Permits Or Approvals.** For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar

authorization that the Recipient may need or want in relation to any Project to which Funding is directed or to meet any terms or conditions under this Agreement

- 3.10 Ontario May Impose Additional Conditions On The Recipient.** Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient's operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

SECTION 4 FUNDS

- 4.1 Use Of Funds.** Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs.
- 4.2 Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution.** The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.
- 4.3 Interest Earned By Recipient.** The Recipient shall report to Ontario the amount of any interest earned on any Funds provided to the Recipient under this Agreement in accordance with Part B.2 of Schedule "B" of this Agreement. Ontario reserves the right to request the return of any interest that the Recipient earns on the Funds.
- 4.4 Cost Must Be An Eligible Cost.** For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part E.1 of Schedule "E" of this Agreement.
- 4.5 Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part E.2 of Schedule "E" of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.
- 4.6 Ontario May Declare Costs To Be Eligible.** Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part E.1 of Schedule "E" of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.
- 4.7 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement, Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.
- 4.8 Repayment Of Funds.** The Recipient shall repay Funds to Ontario where:
- (a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
 - (b) The Recipient still has Funds under its charge, management or control:

- (i) On January 1 of the following calendar year in which the Funds were provided, or
- (ii) Upon the expiry or termination of this Agreement; and
- (c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,

within fifteen (15) Business Days of receiving a written demand from Ontario.

4.9 *Insufficient Funds Provided By Legislature.* If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.

4.10 *Ontario May Adjust The Funds.* Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement.

SECTION 5

PAYMENT UNDER AGREEMENT

5.1 *Eligibility Of Costs Or Expenses.* In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:

- (a) Must be reasonable;
- (b) Must be directly related to the Project in which the Funds are directed;
- (c) Must be an Eligible Cost;
- (d) Must not be an Ineligible Cost; and
- (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after the Effective Date of this Agreement for the first year and January 1 of each calendar year this Agreement is in effect and spent by December 31 of the same calendar year.

5.2 *Payment Of Funds.* Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part D.2 of Schedule “D” of this Agreement.

5.3 *Conditions Precedent For Payment Of Funds.* Despite section 5.2 and Part D.2 of Schedule “D” of this Agreement, Ontario may withhold the payment of any Funds to the Recipient until the Recipient has met the following further conditions precedent:

- (a) The Recipient has submitted to the Ministry of Municipal Affairs and Housing any outstanding Financial Information Returns by December 31 of each calendar year;
- (b) The Recipient has submitted to the Ministry a copy of their asset management plan and any subsequent updates by December 31 of each calendar year
- (c) The Recipient has:
 - (i) Where the Recipient has previously committed to making its asset management plan publically available under any other agreement it has entered into with Her Majesty the Queen in Right of Ontario, the Recipient has made its asset management plan public by:

- a. Posting its asset management plan on its website, if it has one, or
 - b. Made its asset management plan publicly available and has provided Ontario with information as to how it has made its asset management plan publicly available; or
- (ii) Where the Recipient has not previously committed to completing an asset management plan by December 31, 2014 under any other agreement it has entered into with Her Majesty the Queen in Right of Ontario, the Recipient has submitted a declaration certifying that the Recipient is committed to developing an asset management plan that includes all of the information and analysis described in *Building Together: Guide for Municipal Asset Management Plans*, by December 31, 2015;
- (d) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario's request;
- (e) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario's request; and
- (f) The Recipient has not or is not meeting any duty to consult with Aboriginal Groups requirements set out under this Agreement.

5.4 Withholding Payment Of Funds. Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient where:

- (a) Ontario is of the opinion that a Project in which the Funds are directed is not progressing in accordance with how other projects of a similar size and scope would progress under similar circumstances; and
- (b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance with any other agreements that the Recipient has entered into with Her Majesty the Queen in Right of Ontario where Ontario may be providing financial assistance to the Recipient, directly or indirectly, under that agreement. Where Ontario withholds the payment of any Funds to the Recipient, the following shall apply:
 - (i) Ontario has complete and absolute discretion to determine whether the Recipient is in compliance with the terms or conditions of any other funding agreements, such as the Municipal Infrastructure Investment Initiative and the Small, Rural and Northern Municipal Infrastructure Fund, whereby the Recipient is receiving, directly or indirectly, funding from Ontario;
 - (ii) Ontario shall continue to withhold any payments of any Funds to the Recipient under this Agreement until the Recipient has come into compliance with the terms and conditions of any other agreement whereby the Recipient receives, directly or indirectly, funding from Ontario; and
 - (iii) Ontario agrees that it will act reasonably when applying this section 5.4 of the Agreement and shall promptly notify the Recipient of any determinations made by Ontario with respect to the application of this section 5.4 of the Agreement.

SECTION 6
RECIPIENT'S REPRESENTATIONS, WARRANTIES, COVENANTS, ACKNOWLEDGEMENTS AND AGREEMENTS

6.1 Recipient's Representations, Warranties And Covenants. The Recipient represents, warrants and covenants that:

- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
- (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario's rights under this Agreement;
- (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;
- (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
- (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.

6.2 Governance. The Recipient represents, warrants and covenants that it has and shall maintain until the Expiration Date of this Agreement all legally necessary instruments to:

- (a) Establish a code of conduct and ethical responsibilities for the Recipient;
- (b) Establish procedures to ensure the ongoing effective functioning and continuance of the Recipient until the Expiration Date of this Agreement;
- (c) Establish decision-making mechanism;
- (d) Provide for the prudent and effective management of any Funds being provided under this Agreement;
- (e) Establish procedures to enable the timely identification of risks that would interfere with the Recipient meetings its obligations under this Agreement and strategies to address the identified risks;
- (f) Establish procedures to enable the preparation and delivery of all reports under this Agreement; and
- (g) Be responsible for other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

6.3 Additional Covenants. The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.

- 6.4 Recipient Shall Provide Proof Of Compliance Upon Ontario's Request.** The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.3 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part D.2 of Schedule "D" of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.3 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections 6.1 to 6.3 of this Agreement at any time during the Term of this Agreement.

SECTION 7

CONFLICT OF INTEREST AND CONFIDENTIALITY

- 7.1 No Conflicts Of Interest.** The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.
- 7.2 Disclosure Of Conflict Of Interest Situations.** The Recipient shall:
- (a) Disclose to Ontario, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest; and
 - (b) Comply with any terms and conditions that Ontario may impose as a result of the disclosure.
- 7.3 Ontario Bound By FIPPA.** The Recipient acknowledges that the provisions of the FIPPA and its regulations bind Ontario.

SECTION 8

INSURANCE

- 8.1 Recipient Shall Have Insurance.** The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense all necessary insurance that would be considered appropriate by a reasonable for the types of Projects in which Funds are being directed, including Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part C.3 of Schedule "C" of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Recipient's Commercial General Liability Insurance policy shall include:
- (a) The Indemnified Party as an additional insured 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;
 - (d) Products and Completed Operations Liability coverage;
 - (e) Employers Liability;
 - (f) Tenants Legal Liability (for premises/building leases only);

- (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation, termination or material change clause.

8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy. The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability for damages to property and injury to persons, including death, that may be brought against Ontario as a result of this Agreement.

SECTION 9

LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1 Exclusion Of Liability. In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.

9.2 Recipient To Indemnify Ontario. The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

9.3 Further Indemnification Of Ontario. The Recipient further agrees to indemnify and hold harmless the Indemnified Party from any general, compensatory, incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of their own gross negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or

employees where the third party entered into a Contract with the Recipient in relation to the Project;

- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

9.4 Recipient To Require Third Parties To Indemnify Ontario. The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.4 of the Agreement as against any third party.

9.5 Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties. The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.5 of the Agreement as against any third party.

SECTION 10 PROCUREMENT

10.1 Ontario Not Responsible For Claims Under Tender/Bidding Process. Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.

10.2 Competitive Procurement Process. The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent, competitive process that ensures the best value for any Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the *Municipal Act, 2001* (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient obtains at least three (3) written quotes unless Ontario gives prior written approval. The requirement for a competitive process under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:

- (a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
- (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for the equipment, services or supplies purchased.

10.3 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 this Agreement and the requirements of the *BPSAA*, the *BPSAA* shall apply.

10.4 Contracts. The Recipient shall ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Are managed in a way that is transparent, competitive and consistent with value for money principles
- (e) Require that any third parties thereto comply with all Requirements of Law; and
- (f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.

10.5 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible. If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.

10.6 Goods And Services To Be Procured In Competitive Manner And At Price No Greater Than Fair Market Value. Despite anything else contained in this section 10 of the Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.

10.7 Recipient To Keep Records Of Contracts. The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices, statements, receipts and vouchers in relation to any Project in which Funds are directed for a period of at least seven (7) years after the Term of this Agreement.

10.8 Trade Agreements. If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient shall comply with all applicable requirements of Annex 502.4. In the event of any conflict between the requirements of any other provisions of this section 10 of the Agreement and the requirements of Annex 502.4, the requirements of Annex 502.4 shall apply to the extent of the conflict.

SECTION 11

ABORIGINAL CONSULTATION

11.1 Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations. The Recipient hereby acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon Ontario satisfying any obligation it may have to consult with and, if required, accommodate any Aboriginal Group with an interest in any Project in which Funds are directed in order for the Project to proceed.

11.2 Recipient Ontario's Delegate For Purposes Of Consultation With Aboriginal Groups. By entering into this Agreement, Ontario delegates the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to any Project in which Funds are directed to the Recipient as set out in Schedule "F" of this Agreement. The Recipient, by signing this Agreement, acknowledges that Ontario has delegated the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to any Project in which Funds are directed and accepts said delegation and agrees to act diligently as Ontario's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to any Project in which Funds are directed.

11.3 Recipient's Obligations In Relation To Consultations. The Recipient shall:

- (a) Be responsible for consulting with any Aboriginal Group that has an interest in any Project in which Funds are directed on behalf of Ontario in accordance with Schedule "F" of this Agreement;
- (b) Take directions from Ontario in relation to consulting with any Aboriginal Group with an interest in any Project in which Funds are directed as well as any other directions Ontario may issue in relation to consultations, including suspending or terminating any Project in which Funds are directed; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in any Project in which Funds are directed in its Project Report, as set out under Part B.1 of Schedule "B" of this Agreement.

11.4 Recipient Shall Not Start Construction On Project Until Recipient Provides Evidence To Ontario That Notice Of The Project Has Been Given To Identified Aboriginal Groups. The Recipient shall not commence or allow any third party to

commence construction on any aspect of any Project in which Funds are directed for forty-five (45) Business Days, or such other time as Ontario may direct, after it has provided Ontario with written evidence that the Recipient has sent notice about any Project in which Funds are directed to the Aboriginal Groups identified in accordance with Schedule “F” of this Agreement.

SECTION 12 COMMUNICATIONS

- 12.1 Recipient To Follow Communications Protocol.** The Recipient shall follow the Communications Protocol set out under Schedule “G” of this Agreement.

SECTION 13 REPORTS

- 13.1 Project Report.** The Recipient shall submit a Project Report for every Project it proposes to direct Funds under this Agreement toward, as set out under Part B.1 of Schedule “B” of this Agreement, to Ontario by the date indicated in Part C.4 of Schedule “C” of this Agreement and in accordance with the requirements set out under Part B.1 of Schedule “B” of this Agreement during the Term of this Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.
- 13.2 Annual Financial Report.** The Recipient shall submit an Annual Report, as set out under Part B.2 of Schedule “B” of this Agreement, to Ontario on the dates set out in Part C.5 of Schedule “C” of this Agreement and in accordance with the requirements set out under Part B.2 of Schedule “B” of this Agreement during the Term of this Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.
- 13.3 Additional Reports Upon Request.** The Recipient shall, upon Ontario’s request in writing, collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.
- 13.4 Compliance Attestation.** The Recipient shall provide a compliance attestation in accordance with the following when any reports required under sections 13.1 to 13.3 of this Agreement is submitted:
- (a) Where the Recipient is a municipality, the compliance attestation shall be signed by the Recipient’s Administrative Officer/Clerk or Treasurer.
 - (b) Where the Recipient is a LSB, the compliance attestation shall be signed by the Recipient’s Chair or secretary.

SECTION 14
RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

14.1 Recipient's Obligations Under Agreement. The Recipient:

- (a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to any Project in which Funds are directed in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and
- (b) Shall maintain all non-financial documents and records relating to any Funds or otherwise to any Project in which Funds are directed, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.

14.2 Ontario May Inspect Recipient's Premises And Projects' Premises At Any Time.

Ontario reserves the right to inspect the Recipient's premises and any premises of any Project in which Funds are directed at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours' written notice and during normal business hours, enter the Recipient's premises to review the status of any Project in which Funds are directed and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to any Project in which Funds are directed.

14.3 Audits. Ontario may, at its own expense, conduct audits of any Project in which Funds are directed. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.

14.4 Auditor General. The Auditor General may, at the Auditor General's cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:

- (a) All records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and/or the use of the Funds; and
- (b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.

14.5 Information. The Recipient shall supply to Ontario, within ten (10) Business Days of receiving a written request, such information in respect of this Agreement or any Project in which Funds are directed as Ontario requests unless the request provides otherwise.

14.6 Provision Of Information Is A True Condition Precedent. If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part D.2 of Schedule "D" of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement.

SECTION 15

DEFAULT AND TERMINATION

15.1 Events Of Default. Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

- (a) In the opinion of Ontario:
 - (i) The Recipient has provided false or misleading information to Ontario;
 - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably;
 - (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably;
 - (iv) The Recipient is unable to continue with any Project in which Funds are directed or the Recipient is likely to discontinue any Project in which Funds are directed;
 - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened;
- (b) 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; or
- (c) The Recipient ceases to operate.

15.2 Remedies On Default. Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

- (a) Ontario shall not have to provide any further Funds under this Agreement;
- (b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
- (c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

15.3 Additional Remedies. In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to Ontario at law, equity or under statute.

15.4 Waiver Of Event Of Default Must Be In Writing. Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.

- 15.5 *Ontario's Discretion To Terminate Agreement.*** Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.
- 15.6 *Termination Of Agreement For Circumstances Beyond The Control Of A Party.*** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.
- 15.7 *Date of Termination.*** In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

SECTION 16 GENERAL PROVISIONS

- 16.1 *Terms Binding.*** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.
- 16.2 *Representatives May Bind Parties.*** The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.
- 16.3 *Further Assurances.*** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 16.4 *Agreement Binding.*** This Agreement shall enure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.
- 16.5 *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 set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.
- 16.6 *Tolerance Of Indulgence Of Breach Not A Waiver.*** Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.

- 16.7 Time Is Of The Essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.
- 16.8 Severability.** If any term or condition of this Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 16.9 No Assignment Of Agreement.** The Recipient shall not assign this Agreement to any other person unless the Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.
- 16.10 No Amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Parties.
- 16.11 Joint Authorship Of Agreement.** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.
- 16.12 Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.
- 16.13 Recipient Cannot Represent Ontario.** The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.
- 16.14 Consultants.** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents or Consultants, including the hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents and Consultants and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.
- 16.15 Lobbyists And Agent Fees.** The Recipient represents and warrants:
- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;

- (b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms and/or conditions of this Agreement; and
- (c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.

16.16 Debt Owning To Her Majesty The Queen In Right Of Ontario. Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to Her Majesty the Queen in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.

16.17 Her Majesty The Queen In Right Of Ontario May Charge Interest. Her Majesty the Queen in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

16.18 Set-Off By Ontario. In the event that the Recipient is indebted to Her Majesty the Queen in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by Her Majesty the Queen in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the *Financial Administration Act* (Ontario) or the *Financial Administration Act* (Canada).

16.19 Notice And Service Of Documents Under Agreement. Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, facsimile transmission or Email transmission and shall be addressed to Ontario and the Recipient respectively, as set out in Part C.6 of Schedule "C" of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or
- (b) In the case of personal delivery, facsimile transmission or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

16.20 Governing Law. This 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 in connection with this Agreement shall be conducted in Ontario.

16.21 Agreement Executed In Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.

16.22 Entire Agreement. This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to the subject matter of this Agreement has any legal effect. No representation or warranty, whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.

16.23 Survival. The provisions of this Agreement that by their nature survive the expiration or early termination shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 3 to 6, 9, 11 and 13 to 15; subsections 1.2 to 1.7, 2.2, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts C.6 and C.7 of Schedule “C” of this Agreement and Schedules “E” and “F”; along with all applicable defined terms within section 1, all cross-referenced provisions within the foregoing sections, subsections and Schedules.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

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

Name: George Borovilos
Title: Assistant Deputy Minister (A)

Date

I have the authority to bind the Crown pursuant to delegated authority.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Name:
Title:

Date

**AFFIX CORPORATE
SEAL**

Name:
Title:

Date

I/We have the authority to bind the Recipient.

**SCHEDULE “A”
ELIGIBLE PROJECT CATEGORIES**

Eligible Projects include:

The development and implementation of asset management plans (e.g. software, training, inspections) for core infrastructure assets

Capital projects and capital maintenance for the renewal, rehabilitation and replacement of core infrastructure assets which include:

- Roads
 - o Paved Roads
 - o Unpaved Roads
 - o Street lighting and sidewalks may be included as eligible items when part of a road project.
- Bridges and Culverts
- Water
 - o Water Treatment
 - o Water Distribution/Transmission
- Wastewater
 - o Wastewater Treatment & Disposal
 - o Sanitary Sewer Systems
 - o Storm Sewer Systems (Urban and Rural)
 - o Note: Routine upgrades or improvements to storm water infrastructure and drainage are ineligible; an eligible project must eliminate or significantly reduce the potential for serious damages to adjacent critical infrastructure (e.g. roads, bridges).

Funds are not to be used for growth-related expansion projects (e.g., new subdivision infrastructure).

A Recipient may choose to transfer its yearly allocation to another eligible Recipient in the furtherance of a joint project. A Recipient will only be allowed to transfer Funds if the following are in place:

- The participating Recipients will need to inform Ontario that they are undertaking a joint project and put formal agreements in place for the joint project that provide details on the shared funding arrangement and reason for the transfer of Funds.
- The Project being funded is listed as a priority in the asset management plans of all Recipients involved in the Project.

SCHEDULE “B”
PROJECT REPORT AND ANNUAL FINANCIAL REPORT

PART B.1 – PROJECT REPORT

The Project Report shall indicate to the Ministry what Project the Recipient will use the Funds for. The Project Report contains two sections: (1) Proposed Project Reporting Table and (2) Annual Project Information Update. The Recipient must submit a separate Project Report for every Project proposed to utilize the Funds.

PROPOSED PROJECT REPORTING TABLE

Section A of the applicable Project Report must be submitted 45 Business Days prior to the start of any construction or no later than March 31st of each calendar year.

Should the Recipient require a revision in the Project set out in the Project Report; the Recipient shall revise the Project Report and submit an updated Project Report as soon as possible to the Ministry and prior to any construction being undertaken on the Project. The Recipient shall note that the Project has been changed from the original Project Report.

ANNUAL PROJECT INFORMATION UPDATE

Section B of the applicable Project Report must be submitted no later than December 31st of each calendar year.

There are two (2) Project Reports:

- Project Report A: Road Resurfacing or Asset Management Projects
- Project Report B: Other Eligible Projects

For Projects involving asset management or road resurfacing, use report “A”.

Road resurfacing is defined as a road Project where the land will not be disturbed, altered or affected through excavation (i.e., no increase in width, change in alignment, etc.) except for the removal of the current surface and the installation of a new surface.

For all other Projects use report “B”.

PART B.2 – ANNUAL FINANCIAL REPORT

The Recipient shall provide an annual financial update to the Ministry in the form prescribed no later than December 31st of each calendar year.

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PROJECT REPORTS

ONTARIO COMMUNITY INFRASTRUCTURE FUND – FORMULA COMPONENT

PROJECT REPORT A – ROAD RESURFACING OR ASSET MANAGEMENT PROJECTS

Municipality / LSB Name	2T			
Contact Name	2T	Title	2T	
Email	2T	Phone Number	2T	Date 2T

SECTION A: PROPOSED PROJECT REPORTING TABLE

Section A must be filled out and submitted to the ministry 45 Business Days prior to the start of any construction or no later than March 31st. Once the project is completed or if your annual update is due Section B of this report should be completed. A separate report should be filled out for every project you are planning to utilize Formula Component Funds for. If plans change and a new project is selected to utilize program Funds, then an updated Project Report is required to be submitted to the Ministry.

PART 1: PROJECT DESCRIPTION INFORMATION

For each project, ensure that the following table is filled out:

Project Category	☐ Road Resurfacing (does not include any changes to the road, strictly removal of current surface and replacement of the surface) ☐ Asset Management <i>Choose only one category</i>				
Project Title	<i>Insert a project title (no more than 10 words please)</i>				
Project Description	<i>Insert a description of the project. Historic details are not necessary only what you plan on doing.</i>				
Project Location (include the entire site of work)	Street Address / Cross Roads	<i>Insert information here</i>		City / Town	<i>Insert information here</i>
	Longitude	<i>Insert information here</i>		Latitude	<i>Insert information here</i>
Estimated Total Project Cost	\$ <i>Insert dollar value</i>		Formula Funds Expected to be Utilized		\$ <i>Insert dollar value</i>
Proposed Start Date	<i>Insert date MM/DD/YYYY</i>		Proposed Completion Date		<i>Insert date MM/DD/YYYY</i>

SECTION B: ANNUAL PROJECT INFORMATION UPDATE

This section must be filled out when the above project is completed or annually at a minimum and submitted to the ministry no later than December 31st.

PART 1: PROJECT ACTIVITIES			
1. What is the current status of the above project?			
☐ In Progress - Ahead of Schedule	☐ In Progress - On Schedule	☐ In Progress - Behind Schedule	☐ Completed
2. Is there any variance between the project description noted above and the actual project completed or in progress?			
☐ No ☐ Yes			
If Yes, please describe:			

PART 1: PROJECT ACTIVITIES**3. For Asset Management Projects – What area did you focus your asset management efforts on?**

- ☐ State of local infrastructure (i.e., inventory of assets, valuation of assets, asset condition, etc.)
- ☐ Desired levels of service (i.e., performance measures, targets, timeframes, etc.)
- ☐ Asset management strategy (i.e., action plans, procurement methods, strategy risks, etc.)
- ☐ Financing strategy (i.e., expenditure forecasts, historic comparative analysis, etc.)

4. For Road Resurfacing Projects - As detailed in your asset management plan (AMP), what was the priority of the project using this funding?

- ☐ Over due to be completed?
- ☐ Due to be completed this year?
- ☐ Due to be completed in the next year?

- ☐ Due to be completed in the next 2-5 years?
- ☐ Due to be completed in the next 5+ years?
- ☐ Was not detailed in plan, Please specify: _____

5. Please indicate which of the following benefits you have experienced or anticipate for your municipality as a result of the project. Provide details where possible.

	At project completion	Anticipated (1-2 years out)	Details
Asset Management Plan is now a comprehensive plan for all core infrastructure	☐ Yes ☐ No	☐ Yes ☐ No	
Addressed urgent public health and safety issues.	☐ Yes ☐ No	☐ Yes ☐ No	
Highest priority items in Asset Management Plan addressed earlier than planned.	☐ Yes ☐ No	☐ Yes ☐ No	
Other? Please specify.	☐ Yes ☐ No	☐ Yes ☐ No	

PART 2: FINANCIAL UPDATE FOR THE CURRENT CALENDAR YEAR

Actual Total Project Costs	\$xxx
Actual Formula Funds Utilized on Eligible Project (from Section A)*	\$xxx
Closing Balance of Unspent Funds to Date	\$xxx

*This dollar value is the amount to be identified in your Annual Financial Report

NOTE: Supporting documentation for any financial figures in this report shall be provided to OMAFRA upon request and should be retained as per Section 11.7 of the Contribution Agreement.

PART 3: DUTY TO CONSULT DECLARATION

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

Declaration required for all Projects:

Confirmation provided to the Province of Ontario indicating that there has been no communication from any Aboriginal ☐ Yes ☐ No

Groups and that there were no items of cultural significance to aboriginal groups discovered with respect to this project.

PART 4: ATTESTATION

By inserting a name, title and date below, the Recipient warrants that:

1. The information provided herein and in any document attached is accurate and complete; and
2. It is in compliance with all of the terms and conditions of the Agreement.

Name	2T	Title	2T	Date	2T
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ONTARIO COMMUNITY INFRASTRUCTURE FUND – FORMULA COMPONENT PROJECT REPORT B – OTHER ELIGIBLE PROJECTS



Municipality / LSB Name	2T				
Contact Name	2T	Title	2T		
Email	2T	Phone Number	2T	Date	2T

SECTION A: PROPOSED PROJECT REPORTING TABLE

Section A must be filled out and submitted to the ministry 45 Business Days prior to the start of any construction or no later than March 31st. Once the project is completed or if your annual update is due Section B of this report should be completed. A separate report should be filled out for every project you are planning to utilize Formula Component Funds for. If plans change and a new project is selected to utilize program Funds, then an updated Project Report is required to be submitted to the Ministry.

PART 1: PROJECT DESCRIPTION INFORMATION

For each project, ensure that the following table is filled out:

Project Type	☐ Rehabilitation ☐ Replacement ☐ Renewal		Note : Expansion Projects are not eligible under OCIF		
Project Category	☐ Water ☐ Wastewater ☐ Roads (other than resurfacing) ☐ Bridges Choose only one category				
Project Title	Insert a project title (no more than 10 words please)				
Project Description	Insert a description of the project. Historic details are not necessary only what you plan on doing.				
Project Location (include the entire site of work)	Street Address / Cross Roads	City / Town	Insert information here		
	Longitude	Latitude	Insert information here		
Estimated Total Project Cost	\$ Insert dollar value		Formula Funds Expected to be Utilized	\$ Insert dollar value	
Proposed Start Date	Insert date MM/DD/YYYY		Proposed Completion Date	Insert date MM/DD/YYYY	

PART 2: DUTY TO CONSULT ASSESSMENT QUESTIONS

These questions are intended to aid the Ministry of Agriculture, Food and Rural Affairs in meeting the Crown's duty to consult Aboriginal Communities. Aboriginal Communities include the Indian, Inuit and Métis peoples of Canada and any other group having Aboriginal or treaty rights under section 35 of the Constitution Act, 1982. It is important to note that consultations are an ongoing process. It is possible that Aboriginal Communities have brought or may bring forward new information in response to notifications that could affect Ontario's consultation obligations. It is important that Ontario be made aware of any new information so it can remain responsive throughout the consultation process. Please note that the Duty to Consult is relevant to all parts of the province whether a project is on reserve or municipal owned lands.

Environment & Geography	Does the municipality/LSB own the land, building(s) or works	Insert response here
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PART 2: DUTY TO CONSULT ASSESSMENT QUESTIONS		
	upon which the proposed project will be constructed or renovated?	
	Is the proposed project land going to be disturbed, altered or affected through excavation, deforestation, etc.? Will the proposed project require in-water work? Will it affect a watercourse or watershed and, if so, to what extent? Will the proposed project affect birds / fowl or other animals and their habitat?	<i>Insert response here</i>
Regulatory decisions, approvals, licenses, authorizations, agreements, etc. by the federal or provincial government, including conservation authorities, municipal by-laws or orders or other such instruments.	List any regulatory decisions/approvals etc. made or anticipated in relation to the proposed project. Include the type of approval, e.g. Municipal Class EA – Schedule B or whatever is relevant. Have any Aboriginal Communities been engaged in the decision/approval etc. process to date? If yes, please list the Aboriginal Communities and set out the nature of the consultation.	<i>Insert response here</i>
	Is the municipality aware of any historical or archaeological finds, etc. in the vicinity of the proposed project site? Is the municipality aware of any recent claims or assertions by Aboriginal Communities in connection with the proposed project site?	<i>Insert response here</i>
Known Assertions or Claims	Has the municipality ever consulted Aboriginal Communities in the past about this or any of its infrastructure projects? Has any Aboriginal Community recently previously expressed a concern regarding other infrastructure projects the municipality has undertaken? If so, what was the concern and what was the outcome?	<i>Insert response here</i>

SECTION B: ANNUAL PROJECT INFORMATION UPDATE

This section must be filled out when the above project is completed or annually at a minimum and submitted to the ministry no later than December 31st.

PART 1: PROJECT ACTIVITIES**1. What is the current status of the above project?**

☐ In Progress - Ahead of Schedule ☐ In Progress – On Schedule ☐ In Progress – Behind Schedule ☐ Completed ☐ Not Proceeding

2. Is there any variance between the project description noted above and the actual project completed or in progress?

☐ No ☐ Yes

If Yes, please describe:

3. As detailed in your asset management plan (AMP), what was the priority of the project using this funding?

☐ Over due to be completed?

☐ Due to be completed this year?

☐ Due to be completed in the next year?

☐ Due to be completed in the next 2-5 years?

☐ Due to be completed in the next 5+ years?

☐ Was not detailed in plan, Please specify: _____

4. Please indicate which of the following benefits you have experienced or anticipate for your municipality as a result of the project. Provide details where possible.

	At project completion	Anticipated (1-2 years out)	Details
Addressed urgent public health and safety issues.	☐ Yes ☐ No	☐ Yes ☐ No	
Highest priority items in Asset Management Plan addressed earlier than planned.	☐ Yes ☐ No	☐ Yes ☐ No	
Other? Please specify.	☐ Yes ☐ No	☐ Yes ☐ No	

PART 2: FINANCIAL UPDATE FOR THE CURRENT CALENDAR YEAR

Actual Total Project Costs	\$xxx
Actual Formula Funds Utilized on Eligible Project (from Section A)*	\$xxx
Closing Balance of Unspent Funds to Date	\$xxx

*This dollar value is the amount to be identified in your Annual Financial Report

NOTE: Supporting documentation for any financial figures in this report shall be provided to OMAFRA upon request and should be retained as per Section 11.7 of the Contribution Agreement.

PART 3: DUTY TO CONSULT DECLARATION

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

Declaration required for all Projects:

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

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

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

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

The Province of Ontario was made aware of any issue(s) identified by any Aboriginal communities.

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

PART 4: ATTESTATION

By inserting a name, title and date below, the Recipient warrants that:

1. The information provided herein and in any document attached is accurate and complete; and
2. It is in compliance with all of the terms and conditions of the Agreement.

Name	2T	Title	2T	Date	2T
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ANNUAL FINANCIAL REPORT

ONTARIO COMMUNITY INFRASTRUCTURE FUND - ANNUAL FINANCIAL REPORT



Recipient Name:	
Contact Name, Title:	
Email:	
Phone:	

FUNDS RECEIVED FROM OCIF FORMULA COMPONENT

(refer to Schedule "D" of your Agreement)

\$ -

ADDITIONS TO THE FUNDING AMOUNT:

Add: Any interest earned on the funds received:

\$ -

(As per section 4.3 of your Agreement, recipients are required to provide the amount, if any, of the interest earned on the funds provided. Recipients are responsible for the calculation of interest earned.)

Add: Any amount(s) received from another Recipient's OCIF Allocation:
(Provide name of Municipality/Local Services Board and amount received)

Name of Municipality / LSB

1.		\$ -
2.		\$ -
3.		\$ -
TOTAL RECEIVED FROM OTHER RECIPIENTS:		\$ -

TOTAL FUNDS REQUIRED TO BE USED FOR PERIOD:

\$ -

SUBTRACTIONS FROM THE FUNDED AMOUNT:Subtract: Any OCIF allocation amount(s) transferred to another Municipality/LSB:
(Provide name of Municipality/Local Services Board and amount transferred)

Name of Municipality / LSB

1.		\$ -
2.		\$ -
3.		\$ -
TOTAL TRANSFERRED TO OTHER RECIPIENTS:		\$ -

Subtract: Total formula funds utilized on eligible projects:

(Provide project name and total formula funds used for the project(s). Projects should match what was submitted in Section B - Part 2 Financial Update section of your required Project Report(s))

Project Name

1.		\$ -
2.		\$ -
3.		\$ -
4.		\$ -
5.		\$ -
TOTAL FUNDS USED ON ELIGIBLE PROJECTS:		\$ -

TOTAL FUNDS TRANSFERRED OR SPENT:

\$ -

CLOSING BALANCE OF FUNDS*:

\$ -

* As per section 3.5 of your Agreement, Ontario may adjust the amount provided in the following year by the amount of Funds not spent by December 31. If the balance of funds is greater than zero, you must ensure that you have provided an amount for interest earned above.

ATTESTATION BY TREASURER/CLERK/CHIEF ADMINISTRATIVE OFFICER

By inserting a name, title and date below, the Recipient warrants that:

- The information provided herein and in any document attached is accurate and complete;
- Any interest earned (as noted under Additions to the Funding Amount above) has been used for costs associated with eligible projects or has been remitted to the Ministry; and
- The Recipient is in compliance with all of the terms and conditions of the Agreement.

Name		Date	
Title			

SCHEDULE “C”
OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

PART C.1 – EFFECTIVE DATE OF AGREEMENT

C.1.1 *Effective Date Of Agreement.* This Agreement is effective as of the date that the Minister signs it.

PART C.2 – EXPIRATION DATE

C.2.1 *Expiration Date Of Agreement.* Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2018.

PART C.3 – INSURANCE REQUIREMENTS

C.3.1 *Insurance Requirements.* The Recipient shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

PART C.4 – SUBMISSION OF PROJECT REPORT

C.4.1 *Submission Of Project Report.* The Recipient shall submit its Project Report in accordance with the following:

The Recipient shall submit section “A” of the applicable Project Report to Ontario 45 Business Days prior to the start of any construction or no later than March 31st of each calendar year.

The Recipient shall submit section “B” of the applicable Project Report to Ontario no later than December 31st of each calendar year.

PART C.5 – SUBMISSION OF ANNUAL REPORT

C.5.1 *Submission Of Annual Report.* The Recipient shall submit the Annual Financial Report and Part “B” of the Project Report for all applicable Projects to Ontario by December 31st of the year in which the Funds were received.

PART C.6 – NOTICE AND CONTACT

C.6.1 Notice And Contact Information. Notices under this Agreement shall be sent to the following persons at the following addresses:

To Ontario: Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2 Attention: Joel Locklin, Manager Telephone: 519-826-3791 Fax: 519-826-3398 Email: OCIF@ontario.ca	To Recipient: The Corporation of the City of Sault Ste. Marie 99 Foster Street, PO Box 580 Sault Ste. Marie, Ontario P6A 5X6 Attention: Joseph Fratesi Telephone: (705) 759-5388 Email: j.fratesi@cityssm.on.ca
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PART C.7 – ASSET RETENTION PERIOD

C.7.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement. The Recipient shall notify OMAFRA in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. The Recipient shall not dispose of any assets purchased, constructed, rehabilitated or improved by the Funds without the prior written consent of Ontario.

C.7.2 Asset Retention Period. The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.

SCHEDULE “D”
FINANCIAL INFORMATION FOR THE PROJECT

PART D.1 – PROVISION OF FUNDS

D.1.1 Funds Provided By Ontario. Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to the amount indicated in the table immediately below in Funds for Eligible Costs. Subject to sections 3.5 and 4.3 of this Agreement, the Recipient may also retain any interest earned upon those Funds

Funding Year	Annual Financial Assistance	Timeframe for Funds to be spent:
2015	\$ 435,343.00	January 1 - December 31, 2015
2016	\$ 435,343.00	January 1 - December 31, 2016
2017	\$ 435,343.00	January 1 - December 31, 2017

PART D.2 – PAYMENT OF FUNDS

D.2.1 Payment of Funds. Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:

Annual Financial Assistance is equal to or under \$150,000.00

Funding Year	100% Payment Date Range
2015	January – March 2015
2016	January – March 2016
2017	January – March 2017

Annual Financial Assistance is over \$150,000.00

Funding Year	1 st Installment (25%)	2 nd Installment (50%)	3 rd Installment (25%)
2015	January – March 2015	April – June 2015	July to September 2015
2016	January – March 2016	April – June 2016	July to September 2016
2017	January – March 2017	April – June 2017	July to September 2017

**SCHEDULE “E”
ELIGIBLE AND INELIGIBLE COSTS**

PART E.1 – ELIGIBLE COSTS

E.1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and Part E.2 of this Schedule “E” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario’s sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays that are documented through invoices, receipts or other records that is acceptable to Ontario.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, a tangible core infrastructure asset;
- (b) Development and implementation of asset management plans (e.g. software, training and inspections);
- (c) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (d) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, licence or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (e) The costs for consulting with an Aboriginal Group, including the Recipient’s legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (f) The costs of developing and implementing innovative techniques for carrying out the Project;
- (g) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (h) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “G” of this Agreement; and
- (i) Other costs that are, in Ontario’s sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

PART E.2 – INELIGIBLE COSTS

E.2.1 *Ineligible Costs.* The following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds being provided under this Agreement:

- (a) Costs not incurred in accordance with section 5.1(e) of the Agreement;
- (b) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including costs or expenses for surveys, and includes real estate fees and other related costs;
- (c) Financial charges, legal fees, other than those association with consultation with Aboriginal Groups (provided such legal fees are reasonable), loan and interest payments
- (d) The value of any goods and services which are received through donations or in kind;
- (e) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (f) Meal, hospitality or incidental costs or expenses of Consultants
- (g) Costs associated with completing Expressions of Interest and/or applications for the Ontario Community Infrastructure Fund or the Building Canada Fund – Small Communities Fund; and
- (h) Costs of accommodation for any Aboriginal Group.

E.2.2 *Harmonized Sales Tax.* Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

E.2.3 *Costs Of Non-Arm's Length Parties.* The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

SCHEDULE “F”

ABORIGINAL CONSULTATION REQUIREMENTS

PART F.1 – PURPOSE AND DEFINITIONS

F.1.1 Purpose. This Schedule sets out the responsibilities of Ontario and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from Ontario to the Recipient.

F.1.2 Definitions. For the purposes of this Schedule:

“**Section 35 Duty**” means any duty Ontario may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

PART F.2 – RESPONSIBILITIES OF ONTARIO

F.2.1 Ontario’s Responsibilities. Ontario is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as Ontario may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

PART F.3 – RESPONSIBILITIES OF THE RECIPIENT

F.3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by Ontario, if such notice has not already been given by the Recipient or Ontario;
- (b) Immediately notifying Ontario of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;

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

Project and reporting to Ontario any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;

- (o) Consulting regularly with Ontario during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to Ontario the results of such discussions prior to implementing any applicable accommodation measures;
- (p) Complying with Ontario's direction to take any actions, including without limitation, suspension or termination of the Project, as Ontario may require; and
- (q) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from Ontario as Ontario may provide.

F.3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section 11.2 of the Agreement, Ontario, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

F.3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

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

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

PART F.4 – NO IMPLICIT ACKNOWLEDGEMENT

F.4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by Ontario or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in subsection F.1.2 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

PART F.5 – GENERAL

F.5.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of Ontario is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, Ontario, and provincial ministries, boards, agencies and other regulatory decision-makers.

PART F.6 – NOTICE AND CONTACT

F.6.1 Notices In Relation To Schedule. All notices to Ontario pertaining to this Schedule shall be in writing and shall be given sent to the person identified under Part 6.4 of Schedule C.

SCHEDULE “G” COMMUNICATIONS PROTOCOL

This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

PURPOSE

This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

PROJECT SIGNAGE

If the Recipient installs a sign at the site of a Project, the Recipient shall, at Ontario's request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by Ontario prior to installation.

The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

MEDIA EVENTS

The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project.

In requesting a media event or an announcement, the Party requesting the event will provide at least twenty-one (21) Business Days' notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designed representative. Each participant will choose its designated representative.

All joint communications material related to media events and announcements must be approved by Ontario and recognize the funding provided by Ontario.

Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

PRINTED MATERIALS, WEBSITES, PHOTO COMPILATIONS, AWARD PROGRAMS, AWARENESS CAMPAIGNS

The Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

ISSUES MANAGEMENT

The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

COMMUNICATING SUCCESS STORIES

The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

The Recipient acknowledges and agrees that Ontario may publicize information about the Project. Ontario agrees it will use reasonable efforts to consult with the Recipient about Ontario's publication about the Project prior to making it.

DISCLAIMER

If the Recipient publishes any material of any kind relating to the Project or the Ontario Community Infrastructure Fund, 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 Ontario's views.



COUNCIL REPORT

December 15, 2014

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: W. Freiburger, Commissioner of Finance and Treasurer

DEPARTMENT: Finance Department

RE: Borrowing By-laws for 2015

PURPOSE

Each year it is necessary to pass borrowing by-laws for current and capital purposes.

BACKGROUND

Borrowing by-laws are required to provide access to financing for operational and capital purposes.

ANALYSIS

Short term borrowing to meet current expenditures may be required to provide cash flow between tax due dates and the receipt of Provincial grants. The recommended by-law provides for borrowing sums not to exceed \$10,000,000 to meet current expenditures.

Capital borrowing may be required for short and long term purposes for financing of capital projects. The recommended by-law provides for borrowing of sums not to exceed \$15,000,000 for capital purposes for the City.

For 2014, the City had provided the Public Utilities Commission with a borrowing capacity of \$6,200,000 for capital purposes relating to water infrastructure. The Public Utilities Commission has requested the same borrowing capacity of \$6,200,000 be continued for 2015. Currently, the PUC is utilizing \$3,000,000 of the \$6,200,000 line of credit.

The limits are an approved credit line with the City's Banker that is reviewed annually.

IMPACT

Not applicable.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Commissioner of Finance and Treasurer dated 2014 12 15 concerning borrowing by-laws for current and capital purposes be received as information. By-laws 2014-239 and 2014-240 appear elsewhere on the agenda and are recommended for approval.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read 'W. Freiburger'.

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

WF/kl



COUNCIL REPORT

December 15, 2014

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jim St. Jules, Assistant Fire Chief, Support Services

DEPARTMENT: Fire Services

RE: Replacement of P1 – 2000 Pumper

PURPOSE

This report is to authorize the purchase of a replacement pump/rescue apparatus for our 2000 Pumper (P1) from Safetek Emergency Vehicles as a single source supplier funded from our Fire Capital Reserve Account. The delivery of the replacement fire truck is identified in our fleet replacement schedule for 2015.

BACKGROUND

Fire Services has developed and followed a long term fleet replacement schedule for all fire response apparatus. This replacement schedule takes into consideration the Fire Underwriters Survey Group requirement to have all frontline firefighting apparatus no longer than 15 years in order to maintain insurance ratings. This fleet replacement schedule is also included in the City's Corporate Strategic Plan as various fire apparatus's service replacement dates come due.

ANALYSIS

As part of the planning for this new truck, we have realized that the two previous Pump/Rescue apparatus purchased from Smeal have proven to be effective trucks to respond to all types of calls. This improves fire ground operations and safety of the fire fighters. Another advantage of this new truck is the patented ergonomic hose loader bed that we have now included in our last two (2) Smeal pump/rescue trucks and the most recent 75' Smeal aerial. This health and safety feature keeps the fire fighters on the floor when re-loading fire hose after a fire, thus preventing risks of injury or lost time from falling from apparatus.

Our latest acquisition in 2014 was the Smeal 75' aerial and in 2010 (2) Smeal pump/rescues with the Spartan chassis. This particular truck manufacturer has proved to be an excellent company to deal with for any issues that we have had

during the warranty period and anything afterwards. We have had parts shipped from the factory in Nebraska to our facility overnight. The staff is very knowledgeable and willing to help with any matter we have. The product has proved to be of quality workmanship and the functionality of the aerial and pumpers are very user friendly, as are the servicing aspects. This keeps diagnostics and repair downtime to a minimum thus keeping the units on the front line ready to respond.

As part of the long standing history and relationships we have developed with Safetek Emergency Vehicles, the Canadian dealer for Smeal Fire Apparatus, I am again recommending that we proceed to purchase this new truck as a single source supplier based on the fact that our last four (4) purchases have been Smeal trucks. This allows for standardization and consistency in our front line fleet, which is an advantage in training all the suppression staff as well as our mechanics. In addition, many features will be very familiar and could improve the process time for getting a new truck into service. This also applies to ongoing maintenance and diagnostics when issues may arise, our mechanics can take advantage of the factory training provided with historic knowledge of similar products that they are already accustomed to. Other advantages of standardization of the fleet are the common parts inventory that can be maintained with similar trucks much like we do with our Crestline ambulance fleet. This practice of single sourcing for standardizing departments is quite common and other cities that have similar single source contracts with Smeal/Safetek are Toronto, Vaughn, Markham, Barrie, Ajax, Burlington, Richmond Hill, London, Calgary, Edmonton and Vancouver.

IMPACT

The cost for this unit including miscellaneous equipment will be \$700,300.

The funding for this truck is to come from our Fire Capital Reserve account. With the addition of the new Pump/Rescue apparatus, we would then recommend selling or trading in a 1995 reserve pumper from the fleet and move the 2000 (P1) pumper to the reserve status. The 1995(P5) "Superior" could then be deemed surplus once the new truck is in service.

STRATEGIC PLAN

This truck replacement will be included in the city's 2015- 2019 Corporate Strategic Plan for the 2015 budget year.

RECOMMENDATION

Resolved that the report of the Assistant Fire Chief – Support Services dated 2014 12 15 concerning the replacement of P1 – 2000 Pumper be received and that the recommendation to purchase a pump/rescue for delivery in 2015 from Safetek Emergency Vehicles as a single source supplier be approved, and funded from the Fire Services Capital Equipment Reserve account.

Respectfully submitted,



Jim St. Jules
Assistant Fire Chief – Support Services

Recommended for approval,



Marcel Provenzano
Fire Chief

Jim St Jules
Assistant Fire Chief-Support Services



SSM Fire Services
Support Services

2014 08 11

Mayor Debbie Amaroso and
Members of City Council

RE: Replacement of P1 - 2000 Pumper

This report is to authorize the purchase of a replacement pump/rescue for our 2000 Pumper(P1) with an RFP from Safetek Emergency Vehicles as a single source supplier funded from our Fire Capital Reserve Account.

PURPOSE

The purpose of the report is to get authorization to begin the RFP process to order and take delivery of a replacement fire truck as identified in our fleet replacement schedule for 2015.

BACKGROUND

The Fire Services have developed and followed a long term fleet replacement schedule for all of the fire apparatus used for emergency calls not including the small support and admin vehicles. This replacement schedule takes into consideration the Insurance Underwriters requirement to have all frontline firefighting apparatus no longer than 15 years in order to maintain insurance ratings. This fleet replacement schedule is also incorporated in the city's Corporate Strategic Plan as various fire apparatus's service replacement dates come due.

ANALYSIS

As part of the planning to spec this new truck, we have realized that the two previous Pump/rescues purchased from Smeal have proved to be efficient trucks to respond to all types of calls. This improves fire ground operations and safety of the fire fighters. Another advantage of this new truck is the "patented" ergonomic hose loader bed that we have now included in our last two (2) Smeal pump/rescue trucks and the most recent 75' Smeal aerial. This health & safety feature keeps the fire fighters on the floor when re-loading fire hose after a fire, thus preventing risks of injury or lost time from falling from apparatus.

Sault Ste. Marie Fire Services
72 Tancred Street ~ Sault Ste. Marie, ON P6A 2W1
Telephone: (705) 949-3335 ~ Fax: (705) 949-2341
www.cityssm.on.ca ~ j.st.jules@cityssm.on.ca

Our latest acquisition in 2014 was the Smeal 75' aerial and in 2010 (2) Smeal pump/rescues with the Spartan chassis. This particular truck manufacturer has proved to be an excellent company to deal with for any issues that we have had during the warranty period and anything afterwards. We have had parts shipped from the factory in Nebraska to our facility overnight. The staff is very knowledgeable and willing to help with any matter we have. The product has proved to be of quality workmanship and the functionality of the aerial and pumpers are very user friendly and the servicing aspects are as mechanic friendly as possible. This keeps diagnostics and repair downtime to a minimum thus keeping the units on the front line ready for action.

As part of the long standing history and relationships we have developed with Safetek Emergency Vehicles, the Canadian dealer for Smeal Fire Apparatus, I am recommending that we proceed to purchase this new truck as a single source supplier. The fact that our last four (4) purchases have been Smeal trucks allows for standardization and consistency in our front line fleet, which is an advantage in training all the suppression staff and our mechanics as many features will be very familiar and could improve the process time for getting a new truck in to service. As well as ongoing maintenance and diagnostics when issues may arise, our mechanics can take advantage of the factory training provided with historic knowledge of similar products that they are already accustomed to. Other advantages of standardization of the fleet are the common parts inventory that can be maintained with similar trucks much like we do with our Crestline ambulance fleet. This practice of single sourcing for standardizing departments is quite common and other cities that have similar single source contracts with Smeal/Safetek are Toronto, Vaughn, Markham, Barrie, Ajax, Burlington, Richmond Hill, London, Calgary, Edmonton and Vancouver.

IMPACT

I would like to advise that currently, the build time for new trucks after the order is confirmed is over 300 days. This does not include the time it will take to spec the trucks and deal with manufacturers and complete the tender process if required. As you know the tendering process will add extra time and workload on our staff and the purchasing staff as well as prolong the process only to find that the product will be fairly priced for the market of a custom truck that will meet our specific needs and may well be the only supplier as there are no other manufacturers that build the "patented" hose bed which we are currently using.

We presently have partnerships with Smeal and Spartan for our mechanics to attend annual factory training seminars to provide authorized warranty repairs for their products in our area from our RESC service centre. As a Warranty Repair Dealer for these companies, there are some opportunities to get additional revenue as well as to get pricing consideration for purchasing of their products including parts for our own equipment.

In early meetings with the salesman from Safetek, we have determined what our needs are and have had preliminary drawings and specifications for a new pump/rescue which will include the ergonomic hose loader option as well as all the other rescue functionalities of our previous two pump/rescues. The approximate costing on this unit will be \$775,000.00 which includes the cost of equipping the truck with additional hose, nozzles and rescue equipment and some small tools.

The funding for this truck is to come from our Fire Capital Reserve account. With the addition of new pump/rescue, we would then recommend selling or trading in a 1995 reserve pumper from the fleet and move the 2000 (P1)pumper to the reserve status. The 1995(P5) "Superior" could then be deemed surplus once the new truck is in service.

STRATEGIC PLAN

This truck replacement will be included in the city's 2015- 2019 corporate strategic plan for the 2015 budget year.

RECOMMENDATION

That the report concerning the replacement of P1 be received and the recommendation that the process to purchase a pump/rescue for delivery in 2015 from Safetek Emergency Vehicles as a single source supplier in an effort to maintain standardization of Fire Services front line firefighting fleet be approved and that the costs be funded from the Fire Services Capital Equipment Reserve account.

Respectfully submitted,

Recommended for approval,

Jim St. Jules
Assistant Fire Chief-Support Services

Marcel Provenzano
Fire Chief



COUNCIL REPORT

December 15, 2014

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Robert Rushworth, Emergency Medical Services

DEPARTMENT: Fire Services

RE: Paramedic Clinical Placement Agreement

PURPOSE

The purpose of this report is to gain Council's approval to continue a partnership with the Sault Area Hospital for the purpose of training and certifying paramedics in intravenous initiation.

BACKGROUND

The current agreement with the Sault Area Hospital has expired and requires renewal in order for paramedics to attend at the hospital for clinical training. The hospital has provided this practical training experience at no cost since the intravenous skill program began. Paramedics training in the advanced skill of intravenous initiation are educated by the City's Emergency Medical Services programs. To become fully certified they require practical skill training that must be performed on actual qualifying and consenting patients.

ANALYSIS

The new agreement was developed cooperatively with the Hospital and City's legal departments based on the Hospital's standard student clinical placement / fieldwork experiences affiliation agreement. The Hospital is able to train paramedics in departments that ensure all safe and proper core techniques are performed in a controlled environment. In the hospital environment paramedics are able to quickly build their skills as multiple patients are available in short periods of time. Once certified the paramedics then continue to practice and apply these skills in their less structured work setting. The affiliation agreement with the Sault Area Hospital for clinical placement of paramedics is recommended for your approval.

IMPACT

Without this agreement paramedics will have to learn from peers over several months without the solid education and skills built through repetition and professional oversight. Without full certification, we cannot guarantee the highest level of emergency care is being provided to our citizens.

STRATEGIC PLAN

The agreement is consistent with the City's Strategic Plan under Strategic Direction 2: Delivering Excellent Services.

RECOMMENDATION

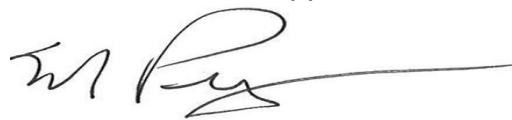
It is therefore recommended that Council take the following action: By-law 2014-238 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted



Robert Rushworth
Manager,
Emergency Medical Services

Recommended for Approval



Marcel Provenzano
Fire Chief



COUNCIL REPORT

December 15, 2014

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Matthew Caputo, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Council Honorariums One-Third Remuneration as a Tax Exemption

PURPOSE

The purpose of this report is to review the one-third tax exemption for remuneration paid to the elected members of City Council.

ATTACHMENTS

Attached as Schedule "A" is a copy of the resolution passed by City Council on June 24, 2002. Further, attached as Schedule "B" is a letter from Christine Pascall, Manager of Accounting.

BACKGROUND

On June 24, 2002, City Council passed a resolution deeming one-third of the remuneration paid to the elected members of City Council to be incidental to the discharge of their duties. This created a tax savings for some members of City Council. Pursuant to section 283(5) of the *Municipal Act, 2001*, S.O. 2001, c. 25, if City Council passed such a resolution under the previous *Municipal Act*, R.S.O. 1990, c. M.45 (now repealed), and that resolution has not been revoked the resolution becomes a by-law. Section 283(7) of the *Municipal Act, 2001* requires that City Council review the one-third tax exemption by-law at least once per term of Council.

Some municipalities do not utilize the one-third tax exemption. Generally, these are larger municipalities which include the members of City Council in their pension and disability plans and benefits. In these situations, the pension and disability plans and benefits are linked to remuneration. In Sault Ste. Marie, there is no such linkage. Accordingly, there is no advantage in repealing the by-law that allows for the one-third tax exemption.

ANALYSIS

Attached to this report is a letter from Christine Pascall, Manager of Accounting, outlining the estimated annual tax savings for continuing with the one-third tax exemption for both the Mayor and members of City Council. The estimated annual savings for the Mayor is \$8,185.00 and the estimated annual savings for each Councillor is \$2,450.00.

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 Council review the resolution passed on June 24, 2002 and allow the one-third tax exemption to stand for the current term of Council.

Respectfully submitted,



Matthew Caputo
Solicitor/Prosecutor

Recommended for approval,



Nuala Kenny
City Solicitor



Schedule "A"
CITY COUNCIL RESOLUTION

Date: June 24, 2002

Agenda Item
5(v)

MOVED BY
SECONDED BY

Councillor
Councillor

F. Manzo
J. Caicco

Whereas subsection 255(1) of the Municipal Act, R.S.O. 1990, c. M.45, as amended, provides that one-third of the remuneration paid to the elected members of councils and their local boards shall be considered as expenses incident to the discharge of their duties as members of council or local board; and

Whereas subsection 255(2) of the Municipal Act, R.S.O. 1990, c. M.45, as amended, provides that the provisions of subsection 255 (1) shall only continue to apply to members of council or its local boards after January 1, 2003 if the municipality passes a resolution before January 1, 2003 stating its intention that the provisions of subsection 255(1) shall continue to apply to elected members of council and its local board; and

Whereas the Council of the Corporation of the City of Sault Ste. Marie hereby deems it desirable to continue the provisions of subsection 255(1) of the Municipal Act beyond January 1, 2003.

Now therefore be it resolved that it is the intention of this Council that the provisions of subsection 255(1) continue to apply to the elected members of this Council and its local boards on and after January 1, 2003.

R.V. 12-1

☒ CARRIED ☐ DEFEATED ☐ AMENDED ☐ DEFERRED
☐ REFERRED ☐ OFFICIALLY READ NOT DEALT WITH

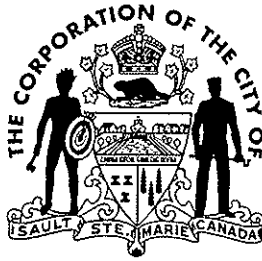
SIGNATURE

☒ C.A.O.
☒ City Solicitor
☒ Comm. Finance/Treasurer
☒ Comm. Eng. & Planning
☐ Comm. Human Resources

☐ Comm. Community Services
☐ Comm. P.W. & Transportation
☒ City Clerk
☐ Fire Chief
☐ Police Chief

☐ Mayor
☐ Dir. Libraries
☐ E.D.C.
☐ Cons. Authority
☐

Christine Pascall, CPA, CA
Manager of Accounting



Finance Department
Accounting Division

2014 12 03

MEMO TO: Nuala Kenny
City Solicitor
Legal Department

RE: Council Honorarium – One-Third Tax Free Exemption

In preparing your report to Council, I wish to provide you with the estimated income tax and CPP savings should Council decide to retain the one-third exemption. Please note that Employment Insurance premiums do not apply to elected officials.

Using the 2014 tax rates and assuming the basic personal exemption only, I have calculated the estimated tax and CPP savings that would result for the Mayor and Councillors. The calculations are based on the honorarium and car allowance amounts currently being paid to members of Council.

Estimated annual savings of continuing with the one-third exemption for honorarium and car allowance are:

Mayor	\$8,185.00
Councillors	\$2,450.00

Our current practice is to reflect the one-third exemption on the Council member's annual T4-slip. This practice will continue if Council opts to maintain the one-third tax free allowance for the 2014-2018 term.

C. Pascall, CPA, CA
Manager of Accounting
Finance Department

CP/kl

c: W. Freiburger



COUNCIL REPORT

December 15, 2014

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Matthew Caputo, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Honorarium By-law - Housekeeping

PURPOSE

The purpose of this report is to recommend that City Council repeal By-law 2011-4 which amended By-law 86-134, which has since been repealed.

BACKGROUND

On May 9, 2011, City Council passed By-law 2011-39. This by-law outlines the honorarium and benefits received by members of City Council for the City of Sault Ste. Marie. This by-law repealed By-law 86-134, which previously dealt with those issues. A further review has determined that By-law 2011-4, which amended By-law 86-134, remains in force.

ANALYSIS

With the repeal of By-law 86-134, By-law 2011-4 no longer serves a purpose and should be repealed for accuracy.

IMPACT

Not applicable.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2014-241, being a by-law to repeal By-law 2011-4, be passed in open Council this 15th day of December, 2014.

Report to Council – Honorary By-law - Housekeeping

2014 12 15

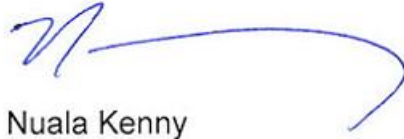
Page 2.

Respectfully submitted,



Matthew Caputo
Solicitor/Prosecutor

Recommended for approval,



Nuala Kenny
City Solicitor

MC/cf

Staff/Council Reports/2014/Honorary housekeeping dec15.14 L5.1



COUNCIL REPORT

December 15, 2014

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Matthew Caputo, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Extension of Lease Agreement Between the City and Rogers Communications Inc.

PURPOSE

The purpose of this report is to recommend that City Council approve an Extension Agreement regarding a lease between the City and Rogers Communications Inc. ("Rogers") for 363 Second Line West.

BACKGROUND

On October 20, 2009, the City and Rogers entered into a Lease Agreement to permit Rogers to install a cellular phone tower at 363 Second Line West. The Lease Agreement was for a period of five (5) years, with an option to extend the Lease Agreement for three (3) further five (5) year terms. The Lease Agreement came into force on December 1, 2009 and expired November 30, 2014.

ANALYSIS

Rogers has requested an extension of the Lease Agreement for a further period of five (5) years expiring on November 30, 2019. The Extension Agreement further sets out the rent payable during the Extended Term, namely from December 1, 2014 to November 30, 2019.

The Lease Agreement contains provisions for two further five (5) year extensions, namely from December 1, 2019 to November 30, 2024, and from December 1, 2024 to November 30, 2029. The Extension Agreement further provides the option to extend the Lease Agreement for one further five (5) year term, namely from December 1, 2029 to November 30, 2034. It also sets out the rent payable to the City during each of the Extended Terms if the option is exercised.

IMPACT

The City would receive an annual rent of Nine Thousand Two Hundred (\$9,200.00) Dollars during the Extended Term, payable in advanced monthly instalments of Seven Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$766.67), plus all applicable taxes.

If the option to extend the Lease Agreement for the Second Extension term is authorized, the City would receive an annual rent of Ten Thousand (\$10,000.00) Dollars, payable in advanced monthly instalments of Eight Hundred Thirty-Three Dollars and Thirty-Three Cents (\$833.33), plus all applicable taxes.

If the option to extend the Lease Agreement for the Third Extension term is authorized, the City would receive an annual rent of Ten Thousand Eight Hundred (\$10,800.00) Dollars, payable in advanced monthly instalments of Nine Hundred (\$900.00) Dollars, plus all applicable taxes.

If the option to extend the Lease Agreement for the Fourth Extension term is authorized, the City would receive an annual rent of Eleven Thousand Six Hundred (\$11,600.00) Dollars, payable in advanced monthly instalments of Nine Hundred Sixty-Six Dollars and Sixty-Six Cents (\$966.66), plus all applicable taxes.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Solicitor/Prosecutor dated December 15, 2014 be received as information. By-law 2014-236 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Matthew Caputo
Solicitor/Prosecutor

Recommended for approval,



Nuala Kenny
City Solicitor

MC/da



COUNCIL REPORT

December 15, 2014

TO: Mayor Christian Provenzano & Members of City Council

AUTHOR: Don Maki Chief Building Official

DEPARTMENT: Engineering and Planning Department

RE: Building Permit Fee Changes

PURPOSE

This report has been prepared to outline the proposed changes to schedule "A" of Building By-Law 2008-148 (see attached). The intent is to raise permit fees an average 1% across all construction categories, add additional fees for construction that may have started without benefit of a permit and raise the minimum permit to \$75.00.

BACKGROUND

The permit fee structure uses a service index charge to determine permit fees which is based on the total square meters of the area being constructed. The intent of the permit fee is to cover cost of our plans examination and inspection service. An open house was held November 5, 2014. At the open house, the fee structure, rationale for a fee change and the annual fee report was available for comment. No objection to the proposed fee changes was received.

ANALYSIS

Presently the Building Permit fee structure is relatively revenue neutral. In order to reflect anticipated increased expenditures for 2015 a 1% increase across all categories of building types is recommended. It was also recommended by the Legal department that we introduce a penalty fee for those who construct without the benefit of a permit. The rationale for this is that there is a significant extra cost in processing permits where work has been undertaken without the benefit of our services. Additional man hours are spent to determine compliance. It is best to have the applicant who has violated the Act, pay for the extra costs. A survey of Ontario municipalities completed by our Legal Department revealed that Sault Ste. Marie was one of the few cities without a penalty clause.

IMPACT

A 1% permit fee increase will have minimal impact on the construction community. The intent of permit fees is to cover the direct and indirect costs of our services to the public. By maintaining a balanced fee structure that best matches revenues to expenditures, we can avoid any direct costs being applied to the general tax base. This adjustment to the fee schedule will permit the Building Division to remain revenue neutral and have little to no impact on the City budget from permit inspection services.

STRATEGIC PLAN

The proposed changes will further ensure fiscal responsibility. Our goal is to have revenue generated by permit fees meet anticipated expenditures related to enforcement of the Building Code Act.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Building Official dated 2014 12 15 concerning the proposed changes to the fee Schedule "A" of By-Law 2008-148 be approved.

Respectfully submitted,



Don Maki
Chief Building Official

Recommended for approval,



Jerry Dolcetti
Commissioner
Engineering & Planning Department

Attach.

Jerry D. Dolcetti, RPP
Commissioner

Don W. Maki, CBCO
Chief Building Official



ENGINEERING & PLANNING DEPARTMENT

Building Division

Tel: (705) 759- 5410
Fax: (705) 541-7165

Building Division revision date 2014-10-07
Passed By Council on

Schedule "A"

1. Permit fee shall be based on the formula given below unless otherwise specified in the schedule (or a fixed fee will apply (ff)).

Permit fee = SI x A

Where SI = Service index for class of proposed work
A= floor area in m² of work involved.

2. A minimum fee of \$75.00 shall be charged for all work or if not described below as a Fixed Fee (FF).
3. For Building Classifications that are not described in sections 4 – 9 permit fees shall be based on the value of the proposed construction as determined by the Chief Building Official at a rate of 1% of the determined construction value.
4. Penalties for construction without a permit will be based on percentage of the equivalent permit fee. Where construction has commenced, the penalty shall be an additional 25%. Where structural framing has commenced, the penalty shall be an additional 50%, and where the project is completed the penalty will be 100%.

Building Classification

5. New Construction / Alterations and Renovations

Service Index (SI)
\$ x 1m² unless
otherwise indicated

Group A – (assembly occupancies)

School, churches – New Construction	\$18.10
Restaurants – New Construction	\$18.10
All other assembly – New Construction	\$18.10
Alterations and Renovations	\$5.00
Air supported structure	\$5.00
Commercial decks	\$2.35
Emergency lighting	\$110.00 / storey + \$2.00 / device
Fire alarms	\$110.00 / storey + \$2.00 / device
Parking garage repairs	\$3.45
Portable classrooms foundations	\$125.00 ff ea
Residing, re-roofing	\$0.60
Roof Structure	\$3.45
Sprinkler, standpipes	\$0.32
Tents - less than 225m ²	\$66.30 ff
Tents - greater than 225m ²	\$234.60 ff
Window / Door replacement	\$2.80 / opening + \$75.00 ff

Group B - (institutional occupancies)		
All types – New Construction		\$18.10
Alterations and Renovations		\$5.00
Commercial decks		\$2.30
Emergency lighting	\$110.00 / storey + \$2.00 / device	
Fire alarms	\$110.00 / storey + \$2.00 / device	
Parking garage repairs		\$3.45
Residing, re-roofing		\$0.60
Roof Structure		\$3.45
Sprinkler, standpipes		\$0.32
Window / Door replacement	\$2.80 / opening + \$75.00 ff	

Group C – (residential occupancies)

Single Dwelling (SFD, townhouse, semi, duplex) – New Construction		\$14.90
Single Dwelling Modular Units – New Construction		\$13.00
All other multiple units – New Construction		\$12.00
Hotels, motels – New Construction		\$16.00
Alterations and Renovations		\$4.00
Balcony repairs	\$64.00 ff + \$5.00 / unit	
Basement finishing		\$3.55
Basement new under existing dwelling		\$510.00 ff
Canopy, carport		\$7.40
Emergency lighting	\$110.00 / storey + \$2.00 / device	
Fire alarms	\$110.00 / storey + \$2.00 / device	
Foundation water or damp proofing and tile		\$75.00 ff
Pools, fencing residential		\$75.00 ff
Residing, re-roofing		\$75.00 ff
Decks		\$87.00 ff
Attached garage and accessory buildings		\$3.55
Detached garage		\$3.55
Shed < 25 m2		\$75.00 ff
Roof Structure		\$3.45
Sprinkler, standpipes		\$0.32
Window / Door replacement	\$2.80 / opening + \$75.00 ff	

Group D – (business & personal services occupancies)

Offices, and all others – New Construction		\$13.75
Offices and all others – shell only – New Construction		\$10.00
Interior tenant finishing – New Construction		\$3.75
Alterations and Renovations		\$4.00
Commercial decks		\$2.35
Emergency lighting	\$110.00 / storey + \$2.00 / device	
Fire alarms	\$110.00 / storey + \$2.00 / device	
Parking garage repairs		\$3.45
Residing, re-roofing		\$0.60
Roof Structure		\$3.45
Sprinkler, standpipes		\$0.32
Window / Door replacement	\$2.80 / opening + \$75.00 ff	

Group E – (mercantile occupancies)

Retail store shell, department store, supermarkets, all other Group E – New Construction	\$10.30
Interior tenant finishing	\$3.75
Alterations and Renovations	\$4.00
Commercial decks	\$2.35
Emergency lighting	\$110.00 / storey + \$2.00 / device
Fire alarms	\$110.00 / storey + \$2.00 / device
Parking garage repairs	\$3.45
Residing, re-roofing	\$0.60
Roof Structure	\$3.45
Sprinkler, standpipes	\$0.32
Window / Door replacement	\$2.80 / opening + \$75.00 ff

Group F – (industries occupancies)

Industrial building shell less than 7500 m ² – New Construction	\$8.00
Industrial building shell greater than 7500 m ² – New Construction	\$6.50
Parking garage – New Construction	\$5.15
All other F occupancies – New Construction	\$8.00
Interior tenant finishing	\$3.75
Alterations and Renovations	\$4.00
Commercial decks	\$2.35
Emergency lighting	\$110.00 / storey + \$2.00 / device
Fire alarms	\$110.00 / storey + \$2.00 / device
Farm buildings	\$3.50
Industrial Equipment Foundations	\$2.33
Parking garage repairs	\$3.45
Residing, re-roofing	\$0.60
Roof Structure	\$3.45
Sprinkler, standpipes	\$0.32
Window / Door replacement	\$2.80 / opening + \$75.00 ff

6. Demolition

Group C – Single Family Dwelling	\$75.00 ff
All others	\$150.00 ff

7. Designated Structures OBC Subsection 1.3.1.1.

Crane runway	\$565.00 ff / structure
Exterior tanks	\$565.00 ff / structure
Outdoor pool and spa	\$18.80
Wind power towers	\$565.00 ff / structure
All other structures	\$260.00 ff / structure

8. Standalone Mechanical

New ductwork or piping	\$0.32 / lineal meter
Group C residential Single Family Dwelling (unit and ductwork)	\$110.00 ff
New unit	\$110.00 / unit
Special mechanical system (exhaust hoods, solar panels etc.)	\$235.00 ff
Plumbing & drainage	\$10.80 / fixture
Sewer installation & capping (single residential unit)	\$75.00 ff
Site services (water, sewer servicing for all other buildings)	\$235.00 ff

9. Additional Charges

Occupancy permit	\$12.00 ff / unit
Conditional permit	\$125.00 ff
Change of use permit	\$240.00 ff
Permit renewal/transfer	\$122.40 ff
Moving permit	\$75.00 ff
Re-inspection	\$75.00 ff
Sign permit (as regulated by Sign By-Law 2005-166)	\$70.00 ff each
Portable signs (as regulated by Sign By-Law 2005-166)	
2 years	\$60.00 ff
30 days	\$10.00 ff
Sign renewal	\$15.00 ff
<i>Culvert as determined by Pubic Works & Transportation Dept</i>	
Curb or sidewalk depression	\$25.00 ff
Certificate of zoning conformity Single Family Dwelling	\$30.00 ff + HST
Certificate of zoning conformity Other	\$60.00 ff +HST
File Inquiry and plans inquiry	\$30.00/SFD + HST
Other	\$60.00/others + HST
Annual Fee	\$500.00/Year + HST
Removal of work order	\$105.00 ff + HST
Work order appeal	\$105.00 ff
Change of Plan	\$130.00 ff

Jerry D. Dolcetti, RPP
Commissioner

Don W. Maki, CBCO
Chief Building Official



ENGINEERING & PLANNING DEPARTMENT

Building Division

Tel: (705) 759- 5410
Fax: (705) 541-7165

2013 ANNUAL REPORT – BUILDING PERMIT FEES

Total Permit Fees (Revenues) collected for the period January 1 to December 31, 2013 under Building By-Law 2008-148 of the City of Sault Ste. Marie **\$1,063,975.80**

Cost of Delivering Services:

Direct Costs:

Direct Costs are deemed to include the costs of the Building Division of the City of Sault Ste. Marie for the processing of building permit applications, the review of building plans, conducting inspections and building related enforcement duties, less By-Law Enforcement.

Total Costs of Division	\$1,209,492.39
Less Total By-Law Enforcement Cost	- \$ 148,202.98
Total Building Enforcement Costs	<u>\$1,061,289.41</u>

Indirect Costs:

Indirect Costs are deemed to include the costs for support and overhead services to the Building Division of the City of Sault Ste. Marie being a ratio .0384.

Total Building Enforcement Costs (from Above)	\$1,061,289.41
Less By-law Enforcement Portion of Total Building Rent Paid (15% of \$100,000)	- \$ 15,000.00
Revised Total Building Enforcement Costs	\$1,046,289.41
Indirect Cost Ratio	x 0.0384
Indirect Costs	<u>\$ 40,177.51</u>

Building Division Reserve Fund Account:

Opening Balance, January 1, 2013	\$1,211,730.48
Add: Total Permit Fees (Revenues)	\$ 1,063,975.80
Less: Total Building Enforcement Costs	- \$ 1,061,202.98
Less: Indirect Costs	- \$ 40,177.51
Closing Balance, December 31, 2013	<u>\$ 1,174,239.36</u>

City of Sault Ste Marie
ENG - BUILDING INSPECTION

		2009 YTD	2010 YTD	2011 YTD	2012 YTD	2013 YTD	5 YEAR AVG	2014	2015
		Actual	Actual	Actual	Actual	Actual		Budget	BUDGET
REVENUE									
Fees and user charges:									
FEES PRINCE TOWNSHIP BUILDING	10-300-3020-5402	(\$6,000.00)	(\$6,000.00)	(\$6,500.00)	(\$7,000.00)	(\$7,000.00)	(6,500.00)	(\$7,000.00)	(\$7,000)
PERMITS BUILDING	10-300-3020-5711	(\$738,875.52)	(\$978,019.04)	(\$1,059,800.38)	(\$559,551.05)	(\$1,005,510.70)	(868,351.34)	(\$800,000.00)	(\$650,000)
PERMITS PLUMBING	10-300-3020-5712	(\$10,948.00)	(\$3,155.00)	(\$760.00)	(\$870.00)	(\$11,569.00)	(5,460.40)	(\$10,000.00)	(\$20,000)
PERMITS HEATING	10-300-3020-5713	(\$50.00)	(\$250.00)	(\$830.00)	(\$1,865.50)	(\$7,554.60)	(2,110.02)	(\$8,000.00)	(\$7,000)
PERMITS SIGN INSTALLATIONS	10-300-3020-5714	(\$7,506.00)	(\$8,360.00)	(\$8,010.00)	(\$10,851.00)	(\$10,380.00)	(9,021.40)	(\$9,000.00)	(\$9,000)
PERMITS CONFORMITY	10-300-3020-5715	(\$9,955.00)	(\$15,440.00)	(\$13,280.60)	(\$12,420.00)	(\$10,644.52)	(12,348.02)	(\$10,000.00)	(\$10,000)
PERMITS MISCELLANEOUS	10-300-3020-5716	(\$260.00)	(\$220.00)	(\$35.00)	(\$215.00)	(\$100.00)	(166.00)	\$0.00	(\$150)
PERMITS MOVING	10-300-3020-5717	(\$1,900.00)	(\$2,299.37)	(\$2,312.00)	(\$4,047.00)	(\$4,207.00)	(2,953.07)	(\$3,500.00)	(\$3,000)
PERMITS OCCUPANCY	10-300-3020-5718	(\$1,522.00)	(\$1,649.00)	(\$1,648.50)	(\$1,490.50)	(\$2,389.50)	(1,739.90)	(\$1,800.00)	(\$1,800)
PERMITS DEMOLITION	10-300-3020-5719	(\$3,000.00)	(\$3,525.00)	(\$2,396.00)	(\$4,064.00)	(\$6,465.00)	(3,890.00)	(\$4,000.00)	(\$4,000)
PERMITS CURB CUTS	10-300-3020-5720	(\$120.00)	(\$1,027.00)	(\$126.00)	(\$190.50)	(\$50.00)	(302.70)	(\$300.00)	(\$300)
PERMITS CULVERTS	10-300-3020-5721	(\$46,895.00)	(\$54,335.00)	(\$68,802.00)	(\$51,368.00)	(\$52,019.60)	(54,683.92)	(\$50,000.00)	(\$50,000)
PERMITS SEWER	10-300-3020-5740	(\$7,725.00)	(\$1,850.00)	(\$1,400.00)	(\$1,991.00)	(\$8,750.00)	(4,343.20)	(\$8,000.00)	(\$2,000)
PERMITS SEWER CONNECTIONS	10-300-3020-5741	(\$9,616.25)	(\$22,118.00)	(\$66,634.55)	(\$29,870.00)	(\$25,701.39)	(30,788.04)	(\$25,000.00)	(\$25,000)
Total Fees and user charges (5400 TO 5699...		(\$844,372.77)	(\$1,098,247.41)	(\$1,232,535.03)	(\$685,793.55)	(\$1,152,341.31)	(1,002,658.01)	(\$936,600.00)	(\$789,250)
Contribution from own funds:									
CONTRIBUTION FROM RESERVE	10-300-3020-5982	(\$12,607.90)	(\$256,197.66)	\$0.00	(\$475,290.00)	(\$37,491.12)	(156,317.34)	(\$184,100.00)	(\$393,470)
Total Contribution from own funds (5980 TO 5999)		(\$12,607.90)	(\$256,197.66)	\$0.00	(\$475,290.00)	(\$37,491.12)	(156,317.34)	(\$184,100.00)	(\$393,470)
		(\$856,980.67)	(\$1,354,445.07)	(\$1,232,535.03)	(\$1,161,083.55)	(\$1,189,832.43)	(1,158,975.35)	(\$1,120,700.00)	(\$1,182,720)
EXPENDITURES									
Salaries:									
SALARIES FULL TIME	10-300-3020-6001	\$654,088.01	\$715,869.53	\$615,870.10	\$633,408.61	\$621,862.10	648,219.67	\$676,930.00	\$662,730
SALARIES SUMMER STUDENTS	10-300-3020-6015	\$0.00	\$0.00	\$0.00	\$15,887.93	\$12,595.07	5,696.60	\$14,400.00	\$14,400
Total Salaries (6000 TO 6029)		\$654,088.01	\$715,869.53	\$615,870.10	\$649,296.54	\$634,457.17	653,916.27	\$691,330.00	\$677,130
Benefits:									
CANADA PENSION PLAN	10-300-3020-6031	\$26,911.50	\$26,959.00	\$24,738.90	\$25,991.30	\$25,205.17	25,961.17	\$26,180.00	\$26,180
EMPLOYMENT INSURANCE	10-300-3020-6032	\$12,019.51	\$11,857.95	\$11,379.91	\$12,634.48	\$12,334.80	12,045.33	\$12,390.00	\$12,390
EMPLOYER HEALTH TAX	10-300-3020-6033	\$13,442.69	\$13,905.33	\$12,306.43	\$12,571.09	\$12,461.67	12,937.44	\$13,480.00	\$13,205
OMERS	10-300-3020-6041	\$44,160.66	\$47,409.67	\$47,987.86	\$53,943.07	\$60,658.91	50,832.03	\$67,960.00	\$65,890
HEALTH CARE	10-300-3020-6042	\$25,145.22	\$25,393.16	\$19,834.47	\$21,829.06	\$22,518.27	22,944.04	\$26,325.00	\$26,325
DENTAL	10-300-3020-6043	\$12,035.61	\$12,641.88	\$10,514.88	\$10,519.49	\$11,244.14	11,391.20	\$13,750.00	\$13,745
GROUP INSURANCE	10-300-3020-6044	\$2,456.58	\$3,089.88	\$2,614.12	\$2,805.93	\$2,763.78	2,746.06	\$2,965.00	\$2,915
LONG TERM DISABILITY	10-300-3020-6045	\$6,302.37	\$7,718.55	\$6,953.15	\$5,077.28	\$7,080.89	6,626.45	\$7,650.00	\$7,655

BOOT ALLOWANCE	10-300-3020-6071	\$1,028.56	\$1,104.72	\$1,040.07	\$1,044.56	\$945.56	1,032.69	\$1,015.00	\$980
RECOVERABLE WAGES	10-300-3020-6081	(\$3,328.14)	\$0.00	\$0.00	\$0.00	\$0.00	(665.63)	\$0.00	\$0
Total Benefits	(6030 TO 6099)	\$140,174.56	\$150,080.14	\$137,369.79	\$146,416.26	\$155,213.19	145,850.79	\$171,715.00	\$169,285
TOTAL SALARIES/BENEFITS		\$794,262.57	\$865,949.67	\$753,239.89	\$795,712.80	\$789,670.36	799,767.06	\$863,045.00	\$846,415
Travel and training:									
TRAVEL	10-300-3020-6182	\$3,868.90	\$6,996.49	\$4,334.72	\$5,718.53	\$4,447.69	5,073.27	\$6,000.00	\$6,000
TRAINING	10-300-3020-6185	\$17,239.70	\$14,238.55	\$21,087.24	\$25,937.40	\$15,334.58	18,767.49	\$17,180.00	\$17,180
Total Travel and training	(6180 TO 6189)	\$21,108.60	\$21,235.04	\$25,421.96	\$31,655.93	\$19,782.27	23,840.76	\$23,180.00	\$23,180
Vehicle allowance, maintenance and repairs:									
MILEAGE	10-300-3020-6200	\$22,184.39	\$21,582.53	\$19,149.27	\$19,364.68	\$12,373.46	18,930.87	\$1,000.00	
VEHICLE MAINTENANCE	10-300-3020-6220	\$0.00	\$0.00	\$0.00	\$0.00	\$55,818.39	11,163.68	\$6,000.00	\$7,000
Total Vehicle allowance, maintenanc	(6200 TO 6229)	\$22,184.39	\$21,582.53	\$19,149.27	\$19,364.68	\$68,191.85	30,094.54	\$7,000.00	\$7,000
Utilities and Fuel:									
GASOLINE	10-300-3020-6246	\$0.00	\$0.00	\$0.00	\$0.00	\$5,049.32	1,009.86	\$16,000.00	\$10,000
Total Utilities and Fuel	(6240 TO 6259...	\$0.00	\$0.00	\$0.00	\$0.00	\$5,049.32	1,009.86	\$16,000.00	\$10,000
Materials and supplies:									
OFFICE EXPENSES	10-300-3020-6111	\$4,919.27	\$5,332.30	\$7,407.53	\$2,931.13	\$3,394.19	4,796.88	\$5,150.00	\$5,150
BOOKS AND PUBLICATIONS	10-300-3020-6150	\$1,924.63	\$1,794.81	\$1,415.29	\$1,381.26	\$4,331.34	2,169.47	\$3,000.00	\$3,000
MEMBERSHIPS & SUBSCRIPTION	10-300-3020-6170	\$2,962.00	\$6,470.01	\$7,937.33	\$5,000.55	\$4,262.28	5,326.43	\$5,800.00	\$5,800
PHOTOCOPYING	10-300-3020-6116	\$2,978.18	\$2,978.87	\$2,479.51	\$2,529.61	\$2,657.79	2,724.79	\$2,500.00	\$2,500
MISCELLANEOUS	10-300-3020-6316	\$1,619.29	\$33,868.31	\$52,310.12	\$56,957.06	\$52,054.03	39,361.76	\$44,340.00	\$44,340
TELEPHONE	10-300-3020-6480	\$14,326.67	\$13,908.83	\$11,178.30	\$11,371.95	\$12,905.86	12,738.32	\$9,750.00	\$9,750
INTERNET	10-300-3020-6482	\$1,440.00	\$1,560.00	\$1,640.00	\$1,560.00	\$1,560.00	1,552.00	\$1,320.00	\$1,320
Total Materials and supplies	(6300 TO 6399...	\$30,170.04	\$65,913.13	\$84,368.08	\$81,731.56	\$81,165.49	68,669.66	\$71,860.00	\$71,860
Rents and leases:									
RENT	10-300-3020-6700	\$0.00	\$400,000.00	\$100,000.00	\$100,000.00	\$100,000.00	140,000.00	\$100,000.00	\$100,000
Total Rents and leases	(6700 TO 6719)	\$0.00	\$400,000.00	\$100,000.00	\$100,000.00	\$100,000.00	140,000.00	\$100,000.00	\$100,000
Financial expenses:									
BANK CHARGES	10-300-3020-6720	\$695.85	\$586.05	\$503.45	\$548.87	\$546.63	576.17	\$0.00	\$500
CASH SHORT/OVER	10-300-3020-6752	\$20.00	\$144.00	(\$207.52)	\$7.90	(\$0.20)	(7.16)	\$0.00	\$0
Total Financial expenses	(6720 TO 6754)	\$715.85	\$730.05	\$295.93	\$556.77	\$546.43	569.01	\$0.00	\$500

Transfer to own funds:									
TRANSFER TO RESERVE FUND	10-300-3020-6762	\$0.00	\$0.00	\$61,778.33	\$0.00	\$0.00	12,355.67	\$0.00	\$0
Total Transfer to own funds	(6760 TO 6773...	\$0.00	\$0.00	\$61,778.33	\$0.00	\$0.00	12,355.67	\$0.00	\$0
Capital expense:									
ENGINEERING EQUIPMENT	10-300-3020-8217	\$37,305.00	\$24,078.49	\$5,088.00	\$27.03	\$1,024.93	13,504.69	\$1,500.00	\$1,500
Total Capital expense	(8000 TO 9997...	\$37,305.00	\$24,078.49	\$5,088.00	\$27.03	\$1,024.93	13,504.69	\$1,500.00	\$1,500
TOTAL OTHER EXPENSES		\$111,483.88	\$533,539.24	\$296,101.57	\$233,335.97	\$275,760.29	290,044.19	\$219,540.00	\$214,040
		\$905,746.45	\$1,399,488.91	\$1,049,341.46	\$1,029,048.77	\$1,065,430.65	1,089,811.25	\$1,082,585.00	\$1,060,455
NET (REVENUE)/EXPENDITURE		\$48,765.78	\$45,043.84	(\$183,193.57)	(\$132,034.78)	(\$124,401.78)	(69,164.10)	(\$38,115.00)	(\$122,265)

City of Sault Ste Marie
ENG - BY-LAW ENFORCEMENT

		2009 YTD	2010 YTD	2011 YTD	2012 YTD	2013 YTD		2014	2015
		Actual	Actual	Actual	Actual	Actual	5 YEAR AVG	Budget	BUDGET
REVENUE									
EXPENDITURES									
Salaries:									
SALARIES FULL TIME	10-300-3022-6001	\$0.00	\$0.00	\$92,771.77	\$90,222.78	\$101,745.84	56,948.08	\$118,105.00	\$118,290
SALARIES SUMMER STUDENTS	10-300-3022-6015	\$0.00	\$0.00	\$0.00	\$0.00	\$6,297.54	1,259.51	\$7,200.00	\$7,200
Total Salaries	(6000 TO 6029)	\$0.00	\$0.00	\$92,771.77	\$90,222.78	\$108,043.38	58,207.59	\$125,305.00	\$125,490
Benefits:									
CANADA PENSION PLAN	10-300-3022-6031	\$0.00	\$0.00	\$3,485.19	\$3,390.94	\$4,194.76	2,214.18	\$4,965.00	\$4,965
EMPLOYMENT INSURANCE	10-300-3022-6032	\$0.00	\$0.00	\$1,589.90	\$1,589.92	\$1,990.07	1,033.98	\$2,360.00	\$2,365
EMPLOYER HEALTH TAX	10-300-3022-6033	\$0.00	\$0.00	\$1,817.84	\$1,752.59	\$2,145.83	1,143.25	\$2,445.00	\$2,450
OMERS	10-300-3022-6041	\$0.00	\$0.00	\$7,429.87	\$8,162.94	\$10,899.08	5,298.38	\$11,655.00	\$11,685
HEALTH CARE	10-300-3022-6042	\$0.00	\$0.00	\$3,621.86	\$3,851.87	\$4,969.06	2,488.56	\$4,785.00	\$4,785
DENTAL	10-300-3022-6043	\$0.00	\$0.00	\$2,006.17	\$1,935.43	\$2,527.86	1,293.89	\$2,515.00	\$2,515
GROUP INSURANCE	10-300-3022-6044	\$0.00	\$0.00	\$523.39	\$569.57	\$601.41	338.87	\$630.00	\$630
LONG TERM DISABILITY	10-300-3022-6045	\$0.00	\$0.00	\$1,492.23	\$1,113.58	\$1,652.19	851.60	\$1,700.00	\$1,700
BOOT ALLOWANCE	10-300-3022-6071	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$145.00	\$0
Total Benefits	(6030 TO 6099)	\$0.00	\$0.00	\$21,966.45	\$22,366.84	\$28,980.26	14,662.71	\$31,200.00	\$31,095
TOTAL SALARIES/BENEFITS		\$0.00	\$0.00	\$114,738.22	\$112,589.62	\$137,023.64	72,870.30	\$156,505.00	\$156,585
Travel and training:									
TRAINING	10-300-3022-6185	\$0.00	\$0.00	\$1,794.58	\$839.52	\$0.00	526.82	\$1,700.00	\$1,700
Total Travel and training	(6180 TO 6189)	\$0.00	\$0.00	\$1,794.58	\$839.52	\$0.00	526.82	\$1,700.00	\$1,700
Vehicle allowance, maintenance and repairs:									
MILEAGE	10-300-3022-6200	\$0.00	\$0.00	\$3,578.07	\$3,714.08	\$2,241.04	1,906.64	\$0.00	\$0
VEHICLE MAINTENANCE	10-300-3022-6220	\$0.00	\$0.00	\$0.00	\$0.00	\$3,638.91	727.78	\$1,000.00	\$1,500
Total Vehicle allowance, maintenanc	(6200 TO 6229)	\$0.00	\$0.00	\$3,578.07	\$3,714.08	\$5,879.95	2,634.42	\$1,000.00	\$1,500
Utilities and Fuel:									
GASOLINE	10-300-3022-6246	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,300.00	\$2,300
Total Utilities and Fuel	(6240 TO 6259...	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,300.00	\$2,300

Materials and supplies:									
OFFICE EXPENSES	10-300-3022-6111	\$0.00	\$0.00	\$1,134.67	\$1,534.68	\$1,132.61	760.39	\$1,855.00	\$1,855
MEMBERSHIPS & SUBSCRIPTION	10-300-3022-6170	\$0.00	\$0.00	\$110.00	\$180.00	\$220.00	102.00	\$165.00	\$165
PHOTOCOPYING	10-300-3022-6116	\$0.00	\$0.00	\$0.00	\$2.70	\$266.06	53.75	\$875.00	\$875
MISCELLANEOUS	10-300-3022-6316	\$0.00	\$0.00	\$325.58	\$3,541.15	\$4,635.18	1,700.38	\$1,550.00	\$1,550
TELEPHONE	10-300-3022-6480	\$0.00	\$0.00	\$169.93	\$244.28	\$931.13	269.07	\$1,000.00	\$1,000
INTERNET	10-300-3022-6482	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$110.00	\$110
Total Materials and supplies		\$0.00	\$0.00	\$1,740.18	\$5,502.81	\$7,184.98	2,885.59	\$5,555.00	\$5,555
TOTAL OTHER EXPENSES		\$0.00	\$0.00	\$7,112.83	\$10,056.41	\$13,064.93	6,046.83	\$10,555.00	\$11,055
		\$0.00	\$0.00	\$121,851.05	\$122,646.03	\$150,088.57	78,917.13	\$167,060.00	\$167,640
NET (REVENUE)/EXPENDITURE		\$0.00	\$0.00	\$121,851.05	\$122,646.03	\$150,088.57	78,917.13	\$167,060.00	\$167,640



COUNCIL REPORT

December 15, 2014

TO: Mayor Christian Provenzano & Members of City Council

AUTHOR: Don Maki Chief Building Official

DEPARTMENT: Engineering and Planning Department

RE: By-Law Administration Fees

PURPOSE

This report has been prepared to outline the need for an administration fee for all work requisitions where the City has initiated the work. The administration fee will be added to the fee by-law as a percentage amount of the overall cost of the work that was undertaken.

BACKGROUND

Over the last few years the City has become much more aggressive in enforcement of the Minimum Standards and Yard By-laws. At our request, we had the Legal Department look into the legality of adding an administrative cost to these types of actions. It was determined that the Municipal Act allows a municipality to charge administrative fees as long as they are reasonable costs. The Yard By-Law was re-written in 2010 and a clause that refers to such a fee was added at that time.

ANALYSIS

Since 2009 the City has become more aggressive in yard by-law enforcement actions. We have on average, conducted a least 1600 inspections related to property complaints annually. Of these complaints, 360 are enforceable under the Yard By-law. These complaints have resulted in the average of 70 yard clean-ups per year over the past 5 years. This has resulted in an average clean-up cost of \$15,000 added to the taxes for these properties. These actions involve a significant cost to the municipality in enforcement. The overall annual enforcement budget is \$125,000 (including staff wages). On average we spend 3.25 hours per action when we conduct a yard clean-up. This results in a cost of approximately \$222.00 per action. Some of these actions have been repeat offenders as well. If we charge an administration fee of 15% clean-up costs, we would be able to recover \$2,250.00. This amount would be applied directly to the taxes of the offending property owner and would be

recovered through payment of taxes. An added few not only would allow the municipality to recover some of the cost, the additional fee would serve as a deterrent to those repeat offenders.

IMPACT

There would be no need to change the Yard By-Law as a reference to a charge is already contained in the by-law. There would be a positive impact of the overall City budget as any administrative fee collected would be applied to the enforcement budget to help offset costs.

STRATEGIC PLAN

The proposed changes will further ensure fiscal responsibility of the corporation.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Building Official dated 2014 12 15 be received and that the addition of a By-Law Administration fee of 15% of the overall cost of the enforcement action, be approved. The fee charge will appear as an addition to the City's Fees By-Law to appear before Council at a future date.

Respectfully submitted,

Recommended for approval,



Don Maki
Chief Building Official



Jerry Dolcetti
Commissioner of Engineering & Planning



COUNCIL REPORT

December 15, 2014

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Susan Hamilton Beach, P. Eng.

DEPARTMENT: Public Works and Transportation Department

RE: Queen Street East – Center Turn Lane

PURPOSE

The purpose of this report is to implement a designated turn lane on Queen Street East due to the new three lane configuration.

BACKGROUND

The recent addition of a center turn lane on Queen Street East has brought about the need for a designated turn lane.

ANALYSIS

For increased safety the designated turn lane needs to be implemented for Queen Street East from Church Street to 200m east of Gravelle Street. Traffic Bylaw 77-200 needs to be revised to include the following:

Schedule X Section 25a – Designate Turn Lanes

Add:

HIGHWAY	BETWEEN	LANE	DIRECTION	TIME OR DAYS
Queen Street East	Church Street and 200m east of Gravelle Street	Center turn lane	East and west bound	anytime

IMPACT

No additional budgetary impact as the cost associated with the installation of the signage for the designated turn lane will be included with the Queen Street East road reconstruction project.

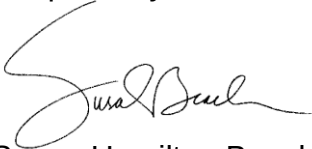
STRATEGIC PLAN

The recommendations of this request are linked to several activities listed in the Corporate Strategic Plan including the road reconstruction of Queen Street East from Pim Street to Gravelle Street and the addition/construction of the hub trail/bike lanes in the area.

RECOMMENDATION

Resolved that the report of the Deputy Commissioner concerning the designated turn lane amendments to Traffic Bylaw 77-200 be accepted and furthermore that Council approve the by-law amendment found elsewhere on Council's agenda.

Respectfully submitted,



Susan Hamilton Beach, P. Eng.
Deputy Commissioner

Recommended for approval,



Larry Girardi
Commissioner



COUNCIL REPORT

December 15, 2014

TO: Mayor Christian Provenzano and
Members of City Council

AUTHOR: Susan Hamilton Beach, P. Eng. Deputy Commissioner

DEPARTMENT: Public Works and Transportation Department

RE: Shatruck Drive and Sunnyside Beach Road Intersection –
Request for Stop Sign

PURPOSE

The purpose of this report is to respond to neighbourhood concerns regarding the change of a yield sign at Shatruck Drive and Sunnyside Beach Road to a stop sign.

BACKGROUND

Shatruck Drive and Sunnyside Beach Road are both approximately 7m wide rural roads. Shatruck Drive south bound is currently controlled by a yield sign. Recent development along the westerly leg of Sunnyside Beach has changed the traffic pattern and has resulted in concerns.

ANALYSIS

The Ontario Traffic Manual recommends upgrading from a yield sign to a Stop sign when you experience 3 collisions per year for a 3 year period. Currently at this location our records show there has been 1 collision at this location in the last three years. We have not received the police report to-date for an additional collision recently observed, but are told by the residents that there have been many unreported accidents, as well as many near misses.

Collisions at intersections will occur. This is a “T” intersection. The yield control at the Shatruck Drive and Sunnyside Beach Road has shown to be effective to safely assign the right-of-way at intersections. Given the guidelines for the usage of Yield signs and the randomness of reported collisions, the Traffic Division supports the continued usage of a yield sign at the intersection of Shatruck Drive and Sunnyside Beach Road. The neighbours, however, believe that the

intersection will be safer with a stop sign, given the number of reported, unreported and near-miss accidents.

IMPACT

The recommendation of this report has no additional budgetary impact.

STRATEGIC PLAN

The recommendations of this request are not linked to any activity of the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy Commissioner regarding the change of the yield sign to a stop sign at the intersection of Shatruck Drive and Sunnyside Beach Road be accepted as information only.

Respectfully submitted,

Recommended for approval,



Susan Hamilton Beach, P. Eng.
Deputy Commissioner



Larry Girardi
Commissioner



COUNCIL REPORT

December 15, 2014

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Tonazzo, MCIP, RPP, Planner

DEPARTMENT: Engineering and Planning Department

RE: A-20-14-Z – 163 Second Line West

PURPOSE

The applicant wishes to rezone the subject property to permit a basement apartment.

PROPOSED CHANGE

The applicant, Tyler Vernelli is requesting a rezoning from “R2” (Single Detached Residential Zone) to “R2.S” (Single Detached Residential Zone with a Special Exception) to permit a duplex dwelling, in addition to the uses permitted in an “R2” Zone. Furthermore, that two (2) required parking spaces may be located within the required front yard.

Subject Property:

- Location – The subject property is located on the south side of Second Line West, approximately 88m (289') west of its intersection with Moody Street, civic no. 163 Second Line West
- Approximate Size – 21m (69') frontage x 43m (140') depth totalling 895m² (9639ft²).
- Present Use – Single Detached Residential
- Owner – Tyler Vernelli

BACKGROUND

There are no previous applications.

ANALYSIS

Conformity with the Official Plan

The subject property is designated 'Residential' on Land Use Schedule 'C' of the Official Plan. In addition, the following Residential policies support the applicant's request:

'R.3' Medium density residential dwellings may be integrated into low density areas subject to a rezoning.

'R.4' Small scale intensification may be permitted in all residential areas unless adequate supporting infrastructure is not available or significant physical constraints exist.

The Official Plan also notes that 'small scale intensification' includes among other things, apartments in houses, which is consistent with what the applicant is proposing in this instance.

The applicant's proposal to create an additional dwelling unit within the basement of the existing home is supported by the Residential Policies contained within the Official Plan. Adequate supporting infrastructure exists to service the additional unit, and there are no significant physical constraints upon the subject property.

Comments

The applicant is seeking Council's approval to rezone the subject property to permit a second dwelling unit within the basement of the existing single detached residential dwelling. The applicant also requires approvals to allow two (2) of the required parking spaces to be located in a required front yard, and to allow two (2) of the three (3) required parking spaces to be 'stacked'.

Given that on-street parking is not available along this portion of Second Line, the ability to provide adequate on-site parking is critical. The required parking for a 'duplex' is three (3) spaces, which can easily be provided within the existing driveway and garage, even though two (2) of those spaces will be stacked. Experience has shown that occupants will work together to ensure that vehicles are stacked according to their daily schedules.

Other off-site impacts such as noise or increased traffic will be negligible to the surrounding neighbourhood, in part, due to the high volumes of traffic traveling along this portion of Second Line. From an aesthetic standpoint, the applicant has indicated that renovations will be to the interior of the dwelling only. Consequently, from the exterior, the dwelling will continue to look like a single detached home.

The character of the surrounding area is mixed. The south side of Second Line, Farwell Terrace and Moody Street is a block of homes zoned single detached residential. Across the street is a block of residential properties zoned 'R2', 'R3' and 'R4'. Further east Moody Street and west of Farwell Terrace are blocks of commercially zoned lands. The dominant feature of the area is busy Second Line West, which accommodates approximately 23,500 vehicles per day.

Consultation

The following departments/agencies commented on the application as part of the consultation process:

- See attached letters – Building Division, Fire Services
- No objections/comments – Municipal Heritage Committee, PWT, PUC Services, EDC, Conservation Authority

Building Division notes that this application is the result of a complaint that the building was being renovated to create an additional dwelling unit, without a proper permit. It is also noted that a change of use permit will be required if this application is approved.

Fire Services notes that if this application is approved, the property may be subject to the provisions under the Ontario Fire Code Subsection 9.8 Retrofit.

Both Building Division and Fire Services comments speak to Building Code compliance. Such requirements are separate from the rezoning process. If Council chooses to approve this application, code compliance must be achieved prior to occupancy of the second dwelling unit.

Up to the drafting of this report staff has received one inquiry from a nearby homeowner who was circulated as part of the public notice of this application. The neighbour did not object to the proposal, but wished to know if the entire front yard would be turned into a parking area. The applicant has indicated that there will be no alterations to the exterior of the home. Furthermore, adequate on-site parking can be accommodated within the existing driveway and attached garage.

IMPACT

Approval of this application will not impact the municipal budget or finances.

STRATEGIC PLAN

Approval of this application is not linked to any policies contained within the Corporate Strategic Plan.

SUMMARY

This proposal represents an appropriate residential intensification/infill opportunity. The property is large enough to support the intended use, with

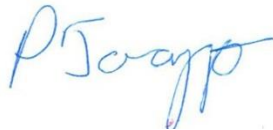
adequate space for on-site parking and outdoor amenity areas. Furthermore, the existing 'double' driveway will not need to be altered in order to accommodate the additional parking requirements, thereby maintaining the existing character of this well-kept single detached dwelling.

RECOMMENDATION

Resolved that the report of the Planner, dated 2014 12 15 concerning rezoning application A-20-14-Z be received as information and that Council approve the application by rezoning the subject property from "R2" (Single Detached Residential Zone) to "R2.S" (Single Detached Residential Zone with a Special Exception to permit a duplex dwelling, in addition to the uses permitted in an "R2" zone, subject to the following special provisions:

1. That two (2) of the required parking spaces may be located within a required front yard.
2. That two (2) of the three (3) required parking spaces may be stacked.

Respectfully submitted,



Peter Tonazzo, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,

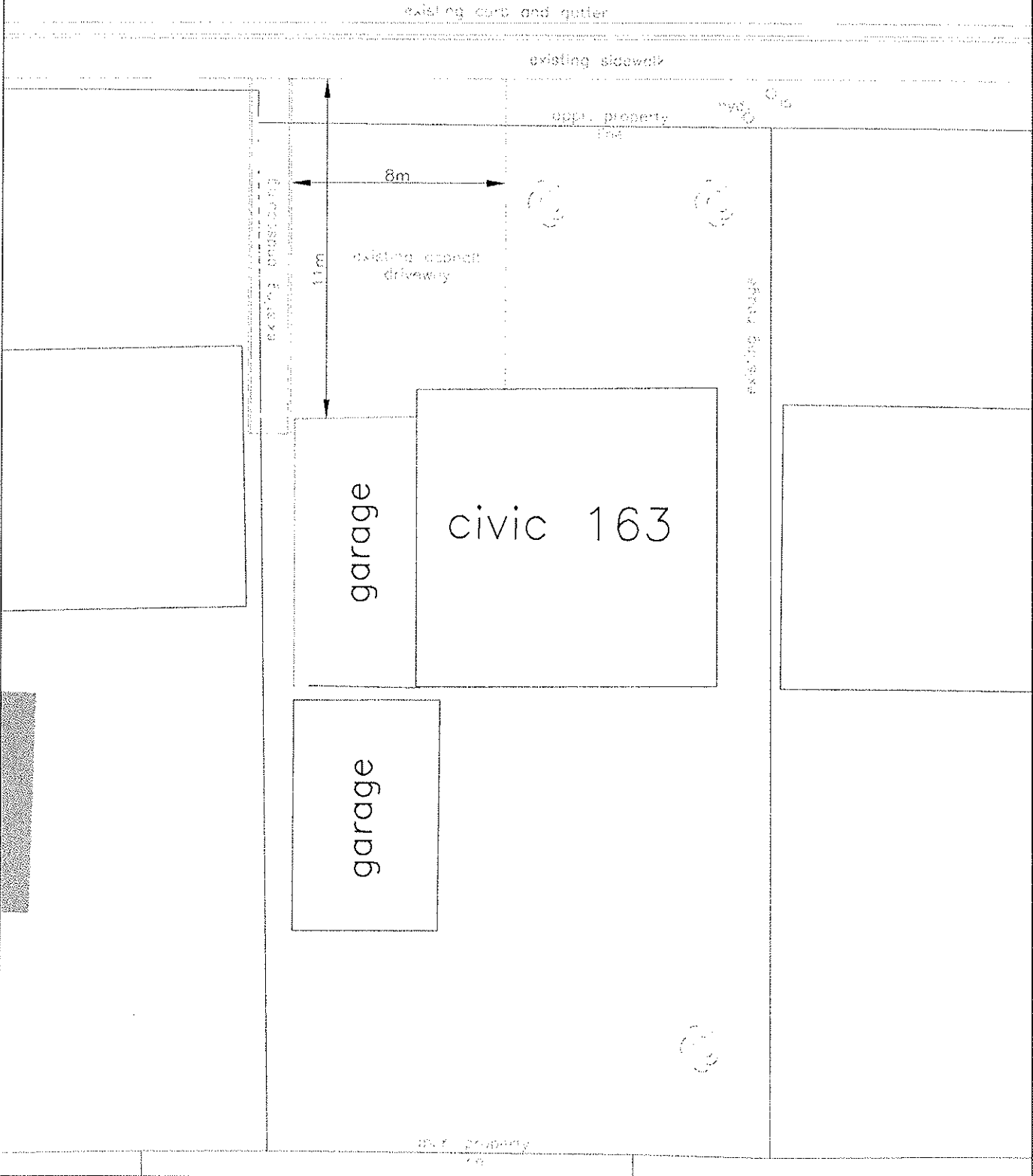


Jerry Dolcetti, RPP
Commissioner of Planning & Engineering

PT:ps

Attachment(s)

SECOND LINE



Civic Address 163 SECOND LINE

Pat Schinners

From: Don Maki
Sent: Tuesday, November 18, 2014 2:27 PM
To: Don McConnell; Pat Schinners
Cc: Michael Allard
Subject: Rezoning application A-20-14-Z 163 Second Line West

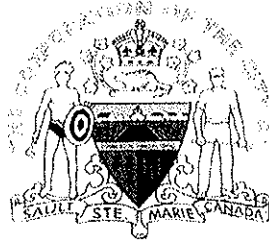
Hi Don

We have issued a permit to the owner to renovate the basement to not create second dwelling unit. We had received a tip in July that the building was been renovated without a permit to create a duplex. The inspector attended the site and the owner subsequently obtained a permit to renovate the basement and not create an apartment. The owner will now need a change of use permit to create a dwelling unit if this zoning is passed. The owner will be advised to suspend work until such application is heard.

Don

Fire Chief - Marcel Provenzano
Deputy Fire Chief - Frank Brescacin

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



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

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

November 26, 2014

MEMORANDUM

TO: Donald B. McConnell, MCIP, RPP
Planning Director

RE: Application No. A-20-14-Z
Civic No. 163 Second Line West

Please be advised that this property may be subject to the provisions under Ontario Fire Code Subsection 9.8 Retrofit.

If you have any further questions or concerns, please contact me at 705-949-3377 extension #233.

Regards,

Paul Milosevich - Assistant Fire Chief - Fire Prevention
Sault Ste. Marie Fire Services

PM/ks



2012 ORTHO PHOTO
163 SECOND LINE WEST
Planning Application: A-20-14-Z



METRIC SCALE
1 : 2400

ROLL NUMBER
050-010-093-00

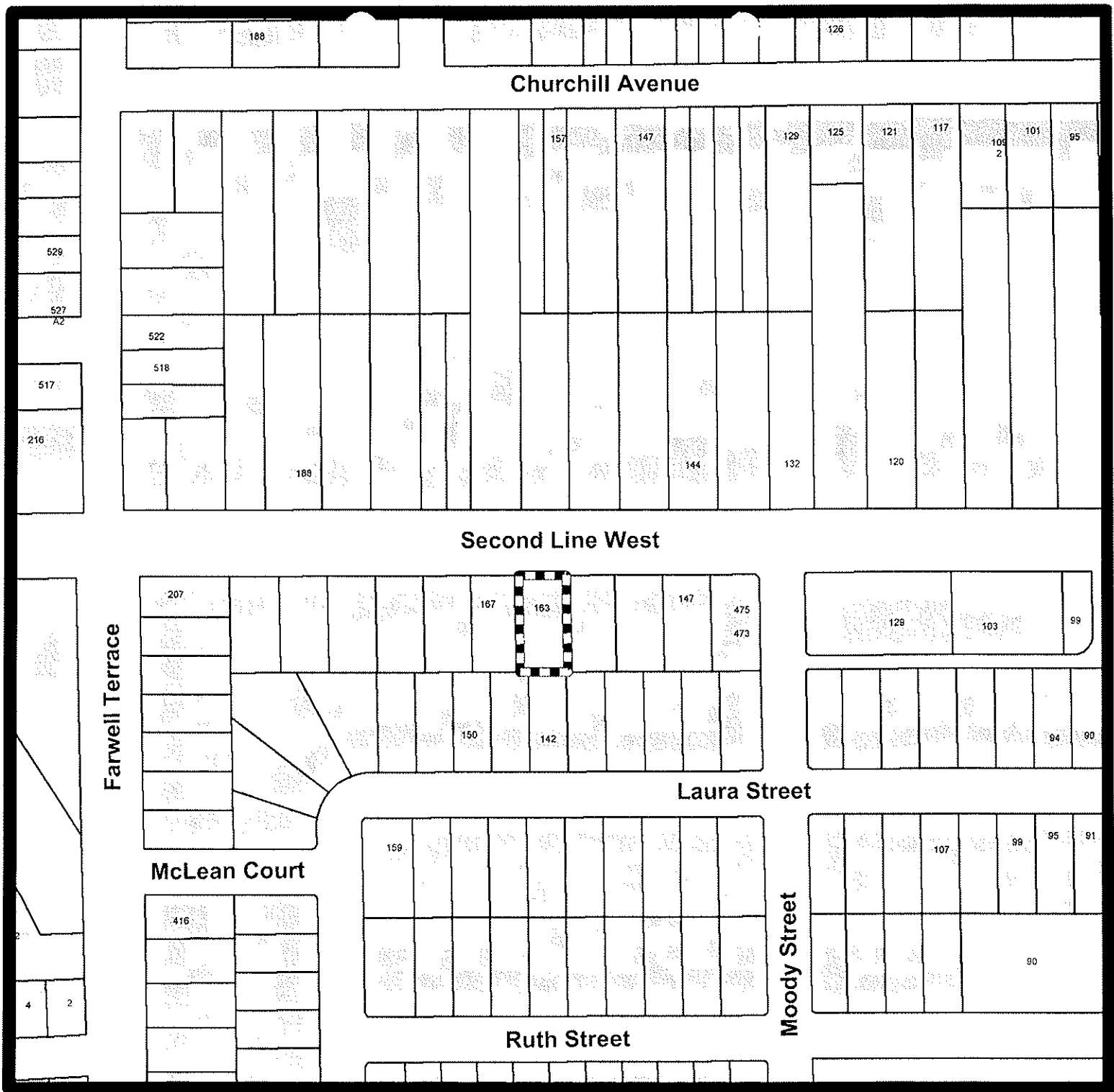
MAIL LABEL
A-20-14-Z

MAP NUMBERS
56 & 1-72

Legend



Subject Property = 163 2nd Line W



SUBJECT PROPERTY MAP

163 SECOND LINE WEST

Planning Application: A-20-14-Z



METRIC SCALE
1 : 2400

ROLL NUMBER
050-010-093-00

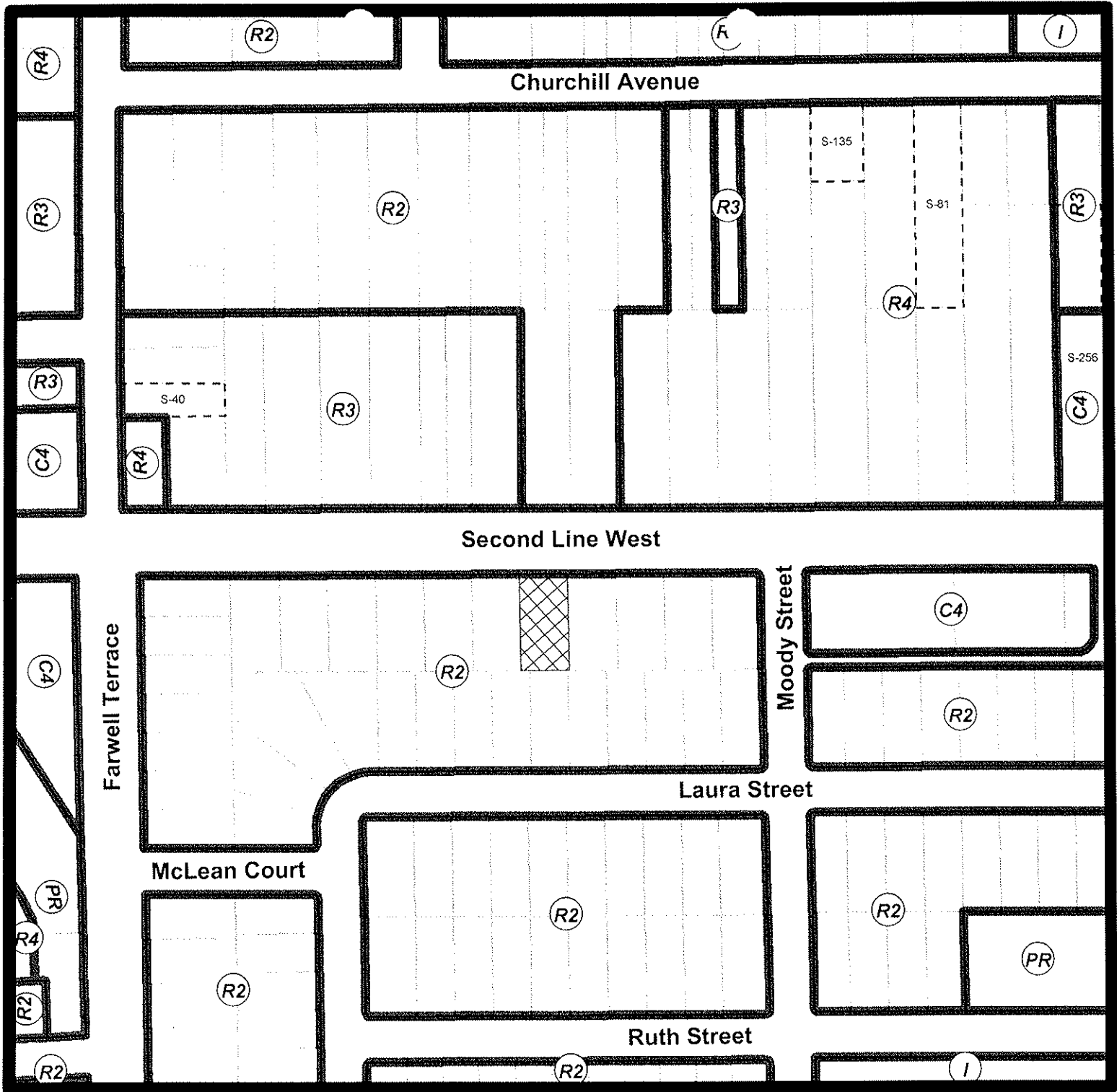
MAIL LABEL
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MAP NUMBERS
56 & 1-72

Legend



Subject Property = 163 Second Line West Page 198 of 397



EXISTING ZONING MAP

163 SECOND LINE WEST

Planning Application: A-20-14-Z

Legend

-  Subject Property = 163 Second Line West
-  R2 - Single Detached Residential Zone; R2hpc
-  R3 - Low Density Residential Zone
-  R4 - Medium Density Residential Zone

-  C4 - General Commercial Zone
-  I - Institutional Zone
-  PR - Parks and Recreation Zone
-  S-# - Special Exception Zoning



METRIC SCALE
1 : 2400

ROLL NUMBER
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Peter Tonazzo

To: Vanessa
Subject: RE: 163 Second Line W

-----Original Message-----

From: Vanessa [REDACTED]
Sent: Wednesday, December 10, 2014 4:40 PM
To: Peter Tonazzo
Cc: Vanessa
Subject: Re: 163 Second Line W

Hello Peter Tonazzo:

I am writing this letter in response to our conversations on December 10th 2014.

Re-guarding the property on 163 Second Line W's application for a zoning change from "R2" to "R2.S".

I have some concerns that have arose and they are listed below:

- 1) This week I have witnessed four 1/2 Ton trucks parked in the driveway.
There were 3 parked north to south(side by side) and one east to west on the North end parallel to the sidewalk.

To do this one truck was on the plowed portion of the grass.

Parking on this property is allowed at 2 vehicles (outside) and if one is expecting other company there should be other arrangements made to keep the vehicle clutter neat and reasonable.

- 2) The plowing of the main driveway onto the lawn, over to the neighbors property line on the east side leads to exposure for the frost to descend into the ground causing severe heaving and a high potential for the main water line to break.

Driving or parking on the lawn will affect the frost penetration.

This could result in an issue for the residents of Second line and could result in the pavement/sidewalk being dug up for repairs.

I am sure no one wants another patched piece of road or the extra bumps to deal with.

- 3) I am not sure if this property is 100 % rental or not but policing vehicles and where they are parking should not be up to the neighbors.

I am hoping that the tenant rules will be quite explicit in all areas of the property rules and signed copies in the hands of the landlord.

This would allow for better enforcement of the rules without the lengthy delay of court with the Landlord and Tenants Board.

4) Entrance to driveway.

My next concern is where the driveway pavement ends and the parking of the vehicles will end on a regular basis. I am not sure where or how the vehicles will be moved into the driveway and out onto the road.

Will there be curb hopping to accommodate the 3 wide spacing?

There is a spacing issue on the table and so far I have not seen the proper spacing necessary to allow 3 wide parking.

6) I think the final passing of this by-law should be past on until spring to allow for more time to debate.

The snow and exposure of the pavement to be clear for another look.

When all is clear I would really like to see how the three trucks/cars are going to exit/enter the driveway when the most easterly vehicle has to move around the others that are parked to its immediate west.

Please enter these into the discussions into the zoning by law change process.

Sincerely Vanessa Lefebvre

184 2nd L W

To : Peter Tonazzo

Subject : Re-zoning of 163 Second Line W

Re: Concerns in regards to the Residence at 163 Second Line W.

I would first like to express my desire to be compliant with all existing regulations concerning the aforementioned property, and wish to also foster good relations with all nearby neighbours. I will gladly address all of the stated concerns, as well as offer an ongoing line of communication to address any concern which may arise in the future. While I do have plans of re-zoning my property, I do not wish to cause any alarm or disturbances with my neighbours.

Below I have set out replies to said concerns in a logical order for explanation of the events.

1) Plowing of the main driveway onto the lawn.

Being the first year I have owned the property and with what seemed to be the beginning of a heavy winter, the plow truck which was clearing the driveway attempted to push snow as far in as possible to aid with clearing the driveway and prevent excessive snow banks along the edges of the driveway and aid visibility of the tenants backing out of the driveway. It should be noted that there are many other properties along this road that do the same. With the weather altering, the plow has ceased to be pushing snow over the lawn into the area of concern.

2) Four ½ Tons parked on Property

The presence of four vehicles on the driveway is an occurrence that was not promoted or condoned. Pylons have also been put in place to ensure compliance. Strict warnings have been given to ensure that no vehicles are parked perpendicular to the driveway or to impede the sidewalks in any manner. Each of the three tenants have been reminded of the existing contract which permits the use of one parking spot to ensure this does not happen, and warned that doing so will put their tenancy in jeopardy. I take this very seriously and do not wish to cause any problems with the matter.

3) Policing of Parking by neighbours

I am in total agreement on this point. This precisely why I have discussed this with my tenants and have also given them strict warning that action will be taken. I have informed them that I will have vehicles removed from site that impede the sidewalk in any manner. My contact information will be provided in the unlikely event that there is another breach of their tenant contract, or any concern over parking matters.

4) Entrance to driveway

This is a concern that I can ensure you has been considered and examined prior to the purchase of the property. It can be easily verified at this time that there is sufficient space for these three vehicles to park and safely and responsibly exit and enter the driveway without going over the curbed areas. Stakes will be driven into the ends of the property to help verify this both for you and my tenants. That being said, it should be these measures are not a necessity, but to ensure no problems arise, I will be happy to take such actions and any others recommended to me.

I can assure you that although some of these are concerns are valid, they have been, and will be addressed in an appropriate manner. No law or regulations have been broken to my knowledge, and I will continue to operate in a manner that is respectful to both the city and my neighbours.

Tyler Vernelli

(705) 941-8027

EDF Requests & Recommendations



Sault Ste. Marie Economic Development Corporation

December 15, 2014

Page 203 of 397



Sault Ste. Marie
**ECONOMIC
DEVELOPMENT
CORPORATION**

EDF Projects

SSM Sustainable Growth & Development Stewardship Strategy 2020-2025:

- EDF Request/Recommendation: \$50,000 (Phase 1)
- Total Project Budget: \$300,000 (all Phases)

Canal District Implementation:

- EDF Request/Recommendation: \$60,000
- Total Project Budget: \$175,000

Lottery and Gaming Phase II

- EDF Request/Recommendation: \$100,000
- Total Project Budget: \$300,000



Sustainable Growth Stewardship Strategy

Focus:

- Reducing human, social and community costs and impediments that limit community and economic growth and development
- Improving the health, education and welfare of its citizens to be a more global competitive community
- Substantially increasing employment and population growth to mitigate workforce, occupational and demographic challenges
- Enhancing global competitiveness investment in the community
- Employing a step change in approach to the growth development and sustainability issues facing the community.



Canal District Initiatives



Canal District



Lottery & Gaming – Phase 2



SSM Sustainable Growth and Development Stewardship Strategy 2020-2025

Applicant Information

Legal Name of Business/Organization

Sault Ste. Marie Economic Development Corporation
99 Foster Drive, Third Level
Sault Ste. Marie, ON
P6A 5X6

Names of Officers, Directors & Principals

Don Mitchell	President
Robert Reid	Vice President
Greg Punch	Past President
Lori Naccarato-Sarlo	Treasurer
Donna Hilsinger	Secretary
Christiane Husemann	
Albert Giommi	
Geoff Meakin	
Michael Moore	
Gregory A. Peres	
Terry Rainone	
Brian Robertson	
Kevin Wyer	
City Council Member <i>(to be appointed)</i>	
Mayor Christian, Provenzano <i>Ex Officio</i>	

History of Organization

The Sault Ste. Marie Economic Development Corporation (SSMEDC) was incorporated as an independent, not for share capital (non-profit) legal entity in 1986. This incorporation marked an evolution of the previous Economic Development Commission and allowed for a not for profit organization to engage in economic development activities with primary financial support from the City of Sault Ste. Marie as well as federal, provincial, and private partners. 2014 marked the 27th anniversary of the SSMEDC, which has evolved and grown in its leadership role in community economic development initiatives. The Corporation's status as a not-for-profit corporation, arms-length from the City, enables it to undertake economic development activities and initiatives that might not otherwise be possible through the City of Sault Ste.

Marie. Collaboration and cooperation with City Council and staff continues to be critical to SSMEDC's progress and success.

Organization Mandate

The mandate of the Sault Ste. Marie Economic Development Corporation is to be the City's lead agency on economic development; providing strategic advice, policy and implementation of projects pertaining to economic development (which is inclusive of tourism); economic development fund recommendations and nurturing private sector relations.

Mission Statement

SSMEDC's mission statement is to support the sustainable growth and the further development of a diversified community economy through activities and undertakings that facilitate:

- the creation and retention of wealth in the community;
- increase productivity and global competitiveness;
- investment and trade; and,
- the marketing and promotion of local business development and tourism,

thereby achieving the Corporate vision.

SSMEDC Vision 2020

"Our community, City Council and other partners recognize and value the Corporation as their source for leadership and support in shaping and creating a competitive, sustainable and thriving economy for Sault Ste. Marie."

Key Contact for Initiative:

Tom Dodds
Chief Executive Officer
(705) 759-5436
t.dodds@ssmedc.ca

Contributing Partners

The Sault Ste. Marie Economic Development Corporation will serve as the facilitator and project manager for this initiative. It will be accountable for enabling the design and development of this strategic planning process for this undertaking in consultation and advice from leadership of those organizations identified as key community stakeholders, which will include the **leading educational, health, social services, business and industrial organizations** in the community, **Destiny Steering Committee**, including the **City** as well as Ontario and Canada.

In addition to the EDF monies being requested in this application, SSMEDC will be seeking financial contributions from the Northern Ontario Heritage Fund Corporation (NOHFC) and FedNor to develop and implement the Strategy.

References

N/A

ECONOMIC DEVELOPMENT FUND (EDF) – CRITERIA

Project Information - Summary

The Sault Ste. Marie Economic Development Corporation is seeking \$50,000 from the Economic Development Fund to undertake the first stage in the development of a strategic planning process that will be designed to specifically target critical issues affecting the community's growth, development and sustainability. These funds will be used to undertake a number of activities including:

- A **consultation process** with identified, leading key community stakeholders including public/private organizations, institutions and businesses in the community;
- A **comprehensive environmental scan** of the growth, development and sustainability issues and opportunities in the community in all relevant fields;
- a **planning document** including a terms of reference, critical path/timetable, and planning framework for the development and proposed implementation of this strategy.

While the results of this effort will be predicated on the input received from the key community stakeholders noted including the City, the goal and expected outcome of this undertaking is a set of recommendations, proposed course of action and report to Council and stakeholders that will guide the development of a sustainable community growth and development stewardship strategy for 2020 -2025. This includes:

- an **action plan** to address and overcome the community's limits to growth, development and sustainability.
- **sustainable growth and development goals, objectives and targets** such as those noted below; and,
- incorporates a **continuum of activities, commitments and undertakings** are required by all key stakeholders in the City to fully realize the success of this community growth and development strategy.

Addressing Economic Development Fund Criteria

From an Economic Development Fund criteria perspective, the high-level targets relevant to EDF criteria would be dependent on the outcome of this project and likely inter relate with a number of other community growth and development objectives. This notwithstanding some of the overarching targets and goals would be focused on achieving the following by 2020:

- **increasing the population by at least an additional 5000 persons , increasing employment by an additional 2500 persons, and increasing the labor force by at least an additional 2700 persons;**
- **increasing tax assessment to at least an additional by TBD**
- **increasing the Community's Gross Domestic Product (GDP)* to an \$3.1+ billion annually up from \$2.785 billion in 2013**

** Gross Domestic Product (GDP) is the market value of all final user goods and services produced domestically during a time period (a year) and. GDP is a measure of production – it is designed to measure the output of goods and services produced in an economy.*

The goal for Stage I of the SSM Sustainable Growth and Development Stewardship Strategy is to consult and engage key community stakeholder leadership, develop a structured, organized and collaborative approach for the development of this sustainable growth and development's stewardship strategy and submit the proposed approach to City Council and each identified key community stakeholder organization in early 2015 for their consideration and support.

The objective would be an endorsement and mandate from Council to proceed with developing strategy and reporting back to it and the identified key community stakeholder organizations with recommendations and action plan. This proposed approach will include the establishment of an appropriate community entity (not the SSMEDC) to undertake the development strategy.

Project Background

Since the last restructuring of Algoma Steel at the beginning of the in 2001, Sault Ste. Marie has increasingly focused community efforts on enhancing its economic development capacity. Initiatives such as: the establishment of Destiny Sault Ste. Marie, the Innovation Centre, City Economic Development Fund, Algoma Workforce Investment Corporation and a more robust Sault Ste. Marie Economic Development Corporation are a few examples of these efforts. Similarly, major capital projects such as a Call Centre, Essar Centre, the growth and development of the post-secondary institutions in the community, refurbished Agawa Canyon tour train and the New Bridge Plaza have helped support and sustain the community.

These focused efforts, along with significant private sector investments in energy, manufacturing and related commercial activity, have resulted in a more stable economy that has seen modest growth in population and more recently projected growth in the City's gross domestic product (GDP). This has occurred during an economic environment that included an international recession, which could have had a more severe impact on the economy, had it not

been for the city's diversification efforts to date. This increased stability and modest growth is not an insignificant achievement given these circumstances.

However, this increased growth and development focus in the community has been primarily driven by a limited number of not-for-profit corporations have focused on employment, economic development and innovation and significantly supported by the City.

More recently, efforts by the same organizations have successfully focused on transportation infrastructure, renewable energy, lottery and gaming sector, business retention and expansion and downtown redevelopment. All of these initiatives are important contributors to the economic development of the community but only represent a portion of the economic development potential the community has to offer.

Sault Ste. Marie Economic Development Corporation population projections indicate that the modest growth the City has seen since 2001 will not enable its population to return to levels seen in the 1980s and 1990s for at least 15 to 20 years. Unless significant change occurs the City will continue to have a GDP and population growth well below the provincial averages. This will place a continued burden on the health and welfare of every citizen in the community. A study currently being prepared by Destiny Sault Ste. Marie will provide further detail and evidence of a relatively flat growth and development in the community.

Considerations:

The proposed growth and development strategy is not being recommended simply for the purposes of becoming a bigger community because is seen as better. The purpose of the growth and development strategy is to enable the community to reach a sustainable level where provide acceptable standard and quality of life for all. This is not only economic, but social, human, and culturally sustainable.

- **Global Competitiveness**

Sault Ste. Marie continues to compete in an increasingly global economy. Both as a community and as a location for a number of businesses and industries, the community needs to view its future from an international economic development perspective. As such, it must make choices on its strategic economic direction and focused based on its assets and attributes that provide the city and area a greater level of competitiveness that other communities internationally.

This requires a commitment to develop its existing and potential attributes and assets, such as steel manufacturing and a deep water port. It also requires the community overall to ensure that it is providing competitive goods and services both locally and internationally. This

includes for example: education, healthcare, social services, utilities, municipal services, industrial services, energy, real estate including serviced industrial/commercial lands and buildings, retail and wholesale goods.

- **A Healthy Sustainable Community**

A healthy sustainable community is one where people come together to make their community better for everyone through collaboration, community ownership, inclusive approaches and long term, positive commitment. For example these communities:

- provide affordable, appropriate, accessible housing;
- adjust the physical environment for inclusiveness and accessibility;
- ensure adequate access to key health and related social services;
- ensure accessible, affordable, reliable and safe transport; and,
- provide work, volunteer and education opportunities.

These are communities whose citizens and organizations come together to effectively address, mitigate and reduce those elements of the community that represent negative social and human costs in order to improve the welfare, economy, environment and liveability of the community. A healthy, sustainable community is good for its people, good for business and and it is a positive environment for society overall.

A healthy sustainable community is planned, built, modified and managed to promote and accommodate sustainable living. These communities focus on environmental and economic sustainability, urban infrastructure, social equity, and municipal government. Their fundamental focus is to improve the physical, social, human and economic fabric of the community. It is this type of engaged and empowered community that will be sustainable and competitive over the long term.

Such a community needs to define itself with a series of principles, goals, priorities and initiatives that will develop and demonstrate that it is a healthy sustainable community where everyone wants to live, work and play. Sault Ste. Marie's challenge is making this a more significant reality.

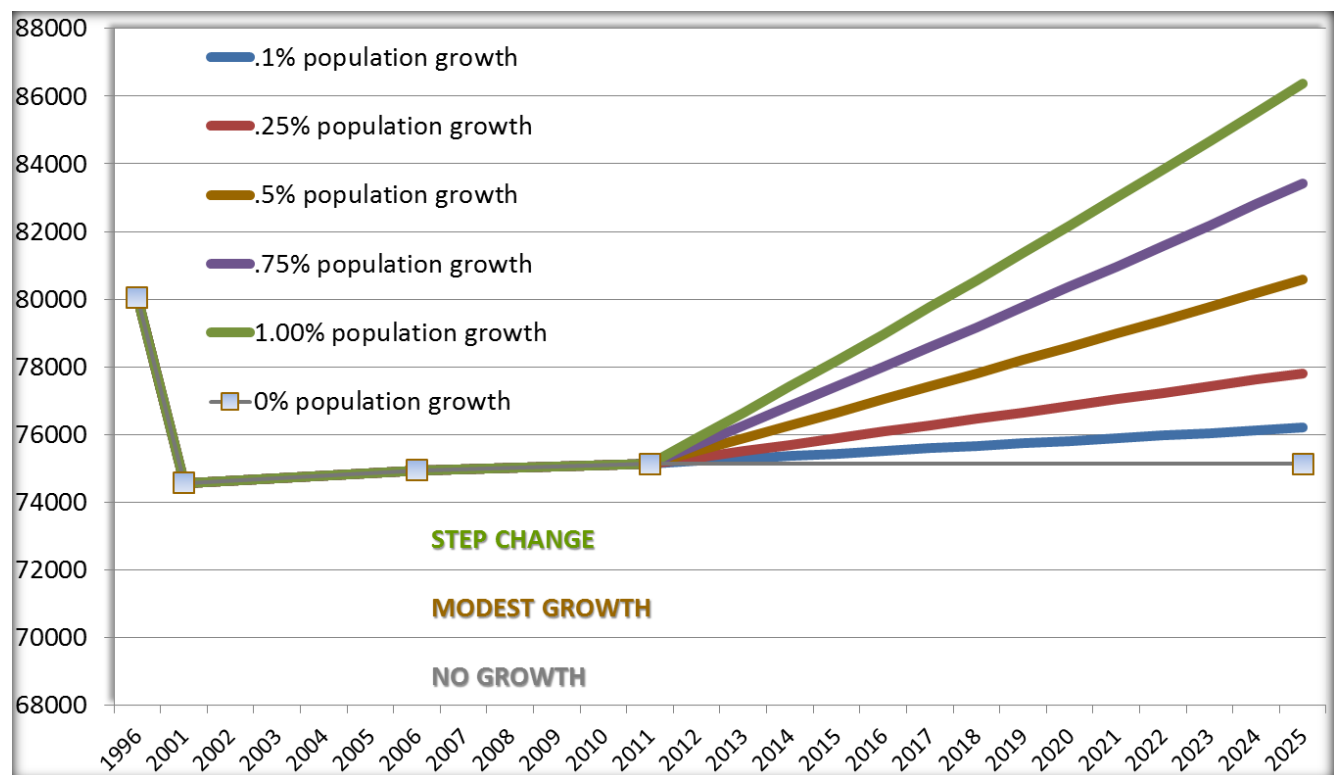
- **Step Change**

According to the Oxford dictionary a "*step change*" is a significant change in policy or attitude, especially one that results in an improvement or increase. Sault Ste. Marie requires a *step change* in its approach to growth and development in order to be globally competitive and have a healthy sustainable community. This requires Collaborative Community Planning process results in a new community vision and high level growth and development goals that its stakeholders can embrace and support.

For example, over the last decade and a half the Sault Ste. Marie economy has stabilized and weathered a significant international recession. However, its population growth is very modest and lags well behind the population had in the 80s and 90s. From 1996 to 2001, Sault Ste. Marie lost 6.8% of its population in five years. This is approximately 4500 people or 1.36 % annual decrease. It has yet to recover from this loss and lags behind the province and country in GDP and population growth.

If Sault Ste. Marie set a high level goal to return to at least its 1996 population within five years (i.e. 80,000 by 2020), it could do so with less than a 1% net annual increase in population. Recent estimates of the city's current population indicate that it is growing between one quarter and one half of a percent per year.

If the community collaboratively establishes a high level goal of this nature it will drive decision-making and action across all sectors and segments of the community. It will require new strategies and looking at problems with a different perspective. It will only be successful if the community collectively endorses and embraces such an approach. It is the only way to affect a substantial change in the community's future.



Project Description

The Sault Ste. Marie Economic Development Corporation, on behalf of the Innovation Centre, Algoma Workforce Investment Corporation, Community Development Corporation of Sault Ste. Marie and Area and other organizations represented on the Destiny Steering Committee are seeking \$50,000 from the Economic Development Fund to undertake first stage in the development of a strategic planning process that will be designed to specifically target critical issues affecting community's growth, development and sustainability. These funds will be used to undertake a number of activities including:

- a consultation process with identified, leading key community stakeholders including public/private organizations, institutions and businesses in the community;
- an comprehensive environmental scan of the growth, development and sustainability issues facing the community in all relevant fields;
- a terms of reference, critical path/timetable, and planning framework for the development and proposed implementation of this strategy.

While the results of this effort will be predicated on the input received from the community stakeholders noted including the City, the goal and expected outcome of this undertaking are a set of recommendations, proposed course of action and report to Council and stakeholders that will guide the development of a sustainable growth and development stewardship strategy that will:

- provide an action plan to address and overcome the community's limits to growth, development and sustainability.
- establish an ambitious but achievable approach to achieving sustainable growth and development goals and objectives such as those noted below; and,
- recognizes that a continuum of activities, commitments and undertakings are required by all key stakeholders in the City to fully realize the success of this community growth and development strategy.

The proposed approach builds on the experience of previous community strategic planning initiatives, such as **"Destiny Sault Ste. Marie"** and **"Building an Extraordinary Community"** strategic planning processes. It also seeks to embrace sector specific and organizationally specific strategies such as: the community smart energy strategy; lottery and gaming strategy; the municipal strategic plan; and the corporate strategies of the boards of education, college and university, Sault Area Hospitals, other major not-for-profit corporations with mandates to support the development of the economy, human capital and social development, as well as

First Nations and Métis organizations This process will focus on engaging the leadership of key community stakeholders to support and actively participate in the stewardship strategy.

The consultation process will also provide opportunities and set the stage for ongoing public engagement and input. It will also build on past and current corporate and strategic planning efforts that have or are currently being undertaken by key community stakeholders.

STAGE I GOALS AND OBJECTIVES

The **Goal for Stage I of the SSM Sustainable Growth and Development Stewardship Strategy 2020-2025** is to consult and engage key community stakeholder leadership, develop a structured, organized and collaborative approach for the development of this sustainable growth and development's stewardship strategy and submit the proposed approach to City Council and each identified key community stakeholder organization in early 2015 for their consideration and support. The objective would be an endorsement and mandate from Council to proceed with developing strategy and reporting back to it and the identified key community stakeholder organizations with recommendations and action plan by the fall of 2015.

This proposed approach will include the establishment of an appropriate community entity that will be the focal point for the strategic planning effort. (not be the Sault Ste. Marie Economic Development Corporation). The nature of this sustainable growth and development stewardship strategy is a comprehensive community approach is such that it requires the engagement of all leading community stakeholders with an explicit or implicit role in the growth and development in the community. While it will embrace the objectives of economic development, it is designed to focus on all aspects of the communities growth and development including those being found in a **healthy sustainable community** (refer to attachment A).

Stage One will explore the integration of new approaches community growth and development. Cities across Canada are looking at different approaches to growing their community. The City of Halifax is one example. Presented with similar economic challenges like Sault Ste. Marie but on a much larger scale, Halifax is now a leader and regional hub for the Maritimes. It established the **Greater Halifax Partnership**, a public-private effort embracing a broad range of organizations in the community that not only promotes economic development but recognizes the important of having a competitive community that supports and promotes its people as a critical element of its growth and development.

Similarly, St. John, New Brunswick has undertaken **“True Growth 2.0”**, *“... a plan to drive development and pride in Saint John. It harnesses the power, expertise and creativity of our residents. The goal is to attract new people and investment to Saint John so businesses can attract skilled workers, our five municipalities can increase tax revenues to pay for public services, and Saint John can continue to be a welcoming, safe and fun place to live.*

True Growth is a community-wide initiative. 135 people from all parts of our community volunteered to be part of working groups that identified many clear areas of opportunity and plans for growth. One thing united them – they all care about our community and they wanted to be part of moving it forward.

Sault Ste. Marie employment and economic development organizations through Destiny are now looking at elements of their model in particular the true growth concept being promoted by the technology company, Cisco Systems.

The Destiny SSM Steering Committee is kicking off the community strategic planning effort with an Economic Summit in November. The objective is to engage the community and build the awareness of the benefits having the community focus on and prioritize its growth and development activities. Guest speaker will be invited to participate.

The SSM Police Services in partnership with the Algoma Health Unit, Boards of Education and social service organizations are also undertaking a similar process of engaging the community for the purposes of improving the health and welfare of community members at risk. These organizations have expressed a strong interest in focussing their growth and development efforts.

The role of the Sault Ste. Marie Economic Development Corporation is to be a facilitator by undertaking and being accountable for the design and development of this strategic planning process in consultation with and advice from leadership of those organizations represented on the Destiny Steering Committee, including its key stakeholders such as the City, major educational, health, social service, business and industrial organizations as well as both senior levels of government. The goal is to establish a collaborative approach and independent community organization that has been given mandate from the municipality and key stakeholders to undertake the stewardship/advisory role to facilitate step change in the sustainable growth and development of the City.

The proposed growth development and sustainability stewardship strategy is focused on:

- reducing human, social and community costs and impediments that limit growth and development;

- improving the health, education and welfare of its citizens;
- substantially increasing employment and population growth to offset a significant workforce occupational and demographic challenges;
- enhancing global competitiveness investment in the community; and,
- employing a step change in approach to the growth development and sustainability issues facing the community.

Once stage I is completed City Council will be presented with a report and recommendations on how to proceed with this strategy. It is expected that the report and recommendations will come with endorsements from key stakeholders in the community and the results of the activities noted above.

Methodology and timing (including key dates for progress reports and final report to Council)

SSMEDC Board Approval	October 2014
City Council review of SSM Sustainable Growth and Development Stewardship Strategy	November 2014
Environmental Scan	February 2015
Consultation Process completed	April 2015
Report to Council with Recommendations and Action Plan	May 2015

Estimated Costs and Financing

- Financial, in-kind and human resource commitments from the **SSMEDC for Stage 1 totaling:** **\$50,000**
 - **City Economic Development Fund:** **\$50,000**
- Other Funding for all Stages of Strategy's Development:
- **Northern Ontario Heritage Fund Corporation -all stages of the strategy**
(application approval pending) **\$100,000**
 - **FedNor -all stages (application being prepared)** **\$100,000**
- Total: \$300,000**

Financing arrangements (e.g., equity, loans, etc.) and funding partners

Funding applications are being developed for NOHFC and FedNor, recognizing that EDF funding will be primarily utilized to address the operating shortfalls which are not eligible under NOHFC and FedNor programming. Initial discussions are positive.

Once planning is complete, recommendations are made to Council and action plan is adopted by Council. Funding will also be sought by other public and private sector parties.

In-kind contributions

The Sault Ste. Marie Economic Development Corporation will supply in-kind services such as:

- Management oversight;
- Consultant support;
- Financial Management;
- IT support;
- Promotional support; and
- Other clerical and technical support as required.

Demonstrated need for assistance and supporting documentation and applications to other government assistance programs, etc.

The Sault Ste. Marie Economic Development Corporation will not be able to undertake this initiative without the support of the EDF. The funding received here will be utilized to leverage dollars from the Northern Ontario Heritage Fund Corporation as well as from FedNor, and without the City contribution through the EDF these other applications will not be successful.

Economic Benefits

Addressing Economic Development Fund Criteria

From an Economic Development Fund criteria perspective, the high-level targets relevant to EDF criteria would be dependent on the outcome of this project and likely inter related with a number of other community growth and development objectives. This notwithstanding some of the overarching targets and goals would be focused on achieving following by 2020:

- **increasing the population by at least an additional 5000 persons** , increasing employment by an additional 2500 persons, and increasing the labor force by at least an additional 2700 persons;
- increasing tax assessment to at least an additional by TBD
- increasing the Community's Gross Domestic Product (GDP)* to an \$3.1+ billion annually up from \$2.785 billion in 2013

** Gross Domestic Product (GDP) is the market value of all final user goods and services produced domestically during a time period (a year) and. GDP is a measure of production – it is designed to measure the output of goods and services produced in an economy.*

Community Benefits

Please refer to project description.

How the project compliments other local initiatives

Please refer to project description.

Impact on the community as a whole

Please refer to project description.

Implementation of Canal District Initiatives (CDI)

Applicant Information

Legal Name of Business/Organization

Sault Ste. Marie Economic Development Corporation
99 Foster Drive, Third Level
Sault Ste. Marie, ON
P6A 5X6

Names of Officers, Directors & Principals

Don Mitchell	President
Robert Reid	Vice President
Greg Punch	Past President
Lori Naccarato-Sarlo	Treasurer
Donna Hilsinger	Secretary
Christiane Husemann	
Albert Giommi	
Geoff Meakin	
Michael Moore	
Gregory A. Peres	
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City Council Member <i>(to be appointed)</i>	
Mayor Christian, Provenzano <i>Ex Officio</i>	

History of Organization

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Marie. Collaboration and cooperation with City Council and staff continues to be critical to SSMEDC's progress and success.

Organization Mandate

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Mission Statement

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SSMEDC Vision 2020

"Our community, City Council and other partners recognize and value the Corporation as their source for leadership and support in shaping and creating a competitive, sustainable and thriving economy for Sault Ste. Marie."

Key Contact for Initiative:

Tom Dodds
Chief Executive Officer
(705) 759-5436
t.dodds@ssmedc.ca

Contributing Partners

The **Sault Ste. Marie Economic Development Corporation** is contributing \$40,000 to the initiative.

Riversedge Developments and Destination North staff is also supporting these initiatives through dedicated human resources and financial contributions of approximately \$75,000.

Funding is also being sought through **NOHFC and FedNor for specific Canal District elements/projects** and to support implementation over the longer term

References

N/A

ECONOMIC DEVELOPMENT FUND (EDF) – CRITERIA

Project Information – Summary

The Sault Ste. Marie Economic Development Corporation is requesting **\$60,000 from the Sault Ste. Marie Economic Development Fund** to assist in the coordination, management and implementation of a broad range of Canal District projects and initiatives that directly support the three EDF's objectives, namely: job creation, increased tax assessment and economic development.

Project Background

Over the past two years, since the commencement of the redevelopment of the St. Mary's Paper Property, the City's downtown redevelopment plans and a number of related private and public initiatives have been and are continuing to be developed in an area known as the "Canal District". Many these projects are described in the Canal District Neighborhood Plan as approved by City Council on July 14, 2014.

The Canal District is a major Sault Ste. Marie urban redevelopment initiative that integrates economic development, entrepreneurship, small business development, social enterprise and urban planning. It is a unique, ambitious and creative approach to improving the community's downtown and the general welfare of the community and its citizens.

In order to maximize opportunities and their benefits, ensure consistency with their development, implementation as well as the communications, promotion and marketing of its various projects and elements, the hiring of a Project Manager and the creation of a Canal District Implementation Committee (CDIC) and associated Working Group are being proposed. Although the private and public sector members retain their individual responsibilities for each of their own project's implementation, they have agreed to work together to achieve the greatest possible community benefit and in recognition of the interdependency of these undertakings.

CDIC Members

The following organizations are the members of the Canal District implementation Committee:

- Algoma District School Board
- Batchewana First Nation
- Brookfield Power
- City of Sault Ste. Marie

- Downtown Association
- International Bridge Authority
- Parks Canada
- Riversedge Developments
- Sault Ste. Marie Economic Development Corporation

The CDI Committee is jointly coordinated by the following Working Group and supported by the proposed Project Manager:

- Riversedge Development staff
- City planning and Social Service staff
- SSMEDC staff

Project Description

The SSMEDC is requesting \$60,000 contribution from the EDF to support the project management and coordination of these Canal District initiatives. This will be a contract staff person (2 years) who will support the undertaking of the initiatives noted and assist the committee and its members in communications, promotion marketing and relevant work activities in support of the initiatives. Matching financial support (60,000) is being provided by the EDC

The individual will be based in the SSMEDC offices. The project manager will receive functional direction from the CDI Working Group/Committee and be supervised by the CEO of SSMEDC.

Riversedge Developments and Destination North staff is also supporting these initiatives through dedicated human resources and financial contributions of approximately \$75,000.

Funding is also being sought through NOHFC and FedNor for specific Canal District elements/projects and to support implementation over the longer term.

Key Projects

The following are the initial key projects that would be included in and benefit from the joint management and coordination of the Canal District implementation process.

- Destination North
 - Tourism SSM Project Development & Marketing Program
 - ACR Passenger/Tour Train station
- Superior Skills Project

- Parks Canada Sault Ste. Marie Canal National Historic Site of Canada Redevelopment
- Farmers Market/Board Mill Market
- Machine Shop
- Mill Market
- Economic Development Corp. Business Incubator Project
- Brookfield Clergue Power Station Improvements
- Esposito Park Pump Track
- Esposito Rink Improvements
- Gateway Signature Park
- Gore Street Streetscape Improvements
- Hub Trail Extension.
- Huron Street Welcome Feature and Streetscape Improvements
- Bay Street EA and Streetscape Improvements

A Description of each of these projects is attached.

Methodology and timing (including key dates for progress reports and final report to Council)

SSMEDC Board Approval	October 2014
City Council review of SSM Sustainable Growth and Development Stewardship Strategy	December 2014
Project Management Plan and Gantt Chart	February 2015
Communications Strategy	March 2016
Annual Reports	December 2015 -2016
Quarterly Reports to Council and Community	2015 -16

Estimated Costs and Financing

- Financial, in-kind and human resource commitments from the **Riversedge** to support the management of the project: **\$75,000**
 - **SSMEDC** **\$40,000**
 - **EDF** **\$60,000**
- Total: \$175,000**

Other Funding Project specific:

- **Northern Ontario Heritage Fund Corporation** -all stages of the strategy (application approval pending) **N/A**
- **FedNor** -all stages (application being prepared) **N/A**

Estimated project costs

- **Project Manager: \$80,000 over 2 years** **\$160,000**
- **Communications Plan and Materials** **\$ 15,000**

Financing arrangements (e.g., equity, loans, etc.) and funding partners

Funding applications are being developed for NOHFC and FedNor and other government agencies on a project by project by project basis. Funding will also be sought by other public and private sector parties.

In-kind contributions

The Sault Ste. Marie Economic Development Corporation will supply in-kind services such as:

- Management oversight;
- Financial Management;
- IT support;
- Promotional support; and
- Other clerical and technical support as required.

Demonstrated need for assistance and supporting documentation and applications to other government assistance programs, etc.

The Sault Ste. Marie Economic Development Corporation will not be able to undertake this initiative without the support of the EDF. The funding received here will be utilized to leverage dollars from the Northern Ontario Heritage Fund Corporation as well as from FedNor, and without the City contribution through the EDF these other applications will not be successful.

Economic Benefits

Addressing Economic Development Fund Criteria

From an Economic Development Fund criteria perspective, the high-level targets relevant to EDF criteria would be dependent on the outcome of this project and likely inter related with a number of other community growth and development objectives. This notwithstanding some of the overarching targets and goals would be focused on achieving following by 2020:

- **Support initiatives to generate 40-80 new jobs/year starting in 2015**
- increasing tax assessment by at least an additional by \$ 50,000/year(estimate)
- diversification of the economy, supporting specific employment and economic development initiatives noted.

Community Benefits

Please refer to specific project descriptions.

How the project compliments other local initiatives

Please refer to specific project descriptions.

Impact on the community as a whole

Please refer to project descriptions.

ADDITIONAL INFORMATION:
EXAMPLES OF CURRENT OR PLANNED “CANAL DISTRICT” UNDERTAKINGS

The following are examples of the range and depth of the initiatives, currently underway in the canal district area. As is evident there is a considerable level of public and private activity. It is an exciting and progressive community and economic growth and development opportunity in the community. It is also complex, fast-paced and highly integrated range of undertakings with a range of community sectors involved in supporting it.

The purpose of establishing a Project Coordinator function for this initiative is to enable these projects to proceed in a manner that is efficient, cost-effective and well aligned with community growth and development priorities and objectives. The project coordinator will serve as an interface helping to communicate the development of this area, identify new opportunities for collaboration and business development, promote this economic development opportunity and work with all stakeholders to facilitate the project’s success. The project coordinator will work with the proponents to provide regular reports on the benefits, results and outcomes of this initiative.

The expected outcomes are a reinvigorated downtown, new business development and new business growth opportunities, and enhanced and better integrated destination tourism attraction resulting in investment, employment, and increased tax assessment.

Board Mill Market

The Board Mill building on the former St. Mary’s Paper site will be developed as the Board Mill Market, a Regional Food Hub and Public Market bringing local food, drink and artisanal products to market while serving as a venue for social interaction and gathering.

The Board Mill Market is being developed around three core functions:

1. Four-Season Indoor and online Farmers and Artisans Market: A year-round indoor market enabling regional farmers and artisans markets to expand and meet current market demand.
2. Regional Food Network: Cluster building and logistics network integration of the regional food supply chain. The Mill Market would manage coordinated collection of products and product distribution.
3. Value Added Processing Capabilities: A critical mass of regional produce in a centralized location would make it economically viable to invest in value-added processing. These capabilities would enable the development of new regionally branded products and create new markets and job opportunities for the City of Sault Ste. Marie and Algoma region.

Destination North

Destination North Inc. is a public, private initiative to repurpose the historic Pulp Tower and Board Mill buildings at the former St. Mary's Paper site as a living centre for Ecology, Culture and Wilderness Experience with a focus on developing a viable destination to attract new business, visitor and tourist markets.

Destination North Inc. and its partner, the City of Sault Ste. Marie have engaged Science North and YBA Architects to structure the site programming with project validation to be conducted by PKF Consulting, a management consulting firm, consulting in the hospitality and tourism industry.

Entrepreneurship

Superior Skills is a unique partnership between Ontario Works, the Algoma District School Board and Destination North based out of the Etienne Brule school building. Superior Skills provides intensive 8 week training opportunities focusing on in demand skills training, while promoting individual responsibility.

In addition, the **Sault Ste. Marie Economic Development Corporation** and **Riversedge** developments are working together to identify other small and medium-size business development opportunities on the property, which build on the location and growth of this part of the downtown.

Machine Shop

The Machine Shop venue at Mill Square will open its doors summer 2015 as one of Canada's most unique performance venues hosting the best in the arts, music and events.

The 35,000 sqft. venue will be developed with 10,000 square feet of assembly and performance space suited for a variety of functions with over 19,000 square feet of creative office and studio space making it one of the most vibrant places in Northern Ontario to locate.

In October 2014, Algoma University signed an agreement to lease shared space in the multi-use venue for its visual fine arts program. This initiative enables major growth for the Algoma U visual fine arts program and establishes itself as one of the most distinctive fine arts centres in Canada.

Mill Market

Located at 35 Canal Drive across from the historic Sault Canal, Mill Market was developed by Riversedge Developments as a first step to realizing the Board Mill Market, an integral component of Mill Square development plan while providing a platform to soft-launch and test elements of Destination North.

Mill Market has rapidly become a gathering place where locals and tourists alike can find farm-fresh food, local artisanal products and crafts.

Since opening June 2014, Mill Market has rapidly become a gathering place where locals and tourists alike can find farm-fresh food, local artisanal products and crafts. Home to over 25 vendors from the Algoma region – and growing - from Mennonite Farmers and young agrarians to unique artisans, local musicians and community groups, Mill Market provides an opportunity for agricultural enthusiasts to

push the boundaries of Northern Ontario's colder climate, using innovative season extension techniques to provide local food year-round.

Parks Canada East End Redevelopment

Parks Canada and the federal government have indicated interest in integrating the Sault Ste. Marie Canal Historical site and developing the site's infrastructure to align and support the canal district initiative. In 2015, efforts will be promoted to develop this facility in partnership with Parks Canada, First Nations, Riversedge, the City and SSMEDC.

City of Sault Ste. Marie Gateway site

The Sault Ste. Marie property remains a unique economic development opportunity for the community. It is important to ensure that this development integrates well with the overall Canal District theme.

Northern Ontario Casino Bundle

The Sault Ste. Marie Charitable Casino is situated in the Canal District and the efforts by the city to attract the head office operations for the casino and the future of the casino will have significant implications on the future of this area. Like to Gateway site, in order for the development of this casino to be well integrated into the canal plan a high level of communication, collaboration and coordination will be required.

Bay Street EA and Streetscape Improvements

Bay Street acts as a physical barrier between the primary shopping destinations along Queen Street and the amenities and destinations along the waterfront. The barrier attributes to the rate of speed at which vehicles travel, and the number of lanes.

New Defining Design Characteristics of the Bay Street EA and Streetscape Improvements would:

1. Provide parallel parking on both sides of the street to provide ample parking for visitors to the Canal District, Gateway Park and the Casino, as well as to reduce traffic speeds.
2. Increase widths of sidewalks to accommodate a furnishing and/or planting zone along the road edge, as well as provide a minimum of 2m clearance for complete accessibility.
3. Plant large canopy trees on the wider side of the boulevard to create a park-like setting and planted with large canopy trees.
4. Locate benches and trash receptacles at intervals along the park side of the street.
5. Provide pedestrian scale lighting for safety and an improved pedestrian experience.
6. Include curb bump-outs and clearly demarcated crossings for pedestrians at the intersections at George Street South and Hudson Street.
7. Provide bike lanes in separate right-of-way south of adjacent rail line
8. Incorporate decorative and pedestrian lighting with street light poles and coordinate with street trees in respect to placement and spacing.
9. Place above ground utilities sensitive to the visual appeal and pedestrian function of the public realm.
10. Ensure sidewalks and crossings are accessible to all users.

Brookfield Clergue Power Station Improvements

The Brookfield Clergue Power Station has dedicated infrastructure that was used to service the former St. Marys Paper Mill. With the former mill site being developed as Mill Square, a mixed-use urban village development, the Power Station infrastructure dedicated to St. Marys Paper is no longer required. This has led to the exploration of removing redundant infrastructure in such a way that it would create continuity between the City's Gateway property and Mill Square.

Esposito Park Pump Track and associated public recreation facilities

The Esposito Park Pump Track fills a need for recreational areas in Ward 4 while providing physical activity for a broad age range. The Pump Track is 115 metres east to west and 32 metres north to south that consists of small jumps and berms which allows the rider to simply 'pump' their bicycle over the jumps, gaining momentum as they go. The track allows riders of all ages to gain skills and abilities in a controlled environment.

Gateway Signature Park

The east side of the Gateway site, bounded by Bay St. and St Mary's River Dr., offers a tremendous opportunity for establishing a signature greenspace that will provide a new attraction and destination on the Sault Ste. Marie waterfront and act as an important piece that links several areas to the downtown. Furthermore, the site offers important interfaces with the primary road, the St. Mary's River, Fort Creek Conservation Area, and the John Rowsell HUB Trail.

This new important park space is proposed to be developed as a flexible space, accommodating a range of uses, user groups and seasonal activities. The design would incorporate several landscape types, including but not limited to open meadow and/or lawn for recreation, areas of dense canopy cover, a series of trails and interconnected paths, hardscape or plaza areas able to accommodate seasonal markets, events, demonstrations, etc.

Gore Street Streetscape Improvements

Gore Street is an important north south commercial spine connecting the Canal District with the rest of downtown. It has been in steady decline for several years. However, it has a collection of buildings lining the street with a strong spatial frame for a renewed pedestrian shopping district.

The improvements proposed by Ken Greenburg and the Planning Partnership would see:

- Parallel parking on both sides of Gore St.
- Street tree planting in long linear planters.
- Corner parkettes to serve as community John Rowsell HUB and meeting place at the heart of the Gore St. strip.
- Speed tables or specialty paving at intersections.
- Curb bumpouts delineating parking areas and reducing street width at intersections for crossing.

Hub Trail Extension

The success of the John Rowswell HUB Trail is evident by its growing popularity year after year. A multiuse trail of its type not only promotes active living, but also has significant city building impacts, that can often go unrecognized.

The provision of a new trail or street improves general accessibility, which in turn leads to increased awareness.

It is recommended that the John Rowswell HUB Trail be extended to provide a number of new links, improving access to some otherwise disconnected and little known parts of the Canal District and the western end of downtown. These are to include:

1. Western Waterfront Link - an extension that extends from the existing trail at the entrance to the Parks Canada Locks site along the waterfront traversing the southern portion of the former St. Mary's Paper Mill site and reconnecting to Carmen's Way via James Street.
2. Bay Street -James Street Link- Taking advantage of the existing right of way below the rail line south of Bay Street, it is recommended that a new multi-use trail connect from the intersection of the John Rowswell HUB Trail and St. Mary's River Drive up the edge of the Fort Creek corridor and from there it would extend on the right of way and along the northern edge of the former St. Mary's paper Mill site and relink to the Western Waterfront Trail at the foot of James Street.
3. Etienne Brule Link - The third new route would follow separated bike lanes on the wide right-of-way along the periphery of the OLG property, the southern edge of Esposito Park and directly through the Etienne Brule school property, reconnecting with the John Rowswell HUB Trail at Carmen's Way.
4. Fort Creek Link - The fourth new route would consist of two trails running on either side of Fort Creek where they join, cross Bay Street and carry on northward as a single trail where they reconnect with the Etienne Brule Link at Queen Street.

Huron Street Welcome Feature and Streetscape Improvements

Despite being the primary access point between the United States and northern Ontario, the Gateway and sense of arrival into Canada is under-distinguished. The International Bridge Plaza is currently undergoing a complete makeover, which offers the opportunity to redevelop a new feature and/or road layout for residents and visitors to access the city - and Canada.

The Port of Entry into Canada and the City of Sault Ste. Marie will be amplified through the development of a prominent Gateway feature. The Gateway feature is proposed to utilize the entire eastern side of Huron Street between Albert Street and Queen Street to create a memorable and unique Gateway feature and public space that acts as a welcoming gesture while providing new public gathering space for the community and visitors to enjoy for years to come.

The International Bridge Plaza fronts Huron Street. The street should undergo a transformation that incorporates an entry feature, improved pedestrian realm (including widened sidewalks, improved lighting, safe crossing points and street plantings) and development of a new "Welcome parkette" at the northeast corner of Huron and Queen Streets.

Other Related Canal District Initiatives:

- Etienne Brule green space and recreational development
- Algoma Central Railway Tour Train and Passenger Service Station

Sault Ste. Marie ICT/Digital Gaming Cluster Development: Phase II: Implementation

Applicant Information

Legal Name of Business/Organization

Sault Ste. Marie Economic Development Corporation
99 Foster Drive, First Level
Sault Ste. Marie, ON
P6A 5X6

Names of Officers, Directors & Principals

Don Mitchell	President
Robert Reid	Vice President
Greg Punch	Past President
Lori Naccarato-Sarlo	Treasurer
Donna Hilsinger	Secretary
Christiane Husemann	
Albert Giommi	
Geoff Meakin	
Michael Moore	
Gregory A. Peres	
Terry Rainone	
Brian Robertson	
Kevin Wyer	
City Council Member	<i>(to be appointed)</i>
Mayor Christian Provenzano	<i>Ex Officio</i>

History of Organization

The Sault Ste. Marie Economic Development Corporation (SSMEDC) was incorporated as an independent, not for share capital (non-profit) legal entity in 1986. This incorporation marked an evolution of the previous Economic Development Commission and allowed for a not for profit organization to engage in economic development activities with primary financial support from the City of Sault Ste. Marie as well as federal, provincial, and private partners. 2014 marked the 27th anniversary of the SSMEDC, which has evolved and grown in its leadership role in community economic development initiatives. The Corporation's status as a not-for-profit corporation, arms-length from the City, enables it to undertake economic development activities and initiatives that might not otherwise be possible through the City of Sault Ste.

Marie. Collaboration and cooperation with City Council and staff continues to be critical to SSMEDC's progress and success.

Organization Mandate

The mandate of the Sault Ste. Marie Economic Development Corporation is to be the City's lead agency on economic development; providing strategic advice, policy and implementation of projects pertaining to economic development (which is inclusive of tourism); economic development fund recommendations and nurturing private sector relations.

Mission Statement

SSMEDC's mission statement is to support the sustainable growth and the further development of a diversified community economy through activities and undertakings that facilitate:

- the creation and retention of wealth in the community;
- increase productivity and global competitiveness;
- investment and trade; and,
- the marketing and promotion of local business development and tourism, thereby achieving the Corporate vision.

SSMEDC Vision 2020

"Our community, City Council and other partners recognize and value the Corporation as their source for leadership and support in shaping and creating a competitive, sustainable and thriving economy for Sault Ste. Marie."

Key Contact for Initiative:

Tom Dodds
Chief Executive Officer
(705) 759-5436
t.dodds@ssmedc.ca

ECONOMIC DEVELOPMENT FUND (EDF) – CRITERIA

Project Information – Summary

The Sault Ste. Marie Economic Development Corporation is requesting **\$100,000 from the Sault Ste. Marie Economic Development Fund** for \$300,000 + project to coordinate, manage and implement Sault Ste. Marie's strategy to become *Globally Recognized Centre of Excellence for Lottery & Gaming Businesses*. This initiative directly supports EDF's three objectives, namely: job creation, increased tax assessment and economic development.

Project Background

Since January 2012, when OLG announced its decision to modernize lottery and gaming in Ontario. The Sault Ste. Marie Economic Development Corporation, in close partnership with the Sault Ste. Marie Innovation Centre and the City of Sault Ste. Marie, has focused considerable effort and resources to help ensure that Sault Ste. Marie benefits from this modernization process and to avoid unintended negative impacts that can result from corporate realignment of priorities and strategies.

OLG as well as lottery and gaming companies here provide approximately 1000 jobs in direct employment and another 1000 jobs in indirect and induced employment. In total, it is estimated that this represents between four and 5% of the city's total employment, with average salaries ranging between \$60,000 and \$80,000 a year. Consequently lottery & gaming are vital parts of our economy.

The effort and leadership provided by the SSMEDC in addressing the Provinces lottery and gaming modernization program, along with focusing on the development of the lottery and gaming sector in the community has been incremental to the Corporation's normal development activities and programs. It has been identified by the Board of Directors and the City Council as a strategic priority initiative.

In 2012, the City provided \$100,000 to the EDC in support of the initial phase of a lottery and gaming sector development strategy for the City. These funds levered an additional \$200,000 from FedNor and the Northern Ontario Heritage Fund NOHFC.

The results of these efforts were the following:

- A declared commitment by the Premier of Ontario and the current Chair of the OLG Board of Directors that **Sault Ste. Marie is and shall remain OLG's Head Office** and the community would continue to have a significant OLG presence.
- The establishment of the **Next Generation Lottery and Gaming Centre** at the Innovation Centre designed to build that organizations capacity to support lottery and gaming innovation and enhance the capacity of its " Algoma Games for Health Division".
- A **\$2 million public private partnership between Canadian Bank Note and SSMIC's Algoma Games for Health** that will produce game development kits and related technology, thereby building SSMIC knowledge and capacity support other digital gaming initiatives. This currently employs six.
- A **successful targeted communications and promotion strategy, "Lottery and Gaming, it's in our DNA"** in the lottery and gaming sector to raise the profile of Sault Ste. Marie as a center of excellence. This included promotion at the largest gaming trade shows in

Canada and the United States, which has resulted in attracting a broad range of lottery and gaming related businesses, who are currently considering Sault Ste. Marie as a place to locate their operations. The types of businesses, who come to Sault Ste. Marie range from multi-billion dollar corporations to small businesses focused on niche markets. A number of these companies are expected to announce their intentions to locate in Sault Ste. Marie in 2015.

- **Supporting a Tier III data center feasibility study** and RFP procurement process to identify businesses who would be prepared to construct and operate the data center in the community - the fundamental component of ICT & lottery and gaming infrastructure.
- The establishment of the **Gaming Task Force**, consisting of senior executives from OLG, City, SSMEDC, SSMIC, Canadian Bank Note, Pollard Banknote, BMR, DeBono Group, Sault College and Algoma University. The task force and focus is the development of Sault Ste. Marie as a center of excellence and cluster for lottery and gaming businesses.
- The development of the ***Sault Ste. Marie Centre of Excellence for Lottery & Gaming Businesses Strategy***.

Project Description

Since January 2012, when OLG announced a strategic plan to fundamentally transform lottery and gaming in Ontario, the City, SSMEDC, Sault Ste. Marie Innovation Centre have been undertaking a sustained effort to ensure that the community, particularly those employed at OLG, benefit from this transformation. Considerable progress has been made as described above in the background section, and a focused strategy is being implemented to ensure that Ontario's lottery and gaming businesses locate themselves in Sault Ste. Marie. In more specific terms, the EDF objectives are to:

- **retain the current 900 to 1000 lottery and gaming related jobs** in the community, thereby retaining \$60 million in annual payroll for these employees maintaining an economic stability in the community
- create **400 to 500 new jobs in ICT and digital gaming businesses** that support a SSM lottery and gaming cluster
- continue to implement an investment attraction strategy, **attract three to five new lottery and gaming related businesses to the community;**

- **build the capacity of the community** to develop and support the necessary human resources and technical requirements necessary to support these ICT and gaming sectors.
- To increase building and investment in the community by 5- 10 million/year.

The Sault Ste. Marie Economic Development Corporation is requesting **\$100,000** from the Sault Ste. Marie Economic Development Fund to coordinate, manage and implement Sault Ste. Marie's strategy focusing on the information and communication technology (ICT) and digital gaming sectors to become Globally-Recognized Centre of Excellence for Lottery & Gaming Businesses, thereby directly supporting the three EDF's objectives, namely: job creation, increased tax assessment and economic development.

The SSMEDC is also seeking \$100,000 total each from NOHFC and FedNor (\$200,000 total) to support the implementation of either specific elements of the strategy and or the strategy overall. In addition, the SSMEDC is applying for Local Labour Market Partnership Program to assist it in implementing the human resource development elements of this initiative.

The project elements:

- A. **SSM Gaming Task Force:** undertaking, project management and coordination in support of the Task force's activities and implementation of the Strategy for period of two years. The CEO of the SSMEDC currently serves as chair of the Task Force on a voluntary basis.

A critical component of the Task force efforts is the development of a **communications strategy** to be implemented over a two-year period. It will be designed to build the City Lottery and Gaming Brand.

- B. **SSM Talent Development and Recruitment:** Developing and implementing a human resources strategy designed to develop an workforce with specific expertise and knowledge that would attract and support ICT, gaming and related businesses to Sault Ste. Marie.
- C. **Business Accelerator:** This component of the strategy lead by the SSMEDC has 4 objectives:
 - to raise the profile of Sault Ste. Marie as a ***Globally-Recognized Centre of Excellence for Lottery & Gaming Businesses***, thereby raising the awareness and attracting ICT, lottery and gaming related businesses to assess the community as a place to do business;
 - To undertake a targeted business and investment attraction strategy focused on ICT, lottery and gaming related businesses.

- To assist those companies in establishing themselves in the community to find human and financial resources, accommodations and space, goods and services where required;
 - to support the development of small businesses in the community to support the lottery and gaming industry and assist them in their transition and growth through the EDC's small business incubator.
- D. **SME Regulatory and Market Support:** Working with SSMIC this component of the strategy is designed to assist companies interested in analyzing, assessing and testing their products and services in a lottery and gaming environment to ensure that they meet regulatory requirements, ICT standards, and competitive in the marketplace.
- E. **Charitable Gaming Center of Excellence:** Working with SSMIC to develop a physical charitable gaming environment with the private sector to test and assess critical characteristics. Charitable gaming facilities: including game design and layout; human factors; facility space and design; amenities, beverage food services, and other features that would enable the industry to be competitive.
- F. **Next Generation Lottery and Gaming Centre:** to support the activities of the SSMIC and establish a strategy to promote this facility is a place to do business.

Methodology and timing (including key dates for progress reports and final report to Council)

SSMEDC Board Approval	October 2014
City Council review of SSM Sustainable Growth and Development Stewardship Strategy	December 2105
Quarterly progress reports to Council & Community inc EDF measures	Ongoing
Communications Strategy	March 2015
Annual Reports	December 2015 -2016
Final report	December 2016

Estimated Costs and Financing

- SSMEDC Financial, in-kind and human resource commitments from the **SSMEDC** to support the management of the project: **\$ 60,000**
-
- | | |
|--|-------------------------|
| • EDF | \$100,000 |
| • Northern Ontario Heritage Fund Corporation | \$100,000 |
| • FedNor | <u>\$100,000</u> |
| Total: | \$300,000 |

Estimated project costs

• Project Management/Coordination: \$50,000 over 2 years	\$100,000
• Communications, Advertising, Marketing, & in market activities	\$ 90,000
• Lottery, Gaming, Market Dev. Talent Recruitment Advisory Services:	<u>\$110,000</u>
Total	\$300,000

Financing arrangements (e.g., equity, loans, etc.) and funding partners

Funding applications are being processed for NOHFC and FedNor and other government agencies for the implementation of the strategy and in some cases on a project by project basis. Funding will also be sought by other public and private sector parties.

In-kind contributions

The Sault Ste. Marie Economic Development Corporation will supply in-kind services such as:

- Management oversight;
- Financial Management;
- IT support;
- Promotional support; and
- Other clerical and technical support as required.

Demonstrated need for assistance and supporting documentation and applications to other government assistance programs, etc.

The Sault Ste. Marie Economic Development Corporation will not be able to undertake this initiative without the support of the EDF. The funding received here will be utilized to leverage financial support from the Northern Ontario Heritage Fund Corporation as well as from FedNor, and without the City contribution through the EDF these other applications will not be successful.

Economic Benefits

Addressing Economic Development Fund Criteria

From an Economic Development Fund criteria perspective, the high-level targets relevant to EDF criteria would be dependent on the outcome of this project and likely inter related with a number of other community growth and development objectives. This notwithstanding some of the overarching targets and goals would be focused on achieving following by 2020:

- **retain the current 900 to 1000 lottery and gaming related jobs** in the community, thereby retaining \$60 million in annual payroll for these employees maintaining an economic stability in the community
- **create 400 to 500 new jobs in ICT and digital gaming businesses** over the next 3-5 years that support and enhance the SSM lottery and gaming cluster

- continue to implement an investment attraction strategy, **attract three to five new lottery and gaming related businesses to the community;**
- **build the capacity of the community** to develop and support the necessary human resources and technical requirements necessary to support these ICT and gaming sectors.

Community Benefits

In addition to the specific job creation, and growth in business and investment in the community, lottery and gaming businesses, attract, expertise in business, information technology, and financial management. These skill sets are critical to a broad range of sectors and create the opportunity to broaden the workforce capacity of the community. These types of jobs tend to be of a higher wage and enable other community-based activities to grow and flourish.

How the project compliments other local initiatives

This project enables the community to raise its profile in specific areas where it has a competitive advantage. It raises the profile of the Sault Ste. Marie Innovation Centre and assist us in promoting the competitive advantages of the community overall.

Impact on the community as a whole

The impacts of this project are critical. If successful, as proposed, it will support the growth and development of the community both in terms of population, wealth, and employment. If unsuccessful, the community runs the risk of losing population wealth and employment.



MEMORANDUM

DATE: December 4, 2014
TO: Mayor Provenzano and Members of City Council, City of Sault Ste. Marie
FROM: Dominic Parrella, President & C.E.O., PUC Inc.
SUBJECT: Special Meeting of the Shareholder

The Ontario Business Corporation Act requires a minimum of 10 days notice for a shareholder's meeting. In accordance with the Act, I am attaching official notice of a special meeting for PUC Inc. scheduled for December 15, 2014, so as to coincide with the regular Council meeting of the same date.

A handwritten signature in black ink, appearing to read 'D. Parrella', is positioned above a horizontal line.

Dominic Parrella, P.Eng.
President & C.E.O.
PUC Services Inc.

c.c. C.A.O., City of Sault Ste. Marie
City Clerk, City of Sault Ste. Marie
PUC Inc. Board of Directors
KPMG

Attachments: Notice of Special Meeting
Resolution of the Shareholder of PUC Inc., Financing for Capital Projects
Resolution of the Shareholder of PUC Inc., Investment in CustomerFirst Inc.

**NOTICE OF SPECIAL MEETING OF SHAREHOLDERS OF
PUC INC.**

NOTICE IS HEREBY GIVEN that a Special Meeting of the holders of the Common Shares of PUC Inc. (the "Corporation") will be held at the Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario, on December 15, 2014 for the purpose of:

- (1) receiving and considering a request from the Board of Directors of the Corporation to approve borrowing by its subsidiary, PUC Distribution Inc., in excess of the limit allowed under the Shareholder Agreement to finance capital projects; and
- (2) receiving and considering a request from the Board of Directors of the Corporation to approve the acquisition of shares in a newly formed municipal utility collaboration company, CustomerFirst Inc.

DATED this 4th day of December, 2014.

ON BEHALF OF THE BOARD OF DIRECTORS



Dominic Parrella, President & C.E.O

RESOLUTION OF THE SHAREHOLDER OF PUC INC.

Financing for Capital Projects

Background

1. PUC Distribution Inc. ("Distribution") is a wholly owned subsidiary of PUC Inc. (the "Corporation").
2. Distribution has entered into a term sheet dated August 29th, 2014 (the "Term Sheet") with Infrastructure Ontario providing for credit facilities in the amount of \$15,000,000.00 for capital projects for Distribution.
3. The Corporation of the City of Sault Ste. Marie (the "City") is the sole shareholder of the Corporation.
4. Pursuant to paragraph (g) of Schedule A to the Shareholder Agreement as revised April 27, 2009 between the Corporation and the City the borrowing of money in excess of \$5,000,000.00 by the Corporation or its subsidiary requires the approval of the City.

Resolution

BE IT RESOLVED THAT the borrowing of money by Distribution as set forth in the Term Sheet and the delivery of the security required in support thereof is hereby approved subject to the terms and conditions defined in the Term Sheet.

The undersigned being the sole Shareholder of the Corporation hereby signs the foregoing resolution pursuant to the provisions of the Business Corporations Act (Ontario) this **15th day of December, 2014.**

The Corporation of the City of Sault Ste. Marie

Per: _____
Christian Provenzano, Mayor

Per: _____
Malcolm White, City Clerk

RESOLUTION OF THE SHAREHOLDER OF PUC INC.

Investment in CustomerFirst Inc.

Background

1. The Shareholder Agreement between PUC Inc. (the "Corporation") and its sole shareholder, the Corporation of the City of Sault Ste. Marie (the "City"), requires the Corporation to obtain shareholder approval in order to acquire shares of any non-affiliated company.
2. CustomerFirst Inc. is a collaboration of a number of geographically diverse Ontario municipally owned utilities, including PUC Distribution Inc., that provide for the delivery of electricity to consumers within their respective service territories.
3. PUC Distribution Inc. is a wholly owned subsidiary of the Corporation.
4. CustomerFirst Inc. has been established by the member utilities in order to improve efficiencies and customer service through collaboration, innovation and technology.
5. The CustomerFirst group of utilities are guided by respect for each member's shareholders and the communities which they serve.
6. The Board of Directors of the Corporation recommends that the Corporation acquire shares in CustomerFirst Inc.
7. The Corporation is of the opinion and belief that it is in the best interests of the Corporation, its affiliated companies and the City that the Corporation invest in CustomerFirst Inc.

Resolution

BE IT RESOLVED THAT approval is hereby given for the Corporation to purchase shares in the newly established utility collaboration company, CustomerFirst Inc. in the form of 1 Class A voting share for \$5,000.00 and 33,058 non-voting Class B shares for \$330.58, for a total investment of \$5,330.58.

The undersigned being the sole Shareholder of the Corporation hereby signs the foregoing resolution pursuant to the provisions of the Business Corporations Act (Ontario) this **15th day of December, 2014.**

The Corporation of the City of Sault Ste. Marie

Per: _____
Christian Provenzano, Mayor

Per: _____
Malcolm White, City Clerk

RESOLUTION OF THE SHAREHOLDER OF PUC INC.

Financing for Capital Projects

Background

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4. Pursuant to paragraph (g) of Schedule A to the Shareholder Agreement as revised April 27, 2009 between the Corporation and the City the borrowing of money in excess of \$5,000,000.00 by the Corporation or its subsidiary requires the approval of the City.

Resolution

BE IT RESOLVED THAT the borrowing of money by Distribution as set forth in the Term Sheet and the delivery of the security required in support thereof is hereby approved subject to the terms and conditions defined in the Term Sheet as may be revised from time to time.

The undersigned being the sole Shareholder of the Corporation hereby signs the foregoing resolution pursuant to the provisions of the Business Corporations Act (Ontario) this **15th day of December, 2014.**

The Corporation of the City of Sault Ste. Marie

Per: _____
Christian Provenzano, Mayor

Per: _____
Malcolm White, City Clerk



MEMORANDUM

DATE: December 11, 2014
TO: Mayor Provenzano and Members of City Council, City of Sault Ste. Marie
c.c. Joseph M. Fratesi, C.A.O., City of Sault Ste. Marie
FROM: Dominic Parrella, President & C.E.O., PUC Services Inc.
SUBJECT: **2014 Third Quarter Shareholder Report**

Attached please find the Quarterly Shareholder Report for the period January 1 to September 30, 2014.

I will be available at the Council meeting to answer any questions you may have.

A handwritten signature in black ink, appearing to read 'D. Parrella', is positioned above a horizontal line.

Dominic Parrella, P.Eng.
President & C.E.O.
PUC Services Inc.

Attachments: 2014 Third Quarter Shareholder Report
2014 Third Quarter Financial Summaries

PUC INC. & PUC SERVICES INC.
2014 Third Quarter Shareholder Report

PUC SERVICES INC.

Up until July 3rd we had achieved 371 days free of any lost time incidents. Unfortunately, one of our field operators suffered an injury to his foot that required immediate surgery, three days in hospital and approximately 12 weeks recovery before returning to modified work. A thorough investigation was conducted and follow-up action plan is in place to ensure such an accident does not happen again.

Operation of the two city wastewater treatment plants remained in compliance with provincial requirements during the past quarter.

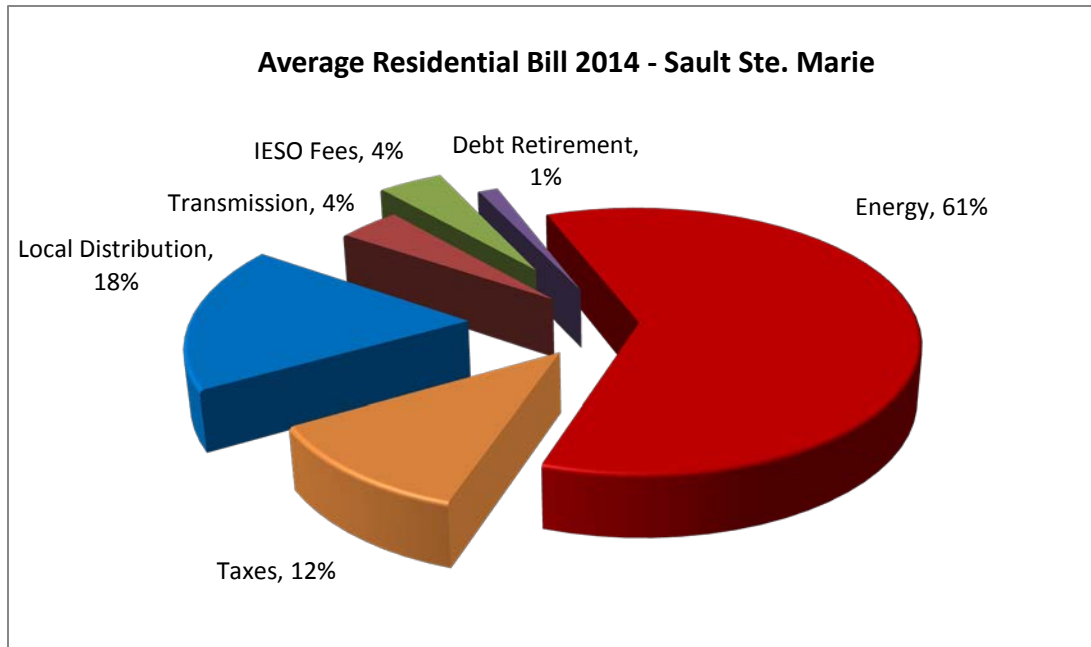
Furthermore, operations related to the other 17 service contracts managed by PUC Services outside Sault Ste. Marie for electric, water and wastewater systems remained in compliance with provincial regulations.

PUC DISTRIBUTION INC.

Electricity purchases (i.e. the energy we purchase from the IESO and embedded generators that is consumed by our customers and the distribution system) were down 4.6% in the third quarter compared to 2013. However, year-to-date purchases are up 1.8% from last year at this time. System peak demand during the third quarter was 85.9 MW which occurred in July. The 2013 third quarter peak demand was 104.7 MW which also occurred in July. (All quantities are adjusted to recognize embedded generator contributions)

Distributed generation (i.e. primarily the large solar farms within the city limits) supplied approximately 18% of the total energy consumed by PUC customers for the quarter. These generators also supplied approximately 21% of the system peak demand for the month of July. In 2013, distributed generation contributed 25% of the peak demand for the third quarter.

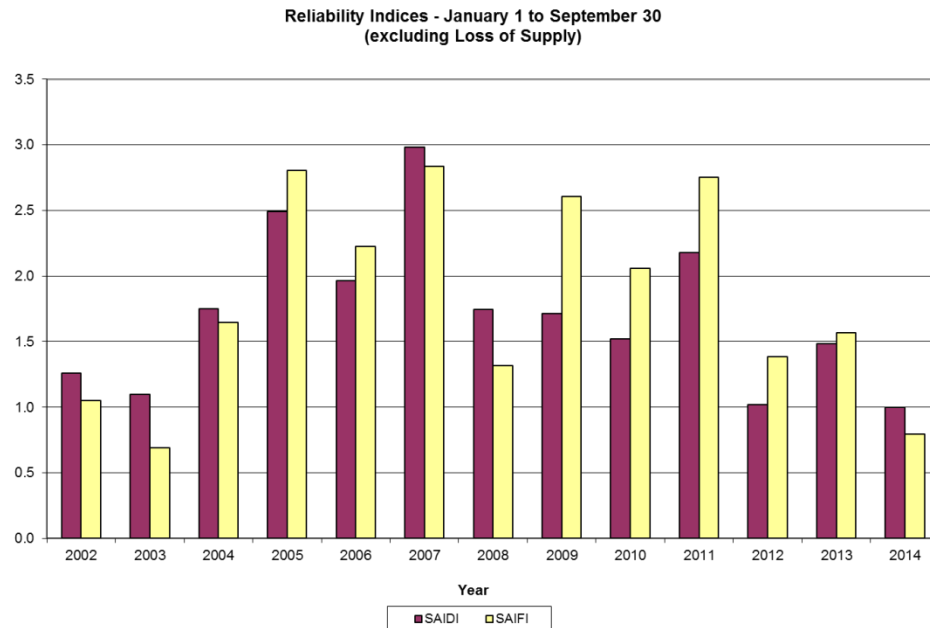
The pie chart below provides a break-down of the components that comprise the average residential electricity bill in Sault Ste. Marie as of May 1, 2014. The largest component is the Energy portion at 61% of the total bill. The only part of the bill that is retained by PUC Distribution is the “Local Distribution” charge that comprises approximately 18% of the total bill. The rest of the bill is turned over to the Province.



PUC Distribution is required by the OEB to track and report service reliability indices that measure system outage statistics for the electrical distribution system. These indices include the system average interruption duration index (SAIDI), the system average interruption frequency index (SAIFI) and the customer average interruption duration index (CAIDI), which is the ratio of SAIDI to SAIFI. All planned and unplanned outages lasting more than one minute must be reported. The indices are affected by factors such as customer density, the age and condition of the distribution system, susceptibility to lightning and other weather related impacts, the speed of response by crews and the scope of the supervisory and data acquisition (SCADA) systems deployed.

Comparison of power outages from one quarter to another can vary widely, due primarily to seasonal effects. Review of reliability indices for the first nine months of 2014 indicates improved performance compared to the same period last year.

Average interruption duration (SAIDI) for 2014 to the end of September decreased 33% over the same period in 2013, while average interruption frequency (SAIFI) decreased 49%. The chart below compares SAIDI and SAIFI at the end of the third quarter since 2002.



WATER SYSTEM OPERATIONS

Metered water consumption for the third quarter decreased 4.6% compared to the third quarter of 2013. Consumption for the year to date is down 3.3% from last year at this time. The peak day water consumption for the third quarter was 41,939 cubic meters which occurred on August 7th. Last year the peak day consumption for the third quarter was 46,615 cubic meters.

Each year we track the number of watermain breaks as a measure of distribution system condition. The counting season starts November 1st each year and continues until October 31st of the following year.

So far this counting year, a total of 167 watermain breaks/leaks have been repaired to the end of September. In comparison, total annual counts for other high break years are as follows:

- 168 breaks in 1993/1994 (to the end of October)
- 191 breaks in 2002/2003 (to the end of October)

As noted in previous reports, this past winter was one of the harshest on record with respect to ground frost conditions which directly translate into the high watermain break count. Each winter there are a number of watermain breaks that go undetected because the water does not come to surface. In order to minimize the potential for adverse situations this coming winter due to such undetected breaks, we brought in a leak detection firm to carry out a leak detection survey of the entire distribution system. It was an excellent decision as 34 previously undetected leaks were discovered. These consisted of 13 watermain leaks, 14 water service leaks and 7 hydrant leaks, dispersed across the entire system.

We continued throughout the third quarter to carry out planned unidirectional flushing

activities in both the east and west ends of the city. As previously communicated to the general public, it is critical to the success of the Water Quality Improvement Strategy that we complete as much of the system as possible before startup of the new advanced water treatment processes.

Unfortunately, as reported in the last quarter, approximately 1,400 households in the east end of the city were adversely impacted by a Boil Water Advisory during July in conjunction with the flushing activities. While setting up the next zone to be flushed, field activities resulted in over-pressuring the distribution system causing four simultaneous watermain breaks centered around the area of Dacey Road and Queen Street East. This led to a low pressure situation in the area which required a Boil Water Advisory, in accordance with provincial regulations. The Advisory was issued by order of Algoma Public Health on Monday July 14th and rescinded Sunday July 20th after bacteriological testing proved the water system had not been compromised.

We continue to make good progress on implementing the Water Quality Improvement Strategy announced in February 2014. In August we issued a call-for-tenders for the installation of the two advanced treatment methods outlined in Stage 1 of the Project. In September the construction contract was awarded to Cecchetto and Sons Ltd. and construction is currently in progress. Once completed (by this year-end) and properly stabilized, PUC customers should experience significant improvement in the taste and odour of the water. Furthermore the occurrence of discoloured water should be greatly reduced.

Also last quarter, we established the baseline benchmark for assessing improvement in customer satisfaction with the city's drinking water with the release of the results of the Ipsos Reid public opinion poll. The results were presented by Ipsos Reid at the regular Council meeting on August 11th. The complete survey and results are available on the PUC website at this link:

<http://www.ssmruc.com/index.cfm?fuseaction=content&menuid=101&pageid=1088>

The survey found that overall satisfaction with the quality of the city's drinking water, as of May 26, 2014 continues to be fairly low at 52% and has not changed since 2012. However, a majority of residents (62%) feel that the water as it is today (mid-May) is 'acceptable' to them, also unchanged from 2012. The lowest survey ratings for the city's drinking water came from residents in Wards 1 and 2 who, unfortunately, have experienced ongoing issues with discoloured water.

Once the new treatment processes are complete and in service by year-end, we will spend most of 2015 fine-tuning water chemistry, monitoring water quality and tracking customer satisfaction with the improvements. A second water quality survey will be conducted late in the year, probably in November 2015. The results of this follow-up survey will be used in conjunction with all other available information to assess the overall level of customer satisfaction with the improved water quality in order to help decide whether or not it is necessary to proceed with Stage 2 of the Water Quality Improvement Strategy. Stage 2 would involve the addition of ultraviolet disinfection at the wells in order to revert to the use of chloramine in the distribution system.

Communications with City Council and all our customers regarding the project status and key milestones reached is an important element of the project implementation. Regular

monthly updates have been provided to the public since April and are posted on PUC's website at the same link noted above. In addition, the attached 'bill stuffer' was included with the September bills that were delivered to every customer.

FINANCIAL STATUS

PUC Distribution's net income to the end of the third quarter was \$725,277 on revenues of \$14,902,183 compared to forecasted net income of \$1,296,270 and revenues of \$14,963,280 in the budget. Expenses of \$14,176,906 for the year-to-date were \$509,897 (i.e. 3.7%) over budget. For the same period in 2013, net income was \$1,899,188, revenues were \$15,083,944 and expenses were \$13,033,791.

PUC Services had net loss of \$49,684 for the first three quarters compared to a forecasted loss of \$422,875 in the 2014 budget. Expenses were \$223,027 under budget, primarily due to the timing of contract expenses (chemicals, lab fees, insurance, software, etc.). Revenues for 2014 totaled \$13,015,864, which were \$150,164 greater than budgeted. Net loss for the same period in 2013 was \$110,266 on revenues of \$11,648,500.

Unconsolidated PUC Inc. revenue for the first nine months of 2014 was \$1,613,410 which was received in the form of related party interest payments. Expenses of \$1,570,616 were primarily interest payable to the City. There was a net gain of \$42,795 to the end of the third quarter.

The Water Commission had a net operating margin of \$730,390 for the first nine months on revenues of \$13,246,426 compared to a forecasted margin of \$1,941,667 and revenues of \$13,519,796 in the budget. This large variance from forecast is primarily due to \$965,454 higher than forecasted operating expenses due to the large number of watermain breaks and frozen services caused by the severe frost conditions experienced this past winter. In comparison, revenue for the first nine months of 2013 was \$12,310,453, yet the net operating margin was \$1,845,616.

Have You Heard About the PUC's Water Quality Improvement Project?



DEVELOPING THE SOLUTION

The PUC has been making changes to Sault Ste. Marie's drinking water for more than 10 years now in order to satisfy Provincial regulations. In 2013, recognizing the current water quality issues affecting our customers were unacceptable, the PUC commissioned a comprehensive study to research, investigate and recommend treatment options to solve the water quality problems. Wanting to ensure the public was involved in this process the PUC assembled a Steering Committee made up of; City Councillors, PUC staff, MOE and Algoma Public Health officials, engineering consultants, and members of the public. The goal of this committee was to provide valuable public input and consultation throughout the course of the study, which was completed in early 2014. The results were presented to the public on February 3rd, 2014 during a City Council meeting. Based on the findings of that study and input from the Steering Committee the PUC immediately moved forward with the Water Quality Improvement Project outlined below.

WATER QUALITY IMPROVEMENT PROJECT (2 STAGE PROCESS)

Stage 1: 2014

- Remove the Lorna Wells from day-to-day service by mid-2014 (wells remain available for peak demand)
- Implement recommended advanced treatment methods to harmonize pH levels and improve corrosion control across the distribution system by year-end
- Assess the potential to increase capacity at the Shannon and Steelton well sites by adding a second well at each site
- Assess the potential for increasing production at the water treatment plant
- Continuously monitor and evaluate consumer satisfaction with the new advanced treatment methods

Stage 2: 2015 - 2017

- Complete construction to bring additional capacity on-line at Shannon and Steelton (i.e. Class EA, design, approvals, and construction)
- If water quality still hasn't reached desired levels, begin and complete processes to implement UV primary and chloramine secondary disinfection
- Initiate and complete construction to provide additional capacity at the water treatment plant
- Permanently abandon the Lorna wells

FREQUENTLY ASKED QUESTIONS

WHAT EXACTLY IS PUC DOING TO THE WATER TO IMPROVE IT?

Our first step in improving the water quality was removing the Lorna Wells from day-to-day service. The composition of the water from this well site was one of the main contributors to taste, odour and colour problems. Next we are implementing new advanced treatment methods that will harmonize the pH levels and improve corrosion control in the distribution system, thereby improving taste, odour and colour.

With the Lorna wells removed from service, the water system will require additional production capacity. It is anticipated that additional capacity can be obtained by constructing a second well at either/both the Shannon and Steelton well sites and by increasing the capacity of the existing water treatment plant.

Should significant water quality issues persist after the first stage, we will implement the second stage of the Project. This stage involves implementing a new UV (ultraviolet) disinfection system to provide primary disinfection and using chloramine as the secondary disinfectant which should provide incremental improvement for taste and odour.

FREQUENTLY ASKED QUESTIONS CONTINUED

WHEN CAN I EXPECT CLEAR WATER TO COME OUT OF THE TAP?

We are committed to improving the quality of our city's water and are confident there will be continuous improvement to the quality of drinking water starting with the first stage of the plan in 2014.

WHAT EXACTLY IS PUC ADDING TO THE WATER?

The recommended advanced treatment methods involve incorporating soda ash (sodium carbonate) and carbon dioxide into the treatment process to adjust and harmonize pH levels across the entire system. Soda ash is very similar to everyday baking soda and is a common food additive, used in many foods such as chocolate milk, baked goods, beer and wine. Carbon dioxide (CO₂) is used in carbonated beverages.

Also, a corrosion inhibitor, blended phosphates, will be added in order to reduce the amount of lead in the water at the customer's tap. Phosphates are another class of food additives that are also added to many familiar foods, including cereals, coffee and tea, flour, coconut milk and many more.

Soda ash, phosphates and carbon dioxide are commonly added to drinking water by water utilities throughout North America and Europe. While they impart no direct taste, odour or colour to drinking water, adding them at very low concentrations can help improve all of these things – and help reduce lead at the tap.

Once the levels have stabilized we will see a marked improvement in the colour, taste and odour of our city's water.

WHAT IS THE TOTAL COST OF THIS PROJECT?

The cost to implement the first stage of the Project is approximately \$2.7 million. The cost for the second stage is approximately \$4 million. The total cost to fully implement this Project is estimated at \$6.7 million. These are budgetary estimates that will be further refined through the detailed engineering phase.

HOW MUCH WILL THIS PROJECT COST ME?

It is important to remember the PUC is not supported by tax money, either provincially or municipally. Treating and delivering water to residents is done at cost with no profit built in. If the Water Quality Improvement Project is fully implemented, it would mean a temporary increase of approximately \$2.70 per month or \$32.40 per year for each customer over a period of ten years.

While work on the Water Quality Improvement Project is well underway, costs will be phased in over the time it takes to carry out the work. Unfortunately it is difficult to predict exactly how and when actual costs will be incorporated into future rate increases. The amounts listed here are only preliminary estimates and are subject to change.

WHERE CAN I FIND MORE INFORMATION REGARDING THIS PROJECT?

More information can be found on the PUC website: www.ssmruc.com

"I sincerely apologize for the inconvenience and disruption caused by the ongoing discoloured water issue. I realize how impactive these events can be to our customers, especially those in the east end of the city. I want to reassure you that I take this issue very seriously and staff have been aggressively implementing the outlined solution since it was announced in February. Unfortunately, there is no easy, simple fix. Implementing the solution is a complex task and it will take quite a few more months to complete the first stage."

- Dominic Parrella, President & CEO, PUC Services Inc.



A Proud Community Partner Since 1917

PUC Services Inc.

500 Second Line East, SSM, ON
705-759-6500

www.ssmruc.com

PUC
QUARTERLY FINANCIAL SUMMARIES
September 30, 2014



PUC Inc.

STATEMENT OF REVENUES AND EXPENSES

For the Quarter Ending September 30, 2014



Tuesday, October 28, 2014

	YTD Actual 2014	YTD Budget 2014	YTD Variance 2014	Annual Budget 2014
Revenue				
Interest - Related Party	1,613,410	1,612,765	645	2,151,214
Miscellaneous Interest	0	0	0	0
Total Revenue	1,613,410	1,612,765	645	2,151,214
General and Administrative Expenses	92,693	158,019	(65,326)	208,442
Interest Related Party	1,451,190	1,451,190	(0)	1,934,920
Interest Related Party	0	0	0	0
Payment in Lieu of Taxes	26,733	0	26,733	0
Total Expenses	1,570,616	1,609,209	(38,593)	2,143,362
Income (Loss)	42,795	3,556	39,238	7,852

PUC Distribution Inc.

STATEMENT OF REVENUES AND EXPENSES

For the Quarter Ending September 30, 2014



Tuesday, October 28, 2014

	YTD Actual 2014	YTD Budget 2014	YTD Variance 2014	Annual Budget 2014
Revenue				
Distribution Revenue	12,226,257	12,300,652	(74,395)	16,890,234
Miscellaneous Revenue	2,675,926	2,662,628	13,299	3,426,635
Total Revenue	14,902,183	14,963,280	(61,096)	20,316,869
Cost of Power				
Cost of Power Revenue	50,279,818	54,188,548	(3,908,730)	73,227,768
Cost of Power Expense	50,279,818	54,188,548	(3,908,730)	73,227,768
Net Cost of Power	0	(0)	0	0
Operating Expenses	4,134,730	3,989,592	145,139	5,529,970
General and Administrative Expenses	5,015,181	4,742,808	272,373	6,254,022
Depreciation	2,775,000	2,773,890	1,110	3,700,000
Interest Expense	2,208,558	2,160,720	47,837	2,865,420
Payment in Lieu of Taxes	43,437	0	43,437	0
Total Expenses	14,176,906	13,667,010	509,897	18,349,413
CDM Program				
CDM Revenue	731,893	1,290,167	(558,274)	1,720,291
CDM Expenses	731,893	1,290,167	(558,274)	1,720,291
Total CDM Program	0	0	0	0
Income (Loss)	725,277	1,296,270	(570,993)	1,967,456

PUC Services Inc.

STATEMENT OF REVENUES AND EXPENSES

For the Quarter Ending September 30, 2014



Tuesday, October 28, 2014

	YTD Actual 2014	YTD Budget 2014	YTD Variance 2014	Annual Budget 2014
Revenue				
Contract Revenue	4,192,505	4,042,453	150,052	5,389,644
Management Fee Revenue	8,602,522	8,605,882	(3,360)	11,045,626
Miscellaneous Revenue	220,838	217,365	3,472	290,000
Total Revenue	13,015,864	12,865,700	150,164	16,725,270
Operating Expenses	3,466,539	3,787,467	(320,928)	4,941,214
General and Administrative Expenses	7,731,286	7,633,498	97,788	9,764,039
Depreciation	1,425,000	1,424,430	570	1,900,000
Interest Expense	442,723	443,180	(457)	589,980
Payment in Lieu of Taxes	0	0	0	0
Total Expenses	13,065,548	13,288,575	(223,027)	17,195,233
CDM Program				
CDM Revenue	110,598	275,473	(164,876)	367,881
CDM Expenses	110,598	275,473	(164,876)	367,881
Total CDM Program	0	0	0	0
Income (Loss)	(49,684)	(422,875)	373,192	(469,962)

Public Utilities Commission of Sault Ste. Marie
STATEMENT OF REVENUES AND EXPENSES
For the Quarter Ending September 30, 2014



Tuesday, October 28, 2014

	YTD Actual 2014	YTD Budget 2014	YTD Variance 2014	Annual Budget 2014
Operating Revenue				
Water Sales	\$12,873,697	\$13,257,157	(\$383,460)	\$17,305,758
Miscellaneous	\$372,730	\$262,639	\$110,091	\$350,050
Total Operating Revenue	\$13,246,426	\$13,519,796	(\$273,370)	\$17,655,808
 Total Operating Expenses	 \$6,921,437	 \$5,955,983	 \$965,454	 \$7,886,535
Total General and Administrative Expenses	\$3,867,985	\$3,893,208	(\$25,223)	\$5,186,424
Depreciation	\$1,650,000	\$1,650,220	(\$220)	\$2,200,000
Interest Expense	\$76,614	\$78,719	(\$2,104)	\$105,000
Total Expenses	\$12,516,036	\$11,578,129	\$937,907	\$15,377,959
Net Operating Margin	\$730,390	\$1,941,667	(\$1,211,277)	\$2,277,849

TORONTO STAR

ESTABLISHED 1892 — JOSEPH E. ATKINSON, PUBLISHER 1899 - 1948

> DIGITAL DIVIDE

Getting kids connected

A lot of time, study and money has been spent making sure lower-income kids receive a good education.

But a new barrier threatens to divide the haves from the have-nots at school — and later on in their careers.

It's a lack of access to home computers and affordable, fast connections to the Internet. In 2012, almost 98 per cent of the top income households were connected to the Internet, compared to only 58 per cent of those earning less than \$30,000.

A home computer and Internet connection may sound like a luxury, but study after study shows it's a necessity to help kids from lower-income families keep up at school.

Pew Research, a leading U.S. think-tank, found that 56 per cent of teachers face a "major challenge" incorporating more digital tools into their teaching, because of low-income kids' lack of access. And 84 per cent of teachers agree digital technologies are leading to greater disparities between affluent and disadvantaged schools and school districts.

A London School of Economics study found providing home Internet access to low income households closes the gap in use, "potentially reducing disadvantage." It also found kids who have Internet access at home spend more time online, providing them with "higher levels of online skills and self-efficacy."

Interestingly, home computers may also keep kids out of trouble. A PCs for People study found kids who can connect to the Internet at home were 6 to 8 per cent more likely to graduate from high school than those who couldn't. Why? Simply by giving them something constructive to do that engages their interest. It's a source of entertainment, as well as an educational opportunity.

All of this is why ACORN Canada (the Association of Community Organizations for Reform Now), which represents low- and moderate-income families, is holding back-to-school "actions" across the country this coming week.

Plans include setting up fake Internet cafés outside Bell Canada offices in Toronto and forming a lineup from the Ottawa Public Library to Parliament Hill with three goals in mind. The first is to highlight the problem. The second is to ask the Canadian Radio-television and Telecommunications Commission to invest in breaking down the digital divide for low income kids (as they recently did for rural Canadians). The third is to pressure broadband providers to create \$10-a-month Internet connection packages for all low-income families. It's not a pipe dream.



Research shows that children without access to computers and the Internet are suffering

Rogers Communications, to its credit, rolled out a \$10 connection program in 2013 for 58,000 low-income families living in Toronto Community Housing.

Educators are stepping in, too. Peel District School Board, for example, partnered with computer companies to provide low-cost tablets and refurbished computers to low-income families and now is reaching out to Internet providers "to level the playing field," says Carla Pereira, acting manager of communications.

That's because teachers recognize libraries can't fill the gap.

Ashley Morris, a single mom of 7-year-old Owen and 2-year-old Charlotte, proves the point. When Owen has homework to do, she lugs both kids to the library through a "not great neighbourhood" at night. Even then, Owen may have to line up to use the computer and it doesn't give him time for other creative activities.

Using computers is not just about doing homework, but about "a growing experience with using technology and supporting learning in other ways," says Heather Mathis, the acting director of Toronto's branch libraries.

ACORN's protests should prompt Canada's major Internet connectors — companies such as Rogers, Bell, Telus, and TekSavvy — to work out programs for low-income families to narrow the digital divide.

It's not just an investment in young people, but one in Canada's future economic competitiveness. Let's get our kids connected. All of them.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-251

APPOINTMENTS: (A1.3) A by-law to appoint Federico Pozzebon as Chief Building Official and Property Standards Officer and to repeal By-law 2006-68.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie pursuant to the *Building Code Act, 1992*, SO 1992, c 23 **ENACTS** as follows:

1. **APPOINTMENT – CHIEF BUILDING OFFICIAL AND PROPERTY STANDARDS OFFICER**

Federico Pozzebon is hereby appointed Chief Building Official and Property Standards Officer.

2. **BY-LAW 2006-68 REPEALED**

By-law 2006-68 is hereby repealed.

3. **EFFECTIVE DATE**

This by-law becomes effective on December 22, 2014.

PASSED in open Council this 15th day of December, 2014.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

cf/Staff/By-laws/2014/2014-251 Appointing Freddie Pozzebon

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-236

AGREEMENT: (AG79) A by-law to authorize the execution of a Lease Amending and Extension Agreement between the City and Rogers Communications Inc. to amend and extend the Lease Agreement dated the 20th day of October, 2009 with respect to property known as 363 Second Line West, Sault Ste. Marie, Ontario.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement between the City and Rogers Communications Inc., copy of which is attached as Schedule "A" hereto. This agreement amends and extends the Lease Agreement dated the 20th day of October, 2009 with respect to property known as 363 Second Line West, Sault Ste. Marie, Ontario, for a term of 5 years commencing December 1, 2014 and expiring November 30, 2019.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 15th day of December, 2014.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

SCHEDULE "A"

LEASE AMENDING AND EXTENSION AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(the "Landlord")

- and -

ROGERS COMMUNICATIONS INC.
(the "Tenant")

WHEREAS:

- A. The Landlord and the Tenant, entered into a lease agreement dated the **20th day of October 2009** (the "Lease"), with respect to a certain real property municipally known as **363 Second Line West, Sault Ste. Marie, Ontario** (the "Property") more particularly described in the Lease;
- B. The Landlord and Tenant have agreed to amend and extend the Lease as hereinafter provided.

THEREFORE in consideration of the mutual covenants, terms, conditions and agreements contained herein the Landlord and the Tenant agree as follows:

1. **Demise and Term**

The Landlord hereby leases to the Tenant the Property for and during the term of five (5) years commencing on the **1st day of December 2014** and **expiring on the 30th day of November 2019** (the "First Extension Term").

2. **Rent**

During the First Extension Term, the Tenant shall pay the Landlord an annual rent of **Nine Thousand Two Hundred Dollars (\$9,200.00)**, to be paid in installments of **Seven Hundred Sixty Six Dollars and Sixty Seven Cents (\$766.67)**, payable monthly in advance plus applicable taxes.

3. **Option for Additional Extension Term**

The Landlord irrevocably grants to the Tenant the option to further extend the Term for one (1) further and consecutive period of five (5) years, commencing the **1st day of December 2029**. The option shall be deemed to be exercised by the Tenant unless the Tenant gives notice in writing at least 30 days prior to the expiry of the term or any extension period as the case may be stating that it elects not to exercise such option.

4. **Rent Payable During The Extension Terms**

During the Second Extension Term, the Tenant shall pay the Landlord an annual rent of **Ten Thousand Dollars (\$10,000.00)**, to be paid in installments of **Eight Hundred Thirty Three Dollars and Thirty Three Cents (\$833.33)**, payable monthly in advance plus applicable taxes.

During the Third Extension Term, the Tenant shall pay the Landlord an annual rent of **Ten Thousand Eight Hundred Dollars (\$10,800.00)**, to be paid in installments of **Nine Hundred Dollars (\$900.00)**, payable monthly in advance plus applicable taxes.

During the Fourth Extension Term, the Tenant shall pay the Landlord an annual rent of **Eleven Thousand Six Hundred Dollars (\$11,600.00)**, to be paid in installments of **Nine Hundred Sixty Six Dollars and Sixty Seven Cents (\$966.67)**, payable monthly in advance plus applicable taxes.

5. **Assignment of Lease**

The Landlord shall not assign the Lease or any interest therein without the Tenant's prior written consent, except to a principal lender or purchaser of the Property.

6. **Application of Lease**

The Landlord and Tenant acknowledge and agree that except as otherwise provided herein this agreement shall be on the same terms and conditions as the Lease and the capitalized terms herein unless otherwise provided shall have the same meaning as ascribed to them in the Lease. All other terms and conditions of the Lease remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto executed this agreement as of the date written below.

Dated this _____ day of _____, 2014

ROGERS COMMUNICATIONS INC.

Per: _____
Name: Ron Joe
Title: Director, Network Implementation

I have the authority to bind the Corporation.

FORM APPROVED TO CONTENT
<i>Jonathan Berson</i>
Per: ROGERS REAL ESTATE

Dated this _____ day of _____, 2014

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: _____
Name: Christian Provenzano
Title: Mayor

~~I have the authority to bind the Corporation~~

Per: _____
Name: Malcolm White
Title: City Clerk

We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-237

TRAFFIC: (P3.3) A by-law to amend Schedules “A, F, G, L and V” of Traffic By-law 77-200.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie, pursuant to the provisions of section 10 of the *Municipal Act, 2001*, S.O., 2001 c.25 and amendments thereto, **ENACTS** as follows:

1. **SCHEDULE “A” OF BY-LAW 77-200 AMENDED**

Schedule "A" of By-law 77-200 is amended by deleting the following:

“Boston Avenue		In turnaround		Nov. 1 st to Apr. 30 th
Caesar Road	north	West limit of 64 Caesar Rd.	East limit of 64 Caesar Rd.	Nov. 1 st to Apr. 30 th
Chestnut Street	west	Railroad Avenue	Pardee Avenue	Nov. 1 st to Apr. 30 th
Douglas Street	north	Sixth Avenue	Fifth Avenue	Nov. 1 st to Apr. 30 th
Douglas Street	south	Fourth Avenue	Second Avenue	Nov. 1 st to Apr. 30 th
Elizabeth Street	east	Wellington Street	183m North of Breton Rd	Nov. 1 st to Apr. 30 th
Elm Avenue	northwest	John Street	Langdon Cres.	Nov. 1 st to Apr. 30 th
Elm Avenue	southeast	John Street	Langdon Cres.	Nov. 1 st to Apr. 30 th
Ferguson Avenue		In turnaround		Nov. 1 st to Apr. 30 th
First Avenue	west	Douglas Street	Connaught Avenue	Nov. 1 st to Apr. 30 th
Gladstone Avenue	east	Bruce Street	McNabb Street	Anytime Dec. 15 th to Apr. 30 th
King Street	north	Bruce Street	100 metres east of Bruce St	Nov. 1 st to Apr. 30 th
Morrison Avenue	northwest	Strand Avenue	Opposite northwest limit of Lot 51 Moffley “B” subd.	Nov. 1 st to Apr. 30 th

Morrison Avenue	southwest	Strand Avenue	Northwest limit of Lot 51 Moffley "B"	Nov. 1 st to Apr. 30 th
Pardee Avenue	south	North Street	Walnut Street	Nov. 1 st to Apr. 30 th
Royal York Blvd	east	Queen Street East	River Road	Anytime Nov. 1 st to Apr. 30 th
Sixth Avenue	west	Douglas Street	Wallace Terrace	Nov. 1 st to Apr. 30 th
Third Avenue	west	Douglas Street	Devon Road	Nov. 1 st to Apr. 30 th
Kohler Street	east	Queen St	23m North of Queen St	any time
Kohler Street	east	Queen St	Wellington St	0900 hrs. to 1000 hrs. 1500 hrs. to 1600 hrs.
Kohler Street	east	24m south of Wellington St E	101m south of Wellington St E	0800 hrs. to 1700 hrs. Saturdays, Sundays & Holidays excepted
Kohler Street	east	58 m north of Queen St	118m north of Queen St	any time
Kohler Street	east	162m north of Queen St	192m north of Queen St	any time
Huntington Park	west	Wellington St E.	North limit	0900 hrs. to 1000 hrs. 1400 hrs. to 1500 hrs. Saturdays, Sundays and holidays excepted; September 1st to June 15 th
Huntington Park	east	Wellington St E	South limit of driveway to Civic No.12 Huntington Pk	0900 hrs. to 1000 hrs. 1400 hrs. to 1500 hrs. Saturdays, Sundays and holidays excepted; September 1st to October 31st April 1st to June 15 th
Huntington Park	east	South limit of driveway to Civic No. 12 Huntington Pk.	North limit of Huntington Pk.	0900 hrs. to 1000 hrs.; 1400 hrs. to 1500 hrs., Saturday, Sunday & holidays excepted; Sept. 1 st to June 15 th
Grosvenor Avenue	south	Dufferin Street	Easterly intersection with Trelawne Avenue	any time

Ontario Avenue	north		30m east of Simpson St.	30m west of Simpson St.	any time
Trelawne Avenue	north and west		Wilson Street	15m north of Wilson St.	any time
Trelawne Avenue	north and west		North limit of Civic No. 20	Dufferin Street	any time
Trelawne Avenue	both		Dufferin Street	Easterly dead end near Bruce St	November 1 st to Apr. 30 th
Trelawne Avenue	north and east		Westerly dead end near Bruce Street	East limit of Civic No. 120	any time
Trelawne Avenue	east		North limit of Civic No. 162	110m south of Civic No. 162	any time
Trelawne Avenue	east		110m south of Civic No. 162	Fauquier Ave.	0900 hrs. to 1000 hrs. 1400 hrs. to 1500 hrs. April 1 st to October 31 st
Trelawne Avenue	west		South limit of Civic No 173 (Loebs)	Fauquier Ave	0900hrs to 1000 hrs. 1400 hrs. to 1500 hrs. Monday to Friday
Trelawne Avenue	west		South limit of Civic No 165	5m south of lane	any time
Wellington Street West	north		St. Andrew's Terrace	St. George's Avenue	0800 hrs. to 0900 hrs. 1500 hrs. to 1600 hrs."

Schedule "A" of By-law 77-200 is amended by adding the following:

Street	Side	From	To	Prohibited Times or Days
"East Street	west	50m north of Bay Street	77m north of Bay Street	any time
Elm Avenue	northwest	John Street	Langdon Cres.	Nov. 1 st to Apr. 30th
Elm Avenue	southeast	John Street	Langdon Cres.	Nov. 1 st to Apr. 30th
Grosvenor Avenue	south	Dufferin Street	Bruce Street	any time
Grosvenor Avenue	south	Bruce Street	East limit Civic 123	any time
Morrison Avenue	north	Hargreaves	North Street	Nov. 1 st to Apr. 30th

		Avenue			
Morrison Avenue	south	Hargreaves Avenue	North Street	Nov. 1 st to Apr. 30th	
Trelawne Avenue	north and south	Dufferin Street	Dead End	Nov. 1 st to Apr. 30 th	

2. SCHEDULE “F” OF BY-LAW 77-200 AMENDED

Schedule “F” of By-law 77-200 is amended by deleting the following:

Intersection	Direction of Traffic	Stop Street
“Caesar Road & Nicolas Avenue	easterly	Caesar Road”

3. SCHEDULE “G” OF BY-LAW 77-200 AMENDED

Schedule "G" of By-law 77-200 is amended by deleting the following:

Intersection or other Location

“Queen Street East and Kohler Street”

Schedule "G" of By-law 77-200 is amended by adding the following:

Intersection or other Location

“Second Line East and Black Road”

4. SCHEDULE “L” OF BY-LAW 77-200 AMENDED

Schedule “L” of By-law 77-200 is amended by deleting the following:

Street	Between
“Queen St. E.	Woodward Ave & Simpson Street”

5. SCHEDULE "V" OF BY-LAW 77-200 AMENDED

Schedule "V" of By-law 77-200 is amended by adding the following:

Street	Side	From	To	Period
"Kohler Street	east	South Limit of civic 112	North limit of civic 138	15 minutes
Wellington Street West	north	St. Andrew's Terrace	St. George's Avenue	2 hours"

6. EFFECTIVE DATE

This by-law is effective on the day of its final passing.

PASSED in open Council this 15th day of December, 2014.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-238

AGREEMENT: (F2(1)) A by-law to authorize the execution of an agreement between the City and the Sault Area Hospital to continue to partner with the Sault Area Hospital for the purpose of training and certifying paramedics in intravenous initiation.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated November 13, 2014 between the City and the Sault Area Hospital, a copy of which is attached as Schedule "A" hereto. This agreement is to continue to partner with the Sault Area Hospital for the purpose of training and certifying paramedics in intravenous initiation.

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 15th day of December, 2014.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

**Affiliation Agreement
Student Clinical Placements/Fieldwork Experiences**

Between

**SAULT AREA HOSPITAL
Sault Ste. Marie, ON**

Hereinafter called "the Agency"

And

**The Corporation of the City of Sault Ste. Marie
Hereinafter called "the City"**

AGREEMENT to be made effective the

13th day of November, 2014

WHEREAS the Agency has offered to provide certain facilities for the training experiences of paramedics employed by the City.

AND WHEREAS the City is conducting training programs for paramedics which require practical experience.

NOW THEREFORE in consideration of the sum of One (\$1.00) Dollar and other valuable consideration now paid by each party to the other, the Parties hereto agree as follows:

DEFINITIONS

In this Agreement, the following terms shall have the following meaning ascribed to them:

"Manager" means the Manager of the Emergency Medical Services Division for the City of Sault Ste. Marie Fire Service;

"Paramedic" means a paramedic employed by the City

NOW THEREFORE IN CONSIDERATION of the premises and the terms, conditions, covenants and promises hereinafter contained it is agreed by and between the parties as follows:

1. This Agreement shall be effective the 13th day of November 2014 for a period of three years at which time it will be reviewed. Either party may discontinue the agreement by giving at least six months notice in writing of termination. Neither party shall be entitled to make any claim for damages incurred as a result of the termination, whether direct, consequential or otherwise.
2. In the event of circumstances beyond the control of the Agency, such as a community disaster, a strike, a fire or other situations in which the continued provision of facilities under this Agreement would substantially interfere with the Agency's primary duty of care to its clients, the Agency reserves the right to suspend performing its obligation

under this Agreement immediately and until such time as the Agency determines that the educational facilities are again suitably available for use.

3. The Agency shall permit the paramedic and his or her Manager to enter into the areas of the placement for the purpose of the training experiences at times of the day, days of the week and in numbers acceptable to the Agency, but such permission shall always be subject to the terms and conditions as hereinafter provided in this Agreement and/or any Amendment thereto.
4. **The Agency shall:**
 - a) Provide copies to the City of the Agency vision, mission, values and organizational charts
 - b) retain overall responsibility for the care, treatment and safety of all clients in the Agency and all its obligations under this Agreement shall be subject thereto at all times;
 - c) maintain access to an up-to-date policies and procedures manual in each area where the paramedics are training and ensure that these are made available to the paramedics and Manager;
 - d) in keeping with this responsibility for client care, have the right to intervene in those instances where a paramedic may be functioning in a manner considered by the Agency to be of potential danger to the well-being of the client or contrary to the Agency's regulations, rules, policies, or procedures; and, if necessary, will report the incident to the City;

- e) have the right to refuse or suspend the use of the facilities to any person or persons from the City for causes deemed in its sole discretion to be justifiable.
The Agency will then report the full circumstances of the incident to the City;
- f) co-operate with the Manager by assisting him/her in the evaluation of the paramedic during and at the end of each training experience;
- g) provide conference rooms or meeting places for educational purposes when possible.
- h) to indemnify the City, its Manager and paramedics participating in the training for any fault, error or omission on the part of the agency or its staff.
- i) upon request, provide the City with a certificate of insurance which provides proof of liability insurance

5. The City shall:

- a) Make all reasonable efforts to ensure that paramedics are properly qualified under the Ambulance Act, R.S.O. 1990, c. A.19 and the regulations thereunder and have completed the required prerequisite educational training prior to their participation in a training experience at the Agency;
- b) Ensure that the faculty and students become familiar with and observe:
 - i. the Agency's Mission, Vision, Values;
 - ii. the Agency's regulations, rules and policies;
 - iii. procedures of the Agency and of its departments including their requirements for orientation;

- iv. all relevant legislation.
-
- c) ensure that the paramedics observe the client's right to confidentiality and the Agency's responsibility to preserve this confidentiality in respect of all information both written and unwritten to which the paramedics may have access during the training experience and following its termination or completion;
 - d) ensure that the paramedics are covered by the Ontario Workplace Safety and Insurance Board. Parties hereto acknowledge that the Manager and paramedics are not employees of the Agency and that the Manager and all paramedics are covered under the Ontario Workplace Safety and Insurance Board as per the arrangements between the Ontario Workplace Safety and Insurance Board and the provincial and federal governments;
 - e) carry insurance acceptable to the Agency (minimum limit of \$5,000,000.00 liability insurance), sufficient to hold the Agency harmless from any bodily injury and property damage arising out of actions of the Manager or paramedics generally and particularly for:
 - i. injury to the Manager and paramedics and to clients, staff and visitors of the Agency;
 - ii. theft of, or damage to, the property of the Agency's clients, staff and visitors;
 - iii. liability for malpractice or negligence on the part of the Manager or paramedics
 - f) upon request, deposit with the Agency a certificate of insurance which provides proof of liability insurance.

- g) Provide information on behalf of the paramedics as requested with respect to documented proof of all required immunizations. Paramedics may also be required to be fit tested.
- h) report to the Agency instances where an Agency staff member may be functioning in a manner contrary to the Agency's regulations, rules, policies or procedures.

6. Indemnification

The Parties shall each indemnify and save harmless the other from and against all claims, losses, damages, judgments, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or attributable to any bodily injury to or death of a person or damage to or loss of property caused by any negligent act or omission on the part of the indemnifying party, its officers, employees, students, agents or volunteers arising out of this Agreement.

7. The Agency and the City shall share a written plan based on discussion and mutually decided matters relating to:

- a) the desirable faculty/paramedic ratio for the training area;
- b) the days and times at which paramedics can be in each area;
- c) the selection of training experiences for paramedics;
- d) a general plan for the use of placement facilities in the Agency, including the following:
 - i. dates;
 - ii. times;
 - iii. areas to be used;
 - iv. approximate number of paramedics in each area;
 - v. expected outcomes of the training experience.

8 General

- a) If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- b) This Agreement represents the entire understanding of the Parties with respect to the subject matter hereof and supersedes and merges herein all prior negotiations, understandings, representatives, and prior agreements between the Parties with respect to the services provided. No change, waiver, modification, or amendment of this Agreement shall be binding or of any effect unless in writing duly signed by the Party against which such change, waiver, modification or amendment is sought to be enforced.

9 Contact information

All notices under this Agreement shall be given as follows:

To the City:	Marcel Provenzano Fire Chief Sault Ste. Marie Fire Services 72 Tancred Street Sault Ste. Marie, ON P6A 2W1
To the Agency:	Lori Bertrand, Chief Nursing Officer Sault Area Hospital 750 Great Northern Road Sault Ste. Marie, ON P6A 0A8 (705) 759-3434, ext. 5535

Signed for:

Sault Area Hospital



Ila Watson, VP Human
Resources and Transformation

Nov 13/14

Date



Lori Bertrand
Chief Nursing Officer

Nov 13/14

Date

We have the authority to bind the
Sault Area Hospital

Signed for:

Corporation of the City of Sault Ste. Marie

Mayor C. Provenzano

Date

Malcolm White
City Clerk

Date

We have the authority to bind the
Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-239

FINANCING: (F1.3) A by-law to authorize the borrowing of \$10,000,000 to meet current expenditures until taxes are collected.

WHEREAS the Council of The Corporation of the City of Sault Ste. Marie deems it necessary to borrow the sum of \$10,000,000 to meet, until the taxes are collected, the current expenditures for the year 2015; and

WHEREAS the total amount of the estimated revenues of the Corporation for the year 2014, not including revenues derived or derivable from the sale of assets, borrowings or issues of debentures or from a surplus, including arrears of taxes and proceeds from the sale of assets, is estimated to be in excess of \$184,187,000.

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie, pursuant to Subsection 407 of the *Municipal Act, 2001*, chapter M.45 and amendments thereto, **ENACTS** as follows:

1. The Mayor and the Treasurer are hereby authorized, on behalf of the Corporation, to borrow from time to time by way of promissory note from the City's Banker or any person, a sum or sums not exceeding \$10,000,000 to meet, until the taxes are collected, the current expenditures of the Corporation for the year, including the amounts required for the purposes mentioned in Subsection 407 of the *Municipal Act, 2001* and to give on behalf of the Corporation to the Bank or lender, a promissory note or notes, sealed with the corporate seal and duly signed for the moneys so borrowed, with interest, which may be paid in advance or otherwise, with interest at the Bank's prescribed lending rate or other persons' lending rate from time to time.
2. All the sums borrowed pursuant to the authority of this by-law, as well as all other sums borrowed in this year and in previous years from the said Bank or lender for any or all of the purposes mentioned in the said Subsection 407 shall, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year and for all preceding years as and when such revenues are received.
3. The Treasurer is hereby authorized and directed to apply in payment of all sums borrowed as aforesaid, together with interest thereon, all of the moneys hereafter collected or received either on account or realized in respect of taxes levied for the current year and preceding years or from any other source which may lawfully be applied for such purpose.

4. This by-law is effective January 1st, 2015.

PASSED in open Council this 15th day of December, 2014.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

d:\CITYDATA\LEGALDEPT\LEGAL\STAFF\BYLAWS\2014\2014-239 FINANCING (BORROWING-CURRENT EXPENDITURES)-
F1.3DOC.DOC

Schedule to By-law 2014-239

E-FORM 348 (04/2009)

ONTARIO MUNICIPAL CORPORATIONS TEMPORARY BORROWING BY-LAW

The Corporation of the City of Sault Ste. Marie (the "Municipality") By-law No. 2014-239 being a by-law to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2015.

WHEREAS Section 407 of the *Municipal Act, 2001*, as amended, provides authority for a council by by-law to authorize the head of council or the treasurer or both of them to borrow from time to time, such sums as the council considers necessary to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the year; and

WHEREAS the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the Municipality, except with the approval of the Municipal Board, is limited by Section 407 of the *Municipal Act, 2001*;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF SAULT STE. MARIE ENACTS AS FOLLOWS:

1. The head of council or the treasurer or both of them are hereby authorized to borrow from time to time during the fiscal year (hereinafter referred to as the current year) such sums as may be necessary to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the current year.

2. The lender(s) from whom amounts may be borrowed under authority of this by-law shall be **Royal Bank of Canada** and such other lender(s) as may be determined from time to time by by-law of council.

3. The total amount which may be borrowed at any one time under this by-law plus any outstanding amounts of principal borrowed and accrued interest under Section 407 together with the total of any similar borrowings that have not been repaid, shall not exceed from January 1 to September 30 of the current year, 50 percent of the total estimated revenues of the Municipality as set out in the budget adopted for the current year, and from October 1 to December 31 of the current year, 25 percent of the total of the estimated revenues of the Municipality as set out in the budget adopted for the current year or \$10,000,000 whichever is less.

4. The treasurer shall, at the time when any amount is borrowed under this by-law, ensure that the lender is or has been furnished with a certified copy of this by-law, (a certified copy of the resolution mentioned in section 2 determining the lender,) if applicable, and a statement showing the nature and amount of the estimated revenues for the current year and also showing the total of any other amounts borrowed from any and all sources under authority of section 407 of the *Municipal Act* that have not been repaid.

5. a) If the budget for the current year has not been adopted at the time an amount is borrowed under this by-law, the statement furnished under section 4 shall show the nature and amount of the estimated revenues of the Municipality as set forth in the budget adopted for the previous year and the nature and amount of the revenues received for and on account of the current year.

b) If the budget for the current year has not been adopted at the time an amount is borrowed under this by-law, the limitation on borrowing set out in section 3 shall be calculated for the time being upon the estimated revenues of the Municipality as set forth in the budget adopted for the previous year less all revenues received for and on account of the current year.

6. For purposes of this by-law the estimated revenues referred to in section 3, 4, and 5 do not include revenues derivable or derived from, a) any borrowing, including through any issue of debentures; b) a surplus, including arrears of taxes, fees or charges; or c) a transfer from the capital fund, reserve funds or reserves.

7. The treasurer be and is hereby authorized and directed to apply in payment of all or, any sums borrowed under this by-law, together with interest thereon, all or any of the moneys hereafter collected or received,

Schedule to By-law 2014-239

either on account of or realized in respect of the taxes levied for, the current year and previous years or from any other source, that may be lawfully applied for such purpose.

8. Evidences of indebtedness in respect of borrowings made under section 1 shall be signed by the head of the council or conform to the treasurer or both of them.

9. The Bank shall not be responsible for establishing the necessity of temporary borrowing under this by-law or the manner in which the borrowing is used.

10. This by-law shall take effect on the final day of passing.

Enacted and passed this 15th day of December 2014.

Mayor
Christian Provenzano

City Clerk
Malcolm White

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-240

FINANCING: (F1.3) A by-law to authorize the borrowing of \$15,000,000 to finance capital expenditures for short and long term purposes for The Corporation of the City of Sault Ste. Marie and \$6,200,000 for the Public Utilities Commission of the City of Sault Ste. Marie.

WHEREAS Section 401 of the *Municipal Act, 2001* states a municipality may borrow money or incur a debt for municipal purposes and may issue debentures for the money borrowed or for the debt; and

WHEREAS the Council of The Corporation of the City of Sault Ste. Marie deems it necessary to borrow the sum of \$15,000,000 for short and long term purposes, the capital expenditures of the Corporation under its construction by-laws shown on Schedule "A" hereto; and

WHEREAS the Public Utilities Commission of the City of Sault Ste. Marie deems it necessary to borrow the sum of \$6,200,000 for short and long term purposes;

WHEREAS the total amount of the estimated revenues of the Corporation for the year 2014 not including revenues derived or derivable from the sale of assets, borrowings or issues of debentures or from a surplus, including arrears of taxes and proceeds from the sale of assets is estimated to be in excess of \$184,187,000;

THEREFORE the Council of The Corporation of the City of Sault Ste. Marie hereby **ENACTS** as follows:

- I. The Mayor and the Treasurer are hereby authorized on behalf of the Corporation to borrow from time to time by way of promissory note from the City's Banker or any person a sum or sums not exceeding \$15,000,000 for short and long term purposes to finance the capital expenditures of The Corporation of the City of Sault Ste. Marie under its construction by-laws as shown on Schedule "A" hereto, which schedule forms part of this by-law, and to give on behalf of the Corporation to the Bank or lender a promissory note or notes sealed with the corporate seal and duly signed for the moneys so borrowed with interest which may be paid in advance or otherwise, with interest at the bank's prescribed lending rate or other persons' lending rate from time to time.

2. The Public Utilities Commission of the City of Sault Ste. Marie is hereby authorized to borrow from time to time by way of promissory note from the City's Banker of any person a sum or sums not exceeding \$6,200,000 for short and long term purposes to finance the capital expenditures of the Public Utilities Commission of the City of Sault Ste. Marie.
3. All sums borrowed pursuant to the authority of this by-law as well as all other sums borrowed by the Corporation in this year and in previous years from the said Bank or lender and remaining unpaid shall, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year and for all preceding years as and when such revenues are received.
4. The Treasurer is hereby authorized and directed to apply in payment of all sums borrowed as aforesaid, together with interest thereon, all of the moneys hereafter collected or received either on account or realized in respect of taxes levied for the current year and preceding years or from any other source which may lawfully be applied for such purpose.
5. Long term purposes is defined as a loan with a fixed rate and term.

PASSED in open Council this 15th day of December, 2014.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

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Financial Information at December 15, 2014

Page 1 of 3

Schedule A to By-law 2014-240 The Corporation of the City of Sault Ste. Marie Financial Information at December 15, 2014
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Construction By-law	Estimated Capital Expenditure
Sub-total	13,785,000.00
2013-87 Fort Creek Aqueduct Replacement from Queen St. West to Albert St. West	2,947,733.64
2013-197 Constr. of Sanitary Sewer, Private Drain Connection and Class "A" Pavement on London St. from North St. to Tancred St.	1,723,000.00
2013-198 Constr. of Sanitary Sewer, Private Drain Connection and Class "A" Pavement on March St. from Queen St. E. to Wellington St. E.	1,108,000.00
2013-199 Constr. of Sanitary Sewer, Private Drain Connection and Class "A" Pavement on St. Andrews Terrace from John St. to North St.	1,730,000.00
2013-200 Constr. Of Sanitary Sewer, Private Drain Connection and Class "A" Pavement on Forest Ave. from The Crescent to Simpson St.	1,187,000.00
2014-36 Constr. Of Sanitary Sewer, Private Drain Connection and Class "A" Pavement on Simpson St. from Forest Ave. to Wellington St. East	287,000.00
2014-83 Constr. of Concrete Sidewalk on MacDonald Ave. from Civic 313 MacDonald Avenue to Pine Street	42,000.00
2014-216 Constr. Of Sanitary Sewer, Private Drain Connection and Class "A" Pavement on Huron St. from Bridge Plaza to Cathcart St.	1,724,800.00
	24,534,533.64

Schedule A to By-law 2014–240 The Corporation of the City of Sault Ste. Marie Financial Information at December 15, 2014
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Construction By-law		Estimated Capital Expenditure
Sub-total		24,534,533.64
2014-217	Constr. Of Sanitary Sewer, Private Drain Connection and Class "A" Pavement on McMeeken St. from Churchill Blvd. to Elizabeth St.	1,667,750.00
2014-218	Constr. Of Sanitary Sewer, Private Drain Connection and Class "A" Pavement on Upton Rd. from Queen St. East to Wellington St. East	2,216,000.00
		28,418,283.64

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-241

REMUNERATION: (L5.1) A by-law to repeal By-law 2011-4 (a by-law to amend By-law 86-134 regarding benefits for members of Council).

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

1. **BY-LAW 2011-4 REPEALED**

By-law 2011-4 is hereby repealed.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 15th day of December, 2014.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-242

AGREEMENT: (C2.13(6)) A by-law to authorize the execution of an agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for the Ontario Community Infrastructure Fund.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs, a copy of which is attached as Schedule "A" hereto. This agreement is for the Ontario Community Infrastructure Fund.

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 15th day of December, 2014.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

cf LEGAL\STAFF\BYLAWS\2014\2014-242 agreement

ONTARIO COMMUNITY INFRASTRUCTURE FUND – FORMULA-BASED COMPONENT

BETWEEN:

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

("Ontario")

– and –

The Corporation of the City of Sault Ste. Marie

(the "Recipient")

WHEREAS the Government of Ontario has created the Ontario Community Infrastructure Fund to: (1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financial tools to address critical infrastructure challenges and provide long-term support for rehabilitation and repair of core infrastructure for those in most need;

AND WHEREAS the Ontario Community Infrastructure Fund is composed of two (2) components: (1) the Application-Based Component; and (2) the Formula-Based Component;

AND WHEREAS the Formula-Based Component of the Ontario Community Infrastructure Fund is based on: (1) a municipality's local fiscal circumstances and its total core infrastructure assets with a minimum grant of twenty-five thousand dollars (\$25,000.00), where the recipient is an eligible municipality; or (2) a grant of twenty-five thousand dollars (\$25,000.00), where the recipient is an eligible Local Services Board;

AND WHEREAS the Recipient is eligible to receive funding under the Formula-Based Component of the Ontario Community Infrastructure Fund;

NOW THEREFORE, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt of sufficiency of which is expressly acknowledges, the Parties hereby agree as follows:

SECTION 1
INTERPRETATION

1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings described below.

"Aboriginal Group" includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“Adjust the Funds” means Ontario’s right to adjust, without limitation, any Funds provided to the Recipient under this Agreement.

“Agreement” means this agreement between Ontario and the Recipient, including all Schedules attached hereto.

“Annual Financial Report” means the document set out under Part B.2 of Schedule “B” of this Agreement.

“Arm’s Length” has the meaning given to it under the *Income Tax Act* (Canada) as in effect on the Effective Date of this Agreement.

“Auditor General” means the Auditor General of Ontario.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010* (Ontario).

“Business Day” means any day on which the Government of Ontario offices are generally open for business in the Province of Ontario.

“Communications Protocol” means the protocol set out under Schedule “G” of this Agreement.

“Conflict of Interest” includes any and all 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 could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to this Agreement.

“Consultant” means any person the Recipient retains to do work related to this Agreement.

“Contract” means a contract between the Recipient and a third party at Arm’s Length whereby the latter agrees to provide a good or service in return for financial consideration that may be claimed as an Eligible Cost under this Agreement.

“Effective Date” means the date set out at Part C.1 of Schedule “C” of this Agreement.

“Eligible Costs” means the costs described in Part E.1 of Schedule “E” of this Agreement.

“Event of Default” has the meaning given to it in section 15 of this Agreement.

“Expiration Date” means the date set out in Part C.2 of Schedule “C” of this Agreement.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act* (Ontario).

“First Nation” means a band, as defined under section 2(1) of the *Indian Act* (Canada).

“Fiscal Year” means the period beginning April 1st in any year and ending on March 31st of the following year.

“Funds” means the total amount of funding Ontario is providing in Canadian currency to the Recipient under this Agreement, subject to the terms and conditions of this Agreement.

“Indemnified Party” means Her Majesty the Queen in Right of Ontario, Her Ministers, directors, officers, agents, appointees and employees.

“Ineligible Costs” means the costs described under Part E.2 of Schedule “E” of this Agreement.

“Local Services Board” means a Local Services Board established under the *Northern Services Boards Act* (Ontario).

“Minister” means the Minister of Agriculture, Food and Rural Affairs.

“Ontario” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

“Parties” means Ontario and the Recipient.

“Party” means either Ontario or the Recipient, as the case may be.

“Project” means the project described in Part B.1 of Schedule “B” of this Agreement.

“Project Report” means the document set out under Part B.1 of Schedule “B” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

“Requirements of Law” means all applicable statutes, codes, acts, ordinances, orders, approvals, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability statutes, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability statutes are deemed to be Requirements of Law.

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

1.2 Reference To Statute Or Regulation. Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.

1.3 Singular/Plural And Gender Terms. Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and *vice versa* in each case as the context may permit or require.

1.4 Pronouns. Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun

shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.

- 1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

SECTION 2 THE AGREEMENT

- 2.1 The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

Schedule

- "A" Eligible Project Categories
- "B" Project Report and Annual Financial Report
- "C" Operational Requirements Under The Agreement
- "D" Financial Information For The Project
- "E" Eligible And Ineligible Costs
- "F" Aboriginal Consultation Requirements
- "G" Communications Protocol

- 2.2 Conflict.** In the event of a conflict between any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:
- (a) This document; and
 - (b) The Schedules attached to this document.

- 2.3 Expiration Date Of Agreement.** This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

SECTION 3 GENERAL ROLES AND RESPONSIBILITIES OF THE PARTIES UNDER THE AGREEMENT

- 3.1 Provision Of Funds.** Ontario agrees, subject to the terms and conditions of this Agreement to provide Funds up to the amount set out under Part D.1 of Schedule "D" of this Agreement to the Recipient in accordance with Part D.2 of Schedule "D" of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete any Project to which the Funds being provided under this Agreement have been directed.

- 3.2 Ontario's Role Under Agreement Strictly Limited To Providing Funds.** The Recipient acknowledges and agrees that Ontario's role is strictly limited to providing Funds and that Ontario will have no other involvement in any Project to which Funds are directed or their subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to any Project to which Funds are directed. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of any Project to which Funds are directed through recourse to a third party, court, tribunal or arbitrator.
- 3.4 Funds Limited To Specific Projects.** The Recipient shall only use the Funds being provided under this Agreement towards Projects that fall within the category of projects set out under Schedule "A" of this Agreement and those Projects have been set out under Part I of the Project Report, as set out under Part B.1 of Schedule "B" of this Agreement.
- 3.5 Recipient To Spend Funds By December 31 Of The Calendar Year.** The Recipient shall spend any Funds provided to it under this Agreement by December 31 of the calendar year in which the Funds was provided under this Agreement. Where the Recipient does not spend the Funds it was provided under this Agreement by December 31 of the calendar year in which the Funds were provided, Ontario may Adjust the Funds that Ontario is providing to the Recipient in the following year by the amount of the Funds that the Recipient did not spend by December 31 the previous calendar year, plus any interest that the Recipient earned on those Funds.
- 3.6 Responsibility For Project.** The Recipient acknowledges and agrees that the Recipient, as opposed to Ontario, is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of any Project to which Funds are directed. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of any Project to which Funds are directed through recourse to a third party, court, tribunal or arbitrator.
- 3.7 Asset Retention.** The Recipient shall comply with Part C.7 of Schedule "C" of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.
- 3.8 Behavior Of Recipient.** The Recipient shall carry out any Project to which Funds are directed in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.
- 3.9 Ontario Not Responsible For Recipient Obtaining Permits Or Approvals.** For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar

authorization that the Recipient may need or want in relation to any Project to which Funding is directed or to meet any terms or conditions under this Agreement

- 3.10 Ontario May Impose Additional Conditions On The Recipient.** Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient's operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

SECTION 4 FUNDS

- 4.1 Use Of Funds.** Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs.
- 4.2 Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution.** The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.
- 4.3 Interest Earned By Recipient.** The Recipient shall report to Ontario the amount of any interest earned on any Funds provided to the Recipient under this Agreement in accordance with Part B.2 of Schedule "B" of this Agreement. Ontario reserves the right to request the return of any interest that the Recipient earns on the Funds.
- 4.4 Cost Must Be An Eligible Cost.** For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part E.1 of Schedule "E" of this Agreement.
- 4.5 Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part E.2 of Schedule "E" of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.
- 4.6 Ontario May Declare Costs To Be Eligible.** Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part E.1 of Schedule "E" of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.
- 4.7 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement, Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.
- 4.8 Repayment Of Funds.** The Recipient shall repay Funds to Ontario where:
- (a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
 - (b) The Recipient still has Funds under its charge, management or control:

- (i) On January 1 of the following calendar year in which the Funds were provided, or
- (ii) Upon the expiry or termination of this Agreement; and
- (c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,

within fifteen (15) Business Days of receiving a written demand from Ontario.

- 4.9 *Insufficient Funds Provided By Legislature.*** If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.
- 4.10 *Ontario May Adjust The Funds.*** Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement.

SECTION 5 PAYMENT UNDER AGREEMENT

- 5.1 *Eligibility Of Costs Or Expenses.*** In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:
- (a) Must be reasonable;
 - (b) Must be directly related to the Project in which the Funds are directed;
 - (c) Must be an Eligible Cost;
 - (d) Must not be an Ineligible Cost; and
 - (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after the Effective Date of this Agreement for the first year and January 1 of each calendar year this Agreement is in effect and spent by December 31 of the same calendar year.
- 5.2 *Payment Of Funds.*** Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part D.2 of Schedule "D" of this Agreement.
- 5.3 *Conditions Precedent For Payment Of Funds.*** Despite section 5.2 and Part D.2 of Schedule "D" of this Agreement, Ontario may withhold the payment of any Funds to the Recipient until the Recipient has met the following further conditions precedent:
- (a) The Recipient has submitted to the Ministry of Municipal Affairs and Housing any outstanding Financial Information Returns by December 31 of each calendar year;
 - (b) The Recipient has submitted to the Ministry a copy of their asset management plan and any subsequent updates by December 31 of each calendar year
 - (c) The Recipient has:
 - (i) Where the Recipient has previously committed to making its asset management plan publically available under any other agreement it has entered into with Her Majesty the Queen in Right of Ontario, the Recipient has made its asset management plan public by:

- a. Posting its asset management plan on its website, if it has one, or
 - b. Made its asset management plan publicly available and has provided Ontario with information as to how it has made its asset management plan publicly available; or
- (ii) Where the Recipient has not previously committed to completing an asset management plan by December 31, 2014 under any other agreement it has entered into with Her Majesty the Queen in Right of Ontario, the Recipient has submitted a declaration certifying that the Recipient is committed to developing an asset management plan that includes all of the information and analysis described in *Building Together: Guide for Municipal Asset Management Plans*, by December 31, 2015;
- (d) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario's request;
- (e) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario's request; and
- (f) The Recipient has not or is not meeting any duty to consult with Aboriginal Groups requirements set out under this Agreement.

5.4 Withholding Payment Of Funds. Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient where:

- (a) Ontario is of the opinion that a Project in which the Funds are directed is not progressing in accordance with how other projects of a similar size and scope would progress under similar circumstances; and
- (b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance with any other agreements that the Recipient has entered into with Her Majesty the Queen in Right of Ontario where Ontario may be providing financial assistance to the Recipient, directly or indirectly, under that agreement. Where Ontario withholds the payment of any Funds to the Recipient, the following shall apply:
 - (i) Ontario has complete and absolute discretion to determine whether the Recipient is in compliance with the terms or conditions of any other funding agreements, such as the Municipal Infrastructure Investment Initiative and the Small, Rural and Northern Municipal Infrastructure Fund, whereby the Recipient is receiving, directly or indirectly, funding from Ontario;
 - (ii) Ontario shall continue to withhold any payments of any Funds to the Recipient under this Agreement until the Recipient has come into compliance with the terms and conditions of any other agreement whereby the Recipient receives, directly or indirectly, funding from Ontario; and
 - (iii) Ontario agrees that it will act reasonably when applying this section 5.4 of the Agreement and shall promptly notify the Recipient of any determinations made by Ontario with respect to the application of this section 5.4 of the Agreement.

SECTION 6
RECIPIENT'S REPRESENTATIONS, WARRANTIES, COVENANTS, ACKNOWLEDGEMENTS AND AGREEMENTS

6.1 Recipient's Representations, Warranties And Covenants. The Recipient represents, warrants and covenants that:

- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
- (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario's rights under this Agreement;
- (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;
- (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
- (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.

6.2 Governance. The Recipient represents, warrants and covenants that it has and shall maintain until the Expiration Date of this Agreement all legally necessary instruments to:

- (a) Establish a code of conduct and ethical responsibilities for the Recipient;
- (b) Establish procedures to ensure the ongoing effective functioning and continuance of the Recipient until the Expiration Date of this Agreement;
- (c) Establish decision-making mechanism;
- (d) Provide for the prudent and effective management of any Funds being provided under this Agreement;
- (e) Establish procedures to enable the timely identification of risks that would interfere with the Recipient meeting its obligations under this Agreement and strategies to address the identified risks;
- (f) Establish procedures to enable the preparation and delivery of all reports under this Agreement; and
- (g) Be responsible for other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

6.3 Additional Covenants. The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.

- 6.4 Recipient Shall Provide Proof Of Compliance Upon Ontario's Request.** The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.3 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part D.2 of Schedule "D" of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.3 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections 6.1 to 6.3 of this Agreement at any time during the Term of this Agreement.

SECTION 7

CONFLICT OF INTEREST AND CONFIDENTIALITY

- 7.1 No Conflicts Of Interest.** The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.
- 7.2 Disclosure Of Conflict Of Interest Situations.** The Recipient shall:
- (a) Disclose to Ontario, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest; and
 - (b) Comply with any terms and conditions that Ontario may impose as a result of the disclosure.
- 7.3 Ontario Bound By FIPPA.** The Recipient acknowledges that the provisions of the FIPPA and its regulations bind Ontario.

SECTION 8

INSURANCE

- 8.1 Recipient Shall Have Insurance.** The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense all necessary insurance that would be considered appropriate by a reasonable for the types of Projects in which Funds are being directed, including Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part C.3 of Schedule "C" of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Recipient's Commercial General Liability Insurance policy shall include:
- (a) The Indemnified Party as an additional insured 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;
 - (d) Products and Completed Operations Liability coverage;
 - (e) Employers Liability;
 - (f) Tenants Legal Liability (for premises/building leases only);

- (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation, termination or material change clause.

8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy. The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability for damages to property and injury to persons, including death, that may be brought against Ontario as a result of this Agreement.

SECTION 9 LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1 Exclusion Of Liability. In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.

9.2 Recipient To Indemnify Ontario. The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

9.3 Further Indemnification Of Ontario. The Recipient further agrees to indemnify and hold harmless the Indemnified Party from any general, compensatory, incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of their own gross negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or

employees where the third party entered into a Contract with the Recipient in relation to the Project;

- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

9.4 Recipient To Require Third Parties To Indemnify Ontario. The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.4 of the Agreement as against any third party.

9.5 Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties. The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.5 of the Agreement as against any third party.

SECTION 10 PROCUREMENT

10.1 Ontario Not Responsible For Claims Under Tender/Bidding Process. Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.

- 10.2 Competitive Procurement Process.** The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent, competitive process that ensures the best value for any Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the *Municipal Act, 2001* (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient obtains at least three (3) written quotes unless Ontario gives prior written approval. The requirement for a competitive process under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:
- (a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
 - (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for the equipment, services or supplies purchased.
- 10.3 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 this Agreement and the requirements of the BPSAA, the BPSAA shall apply.
- 10.4 Contracts.** The Recipient shall ensure that all Contracts:
- (a) Are consistent with this Agreement;
 - (b) Do not conflict with this Agreement;
 - (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
 - (d) Are managed in a way that is transparent, competitive and consistent with value for money principles
 - (e) Require that any third parties thereto comply with all Requirements of Law; and
 - (f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.
- 10.5 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible.** If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.
- 10.6 Goods And Services To Be Procured In Competitive Manner And At Price No Greater Than Fair Market Value.** Despite anything else contained in this section 10 of the Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.

- 10.7 Recipient To Keep Records Of Contracts.** The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices, statements, receipts and vouchers in relation to any Project in which Funds are directed for a period of at least seven (7) years after the Term of this Agreement.
- 10.8 Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient shall comply with all applicable requirements of Annex 502.4. In the event of any conflict between the requirements of any other provisions of this section 10 of the Agreement and the requirements of Annex 502.4, the requirements of Annex 502.4 shall apply to the extent of the conflict.

SECTION 11 ABORIGINAL CONSULTATION

- 11.1 Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations.** The Recipient hereby acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon Ontario satisfying any obligation it may have to consult with and, if required, accommodate any Aboriginal Group with an interest in any Project in which Funds are directed in order for the Project to proceed.
- 11.2 Recipient Ontario's Delegate For Purposes Of Consultation With Aboriginal Groups.** By entering into this Agreement, Ontario delegates the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to any Project in which Funds are directed to the Recipient as set out in Schedule "F" of this Agreement. The Recipient, by signing this Agreement, acknowledges that Ontario has delegated the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to any Project in which Funds are directed and accepts said delegation and agrees to act diligently as Ontario's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to any Project in which Funds are directed.
- 11.3 Recipient's Obligations In Relation To Consultations.** The Recipient shall:
- (a) Be responsible for consulting with any Aboriginal Group that has an interest in any Project in which Funds are directed on behalf of Ontario in accordance with Schedule "F" of this Agreement;
 - (b) Take directions from Ontario in relation to consulting with any Aboriginal Group with an interest in any Project in which Funds are directed as well as any other directions Ontario may issue in relation to consultations, including suspending or terminating any Project in which Funds are directed; and
 - (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in any Project in which Funds are directed in its Project Report, as set out under Part B.1 of Schedule "B" of this Agreement.
- 11.4 Recipient Shall Not Start Construction On Project Until Recipient Provides Evidence To Ontario That Notice Of The Project Has Been Given To Identified Aboriginal Groups.** The Recipient shall not commence or allow any third party to

commence construction on any aspect of any Project in which Funds are directed for forty-five (45) Business Days, or such other time as Ontario may direct, after it has provided Ontario with written evidence that the Recipient has sent notice about any Project in which Funds are directed to the Aboriginal Groups identified in accordance with Schedule "F" of this Agreement.

SECTION 12 COMMUNICATIONS

- 12.1 Recipient To Follow Communications Protocol.** The Recipient shall follow the Communications Protocol set out under Schedule "G" of this Agreement.

SECTION 13 REPORTS

- 13.1 Project Report.** The Recipient shall submit a Project Report for every Project it proposes to direct Funds under this Agreement toward, as set out under Part B.1 of Schedule "B" of this Agreement, to Ontario by the date indicated in Part C.4 of Schedule "C" of this Agreement and in accordance with the requirements set out under Part B.1 of Schedule "B" of this Agreement during the Term of this Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.
- 13.2 Annual Financial Report.** The Recipient shall submit an Annual Report, as set out under Part B.2 of Schedule "B" of this Agreement, to Ontario on the dates set out in Part C.5 of Schedule "C" of this Agreement and in accordance with the requirements set out under Part B.2 of Schedule "B" of this Agreement during the Term of this Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.
- 13.3 Additional Reports Upon Request.** The Recipient shall, upon Ontario's request in writing, collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.
- 13.4 Compliance Attestation.** The Recipient shall provide a compliance attestation in accordance with the following when any reports required under sections 13.1 to 13.3 of this Agreement is submitted:
- (a) Where the Recipient is a municipality, the compliance attestation shall be signed by the Recipient's Administrative Officer/Clerk or Treasurer.
 - (b) Where the Recipient is a LSB, the compliance attestation shall be signed by the Recipient's Chair or secretary.

SECTION 14
RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

- 14.1 Recipient's Obligations Under Agreement.** The Recipient:
- (a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to any Project in which Funds are directed in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and
 - (b) Shall maintain all non-financial documents and records relating to any Funds or otherwise to any Project in which Funds are directed, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.
- 14.2 Ontario May Inspect Recipient's Premises And Projects' Premises At Any Time.** Ontario reserves the right to inspect the Recipient's premises and any premises of any Project in which Funds are directed at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours' written notice and during normal business hours, enter the Recipient's premises to review the status of any Project in which Funds are directed and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to any Project in which Funds are directed.
- 14.3 Audits.** Ontario may, at its own expense, conduct audits of any Project in which Funds are directed. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.
- 14.4 Auditor General.** The Auditor General may, at the Auditor General's cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:
- (a) All records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and/or the use of the Funds; and
 - (b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.
- 14.5 Information.** The Recipient shall supply to Ontario, within ten (10) Business Days of receiving a written request, such information in respect of this Agreement or any Project in which Funds are directed as Ontario requests unless the request provides otherwise.
- 14.6 Provision Of Information Is A True Condition Precedent.** If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part D.2 of Schedule "D" of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement.

SECTION 15 DEFAULT AND TERMINATION

15.1 Events Of Default. Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

- (a) In the opinion of Ontario:
 - (i) The Recipient has provided false or misleading information to Ontario;
 - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably;
 - (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably;
 - (iv) The Recipient is unable to continue with any Project in which Funds are directed or the Recipient is likely to discontinue any Project in which Funds are directed;
 - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened;
- (b) 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; or
- (c) The Recipient ceases to operate.

15.2 Remedies On Default. Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

- (a) Ontario shall not have to provide any further Funds under this Agreement;
- (b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
- (c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

15.3 Additional Remedies. In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to Ontario at law, equity or under statute.

15.4 Waiver Of Event Of Default Must Be In Writing. Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.

- 15.5 Ontario's Discretion To Terminate Agreement.** Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.
- 15.6 Termination Of Agreement For Circumstances Beyond The Control Of A Party.** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.
- 15.7 Date of Termination.** In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

SECTION 16 GENERAL PROVISIONS

- 16.1 Terms Binding.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.
- 16.2 Representatives May Bind Parties.** The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.
- 16.3 Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 16.4 Agreement Binding.** This Agreement shall enure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.
- 16.5 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 set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.
- 16.6 Tolerance Of Indulgence Of Breach Not A Waiver.** Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.

- 16.7 Time Is Of The Essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.
- 16.8 Severability.** If any term or condition of this Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 16.9 No Assignment Of Agreement.** The Recipient shall not assign this Agreement to any other person unless the Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.
- 16.10 No Amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Parties.
- 16.11 Joint Authorship Of Agreement.** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.
- 16.12 Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.
- 16.13 Recipient Cannot Represent Ontario.** The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.
- 16.14 Consultants.** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents or Consultants, including the hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents and Consultants and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.
- 16.15 Lobbyists And Agent Fees.** The Recipient represents and warrants:
- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;

- (b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms and/or conditions of this Agreement; and
- (c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.

16.16 Debt Owning To Her Majesty The Queen In Right Of Ontario. Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to Her Majesty the Queen in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.

16.17 Her Majesty The Queen In Right Of Ontario May Charge Interest. Her Majesty the Queen in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

16.18 Set-Off By Ontario. In the event that the Recipient is indebted to Her Majesty the Queen in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by Her Majesty the Queen in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the *Financial Administration Act* (Ontario) or the *Financial Administration Act* (Canada).

16.19 Notice And Service Of Documents Under Agreement. Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, facsimile transmission or Email transmission and shall be addressed to Ontario and the Recipient respectively, as set out in Part C.6 of Schedule "C" of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or
- (b) In the case of personal delivery, facsimile transmission or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

16.20 Governing Law. This 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 in connection with this Agreement shall be conducted in Ontario.

16.21 Agreement Executed In Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.

16.22 Entire Agreement. This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to the subject matter of this Agreement has any legal effect. No representation or warranty, whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.

16.23 Survival. The provisions of this Agreement that by their nature survive the expiration or early termination shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 3 to 6, 9, 11 and 13 to 15; subsections 1.2 to 1.7, 2.2, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts C.6 and C.7 of Schedule "C" of this Agreement and Schedules "E" and "F"; along with all applicable defined terms within section 1, all cross-referenced provisions within the foregoing sections, subsections and Schedules.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

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

Name: George Borovilos
Title: Assistant Deputy Minister (A)

Date

I have the authority to bind the Crown pursuant to delegated authority.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Name: Mayor - Christian Provenzano
Title:

DEC 15 2014

Date

**AFFIX CORPORATE
SEAL**

DEC 15 2014

Name:
Title: **City Clerk - Malcolm White**

Date

I/We have the authority to bind the Recipient.

SCHEDULE "A"
ELIGIBLE PROJECT CATEGORIES

Eligible Projects include:

The development and implementation of asset management plans (e.g. software, training, inspections) for core infrastructure assets

Capital projects and capital maintenance for the renewal, rehabilitation and replacement of core infrastructure assets which include:

- Roads
 - o Paved Roads
 - o Unpaved Roads
 - o Street lighting and sidewalks may be included as eligible items when part of a road project.
- Bridges and Culverts
- Water
 - o Water Treatment
 - o Water Distribution/Transmission
- Wastewater
 - o Wastewater Treatment & Disposal
 - o Sanitary Sewer Systems
 - o Storm Sewer Systems (Urban and Rural)
 - o Note: Routine upgrades or improvements to storm water infrastructure and drainage are ineligible; an eligible project must eliminate or significantly reduce the potential for serious damages to adjacent critical infrastructure (e.g. roads, bridges).

Funds are not to be used for growth-related expansion projects (e.g., new subdivision infrastructure).

A Recipient may choose to transfer its yearly allocation to another eligible Recipient in the furtherance of a joint project. A Recipient will only be allowed to transfer Funds if the following are in place:

- The participating Recipients will need to inform Ontario that they are undertaking a joint project and put formal agreements in place for the joint project that provide details on the shared funding arrangement and reason for the transfer of Funds.
- The Project being funded is listed as a priority in the asset management plans of all Recipients involved in the Project.

SCHEDULE "B"

PROJECT REPORT AND ANNUAL FINANCIAL REPORT

PART B.1 – PROJECT REPORT

The Project Report shall indicate to the Ministry what Project the Recipient will use the Funds for. The Project Report contains two sections: (1) Proposed Project Reporting Table and (2) Annual Project Information Update. The Recipient must submit a separate Project Report for every Project proposed to utilize the Funds.

PROPOSED PROJECT REPORTING TABLE

Section A of the applicable Project Report must be submitted 45 Business Days prior to the start of any construction or no later than March 31st of each calendar year.

Should the Recipient require a revision in the Project set out in the Project Report; the Recipient shall revise the Project Report and submit an updated Project Report as soon as possible to the Ministry and prior to any construction being undertaken on the Project. The Recipient shall note that the Project has been changed from the original Project Report.

ANNUAL PROJECT INFORMATION UPDATE

Section B of the applicable Project Report must be submitted no later than December 31st of each calendar year.

There are two (2) Project Reports:

- Project Report A: Road Resurfacing or Asset Management Projects
- Project Report B: Other Eligible Projects

For Projects involving asset management or road resurfacing, use report "A".

Road resurfacing is defined as a road Project where the land will not be disturbed, altered or affected through excavation (i.e., no increase in width, change in alignment, etc.) except for the removal of the current surface and the installation of a new surface.

For all other Projects use report "B".

PART B.2 – ANNUAL FINANCIAL REPORT

The Recipient shall provide an annual financial update to the Ministry in the form prescribed no later than December 31st of each calendar year.

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PROJECT REPORTS

ONTARIO COMMUNITY INFRASTRUCTURE FUND – FORMULA COMPONENT
PROJECT REPORT A – ROAD RESURFACING OR ASSET MANAGEMENT PROJECTS



Municipality / L56 Name	2T			
Contact Name	2T	Title	2T	
Email	2T	Phone Number	2T	Date 2T

SECTION A: PROPOSED PROJECT REPORTING TABLE

Section A must be filled out and submitted to the ministry 45 Business Days prior to the start of any construction or no later than March 31st. Once the project is completed or if your annual update is due Section B of this report should be completed. A separate report should be filled out for every project you are planning to utilize Formula Component Funds for. If plans change and a new project is selected to utilize program funds, then an updated Project Report is required to be submitted to the Ministry.

PART 1: PROJECT DESCRIPTION INFORMATION

For each project, ensure that the following table is filled out:

Project Category	☐ Road Resurfacing (does not include any changes to the road, strictly removal of current surface and replacement of the surface) ☐ Asset Management <i>Choose only one category</i>				
Project Title	<i>Insert a project title (no more than 10 words please)</i>				
Project Description	<i>Insert a description of the project. Historic details are not necessary only what you plan on doing.</i>				
Project Location (include the entire site of work)	Street Address / Cross Roads	<i>Insert information here</i>	City / Town	<i>Insert information here</i>	
Estimated Total Project Cost	Longitude	<i>Insert information here</i>	Latitude	<i>Insert information here</i>	
Proposed Start Date	<i>Insert date MM/DD/YYYY</i>	Formula Funds Expected to be Utilized	<i>Insert dollar value</i>		
		Proposed Completion Date	<i>Insert date MM/DD/YYYY</i>		

SECTION B: ANNUAL PROJECT INFORMATION UPDATE

This section must be filled out when the above project is completed or annually at a minimum and submitted to the ministry no later than December 31st.

PART 1: PROJECT ACTIVITIES

1. What is the current status of the above project?	☐ In Progress - Ahead of Schedule ☐ In Progress - On Schedule ☐ In Progress - Behind Schedule ☐ Completed ☐ Not Proceeding
2. Is there any variance between the project description noted above and the actual project completed or in progress?	☐ No ☐ Yes If Yes, please describe:

PART 1: PROJECT ACTIVITIES**3. For Asset Management Projects – What area did you focus your asset management efforts on?**

- ☐ State of local infrastructure (i.e., inventory of assets, valuation of assets, asset condition, etc.)
☐ Desired levels of service (i.e., performance measures, targets, timeframes, etc.)
☐ Asset management strategy (i.e., action plans, procurement methods, strategy risks, etc.)
☐ Financing strategy (i.e., expenditure forecasts, historic comparative analysis, etc.)

4. For Road Resurfacing Projects – As detailed in your asset management plan (AMP), what was the priority of the project using this funding?

- ☐ Over due to be completed?
☐ Due to be completed this year?
☐ Due to be completed in the next year?
☐ Due to be completed in the next 2-5 years?
☐ Due to be completed in the next 5+ years?
☐ Was not detailed in plan, Please specify: _____

5. Please indicate which of the following benefits you have experienced or anticipate for your municipality as a result of the project. Provide details where possible.

	At project completion	Anticipated (1-2 years out)	Details
Asset Management Plan is now a comprehensive plan for all core infrastructure	☐ Yes ☐ No	☐ Yes ☐ No	
Addressed urgent public health and safety issues.	☐ Yes ☐ No	☐ Yes ☐ No	
Highest priority items in Asset Management Plan addressed earlier than planned.	☐ Yes ☐ No	☐ Yes ☐ No	
Other? Please specify.	☐ Yes ☐ No	☐ Yes ☐ No	

PART 2: FINANCIAL UPDATE FOR THE CURRENT CALENDAR YEAR

Actual Total Project Costs	\$xxx
Actual Formula Funds Utilized on Eligible Project (from Section A)*	\$xxx
Closing Balance of Unspent Funds to Date	\$xxx

* This dollar value is the amount to be identified in your Annual Financial Report

NOTE: Supporting documentation for any financial figures in this report shall be provided to OMAFRA upon request and should be retained as per Section 11.7 of the Contribution Agreement.

PART 3: DUTY TO CONSULT DECLARATION

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

Declaration required for all Projects:

Confirmation provided to the Province of Ontario indicating that there has been no communication from any Aboriginal ☐ Yes ☐ No

Groups and that there were no items of cultural significance to aboriginal groups discovered with respect to this project.

PART 4: ATTESTATION

By inserting a name, title and date below, the Recipient warrants that:					
1. The information provided herein and in any document attached is accurate and complete; and					
2. It is in compliance with all of the terms and conditions of the Agreement.					
Name	2T	Title	2T	Date	2T

ONTARIO COMMUNITY INFRASTRUCTURE FUND – FORMULA COMPONENT PROJECT REPORT B – OTHER ELIGIBLE PROJECTS



Municipality / LSB Name	2T		
Contact Name	2T	Title	2T
Email	2T	Phone Number	2T
		Date	2T

SECTION A: PROPOSED PROJECT REPORTING TABLE

Section A must be filled out and submitted to the ministry 45 Business Days prior to the start of any construction or no later than March 31st. Once the project is completed or if your annual update is due Section B of this report should be completed. A separate report should be filled out for every project you are planning to utilize Formula Component Funds for. If plans change and a new project is selected to utilize program funds, then an updated Project Report is required to be submitted to the Ministry.

PART 1: PROJECT DESCRIPTION INFORMATION

For each project, ensure that the following table is filled out:

Project Type	☐ Rehabilitation ☐ Replacement ☐ Renewal <i>Note : Expansion Projects are not eligible under OCIF</i>		
Project Category	☐ Water ☐ Wastewater ☐ Roads (other than resurfacing) ☐ Bridges <i>Choose only one category</i>		
Project Title	<i>Insert a project title (no more than 10 words please)</i>		
Project Description	<i>Insert a description of the project. Historic details are not necessary only what you plan on doing.</i>		
Project Location (include the entire site of work)	Street Address / Cross Roads	<i>Insert information here</i>	City / Town
	Longitude	<i>Insert information here</i>	Latitude
Estimated Total Project Cost	<i>\$ Insert dollar value</i>	Formula Funds Expected to be Utilized	<i>\$ Insert dollar value</i>
Proposed Start Date	<i>Insert date MM/DD/YYYY</i>	Proposed Completion Date	<i>Insert date MM/DD/YYYY</i>

PART 2: DUTY TO CONSULT ASSESSMENT QUESTIONS

These questions are intended to aid the Ministry of Agriculture, Food and Rural Affairs in meeting the Crown's duty to consult Aboriginal Communities. Aboriginal Communities include the Indian, Inuit and Métis peoples of Canada and any other group having Aboriginal or treaty rights under section 35 of the Constitution Act, 1982. It is important to note that consultations are an ongoing process. It is possible that Aboriginal Communities have brought or may bring forward new information in response to notifications that could affect Ontario's consultation obligations. It is important that Ontario be made aware of any new information so it can remain responsive throughout the consultation process. Please note that the Duty to Consult is relevant to all parts of the province whether a project is on reserve or municipal owned lands.

Environment & Geography	Does the municipality/LSB own the land, building(s) or works	<i>Insert response here</i>
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PART 2: DUTY TO CONSULT ASSESSMENT QUESTIONS		
	upon which the proposed project will be constructed or renovated?	
Regulatory decisions, approvals, licenses, authorizations, agreements, etc. by the federal or provincial government, including conservation authorities, municipal by-laws or orders or other such instruments.	Is the proposed project land going to be disturbed, altered or affected through excavation, deforestation, etc.? Will the proposed project require in-water work? Will it affect a watercourse or watershed and, if so, to what extent? Will the proposed project affect birds / fowl or other animals and their habitat? List any regulatory decisions/approvals etc. made or anticipated in relation to the proposed project. Include the type of approval, e.g. Municipal Class EA – Schedule B or whatever is relevant. Have any Aboriginal Communities been engaged in the decision/approval etc. process to date? If yes, please list the Aboriginal Communities and set out the nature of the consultation.	Insert response here
Known Assertions or Claims	Is the municipality aware of any historical or archaeological finds, etc. in the vicinity of the proposed project site?	Insert response here
	Is the municipality aware of any recent claims or assertions by Aboriginal Communities in connection with the proposed project site?	Provide list of Aboriginal Communities, concerns, assertions or claims expressed and actions taken in response.
	Has the municipality ever consulted Aboriginal Communities in the past about this or any of its infrastructure projects? Has any Aboriginal Community recently previously expressed a concern regarding other infrastructure projects the municipality has undertaken? If so, what was the concern and what was the outcome?	Insert response here

SECTION B: ANNUAL PROJECT INFORMATION UPDATE

This section must be filled out when the above project is completed or annually at a minimum and submitted to the ministry no later than December 31st.

PART 1: PROJECT ACTIVITIES**1. What is the current status of the above project?**

☐ In Progress - Ahead of Schedule ☐ In Progress - On Schedule ☐ In Progress - Behind Schedule ☐ Completed ☐ Not Proceeding

2. Is there any variance between the project description noted above and the actual project completed or in progress?

☐ No ☐ Yes

If Yes, please describe:

3. As detailed in your asset management plan (AMP), what was the priority of the project using this funding?

☐ Over due to be completed?

☐ Due to be completed this year?

☐ Due to be completed in the next year?

☐ Due to be completed in the next 2-5 years?

☐ Due to be completed in the next 5+ years?

☐ Was not detailed in plan, Please specify: _____

4. Please indicate which of the following benefits you have experienced or anticipate for your municipality as a result of the project. Provide details where possible.

	At project completion	Anticipated (1-2 years out)	Details
Addressed urgent public health and safety issues.	☐ Yes ☐ No	☐ Yes ☐ No	
Highest priority items in Asset Management Plan addressed earlier than planned.	☐ Yes ☐ No	☐ Yes ☐ No	
Other? Please specify.	☐ Yes ☐ No	☐ Yes ☐ No	

PART 2: FINANCIAL UPDATE FOR THE CURRENT CALENDAR YEAR

Actual Total Project Costs	\$xxx
Actual Formula Funds Utilized on Eligible Project (from Section A)*	\$xxx
Closing Balance of Unspent Funds to Date	\$xxx

*This dollar value is the amount to be identified in your Annual Financial Report

NOTE: Supporting documentation for any financial figures in this report shall be provided to OMAFRA upon request and should be retained as per Section 11.7 of the Contribution Agreement.

PART 3: DUTY TO CONSULT DECLARATION			
Please provide particulars as to how the requirements have been met under Schedule "F" of the Agreement.			
<u>Declaration required for all Projects:</u>			☐ Yes ☐ No
Confirmation provided to the Province of Ontario indicating that there has been no communication from any Aboriginal Groups and that there were no items of cultural significance to Aboriginal groups discovered with respect to this project.			
<u>Declaration required by Projects with additional Duty to Consult requirements as identified by Ontario:</u>			
Notice about this project, as well as a full project description, was provided to identified Aboriginal communities making them aware of the opportunity to express comments and concerns with respect to the following:			☐ Yes ☐ No
• the project; • adverse impacts on hunting, trapping, fishing and plant harvesting; and • any burial grounds or archaeological sites of cultural significance.			
The Province of Ontario was made aware of any issue(s) identified by any Aboriginal communities.			☐ Yes ☐ No
A copy of any correspondence/information between the Recipient and any Aboriginal communities was forwarded to the Province of Ontario.			☐ Yes ☐ No
PART 4: ATTESTATION			
By inserting a name, title and date below, the Recipient warrants that:			
1. The information provided herein and in any document attached is accurate and complete; and 2. It is in compliance with all of the terms and conditions of the Agreement.			
Name	2T	Title	2T
		Date	2T

ANNUAL FINANCIAL REPORT

ONTARIO COMMUNITY INFRASTRUCTURE FUND - ANNUAL FINANCIAL REPORT



Recipient Name:	
Contact Name, Title:	
Email:	
Phone:	

FUNDS RECEIVED FROM OCIF FORMULA COMPONENT
(refer to Schedule "D" of your Agreement)

\$ -

ADDITIONS TO THE FUNDING AMOUNT:

Add: Any interest earned on the funds received:

\$ -

(As per section 4.3 of your Agreement, recipients are required to provide the amount, if any, of the interest earned on the funds provided. Recipients are responsible for the calculation of interest earned.)

Add: Any amount(s) received from another Recipient's OCIF Allocation:
(Provide name of Municipality/Local Services Board and amount received)

Name of Municipality / LSB

1.		\$ -
2.		\$ -
3.		\$ -

TOTAL RECEIVED FROM OTHER RECIPIENTS:

\$ -

TOTAL FUNDS REQUIRED TO BE USED FOR PERIOD: \$ -

SUBTRACTIONS FROM THE FUNDED AMOUNT:

Subtract: Any OCIF allocation amount(s) transferred to another Municipality/LSB:
(Provide name of Municipality/Local Services Board and amount transferred)

Name of Municipality / LSB

1.		\$ -
2.		\$ -
3.		\$ -

TOTAL TRANSFERRED TO OTHER RECIPIENTS:

\$ -

Subtract: Total formula funds utilized on eligible projects:

(Provide project name and total formula funds used for the project(s). Projects should match what was submitted in Section B - Part 2 Financial Update section of your required Project Report(s))

Project Name

1.		\$ -
2.		\$ -
3.		\$ -
4.		\$ -
5.		\$ -

TOTAL FUNDS USED ON ELIGIBLE PROJECTS:

\$ -

TOTAL FUNDS TRANSFERRED OR SPENT: \$ -

CLOSING BALANCE OF FUNDS: \$ -

** As per section 3.5 of your Agreement, Ontario may adjust the amount provided in the following year by the amount of Funds not spent by December 31. If the balance of funds is greater than zero, you must ensure that you have provided an amount for interest earned above.*

ATTESTATION BY TREASURER/CLERK/CHIEF ADMINISTRATIVE OFFICER

By inserting a name, title and date below, the Recipient warrants that:

- The information provided herein and in any document attached is accurate and complete;
- Any interest earned (as noted under Additions to the Funding Amount above) has been used for costs associated with eligible projects or has been remitted to the Ministry; and
- The Recipient is in compliance with all of the terms and conditions of the Agreement.

Name		Date	
Title			

SCHEDULE "C"
OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

PART C.1 – EFFECTIVE DATE OF AGREEMENT

C.1.1 *Effective Date Of Agreement.* This Agreement is effective as of the date that the Minister signs it.

PART C.2 – EXPIRATION DATE

C.2.1 *Expiration Date Of Agreement.* Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2018.

PART C.3 – INSURANCE REQUIREMENTS

C.3.1 *Insurance Requirements.* The Recipient shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

PART C.4 – SUBMISSION OF PROJECT REPORT

C.4.1 *Submission Of Project Report.* The Recipient shall submit its Project Report in accordance with the following:

The Recipient shall submit section "A" of the applicable Project Report to Ontario 45 Business Days prior to the start of any construction or no later than March 31st of each calendar year.

The Recipient shall submit section "B" of the applicable Project Report to Ontario no later than December 31st of each calendar year.

PART C.5 – SUBMISSION OF ANNUAL REPORT

C.5.1 *Submission Of Annual Report.* The Recipient shall submit the Annual Financial Report and Part "B" of the Project Report for all applicable Projects to Ontario by December 31st of the year in which the Funds were received.

PART C.6 – NOTICE AND CONTACT

C.6.1 Notice And Contact Information. Notices under this Agreement shall be sent to the following persons at the following addresses:

To Ontario: Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2 Attention: Joel Locklin, Manager Telephone: 519-826-3791 Fax: 519-826-3398 Email: OCIF@ontario.ca	To Recipient: The Corporation of the City of Sault Ste. Marie 99 Foster Street, PO Box 580 Sault Ste. Marie, Ontario P6A 5X6 Attention: Joseph Fratesi Telephone: (705) 759-5388 Email: j.fratesi@cityssm.on.ca
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PART C.7 – ASSET RETENTION PERIOD

C.7.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement. The Recipient shall notify OMAFRA in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. The Recipient shall not dispose of any assets purchased, constructed, rehabilitated or improved by the Funds without the prior written consent of Ontario.

C.7.2 Asset Retention Period. The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.

SCHEDULE "D"
FINANCIAL INFORMATION FOR THE PROJECT

PART D.1 – PROVISION OF FUNDS

D.1.1 Funds Provided By Ontario. Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to the amount indicated in the table immediately below in Funds for Eligible Costs. Subject to sections 3.5 and 4.3 of this Agreement, the Recipient may also retain any interest earned upon those Funds

Funding Year	Annual Financial Assistance	Timeframe for Funds to be spent:
2015	\$ 435,343.00	January 1 - December 31, 2015
2016	\$ 435,343.00	January 1 - December 31, 2016
2017	\$ 435,343.00	January 1 - December 31, 2017

PART D.2 – PAYMENT OF FUNDS

D.2.1 Payment of Funds. Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:

Annual Financial Assistance is equal to or under \$150,000.00

Funding Year	100% Payment Date Range
2015	January – March 2015
2016	January – March 2016
2017	January – March 2017

Annual Financial Assistance is over \$150,000.00

Funding Year	1 st Installment (25%)	2 nd Installment (50%)	3 rd Installment (25%)
2015	January – March 2015	April – June 2015	July to September 2015
2016	January – March 2016	April – June 2016	July to September 2016
2017	January – March 2017	April – June 2017	July to September 2017

SCHEDULE "E"
ELIGIBLE AND INELIGIBLE COSTS

PART E.1 – ELIGIBLE COSTS

E.1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and Part E.2 of this Schedule "E" of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario's sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays that are documented through invoices, receipts or other records that is acceptable to Ontario.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, a tangible core infrastructure asset;
- (b) Development and implementation of asset management plans (e.g. software, training and inspections);
- (c) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (d) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, licence or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project;
- (e) The costs for consulting with an Aboriginal Group, including the Recipient's legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (f) The costs of developing and implementing innovative techniques for carrying out the Project;
- (g) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (h) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule "G" of this Agreement; and
- (i) Other costs that are, in Ontario's sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

PART E.2 – INELIGIBLE COSTS

E.2.1 *Ineligible Costs.* The following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds being provided under this Agreement:

- (a) Costs not incurred in accordance with section 5.1(e) of the Agreement;
- (b) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including costs or expenses for surveys, and includes real estate fees and other related costs;
- (c) Financial charges, legal fees, other than those associated with consultation with Aboriginal Groups (provided such legal fees are reasonable), loan and interest payments
- (d) The value of any goods and services which are received through donations or in kind;
- (e) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (f) Meal, hospitality or incidental costs or expenses of Consultants
- (g) Costs associated with completing Expressions of Interest and/or applications for the Ontario Community Infrastructure Fund or the Building Canada Fund – Small Communities Fund; and
- (h) Costs of accommodation for any Aboriginal Group.

E.2.2 *Harmonized Sales Tax.* Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

E.2.3 *Costs Of Non-Arm's Length Parties.* The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

SCHEDULE “F”
ABORIGINAL CONSULTATION REQUIREMENTS

PART F.1 – PURPOSE AND DEFINITIONS

F.1.1 Purpose. This Schedule sets out the responsibilities of Ontario and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from Ontario to the Recipient.

F.1.2 Definitions. For the purposes of this Schedule:

“**Section 35 Duty**” means any duty Ontario may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

PART F.2 – RESPONSIBILITIES OF ONTARIO

F.2.1 Ontario’s Responsibilities. Ontario is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as Ontario may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

PART F.3 – RESPONSIBILITIES OF THE RECIPIENT

F.3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by Ontario, if such notice has not already been given by the Recipient or Ontario;
- (b) Immediately notifying Ontario of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;

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

Project and reporting to Ontario any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;

- (o) Consulting regularly with Ontario during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to Ontario the results of such discussions prior to implementing any applicable accommodation measures;
- (p) Complying with Ontario's direction to take any actions, including without limitation, suspension or termination of the Project, as Ontario may require; and
- (q) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from Ontario as Ontario may provide.

F.3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section 11.2 of the Agreement, Ontario, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

F.3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

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

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

PART F.4 – NO IMPLICIT ACKNOWLEDGEMENT

F.4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by Ontario or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in subsection F.1.2 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

PART F.5 – GENERAL

F.5.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of Ontario is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, Ontario, and provincial ministries, boards, agencies and other regulatory decision-makers.

PART F.6 – NOTICE AND CONTACT

F.6.1 Notices In Relation To Schedule. All notices to Ontario pertaining to this Schedule shall be in writing and shall be given sent to the person identified under Part 6.4 of Schedule C.

SCHEDULE "G"

COMMUNICATIONS PROTOCOL

This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

PURPOSE

This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

PROJECT SIGNAGE

If the Recipient installs a sign at the site of a Project, the Recipient shall, at Ontario's request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by Ontario prior to installation.

The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

MEDIA EVENTS

The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project.

In requesting a media event or an announcement, the Party requesting the event will provide at least twenty-one (21) Business Days' notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

All joint communications material related to media events and announcements must be approved by Ontario and recognize the funding provided by Ontario.

Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

PRINTED MATERIALS, WEBSITES, PHOTO COMPILATIONS, AWARD PROGRAMS, AWARENESS CAMPAIGNS

The Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

ISSUES MANAGEMENT

The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

COMMUNICATING SUCCESS STORIES

The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

The Recipient acknowledges and agrees that Ontario may publicize information about the Project. Ontario agrees it will use reasonable efforts to consult with the Recipient about Ontario's publication about the Project prior to making it.

DISCLAIMER

If the Recipient publishes any material of any kind relating to the Project or the Ontario Community Infrastructure Fund, 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 Ontario's views.

ONTARIO COMMUNITY INFRASTRUCTURE FUND – FORMULA COMPONENT PROJECT REPORT B – OTHER ELIGIBLE PROJECTS



Municipality / LSB Name	2T		
Contact Name	2T		Title 2T
Email	2T	Phone Number 2T	Date 2T

SECTION A: PROPOSED PROJECT REPORTING TABLE

Section A must be filled out and submitted to the ministry 45 Business Days prior to the start of any construction or no later than March 31st. Once the project is completed or if your annual update is due Section B of this report should be completed. A separate report should be filled out for every project you are planning to utilize Formula Component Funds for. If plans change and a new project is selected to utilize program Funds, then an updated Project Report is required to be submitted to the Ministry.

PART 1: PROJECT DESCRIPTION INFORMATION

For each project, ensure that the following table is filled out:

Project Type	☐ Rehabilitation ☐ Replacement ☐ Renewal		Note : Expansion Projects are not eligible under OCIF	
Project Category	☐ Water ☐ Wastewater ☐ Roads (other than resurfacing) ☐ Bridges		Choose only one category	
Project Title	Insert a project title (no more than 10 words please)			
Project Description	Insert a description of the project. Historic details are not necessary only what you plan on doing.			
Project Location (include the entire site of work)	Street Address / Cross Roads	Insert information here		City / Town Insert information here
	Longitude	Insert information here		Latitude Insert information here
Estimated Total Project Cost	\$ Insert dollar value		Formula Funds Expected to be Utilized \$ Insert dollar value	
Proposed Start Date	Insert date MM/DD/YYYY		Proposed Completion Date Insert date MM/DD/YYYY	

PART 2: DUTY TO CONSULT ASSESSMENT QUESTIONS

These questions are intended to aid the Ministry of Agriculture, Food and Rural Affairs in meeting the Crown's duty to consult Aboriginal Communities. Aboriginal Communities include the Indian, Inuit and Métis peoples of Canada and any other group having Aboriginal or treaty rights under section 35 of the Constitution Act, 1982. It is important to note that consultations are an ongoing process. It is possible that Aboriginal Communities have brought or may bring forward new information in response to notifications that could affect Ontario's consultation obligations. It is important that Ontario be made aware of any new information so it can remain responsive throughout the consultation process. Please note that the Duty to Consult is relevant to all parts of the province whether a project is on reserve or municipal owned lands.	
Environment & Geography	Does the municipality/LSB own the land, building(s) or works Insert response here

PART 2: DUTY TO CONSULT ASSESSMENT QUESTIONS

	upon which the proposed project will be constructed or renovated?	
	Is the proposed project land going to be disturbed, altered or affected through excavation, deforestation, etc.? Will the proposed project require in-water work? Will it affect a watercourse or watershed and, if so, to what extent? Will the proposed project affect birds / fowl or other animals and their habitat?	<i>Insert response here</i>
Regulatory decisions, approvals, licenses, authorizations, agreements, etc. by the federal or provincial government, including conservation authorities, municipal by-laws or orders or other such instruments.	List any regulatory decisions/approvals etc. made or anticipated in relation to the proposed project. Include the type of approval, e.g. Municipal Class EA – Schedule B or whatever is relevant. Have any Aboriginal Communities been engaged in the decision/approval etc. process to date? If yes, please list the Aboriginal Communities and set out the nature of the consultation.	<i>Insert response here</i>
	Is the municipality aware of any historical or archaeological finds, etc. in the vicinity of the proposed project site?	<i>Insert response here</i>
	Is the municipality aware of any recent claims or assertions by Aboriginal Communities in connection with the proposed project site?	<i>Provide list of Aboriginal Communities, concerns, assertions or claims expressed and actions taken in response.</i>
Known Assertions or Claims	Has the municipality ever consulted Aboriginal Communities in the past about this or any of its infrastructure projects? Has any Aboriginal Community recently previously expressed a concern regarding other infrastructure projects the municipality has undertaken? If so, what was the concern and what was the outcome?	<i>Insert response here</i>

SECTION B: ANNUAL PROJECT INFORMATION UPDATE

This section must be filled out when the above project is completed or annually at a minimum and submitted to the ministry no later than December 31st.

PART 1: PROJECT ACTIVITIES

1. What is the current status of the above project?

☐ In Progress - Ahead of Schedule ☐ In Progress - On Schedule ☐ In Progress - Behind Schedule ☐ Completed ☐ Not Proceeding

2. Is there any variance between the project description noted above and the actual project completed or in progress?

☐ No ☐ Yes

If Yes, please describe:

3. As detailed in your asset management plan (AMP), what was the priority of the project using this funding?

☐ Over due to be completed?
☐ Due to be completed this year?
☐ Due to be completed in the next year?
☐ Due to be completed in the next 2-5 years?
☐ Due to be completed in the next 5+ years?
☐ Was not detailed in plan, Please specify: _____

4. Please indicate which of the following benefits you have experienced or anticipate for your municipality as a result of the project. Provide details where possible.

	At project completion	Anticipated (1-2 years out)	Details
Addressed urgent public health and safety issues.	☐ Yes ☐ No	☐ Yes ☐ No	
Highest priority items in Asset Management Plan addressed earlier than planned.	☐ Yes ☐ No	☐ Yes ☐ No	
Other? Please specify.	☐ Yes ☐ No	☐ Yes ☐ No	

PART 2: FINANCIAL UPDATE FOR THE CURRENT CALENDAR YEAR

Actual Total Project Costs	\$xxx
Actual Formula Funds Utilized on Eligible Project (from Section A)*	\$xxx
Closing Balance of Unspent Funds to Date	\$xxx

*This dollar value is the amount to be identified in your Annual Financial Report

NOTE: Supporting documentation for any financial figures in this report shall be provided to OMAFRA upon request and should be retained as per Section 11.7 of the Contribution Agreement.

PART 3: DUTY TO CONSULT DECLARATION

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

Declaration required for all Projects:

Confirmation provided to the Province of Ontario indicating that there has been no communication from any Aboriginal Groups and that there were no items of cultural significance to aboriginal groups discovered with respect to this project.	☐ Yes ☐ No
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Declaration required by Projects with additional Duty to Consult requirements as identified by Ontario

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

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

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

A copy of any correspondence/information between the Recipient and any Aboriginal communities was forwarded to the Province of Ontario.	☐ Yes ☐ No
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PART 4: ATTESTATION

By inserting a name, title and date below, the Recipient warrants that:

1. The information provided herein and in any document attached is accurate and complete; and
2. It is in compliance with all of the terms and conditions of the Agreement.

Name	2T	Title	2T	Date	2T
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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-243

TRAFFIC: (P3.3) A by-law to amend Schedule “X” to Traffic By-law 77-200.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the provisions of section 10 of the *Municipal Act, 2001*, S.O., 2001 c.25 and amendments thereto, **ENACTS** as follows:

1. SCHEDULE “X” OF BY-LAW 77-200 AMENDED

Schedule “Z” of By-law 77-200 is amended by adding the following:

<u>HIGHWAY</u>	<u>BETWEEN</u>	<u>LANE</u>	<u>DIRECTION</u>	<u>TIME OR DAYS</u>
“Queen Street East	Church Street and 200m east of Gravelle Street	Center turn lane	East and west bound	anytime.”

2. EFFECTIVE DATE

This by-law is effective on the day of its final passing.

PASSED in open Council this 15th day of December, 2014.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-244

STREET ASSUMPTION: (PR4) A by-law to assume for public use and establish as public streets various parcels of land within the City of Sault Ste. Marie.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 31 of the *Municipal Act, 2001*, S.O. 2001, c.25 thereto **ENACTS** as follows:

1. **STREETS ESTABLISHED AND ASSUMED**

The streets or parts of streets more particularly described in Schedule "A" to this by-law are hereby established as common streets and are assumed for public use.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 15th day of December, 2014.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

cf LEGAL\STAFF\BYLAWS\2014\2014-244 STREET ASSUMPTION BY-LAW dec15.14

SCHEDULE "A" TO BY-LAW 2014-244

1) FAIRMONT DRIVE

PIN 31516-0265 (LT)
1 FT RESERVE PL H576 ST. MARY'S EAST END OF FAIRMONT
DRIVE; FAIRMONT DRIVE PL H576 ST. MARY'S; SAULT STE. MARIE

2) OLD GARDEN RIVER ROAD

PIN 31506-0120 (LT)
ORIG GARDEN RIVER RD RCP H736 TARENTORUS; SAULT STE.
MARIE

3) PINTO DRIVE

PIN 31611-0037 (LT)
PCL 72-1 SEC M420; BLK 72 PL M420 SAULT STE. MARIE

4) SECOND LINE EAST

PIN 31514-0121 (LT)
PT SEC 32 TARENTORUS, DESIGNATED AS PT 1 1R12972; CITY OF
SAULT STE. MARIE

5) SECOND LINE WEST

PIN 31582-0213 (LT)
PT LT 1-2, 21, 31-37 RCP H651 KORAH PT 8-12 1R10601, PT 1& 2
1R8802, PT 1 1R8516 & PT 1 1R3008; SAULT STE. MARIE

6) THIRD LINE WEST

(a) PIN 31601-0252 (LT)
PCL 4180 SEC AWS; PT SEC 19 KORAH PT 8 1R1283; SAULT
STE. MARIE

(b) PIN 31601-0251 (LT)
PCL 5523 SEC AWS; PT SEC 19 KORAH PT 3 1R1283; SAULT
STE. MARIE

(c) PIN 31601-0244 (LT)
PCL 5523 SEC AWS; PT SEC 19 KORAH PT 4-6 1R1283; SAULT
STE. MARIE

7) WILLOWDALE STREET

- (a) PIN 31487-0215 (LT)
FIRSTLY : WILLOWDALE ST PL H694 RANKIN LOCATION;
SECONDLY : 1 FT RESERVE PL H694 RANKIN LOCATION AS IN
T141498 (FIRSTLY); SAULT STE. MARIE
- (b) PIN 31487-0041 (LT)
PCL STREETS-1 SEC 1M495; WILLOWDALE ST PL 1M495
RANKIN LOCATION; SAULT STE. MARIE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-245

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 15th day of December, 2014.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

SCHEDULE "A"

BADGE	SPECIAL CONSTABLE	EMPLOYER	PROPERTY LOCATION
26	MCLEOD,ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST
30	RENDELL,VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
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 CHIROPRACTIC	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 (TERRY)	NORTH EAST SECURITY	S.COLLEGE/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.COLLEGE/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.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
391	MCLEOD,HEATHER,	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
397	LAFRAMBOISE,YVON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
400	JOHNSON,MICHAEL	NORTH EAST SECURITY	S.COLLEGE/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.COLLEGE/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
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.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
456	CONEYBEARE,KEVIN	NORTH EAST SECURITY	S.COLLEGE/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.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
468	AGNEW,BRENDAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
470	WOOLEY,NATHANIEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
474	MANCUSO,ANTHONY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
480	TELFORD,JASON	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
481	FORD,BRIAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
484	MCLEOD,VIRGINIA	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 RETIREME	760 GREAT NORTHERN RD.
487	ROUGEAU,MARISA	GT.NORTHERN RETIREME	760 GREAT NORTHERN RD.
488	LEFLEUR,MARILYN	GT.NORTHERN RETIREME	760 GREAT NORTHERN RD.
489	MCQUEEN,WANDA	GT.NORTHERN RETIREME	760 GREAT NORTHERN RD.
490	LUXTON,JEFF	GT.NORTHERN RETIREME	760 GREAT NORTHERN RD.
492	PARKER,MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
493	BROWN,FRASER	NORTH EAST SECURITY	S.COLLEGE/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
512	DIMMA,JUSTIN	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
516	GAY,JAMES	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
517	ROY,BRENDA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
522	MCNAMA,STEVEN	NORTH EAST SECURITY	S.COLLEGE/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.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
526	JOHNSTON,CORY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
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.COLLEGE/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.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
568	PICK,DENNY	NORTH EAST SECURITY	S.COLLEGE/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
573	RHODES,LILIAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
574	BOUCHARD,DARYL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
575	LALODE,DANIEL	NORTH EAST SECURITY	S.COLLEGE/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
582	MAITLAND,DARLA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
583	MADIGAN,LORRI-ANNE	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
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.COLLEGE/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	SHEWELFELT,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.COLLEGE/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.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
619	BERTO,DEBORAH	GATEVIEW REALTY INC.	304 -310 ALBERT ST E/420 A& B MCNABB /47 PRINCESS
620	FERA,NORMAN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMECKEN CENTRE/NORTHERN COMMUNITY CENTRE
621	MARINELLI,CATHERINE	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMECKEN CENTRE/NORTHERN COMMUNITY CENTRE
622	PROULX,PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMECKEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMECKEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHALIUK,JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMECKEN CENTRE/NORTHERN COMMUNITY CENTRE
625	ENGLISH,DANIEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
626	CHARRON,ROBERT	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
627	BARKER,WILLIAM	STANDARD PARKING	ONTARIO REALITY CORP/ ROBERTA BONDAR PLACE / 426 QUEEN ST E
628	DEWAR,JEFFREY	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
629	COMPEAU,SYDNEY	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
630	LAFRAMBOISE,CORY	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
631	MACMILLAN,TYLER	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
632	SAVAGE,MATT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-246

APPOINTMENTS: (A1.3) A by-law to appoint Michael Robert Figliola as Fire Chief and to repeal By-law 2009-135.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie pursuant to the section 6 of the *Fire Protection and Prevention Act*, 1997, **ENACTS** as follows:

1. **APPOINTMENT – FIRE CHIEF**

Michael Robert Figliola is hereby appointed as Fire Chief.

2. **REPEAL OF BY-LAW 2009-135**

By-law 2009-135 is hereby repealed.

3. **EFFECTIVE DATE**

This by-law becomes effective February 1, 2015.

PASSED in open Council this 15th day of December, 2014.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-247

AGREEMENT: (P3.4) A by-law to authorize the execution of a Letter of Agreement between the City of Sault Ste. Marie and Her Majesty the Queen in Right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario for funding under the Dedicated Gas Tax Funds for Public Transportation Program.

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 Letter of Agreement dated November 13, 2014 between the City of Sault Ste. Marie and Her Majesty the Queen in Right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario, a copy of which is attached as Schedule "A" hereto. This agreement is for funding under the Dedicated Gas Tax Funds for Public Transportation Program.

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 15th day of December, 2014.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

Schedule A

Ministry of
Transportation

Office of the Minister

Ferguson Block, 3rd Floor
77 Wellesley St. West
Toronto, Ontario
M7A 1Z8
(416) 327-9200
www.mto.gov.on.ca

Ministère des
Transports

Bureau du ministre

Édifice Ferguson, 3^e étage
77, rue Wellesley ouest
Toronto (Ontario)
M7A 1Z8
(416) 327-9200
www.mto.gov.on.ca



November 13, 2014

Mr. Christian Provenzano
Mayor-elect
City of Sault Ste. Marie
PO Box 580, 99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

Dear Mayor-elect Provenzano:

RE: Letter of Agreement between Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (the "Ministry") and the City of Sault Ste. Marie (the "Municipality") Related to Funding Provided by the Province of Ontario (the "Province") to the Municipality under the Dedicated Gas Tax Funds for Public Transportation Program (this "Letter of Agreement")

This Letter of Agreement sets out the terms and conditions for the use of dedicated gas tax funds by municipalities for public transportation.

As the Province desires to increase public transportation ridership to support the development of strong communities, the Ministry maintains a Dedicated Gas Tax Funds for Public Transportation Program (the "Program"), under which two cents of the existing provincial gas tax will be provided to municipalities for public transportation expenditures.

Following the passage of the *Dedicated Funding for Public Transportation Act, 2013* (the "DFPTA"), a portion of the tax that is paid to Ontario under the *Gasoline Tax Act* in each fiscal year is dedicated to the provision of grants, including those pursuant to the Program, to municipalities for public transportation. As a consequence, the Ministry has aligned the Program with the provincial fiscal year. For 2014/15, the Program will run from April 1, 2014 to March 31, 2015.

Any funding to the Municipality by the Ministry will be provided in accordance with the terms and conditions set out in this Letter of Agreement and the enclosed Dedicated Gas Tax Funds for Public Transportation Program 2014/2015 Guidelines and Requirements (the "guidelines and requirements").

In consideration of the mutual covenants and agreements contained in this Letter of Agreement and the guidelines and requirements, which have been reviewed and are understood by the Municipality and are hereby incorporated by reference, the Ministry and the Municipality covenant and agree as follows:

.../2

1. To support increased public transportation ridership in the Municipality, and in recognition of the Municipality's need for predictable and sustainable funding to support investments in the renewal and expansion of public transportation systems, the Ministry agrees to provide funding to the Municipality under the Program in an amount up to \$1,135,130 in accordance with, and subject to, the terms set out in this Letter of Agreement and the guidelines and requirements, with \$851,348 payable on receipt of this signed Letter of Agreement and related authorizing municipal by-law, and any remaining payment(s) payable thereafter.
2. Despite Section 1, the Municipality understands and agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's sole discretion, to adjustment to reflect final gas tax receipts and any other adjustments as set out in the guidelines and requirements.
3. If the Municipality receives dedicated gas tax funds on behalf of any other municipality, and the other municipality has agreed to the Municipality collecting the dedicated gas tax funds on its behalf, the Municipality shall provide, upon request and in compliance with the requirements set out in the guidelines and requirements, any applicable municipal by-law and legal agreement between the Municipality and the other municipality providing for such arrangement to the Ministry prior to the payment of any dedicated gas tax funds by the Ministry under this Letter of Agreement.
4. The Municipality shall deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds and any related interest only in accordance with the guidelines and requirements.
5. The Municipality shall adhere to the reporting and accountability measures set out in the guidelines and requirements, and shall provide all requested documents to the Ministry.
6. The Municipality understands and agrees that the funding provided under this Letter of Agreement represents the full extent of the Ministry's and Province's financial contribution under the Program, and that no additional funds will be provided by either the Ministry or the Province for such purposes to the Municipality for the 2014/2015 Program year.
7. The Ministry may terminate this Letter of Agreement at any time, without cause, upon giving at least sixty (60) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement without cause, it may cancel all further dedicated gas tax funds payments. Where the Ministry has terminated this Letter of Agreement under this Section, the Ministry may, after determining the Municipality's reasonable costs to terminate any binding agreement for any eligible public transportation service acquired, or to be acquired, with dedicated gas tax funds provided under this Letter of Agreement, provide the Municipality with additional funding to offset, in whole or in part, such costs. The additional funding may be provided only if there is an appropriation for this purpose and in no event shall the additional funding result in the total funding under this Letter of Agreement exceeding the amount specified under Section 1.
8. Any provisions, including those in the guidelines and requirements, which by their nature are intended to survive the termination or expiration of this Letter of Agreement, shall survive its termination or expiration.

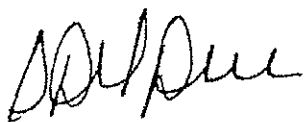
9. This Letter of Agreement may only be amended by a written agreement duly executed by the Ministry and the Municipality.
10. The Municipality agrees that it will not assign any of its rights or obligations under this Letter of Agreement.
11. The term of this Letter of Agreement will commence on the date of the last signature of this Letter of Agreement.
12. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please secure the required signatures for the four enclosed copies of this Letter of Agreement and return two fully signed copies to:

Ministry of Transportation
 Division Services and Program Management Office
 27th Floor, Suite #2702
 777 Bay Street,
 Toronto, Ontario
 M7A 2J8

Once the Ministry has received the signed copies of this Letter of Agreement and a copy of the authorizing municipal by-law, the Ministry will make arrangements for the payment of the dedicated gas tax funds to the Municipality.

Yours sincerely,



Steven Del Duca
 Minister of Transportation

I have read and understand the terms of this Letter of Agreement, as set out above, and, by signing below, I am signifying the Municipality's consent to be bound by these terms.

City of Sault Ste. Marie

Per: _____
 Mayor
 Christian Provenzano

Date: December 15, 2014

Per: _____
 Chief Financial Officer/Treasurer
 William Freiburger

Date: December 15, 2014

Per: _____ Date: December 15, 2014
 City Clerk
 Malcolm White

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-248

AGREEMENT: (E2) A by-law to authorize the execution of a contribution agreement between the City and Her Majesty The Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for a funding agreement for the formula based component of the Ontario Community Infrastructure Fund (OCIF).

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated December 15, 2014 between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs, a copy of which is attached as Schedule "A" hereto. This agreement authorizes a funding agreement for the formula based component of the Ontario Community Infrastructure Fund.

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 15th day of December, 2014.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

ONTARIO COMMUNITY INFRASTRUCTURE FUND – FORMULA-BASED COMPONENT

BETWEEN:

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

(“Ontario”)

– and –

The Corporation of the City of Sault Ste. Marie

(the “Recipient”)

WHEREAS the Government of Ontario has created the Ontario Community Infrastructure Fund to: (1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financial tools to address critical infrastructure challenges and provide long-term support for rehabilitation and repair of core infrastructure for those in most need;

AND WHEREAS the Ontario Community Infrastructure Fund is composed of two (2) components: (1) the Application-Based Component; and (2) the Formula-Based Component;

AND WHEREAS the Formula-Based Component of the Ontario Community Infrastructure Fund is based on: (1) a municipality’s local fiscal circumstances and its total core infrastructure assets with a minimum grant of twenty-five thousand dollars (\$25,000.00), where the recipient is an eligible municipality; or (2) a grant of twenty-five thousand dollars (\$25,000.00), where the recipient is an eligible Local Services Board;

AND WHEREAS the Recipient is eligible to receive funding under the Formula-Based Component of the Ontario Community Infrastructure Fund;

NOW THEREFORE, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt of sufficiency of which is expressly acknowledges, the Parties hereby agree as follows:

SECTION 1
INTERPRETATION

1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings described below.

“**Aboriginal Group**” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“Adjust the Funds” means Ontario’s right to adjust, without limitation, any Funds provided to the Recipient under this Agreement.

“Agreement” means this agreement between Ontario and the Recipient, including all Schedules attached hereto.

“Annual Financial Report” means the document set out under Part B.2 of Schedule “B” of this Agreement.

“Arm’s Length” has the meaning given to it under the *Income Tax Act* (Canada) as in effect on the Effective Date of this Agreement.

“Auditor General” means the Auditor General of Ontario.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010* (Ontario).

“Business Day” means any day on which the Government of Ontario offices are generally open for business in the Province of Ontario.

“Communications Protocol” means the protocol set out under Schedule “G” of this Agreement.

“Conflict of Interest” includes any and all 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 could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to this Agreement.

“Consultant” means any person the Recipient retains to do work related to this Agreement.

“Contract” means a contract between the Recipient and a third party at Arm’s Length whereby the latter agrees to provide a good or service in return for financial consideration that may be claimed as an Eligible Cost under this Agreement.

“Effective Date” means the date set out at Part C.1 of Schedule “C” of this Agreement.

“Eligible Costs” means the costs described in Part E.1 of Schedule “E” of this Agreement.

“Event of Default” has the meaning given to it in section 15 of this Agreement.

“Expiration Date” means the date set out in Part C.2 of Schedule “C” of this Agreement.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act* (Ontario).

“First Nation” means a band, as defined under section 2(1) of the *Indian Act* (Canada).

“Fiscal Year” means the period beginning April 1st in any year and ending on March 31st of the following year.

“Funds” means the total amount of funding Ontario is providing in Canadian currency to the Recipient under this Agreement, subject to the terms and conditions of this Agreement.

“Indemnified Party” means Her Majesty the Queen in Right of Ontario, Her Ministers, directors, officers, agents, appointees and employees.

“Ineligible Costs” means the costs described under Part E.2 of Schedule “E” of this Agreement.

“Local Services Board” means a Local Services Board established under the *Northern Services Boards Act* (Ontario).

“Minister” means the Minister of Agriculture, Food and Rural Affairs.

“Ontario” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

“Parties” means Ontario and the Recipient.

“Party” means either Ontario or the Recipient, as the case may be.

“Project” means the project described in Part B.1 of Schedule “B” of this Agreement.

“Project Report” means the document set out under Part B.1 of Schedule “B” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

“Requirements of Law” means all applicable statutes, codes, acts, ordinances, orders, approvals, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability statutes, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability statutes are deemed to be Requirements of Law.

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

1.2 Reference To Statute Or Regulation. Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.

1.3 Singular/Plural And Gender Terms. Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and *vice versa* in each case as the context may permit or require.

1.4 Pronouns. Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun

shall be deemed to include a reference to the plural pronoun and vice versa in each case as the context may permit or require.

- 1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

SECTION 2 THE AGREEMENT

- 2.1 The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

Schedule

- "A" Eligible Project Categories
- "B" Project Report and Annual Financial Report
- "C" Operational Requirements Under The Agreement
- "D" Financial Information For The Project
- "E" Eligible And Ineligible Costs
- "F" Aboriginal Consultation Requirements
- "G" Communications Protocol

- 2.2 Conflict.** In the event of a conflict between any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:
- (a) This document; and
 - (b) The Schedules attached to this document.
- 2.3 Expiration Date Of Agreement.** This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

SECTION 3 GENERAL ROLES AND RESPONSIBILITIES OF THE PARTIES UNDER THE AGREEMENT

- 3.1 Provision Of Funds.** Ontario agrees, subject to the terms and conditions of this Agreement to provide Funds up to the amount set out under Part D.1 of Schedule "D" of this Agreement to the Recipient in accordance with Part D.2 of Schedule "D" of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete any Project to which the Funds being provided under this Agreement have been directed.

- 3.2 Ontario's Role Under Agreement Strictly Limited To Providing Funds.** The Recipient acknowledges and agrees that Ontario's role is strictly limited to providing Funds and that Ontario will have no other involvement in any Project to which Funds are directed or their subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to any Project to which Funds are directed. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of any Project to which Funds are directed through recourse to a third party, court, tribunal or arbitrator.
- 3.4 Funds Limited To Specific Projects.** The Recipient shall only use the Funds being provided under this Agreement towards Projects that fall within the category of projects set out under Schedule "A" of this Agreement and those Projects have been set out under Part I of the Project Report, as set out under Part B.1 of Schedule "B" of this Agreement.
- 3.5 Recipient To Spend Funds By December 31 Of The Calendar Year.** The Recipient shall spend any Funds provided to it under this Agreement by December 31 of the calendar year in which the Funds was provided under this Agreement. Where the Recipient does not spend the Funds it was provided under this Agreement by December 31 of the calendar year in which the Funds were provided, Ontario may Adjust the Funds that Ontario is providing to the Recipient in the following year by the amount of the Funds that the Recipient did not spend by December 31 the previous calendar year, plus any interest that the Recipient earned on those Funds.
- 3.6 Responsibility For Project.** The Recipient acknowledges and agrees that the Recipient, as opposed to Ontario, is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of any Project to which Funds are directed. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of any Project to which Funds are directed through recourse to a third party, court, tribunal or arbitrator.
- 3.7 Asset Retention.** The Recipient shall comply with Part C.7 of Schedule "C" of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.
- 3.8 Behavior Of Recipient.** The Recipient shall carry out any Project to which Funds are directed in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.
- 3.9 Ontario Not Responsible For Recipient Obtaining Permits Or Approvals.** For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar

authorization that the Recipient may need or want in relation to any Project to which Funding is directed or to meet any terms or conditions under this Agreement

- 3.10 Ontario May Impose Additional Conditions On The Recipient.** Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient's operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

SECTION 4 FUNDS

- 4.1 Use Of Funds.** Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs.
- 4.2 Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution.** The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.
- 4.3 Interest Earned By Recipient.** The Recipient shall report to Ontario the amount of any interest earned on any Funds provided to the Recipient under this Agreement in accordance with Part B.2 of Schedule "B" of this Agreement. Ontario reserves the right to request the return of any interest that the Recipient earns on the Funds.
- 4.4 Cost Must Be An Eligible Cost.** For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part E.1 of Schedule "E" of this Agreement.
- 4.5 Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part E.2 of Schedule "E" of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.
- 4.6 Ontario May Declare Costs To Be Eligible.** Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part E.1 of Schedule "E" of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.
- 4.7 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement, Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.
- 4.8 Repayment Of Funds.** The Recipient shall repay Funds to Ontario where:
- (a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
 - (b) The Recipient still has Funds under its charge, management or control:

- (i) On January 1 of the following calendar year in which the Funds were provided, or
- (ii) Upon the expiry or termination of this Agreement; and
- (c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,

within fifteen (15) Business Days of receiving a written demand from Ontario.

- 4.9 *Insufficient Funds Provided By Legislature.*** If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.
- 4.10 *Ontario May Adjust The Funds.*** Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement.

SECTION 5 PAYMENT UNDER AGREEMENT

- 5.1 *Eligibility Of Costs Or Expenses.*** In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:
- (a) Must be reasonable;
 - (b) Must be directly related to the Project in which the Funds are directed;
 - (c) Must be an Eligible Cost;
 - (d) Must not be an Ineligible Cost; and
 - (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after the Effective Date of this Agreement for the first year and January 1 of each calendar year this Agreement is in effect and spent by December 31 of the same calendar year.
- 5.2 *Payment Of Funds.*** Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part D.2 of Schedule “D” of this Agreement.
- 5.3 *Conditions Precedent For Payment Of Funds.*** Despite section 5.2 and Part D.2 of Schedule “D” of this Agreement, Ontario may withhold the payment of any Funds to the Recipient until the Recipient has met the following further conditions precedent:
- (a) The Recipient has submitted to the Ministry of Municipal Affairs and Housing any outstanding Financial Information Returns by December 31 of each calendar year;
 - (b) The Recipient has submitted to the Ministry a copy of their asset management plan and any subsequent updates by December 31 of each calendar year
 - (c) The Recipient has:
 - (i) Where the Recipient has previously committed to making its asset management plan publically available under any other agreement it has entered into with Her Majesty the Queen in Right of Ontario, the Recipient has made its asset management plan public by:

- a. Posting its asset management plan on its website, if it has one, or
 - b. Made its asset management plan publicly available and has provided Ontario with information as to how it has made its asset management plan publicly available; or
- (ii) Where the Recipient has not previously committed to completing an asset management plan by December 31, 2014 under any other agreement it has entered into with Her Majesty the Queen in Right of Ontario, the Recipient has submitted a declaration certifying that the Recipient is committed to developing an asset management plan that includes all of the information and analysis described in *Building Together: Guide for Municipal Asset Management Plans*, by December 31, 2015;
- (d) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario's request;
- (e) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario's request; and
- (f) The Recipient has not or is not meeting any duty to consult with Aboriginal Groups requirements set out under this Agreement.

5.4 Withholding Payment Of Funds. Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient where:

- (a) Ontario is of the opinion that a Project in which the Funds are directed is not progressing in accordance with how other projects of a similar size and scope would progress under similar circumstances; and
- (b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance with any other agreements that the Recipient has entered into with Her Majesty the Queen in Right of Ontario where Ontario may be providing financial assistance to the Recipient, directly or indirectly, under that agreement. Where Ontario withholds the payment of any Funds to the Recipient, the following shall apply:
 - (i) Ontario has complete and absolute discretion to determine whether the Recipient is in compliance with the terms or conditions of any other funding agreements, such as the Municipal Infrastructure Investment Initiative and the Small, Rural and Northern Municipal Infrastructure Fund, whereby the Recipient is receiving, directly or indirectly, funding from Ontario;
 - (ii) Ontario shall continue to withhold any payments of any Funds to the Recipient under this Agreement until the Recipient has come into compliance with the terms and conditions of any other agreement whereby the Recipient receives, directly or indirectly, funding from Ontario; and
 - (iii) Ontario agrees that it will act reasonably when applying this section 5.4 of the Agreement and shall promptly notify the Recipient of any determinations made by Ontario with respect to the application of this section 5.4 of the Agreement.

SECTION 6
RECIPIENT'S REPRESENTATIONS, WARRANTIES, COVENANTS, ACKNOWLEDGEMENTS AND AGREEMENTS

6.1 Recipient's Representations, Warranties And Covenants. The Recipient represents, warrants and covenants that:

- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
- (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario's rights under this Agreement;
- (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;
- (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
- (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.

6.2 Governance. The Recipient represents, warrants and covenants that it has and shall maintain until the Expiration Date of this Agreement all legally necessary instruments to:

- (a) Establish a code of conduct and ethical responsibilities for the Recipient;
- (b) Establish procedures to ensure the ongoing effective functioning and continuance of the Recipient until the Expiration Date of this Agreement;
- (c) Establish decision-making mechanism;
- (d) Provide for the prudent and effective management of any Funds being provided under this Agreement;
- (e) Establish procedures to enable the timely identification of risks that would interfere with the Recipient meetings its obligations under this Agreement and strategies to address the identified risks;
- (f) Establish procedures to enable the preparation and delivery of all reports under this Agreement; and
- (g) Be responsible for other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

6.3 Additional Covenants. The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.

- 6.4 Recipient Shall Provide Proof Of Compliance Upon Ontario's Request.** The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.3 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part D.2 of Schedule "D" of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.3 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections 6.1 to 6.3 of this Agreement at any time during the Term of this Agreement.

SECTION 7 CONFLICT OF INTEREST AND CONFIDENTIALITY

- 7.1 No Conflicts Of Interest.** The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.
- 7.2 Disclosure Of Conflict Of Interest Situations.** The Recipient shall:
- (a) Disclose to Ontario, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest; and
 - (b) Comply with any terms and conditions that Ontario may impose as a result of the disclosure.
- 7.3 Ontario Bound By FIPPA.** The Recipient acknowledges that the provisions of the FIPPA and its regulations bind Ontario.

SECTION 8 INSURANCE

- 8.1 Recipient Shall Have Insurance.** The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense all necessary insurance that would be considered appropriate by a reasonable for the types of Projects in which Funds are being directed, including Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part C.3 of Schedule "C" of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Recipient's Commercial General Liability Insurance policy shall include:
- (a) The Indemnified Party as an additional insured 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;
 - (d) Products and Completed Operations Liability coverage;
 - (e) Employers Liability;
 - (f) Tenants Legal Liability (for premises/building leases only);

- (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation, termination or material change clause.

8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy. The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability for damages to property and injury to persons, including death, that may be brought against Ontario as a result of this Agreement.

SECTION 9

LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1 Exclusion Of Liability. In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.

9.2 Recipient To Indemnify Ontario. The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

9.3 Further Indemnification Of Ontario. The Recipient further agrees to indemnify and hold harmless the Indemnified Party from any general, compensatory, incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of their own gross negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or

employees where the third party entered into a Contract with the Recipient in relation to the Project;

- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

9.4 Recipient To Require Third Parties To Indemnify Ontario. The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.4 of the Agreement as against any third party.

9.5 Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties. The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.5 of the Agreement as against any third party.

SECTION 10 PROCUREMENT

10.1 Ontario Not Responsible For Claims Under Tender/Bidding Process. Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.

- 10.2 Competitive Procurement Process.** The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent, competitive process that ensures the best value for any Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the *Municipal Act, 2001* (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient obtains at least three (3) written quotes unless Ontario gives prior written approval. The requirement for a competitive process under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:
- (a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
 - (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for the equipment, services or supplies purchased.
- 10.3 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 this Agreement and the requirements of the BPSAA, the BPSAA shall apply.
- 10.4 Contracts.** The Recipient shall ensure that all Contracts:
- (a) Are consistent with this Agreement;
 - (b) Do not conflict with this Agreement;
 - (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
 - (d) Are managed in a way that is transparent, competitive and consistent with value for money principles
 - (e) Require that any third parties thereto comply with all Requirements of Law; and
 - (f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.
- 10.5 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible.** If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.
- 10.6 Goods And Services To Be Procured In Competitive Manner And At Price No Greater Than Fair Market Value.** Despite anything else contained in this section 10 of the Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.

- 10.7 Recipient To Keep Records Of Contracts.** The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices, statements, receipts and vouchers in relation to any Project in which Funds are directed for a period of at least seven (7) years after the Term of this Agreement.
- 10.8 Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient shall comply with all applicable requirements of Annex 502.4. In the event of any conflict between the requirements of any other provisions of this section 10 of the Agreement and the requirements of Annex 502.4, the requirements of Annex 502.4 shall apply to the extent of the conflict.

SECTION 11 ABORIGINAL CONSULTATION

- 11.1 Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations.** The Recipient hereby acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon Ontario satisfying any obligation it may have to consult with and, if required, accommodate any Aboriginal Group with an interest in any Project in which Funds are directed in order for the Project to proceed.
- 11.2 Recipient Ontario's Delegate For Purposes Of Consultation With Aboriginal Groups.** By entering into this Agreement, Ontario delegates the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to any Project in which Funds are directed to the Recipient as set out in Schedule "F" of this Agreement. The Recipient, by signing this Agreement, acknowledges that Ontario has delegated the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to any Project in which Funds are directed and accepts said delegation and agrees to act diligently as Ontario's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to any Project in which Funds are directed.
- 11.3 Recipient's Obligations In Relation To Consultations.** The Recipient shall:
- (a) Be responsible for consulting with any Aboriginal Group that has an interest in any Project in which Funds are directed on behalf of Ontario in accordance with Schedule "F" of this Agreement;
 - (b) Take directions from Ontario in relation to consulting with any Aboriginal Group with an interest in any Project in which Funds are directed as well as any other directions Ontario may issue in relation to consultations, including suspending or terminating any Project in which Funds are directed; and
 - (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in any Project in which Funds are directed in its Project Report, as set out under Part B.1 of Schedule "B" of this Agreement.
- 11.4 Recipient Shall Not Start Construction On Project Until Recipient Provides Evidence To Ontario That Notice Of The Project Has Been Given To Identified Aboriginal Groups.** The Recipient shall not commence or allow any third party to

commence construction on any aspect of any Project in which Funds are directed for forty-five (45) Business Days, or such other time as Ontario may direct, after it has provided Ontario with written evidence that the Recipient has sent notice about any Project in which Funds are directed to the Aboriginal Groups identified in accordance with Schedule "F" of this Agreement.

SECTION 12 COMMUNICATIONS

- 12.1 Recipient To Follow Communications Protocol.** The Recipient shall follow the Communications Protocol set out under Schedule "G" of this Agreement.

SECTION 13 REPORTS

- 13.1 Project Report.** The Recipient shall submit a Project Report for every Project it proposes to direct Funds under this Agreement toward, as set out under Part B.1 of Schedule "B" of this Agreement, to Ontario by the date indicated in Part C.4 of Schedule "C" of this Agreement and in accordance with the requirements set out under Part B.1 of Schedule "B" of this Agreement during the Term of this Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.
- 13.2 Annual Financial Report.** The Recipient shall submit an Annual Report, as set out under Part B.2 of Schedule "B" of this Agreement, to Ontario on the dates set out in Part C.5 of Schedule "C" of this Agreement and in accordance with the requirements set out under Part B.2 of Schedule "B" of this Agreement during the Term of this Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.
- 13.3 Additional Reports Upon Request.** The Recipient shall, upon Ontario's request in writing, collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.
- 13.4 Compliance Attestation.** The Recipient shall provide a compliance attestation in accordance with the following when any reports required under sections 13.1 to 13.3 of this Agreement is submitted:
- (a) Where the Recipient is a municipality, the compliance attestation shall be signed by the Recipient's Administrative Officer/Clerk or Treasurer.
 - (b) Where the Recipient is a LSB, the compliance attestation shall be signed by the Recipient's Chair or secretary.

SECTION 14
RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

14.1 Recipient's Obligations Under Agreement. The Recipient:

- (a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to any Project in which Funds are directed in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and
- (b) Shall maintain all non-financial documents and records relating to any Funds or otherwise to any Project in which Funds are directed, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.

14.2 Ontario May Inspect Recipient's Premises And Projects' Premises At Any Time.

Ontario reserves the right to inspect the Recipient's premises and any premises of any Project in which Funds are directed at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours' written notice and during normal business hours, enter the Recipient's premises to review the status of any Project in which Funds are directed and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to any Project in which Funds are directed.

14.3 Audits. Ontario may, at its own expense, conduct audits of any Project in which Funds are directed. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.

14.4 Auditor General. The Auditor General may, at the Auditor General's cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:

- (a) All records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and/or the use of the Funds; and
- (b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.

14.5 Information. The Recipient shall supply to Ontario, within ten (10) Business Days of receiving a written request, such information in respect of this Agreement or any Project in which Funds are directed as Ontario requests unless the request provides otherwise.

14.6 Provision Of Information Is A True Condition Precedent. If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part D.2 of Schedule "D" of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement.

SECTION 15 DEFAULT AND TERMINATION

15.1 Events Of Default. Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

- (a) In the opinion of Ontario:
 - (i) The Recipient has provided false or misleading information to Ontario;
 - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably;
 - (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably;
 - (iv) The Recipient is unable to continue with any Project in which Funds are directed or the Recipient is likely to discontinue any Project in which Funds are directed;
 - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened;
- (b) 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; or
- (c) The Recipient ceases to operate.

15.2 Remedies On Default. Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

- (a) Ontario shall not have to provide any further Funds under this Agreement;
- (b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
- (c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

15.3 Additional Remedies. In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to Ontario at law, equity or under statute.

15.4 Waiver Of Event Of Default Must Be In Writing. Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.

- 15.5 *Ontario's Discretion To Terminate Agreement.*** Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.
- 15.6 *Termination Of Agreement For Circumstances Beyond The Control Of A Party.*** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.
- 15.7 *Date of Termination.*** In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

SECTION 16 GENERAL PROVISIONS

- 16.1 *Terms Binding.*** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.
- 16.2 *Representatives May Bind Parties.*** The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.
- 16.3 *Further Assurances.*** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 16.4 *Agreement Binding.*** This Agreement shall enure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.
- 16.5 *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 set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.
- 16.6 *Tolerance Of Indulgence Of Breach Not A Waiver.*** Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.

- 16.7 Time Is Of The Essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.
- 16.8 Severability.** If any term or condition of this Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 16.9 No Assignment Of Agreement.** The Recipient shall not assign this Agreement to any other person unless the Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.
- 16.10 No Amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Parties.
- 16.11 Joint Authorship Of Agreement.** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.
- 16.12 Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.
- 16.13 Recipient Cannot Represent Ontario.** The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.
- 16.14 Consultants.** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents or Consultants, including the hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents and Consultants and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.
- 16.15 Lobbyists And Agent Fees.** The Recipient represents and warrants:
- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;

- (b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms and/or conditions of this Agreement; and
- (c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.

16.16 Debt Owed To Her Majesty The Queen In Right Of Ontario. Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to Her Majesty the Queen in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.

16.17 Her Majesty The Queen In Right Of Ontario May Charge Interest. Her Majesty the Queen in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

16.18 Set-Off By Ontario. In the event that the Recipient is indebted to Her Majesty the Queen in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by Her Majesty the Queen in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the *Financial Administration Act* (Ontario) or the *Financial Administration Act* (Canada).

16.19 Notice And Service Of Documents Under Agreement. Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, facsimile transmission or Email transmission and shall be addressed to Ontario and the Recipient respectively, as set out in Part C.6 of Schedule "C" of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or
- (b) In the case of personal delivery, facsimile transmission or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

16.20 Governing Law. This 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 in connection with this Agreement shall be conducted in Ontario.

16.21 Agreement Executed In Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.

16.22 Entire Agreement. This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to the subject matter of this Agreement has any legal effect. No representation or warranty, whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.

16.23 Survival. The provisions of this Agreement that by their nature survive the expiration or early termination shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 3 to 6, 9, 11 and 13 to 15; subsections 1.2 to 1.7, 2.2, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts C.6 and C.7 of Schedule "C" of this Agreement and Schedules "E" and "F"; along with all applicable defined terms within section 1, all cross-referenced provisions within the foregoing sections, subsections and Schedules.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

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

Name: George Borovilos
Title: Assistant Deputy Minister (A)

Date

I have the authority to bind the Crown pursuant to delegated authority.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Name: Christian Provenzano
Title: Mayor

2014 12 15
Date

Name: Malcolm White
Title: City Clerk

2014 12 15
Date

I/We have the authority to bind the Recipient.

**SCHEDULE “A”
ELIGIBLE PROJECT CATEGORIES**

Eligible Projects include:

The development and implementation of asset management plans (e.g. software, training, inspections) for core infrastructure assets

Capital projects and capital maintenance for the renewal, rehabilitation and replacement of core infrastructure assets which include:

- Roads
 - o Paved Roads
 - o Unpaved Roads
 - o Street lighting and sidewalks may be included as eligible items when part of a road project.
- Bridges and Culverts
- Water
 - o Water Treatment
 - o Water Distribution/Transmission
- Wastewater
 - o Wastewater Treatment & Disposal
 - o Sanitary Sewer Systems
 - o Storm Sewer Systems (Urban and Rural)
 - o Note: Routine upgrades or improvements to storm water infrastructure and drainage are ineligible; an eligible project must eliminate or significantly reduce the potential for serious damages to adjacent critical infrastructure (e.g. roads, bridges).

Funds are not to be used for growth-related expansion projects (e.g., new subdivision infrastructure).

A Recipient may choose to transfer its yearly allocation to another eligible Recipient in the furtherance of a joint project. A Recipient will only be allowed to transfer Funds if the following are in place:

- The participating Recipients will need to inform Ontario that they are undertaking a joint project and put formal agreements in place for the joint project that provide details on the shared funding arrangement and reason for the transfer of Funds.
- The Project being funded is listed as a priority in the asset management plans of all Recipients involved in the Project.

**SCHEDULE “B”
PROJECT REPORT AND ANNUAL FINANCIAL REPORT**

PART B.1 – PROJECT REPORT

The Project Report shall indicate to the Ministry what Project the Recipient will use the Funds for. The Project Report contains two sections: (1) Proposed Project Reporting Table and (2) Annual Project Information Update. The Recipient must submit a separate Project Report for every Project proposed to utilize the Funds.

PROPOSED PROJECT REPORTING TABLE

Section A of the applicable Project Report must be submitted 45 Business Days prior to the start of any construction or no later than March 31st of each calendar year.

Should the Recipient require a revision in the Project set out in the Project Report; the Recipient shall revise the Project Report and submit an updated Project Report as soon as possible to the Ministry and prior to any construction being undertaken on the Project. The Recipient shall note that the Project has been changed from the original Project Report.

ANNUAL PROJECT INFORMATION UPDATE

Section B of the applicable Project Report must be submitted no later than December 31st of each calendar year.

There are two (2) Project Reports:

- Project Report A: Road Resurfacing or Asset Management Projects
- Project Report B: Other Eligible Projects

For Projects involving asset management or road resurfacing, use report “A”.

Road resurfacing is defined as a road Project where the land will not be disturbed, altered or affected through excavation (i.e., no increase in width, change in alignment, etc.) except for the removal of the current surface and the installation of a new surface.

For all other Projects use report “B”.

PART B.2 – ANNUAL FINANCIAL REPORT

The Recipient shall provide an annual financial update to the Ministry in the form prescribed no later than December 31st of each calendar year.

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PROJECT REPORTS

ONTARIO COMMUNITY INFRASTRUCTURE FUND – FORMULA COMPONENT
PROJECT REPORT A – ROAD RESURFACING OR ASSET MANAGEMENT PROJECTS



Municipality / USB Name	2T			
Contact Name	2T	Title	2T	
Email	2T	Phone Number	2T	Date 2T

SECTION A: PROPOSED PROJECT REPORTING TABLE

Section A must be filled out and submitted to the ministry 45 Business Days prior to the start of any construction or no later than March 31st. Once the project is completed or if your annual update is due Section B of this report should be completed. A separate report should be filled out for every project you are planning to utilize Formula Component Funds for. If plans change and a new project is selected to utilize program funds, then an updated Project Report is required to be submitted to the Ministry.

PART 1: PROJECT DESCRIPTION INFORMATION

For each project, ensure that the following table is filled out:

Project Category	☐ Road Resurfacing (does not include any changes to the road, strictly removal of current surface and replacement of the surface) ☐ Asset Management				
Project Title	Project description to be filled out by the project manager.				
Project Description	Project description to be filled out by the project manager.				
Project Location (include the entire site of work)	Street Address / Cross Roads	City / Town	Latitude	Longitude	
Estimated Total Project Cost	\$		Formula Funds Expected to be Utilized		\$
Proposed Start Date			Proposed Completion Date		

SECTION B: ANNUAL PROJECT INFORMATION UPDATE

This section must be filled out when the above project is completed or annually at a minimum and submitted to the ministry no later than December 31st.

PART 1: PROJECT ACTIVITIES

1. What is the current status of the above project?

☐ In Progress - Ahead of Schedule
 ☐ In Progress - On Schedule
 ☐ In Progress - Behind Schedule
 ☐ Completed
 ☐ Not Proceeding

2. Is there any variance between the project description noted above and the actual project completed or in progress?

☐ No
 ☐ Yes

If Yes, please describe:

PART 1: PROJECT ACTIVITIES**3. For Asset Management Projects – What area did you focus your asset management efforts on?**

- ☐ State of local infrastructure (i.e., inventory of assets, valuation of assets, asset condition, etc.)
☐ Desired levels of service (i.e., performance measures, targets, timeframes, etc.)
☐ Asset management strategy (i.e., action plans, procurement methods, strategy risks, etc.)
☐ Financing strategy (i.e., expenditure forecasts, historic comparative analysis, etc.)

4. For Road Resurfacing Projects - As detailed in your asset management plan (AMP), what was the priority of the project using this funding?

- ☐ Over due to be completed?
☐ Due to be completed this year?
☐ Due to be completed in the next year?
- ☐ Due to be completed in the next 2-5 years?
☐ Due to be completed in the next 5+ years?
☐ Was not detailed in plan, Please specify: _____

5. Please indicate which of the following benefits you have experienced or anticipate for your municipality as a result of the project. Provide details where possible.

	At project completion	Anticipated (1-2 years out)	Details
Asset Management Plan is now a comprehensive plan for all core infrastructure	☐ Yes ☐ No	☐ Yes ☐ No	
Addressed urgent public health and safety issues.	☐ Yes ☐ No	☐ Yes ☐ No	
Highest priority items in Asset Management Plan addressed earlier than planned.	☐ Yes ☐ No	☐ Yes ☐ No	
Other? Please specify.	☐ Yes ☐ No	☐ Yes ☐ No	

PART 2: FINANCIAL UPDATE FOR THE CURRENT CALENDAR YEAR

Actual Total Project Costs	\$xxx
Actual Formula Funds Utilized on Eligible Project (from Section A)*	\$xxx
Closing Balance of Unspent Funds to Date	\$xxx

*This dollar value is the amount to be identified in your Annual Financial Report

NOTE: Supporting documentation for any financial figures in this report shall be provided to OMAFRA upon request and should be retained as per Section 11.7 of the Contribution Agreement.

PART 3: DUTY TO CONSULT DECLARATION

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

Declaration required for all Projects:

Confirmation provided to the Province of Ontario indicating that there has been no communication from any Aboriginal ☐ Yes ☐ No

Groups and that there were no items of cultural significance to aboriginal groups discovered with respect to this project.

PART 4: ATTESTATION

By inserting a name, title and date below, the Recipient warrants that:

1. The information provided herein and in any document attached is accurate and complete, and
2. It is in compliance with all of the terms and conditions of the Agreement.

Name	21	Title	21	Date	21
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ONTARIO COMMUNITY INFRASTRUCTURE FUND – FORMULA COMPONENT PROJECT REPORT B – OTHER ELIGIBLE PROJECTS



Municipality / LSB Name	2T	Title	2T	Date	2T
Contact Name	2T	Phone Number	2T		
Email	2T				

SECTION A: PROPOSED PROJECT REPORTING TABLE

Section A must be filled out and submitted to the ministry 45 Business Days prior to the start of any construction or no later than March 31st. Once the project is completed or if your annual update is due Section B of this report should be completed. A separate report should be filled out for every project you are planning to utilize Formula Component Funds for. If plans change and a new project is selected to utilize program funds, then an updated Project Report is required to be submitted to the Ministry.

PART 1: PROJECT DESCRIPTION INFORMATION

For each project, ensure that the following table is filled out:

Project Type	☐ Rehabilitation ☐ Replacement ☐ Renewal		<i>Note : Expansion Projects are not eligible under OCIF</i>	
Project Category	☐ Water ☐ Wastewater ☐ Roads (other than resurfacing) ☐ Bridges			
Project Title	Project description (max 100 characters)			
Project Location (include the entire site of work)	Street Address / Cross Roads Longitude	City / Town Latitude	Project description (max 100 characters)	
Estimated Total Project Cost	\$	Formula Funds Expected to be Utilized	\$	
Proposed Start Date	Proposed Completion Date			

PART 2: DUTY TO CONSULT ASSESSMENT QUESTIONS

These questions are intended to aid the Ministry of Agriculture, Food and Rural Affairs in meeting the Crown's duty to consult Aboriginal Communities. Aboriginal Communities include the Indian, Inuit and Métis peoples of Canada and any other group having Aboriginal or treaty rights under section 35 of the Constitution Act, 1982. It is important to note that consultations are an ongoing process. It is possible that Aboriginal Communities have brought or may bring forward new information in response to notifications that could affect Ontario's consultation obligations. It is important that Ontario be made aware of any new information so it can remain responsive throughout the consultation process. Please note that the Duty to Consult is relevant to all parts of the province whether a project is on reserve or municipal owned lands.

Environment & Geography	Does the municipality/LSB own the land, building(s) or works	
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PART 2: DUTY TO CONSULT ASSESSMENT QUESTIONS		
	upon which the proposed project will be constructed or renovated?	
	Is the proposed project land going to be disturbed, altered or affected through excavation, deforestation, etc.? Will the proposed project require in-water work? Will it affect a watercourse or watershed and, if so, to what extent? Will the proposed project affect birds / fowl or other animals and their habitat?	NO
Regulatory decisions, approvals, licenses, authorizations, agreements, etc. by the federal or provincial government, including conservation authorities, municipal by-laws or orders or other such instruments.	List any regulatory decisions/approvals etc. made or anticipated in relation to the proposed project. Include the type of approval, e.g. Municipal Class EA – Schedule B or whatever is relevant. Have any Aboriginal Communities been engaged in the decision/approval etc. process to date? If yes, please list the Aboriginal Communities and set out the nature of the consultation.	NO
	Is the municipality aware of any historical or archaeological finds, etc. in the vicinity of the proposed project site? Is the municipality aware of any recent claims or assertions by Aboriginal Communities in connection with the proposed project site?	NO
Known Assertions or Claims	Has the municipality ever consulted Aboriginal Communities in the past about this or any of its infrastructure projects? Has any Aboriginal Community recently previously expressed a concern regarding other infrastructure projects the municipality has undertaken? If so, what was the concern and what was the outcome?	NO

SECTION B: ANNUAL PROJECT INFORMATION UPDATE

This section must be filled out when the above project is completed or annually at a minimum and submitted to the ministry no later than December 31st.

PART 1: PROJECT ACTIVITIES

1. What is the current status of the above project?
☐ In Progress - Ahead of Schedule ☐ In Progress – On Schedule ☐ In Progress – Behind Schedule ☐ Completed ☐ Not Proceeding

2. Is there any variance between the project description noted above and the actual project completed or in progress?
☐ No ☐ Yes
 If Yes, please describe:

3. As detailed in your asset management plan (AMP), what was the priority of the project using this funding?
☐ Over due to be completed?
☐ Due to be completed this year? ☐ Due to be completed in the next 2-5 years?
☐ Due to be completed in the next year? ☐ Due to be completed in the next 5+ years?
☐ Was not detailed in plan, Please specify: _____

4. Please indicate which of the following benefits you have experienced or anticipate for your municipality as a result of the project. Provide details where possible.

	At project completion	Anticipated (1-2 years out)	Details
Addressed urgent public health and safety issues.	☐ Yes ☐ No	☐ Yes ☐ No	
Highest priority items in Asset Management Plan addressed earlier than planned.	☐ Yes ☐ No	☐ Yes ☐ No	
Other? Please specify.	☐ Yes ☐ No	☐ Yes ☐ No	

PART 2: FINANCIAL UPDATE FOR THE CURRENT CALENDAR YEAR

Actual Total Project Costs	\$xxx
Actual Formula Funds Utilized on Eligible Project (from Section A)*	\$xxx
Closing Balance of Unspent Funds to Date	\$xxx

*This dollar value is the amount to be identified in your Annual Financial Report

NOTE: Supporting documentation for any financial figures in this report shall be provided to OMAFRA upon request and should be retained as per Section 11.7 of the Contribution Agreement.

PART 3: DUTY TO CONSULT DECLARATION

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

Declaration required for all Projects:

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

☐ Yes ☐ No

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

Notice about this project, as well as a full project description, was provided to identified Aboriginal communities making them aware of the opportunity to express comments and concerns with respect to the following:

• the project;

• adverse impacts on hunting, trapping, fishing and plant harvesting; and

• any burial grounds or archaeological sites of cultural significance.

☐ Yes ☐ No

The Province of Ontario was made aware of any issue(s) identified by any Aboriginal communities.

A copy of any correspondence/information between the Recipient and any Aboriginal communities was forwarded to the Province of Ontario.

☐ Yes ☐ No
☐ Yes ☐ No

PART 4: ATTESTATION

By inserting a name, title and date below, the Recipient warrants that:

1. The information provided herein and in any document attached is accurate and complete; and
2. It is in compliance with all of the terms and conditions of the Agreement.

Name	21	Title	21	Date	21
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ANNUAL FINANCIAL REPORT

ONTARIO COMMUNITY INFRASTRUCTURE FUND - ANNUAL FINANCIAL REPORT



Recipient Name:	
Contact Name, Title:	
Email:	
Phone:	

FUNDS RECEIVED FROM OCIF FORMULA COMPONENT

(refer to Schedule "D" of your Agreement)

\$ -

ADDITIONS TO THE FUNDING AMOUNT:

Add: Any interest earned on the funds received

\$ -

(As per section 4.3 of your Agreement, recipients are required to provide the amount, if any, of the interest earned on the funds provided. Recipients are responsible for the calculation of interest earned.)

Add: Any amount(s) received from another Recipient's OCIF Allocation.
(Provide name of Municipality/Local Services Board and amount received)

Name of Municipality / LSB

1. \$ -

2. \$ -

3. \$ -

TOTAL RECEIVED FROM OTHER RECIPIENTS: \$ -

TOTAL FUNDS REQUIRED TO BE USED FOR PERIOD: \$ -

SUBTRACTIONS FROM THE FUNDED AMOUNT:Subtract: Any OCIF allocation amount(s) transferred to another Municipality/LSB.
(Provide name of Municipality/Local Services Board and amount transferred)

Name of Municipality / LSB

1. \$ -

2. \$ -

3. \$ -

TOTAL TRANSFERRED TO OTHER RECIPIENTS: \$ -

Subtract: Total formula funds utilized on eligible projects:

(Provide project name and total formula funds used for the project(s). Projects should match what was submitted in Section B - Part 2 Financial Update section of your required Project Report(s))

Project Name

1. \$ -

2. \$ -

3. \$ -

4. \$ -

5. \$ -

TOTAL FUNDS USED ON ELIGIBLE PROJECTS: \$ -

TOTAL FUNDS TRANSFERRED OR SPENT: \$ -

CLOSING BALANCE OF FUNDS*:

\$ -

* As per section 3.5 of your Agreement, Ontario may adjust the amount provided in the following year by the amount of Funds not spent by December 31. If the balance of funds is greater than zero, you must ensure that you have provided an amount for interest earned above.

ATTESTATION BY TREASURER/CLERK/CHIEF ADMINISTRATIVE OFFICER

By inserting a name, title and date below, the Recipient warrants that:

1. The information provided herein and in any document attached is accurate and complete;
2. Any interest earned (as noted under Additions to the Funding Amount above) has been used for costs associated with eligible projects or has been remitted to the Ministry; and
3. The Recipient is in compliance with all of the terms and conditions of the Agreement

Name		Date	
Title			

**SCHEDULE “C”
OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT**

PART C.1 – EFFECTIVE DATE OF AGREEMENT

C.1.1 *Effective Date Of Agreement.* This Agreement is effective as of the date that the Minister signs it.

PART C.2 – EXPIRATION DATE

C.2.1 *Expiration Date Of Agreement.* Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2018.

PART C.3 – INSURANCE REQUIREMENTS

C.3.1 *Insurance Requirements.* The Recipient shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

PART C.4 – SUBMISSION OF PROJECT REPORT

C.4.1 *Submission Of Project Report.* The Recipient shall submit its Project Report in accordance with the following:

The Recipient shall submit section “A” of the applicable Project Report to Ontario 45 Business Days prior to the start of any construction or no later than March 31st of each calendar year.

The Recipient shall submit section “B” of the applicable Project Report to Ontario no later than December 31st of each calendar year.

PART C.5 – SUBMISSION OF ANNUAL REPORT

C.5.1 *Submission Of Annual Report.* The Recipient shall submit the Annual Financial Report and Part “B” of the Project Report for all applicable Projects to Ontario by December 31st of the year in which the Funds were received.

PART C.6 – NOTICE AND CONTACT

C.6.1 Notice And Contact Information. Notices under this Agreement shall be sent to the following persons at the following addresses:

To Ontario: Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2 Attention: Joel Locklin, Manager Telephone: 519-826-3791 Fax: 519-826-3398 Email: OCIF@ontario.ca	To Recipient: The Corporation of the City of Sault Ste. Marie 99 Foster Street, PO Box 580 Sault Ste. Marie, Ontario P6A 5X6 Attention: Joseph Fratesi Telephone: (705) 759-5388 Email: j.fratesi@cityssm.on.ca
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PART C.7 – ASSET RETENTION PERIOD

C.7.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement. The Recipient shall notify OMAFRA in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. The Recipient shall not dispose of any assets purchased, constructed, rehabilitated or improved by the Funds without the prior written consent of Ontario.

C.7.2 Asset Retention Period. The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.

SCHEDULE “D”
FINANCIAL INFORMATION FOR THE PROJECT

PART D.1 – PROVISION OF FUNDS

D.1.1 Funds Provided By Ontario. Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to the amount indicated in the table immediately below in Funds for Eligible Costs. Subject to sections 3.5 and 4.3 of this Agreement, the Recipient may also retain any interest earned upon those Funds

Funding Year	Annual Financial Assistance	Timeframe for Funds to be spent:
2015	\$ 435,343.00	January 1 - December 31, 2015
2016	\$ 435,343.00	January 1 - December 31, 2016
2017	\$ 435,343.00	January 1 - December 31, 2017

PART D.2 – PAYMENT OF FUNDS

D.2.1 Payment of Funds. Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:

Annual Financial Assistance is equal to or under \$150,000.00

Funding Year	100% Payment Date Range
2015	January – March 2015
2016	January – March 2016
2017	January – March 2017

Annual Financial Assistance is over \$150,000.00

Funding Year	1 st Installment (25%)	2 nd Installment (50%)	3 rd Installment (25%)
2015	January – March 2015	April – June 2015	July to September 2015
2016	January – March 2016	April – June 2016	July to September 2016
2017	January – March 2017	April – June 2017	July to September 2017

**SCHEDULE “E”
ELIGIBLE AND INELIGIBLE COSTS**

PART E.1 – ELIGIBLE COSTS

E.1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and Part E.2 of this Schedule “E” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario's sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays that are documented through invoices, receipts or other records that is acceptable to Ontario.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, a tangible core infrastructure asset;
- (b) Development and implementation of asset management plans (e.g. software, training and inspections);
- (c) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (d) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, licence or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (e) The costs for consulting with an Aboriginal Group, including the Recipient's legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (f) The costs of developing and implementing innovative techniques for carrying out the Project;
- (g) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (h) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “G” of this Agreement; and
- (i) Other costs that are, in Ontario's sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

PART E.2 – INELIGIBLE COSTS

E.2.1 *Ineligible Costs.* The following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds being provided under this Agreement:

- (a) Costs not incurred in accordance with section 5.1(e) of the Agreement;
- (b) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including costs or expenses for surveys, and includes real estate fees and other related costs;
- (c) Financial charges, legal fees, other than those associated with consultation with Aboriginal Groups (provided such legal fees are reasonable), loan and interest payments
- (d) The value of any goods and services which are received through donations or in kind;
- (e) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (f) Meal, hospitality or incidental costs or expenses of Consultants
- (g) Costs associated with completing Expressions of Interest and/or applications for the Ontario Community Infrastructure Fund or the Building Canada Fund – Small Communities Fund; and
- (h) Costs of accommodation for any Aboriginal Group.

E.2.2 *Harmonized Sales Tax.* Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

E.2.3 *Costs Of Non-Arm's Length Parties.* The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

**SCHEDULE “F”
ABORIGINAL CONSULTATION REQUIREMENTS**

PART F.1 – PURPOSE AND DEFINITIONS

F.1.1 Purpose. This Schedule sets out the responsibilities of Ontario and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from Ontario to the Recipient.

F.1.2 Definitions. For the purposes of this Schedule:

“**Section 35 Duty**” means any duty Ontario may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

PART F.2 – RESPONSIBILITIES OF ONTARIO

F.2.1 Ontario's Responsibilities. Ontario is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as Ontario may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

PART F.3 – RESPONSIBILITIES OF THE RECIPIENT

F.3.1 Recipient's Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by Ontario, if such notice has not already been given by the Recipient or Ontario;
- (b) Immediately notifying Ontario of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;

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

Project and reporting to Ontario any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;

- (o) Consulting regularly with Ontario during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to Ontario the results of such discussions prior to implementing any applicable accommodation measures;
- (p) Complying with Ontario's direction to take any actions, including without limitation, suspension or termination of the Project, as Ontario may require; and
- (q) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from Ontario as Ontario may provide.

F.3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section 11.2 of the Agreement, Ontario, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

F.3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

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

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

PART F.4 – NO IMPLICIT ACKNOWLEDGEMENT

F.4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by Ontario or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in subsection F.1.2 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

PART F.5 – GENERAL

F.5.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of Ontario is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, Ontario, and provincial ministries, boards, agencies and other regulatory decision-makers.

PART F.6 – NOTICE AND CONTACT

F.6.1 Notices In Relation To Schedule. All notices to Ontario pertaining to this Schedule shall be in writing and shall be given sent to the person identified under Part 6.4 of Schedule C.

SCHEDULE “G” COMMUNICATIONS PROTOCOL

This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

PURPOSE

This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

PROJECT SIGNAGE

If the Recipient installs a sign at the site of a Project, the Recipient shall, at Ontario's request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by Ontario prior to installation.

The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

MEDIA EVENTS

The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project.

In requesting a media event or an announcement, the Party requesting the event will provide at least twenty-one (21) Business Days' notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

All joint communications material related to media events and announcements must be approved by Ontario and recognize the funding provided by Ontario.

Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

PRINTED MATERIALS, WEBSITES, PHOTO COMPILATIONS, AWARD PROGRAMS, AWARENESS CAMPAIGNS

The Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

ISSUES MANAGEMENT

The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

COMMUNICATING SUCCESS STORIES

The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

The Recipient acknowledges and agrees that Ontario may publicize information about the Project. Ontario agrees it will use reasonable efforts to consult with the Recipient about Ontario's publication about the Project prior to making it.

DISCLAIMER

If the Recipient publishes any material of any kind relating to the Project or the Ontario Community Infrastructure Fund, 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 Ontario's views.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-249

AGREEMENT: (AG 30) A by-law to authorize the execution of a Licence to Occupy City Property Agreement between the City and The Sault Ste. Marie Trail Blazers Snowmobile Club for the use of lands located at Strathclair Park.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Licence to Occupy City Property Agreement in the form of Schedule “A” hereto attached dated the 15th day of December, 2014 and made between the City and The Sault Ste. Marie Trail Blazers Snowmobile Club to use lands located at Strathclair Park to operate a snowmobile staging area.

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 15th day of December, 2014.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

THIS LICENCE made the 15th day of December, 2014

BETWEEN

THE SAULT STE. MARIE TRAIL BLAZERS SNOWMOBILE CLUB

hereinafter referred to as the "Licencee"

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

hereinafter referred to as the "City"

The City grants to the Licencee the right to occupy the property of the City described and marked on Schedule "A" as the "Staging Area" for the period January 1, 2015 to December 31, 2017, during the winter seasons.

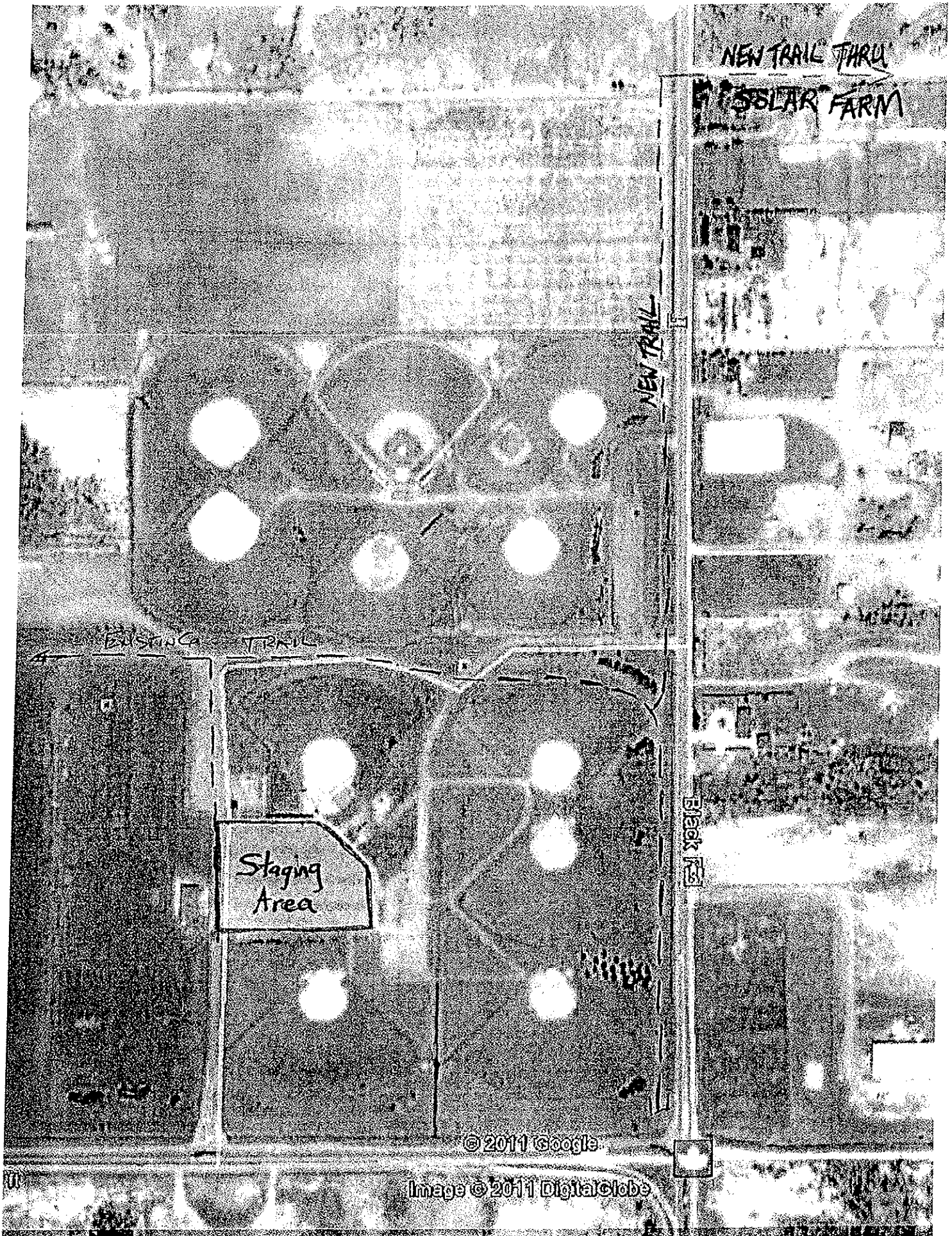
This Licence shall be for the purpose of providing a snow machine staging area subject to the terms and conditions set out in Schedule "B".

In this Licence, "City" means the The Corporation of the City of Sault Ste. Marie and any person authorized on its behalf.

Schedules "A" and "B" form part of this Licence of Occupation.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals on the 15th day of December, 2014.

) **THE SAULT STE. MARIE TRAIL**
) **BLAZERS SNOWMOBILE CLUB**
) **PER:**
)
)
) _____
) **Name:**
) **Title:**
) I have the authority to bind the corporation.
)
) **THE CORPORATION OF THE CITY**
) **OF SAULT STE. MARIE**
)
) _____
) **MAYOR – Christian Provenzano**
)
) _____
) **CITY CLERK – Malcolm White**
)
) We have the authority to bind the corporation.



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SCHEDULE "B"**ATTACHED TO AND FORMING PART OF A LICENCE OF OCCUPATION AGREEMENT DATED DECEMBER 15, 2014 BETWEEN THE LICENCEE AND THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

TERM: Commencing January 1, 2015 and terminating December 31, 2017.

PURPOSE: To make available to the Licencee, its employees, servants, agents and invitees a snow machine staging area in the parking lot at Strathclair Park at the location identified as "Staging Area" on Schedule "A" also attached to and forming part of this Licence of Occupation Agreement.

CONDITIONS

This Licence is subject to the following conditions:

1. The Licencee shall fully indemnify and save harmless the City from and against all claims including claims by the Licencee and including, without limiting the generality of the foregoing, all claims for personal injury or property damage, regardless of the cause and from all costs, counsel fees, expenses and liabilities incurred in or about such claims or any action or proceeding brought thereon. The Licencee shall provide the City with proof of general liability insurance satisfactory to the City in the amount of \$2,000,000.00.
2. The Licencee shall not place or allow to be placed any advertising or promotional signs on the demised premises without prior written approval of the City.
3. The Licencee shall keep the area of the demised premises neat and clean, free of debris and refuse.
4. The Licencee shall allow inspection of the demised premises and the operations of the Licencee during hours of operation by the City, its servants or employees on its behalf.
5. The Licencee shall not allow any activity that is contrary to City by-laws or the laws of the Province of Ontario or laws under Federal jurisdiction on the demised premises.
6. The Licencee shall not use or permit the use of the demised premises for any other purpose other than as a snow machine staging area and related parking

7. This Licence may not be assigned without the written permission of the City, which permission may be arbitrarily withheld.
8. The permission to utilize the demised property herein granted operates solely as a Licence and does not transfer any exclusive possessory right or leasehold interest to the Licencee.
9. Any breach of any of the clauses in this agreement shall at the option of the City and upon the City giving the Licencee fifteen (15) days' written notice constitute an automatic cancellation of this Licence. This clause is included for the benefit of the City and may be waived at its discretion. Unless a waiver is given in writing by the City to the Licencee, the City will not be deemed to have waived any breach by the Licencee of any terms or breach to which it refers and in no way affects or limits the right of the City with respect to any breach to which it does not specifically refer.

All notices given pursuant to this agreement 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 Legal Department
 The Corporation of the City of Sault Ste. Marie
 P.O. Box 580
 Sault Ste. Marie, Ontario P6A 5N1

LICENCEE The Sault Ste. Marie Trail Blazers Snowmobile Club
 c/o Darrell Maahs
 523 Wellington St. E.
 Sault Ste. Marie, ON P6A 2M4

provided that each party may from time to time change its address for service on written notice to the other. Any notice or statement shall be deemed to have been received on the third business day after the day on which the same is mailed as aforesaid.

10. The City shall plough the parking lot and staging area as well as the access to Second Line.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2014-251

APPOINTMENTS: (A1.3) A by-law to appoint Federico Pozzebon as Chief Building Official and Property Standards Officer and to repeal By-law 2006-68.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie pursuant to the *Building Code Act, 1992*, SO 1992, c 23 **ENACTS** as follows:

1. **APPOINTMENT – CHIEF BUILDING OFFICIAL AND PROPERTY STANDARDS OFFICER**

Federico Pozzebon is hereby appointed Chief Building Official and Property Standards Officer.

2. **BY-LAW 2006-68 REPEALED**

By-law 2006-68 is hereby repealed.

3. **EFFECTIVE DATE**

This by-law becomes effective on December 22, 2014.

PASSED in open Council this 15th day of December, 2014.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

cf/Staff/By-laws/2014/2014-251 Appointing Freddie Pozzebon

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2014-250

COUNCIL PROCEDURE: (A1.6) A by-law to adopt the rotation list for Acting Mayor for the current Council session.

WHEREAS on June 24, 2013, City Council passed By-law 2013-100, the "Procedure By-law" for the Council of the City of Sault Ste. Marie;

AND WHEREAS Section 2.5 of By-law 2013-100 requires that a rotation list for Acting Mayor be created at the first regular meeting of Council in its term;

AND WHEREAS a rotation list for the current City Council has not yet been created;

NOW THEREFORE The Council of The Corporation of the City of Sault Ste. Marie, pursuant to Section 238 of the *Municipal Act, 2001*, S.O. 2001, c. 25, and amendments thereto **ENACTS** as follows:

1. **ROTATION LIST FOR ACTING MAYOR**

During the month indicated in column 1, the Councillor indicated in column 2 shall be the Councillor who shall act as Acting Mayor in accordance with Section 2.5 of By-law 2013-100.

MONTH	COUNCILLOR NAME
JANUARY	JOE KRMPOTICH
FEBRUARY	PAUL CHRISTIAN
MARCH	RICK NIRO
APRIL	STEVE BUTLAND
MAY	ROSS ROMANO
JUNE	MARCHY BRUNI
JULY	MATTHEW SHOEMAKER
AUGUST	JUDY HUPPONEN
SEPTEMBER	SUSAN MYERS
OCTOBER	FRANK FATA
NOVEMBER	TERRY SHEEHAN
DECEMBER	LOU TURCO

2. **EFFECTIVE DATE**

This by-law shall be effective from the date of its final passing.

PASSED in Open Council this 15th day of December, 2014.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

cf LEGAL\STAFF\BYLAWS\2014\2014-250 ROTATION LIST FOR ACTING MAYOR.DOC