

REGULAR MEETING OF CITY COUNCIL REVISED AGENDA

Monday, February 9, 2015

4:30 p.m.

Council Chambers

	Pages
1. ADOPTION OF MINUTES	16 - 37
Mover : Councillor S. Myers Seconder : Councillor F. Fata	
Resolved that the Minutes of the Regular Council Meeting of 2015 01 26 be approved.	
2. QUESTIONS AND INFORMATION ARISING OUT OF THE MINUTES AND NOT OTHERWISE ON THE AGENDA	
3. DECLARATION OF PECUNIARY INTEREST	
3.1 Councillor M. Bruni - OLG	
Employed by OLG	
3.2 Councillor M. Bruni - By-law 2015-38 (Zoning) 65 Northern Avenue East (Stubbs/Bressan)	
Uncle of one of the applicants	
4. APPROVE AGENDA AS PRESENTED	
Mover : Councillor T. Sheehan Seconder : Councillor M. Bruni	
Resolved that the Agenda for 2015 02 09 City Council Meeting as presented be approved.	
5. PROCLAMATIONS/DELEGATIONS	
5.1 Sault Ste. Marie Toastmasters	

Shelli Donofrio, Toastmasters Advanced Communicator Silver – Area Governor,
Sault Ste. Marie Toastmasters District 86, Division N, Area 1

5.2 Best Practice Presentation – Collector App/Story Map App

Madison Zuppa, Environmental Initiatives Co-ordinator will be in attendance.

5.3 Departmental Presentations

38 - 76

Jerry Dolcetti, Commissioner of Engineering and Planning
Nuala Kenny, City Solicitor

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

Mover : Councillor S. Myers
Seconder : Councillor M. Bruni

Resolved that all the items listed under date 2015 02 09 – Part One – Consent Agenda be approved as recommended save and except item 6.13.

6.1 Correspondence

6.1.1 OLG

77 - 80

Quarterly payment from October 1 to December 31, 2014

6.1.1.1 Casino Revenue Summary

81 - 81

6.1.2 Ontario Good Roads Association

82 - 101

Superior Court Decision Over Road Salt

6.1.3 Canadian Civil Liberties Association

102 - 105

Regarding Bill 52, the *Protection of Public Participation Act*

6.1.4 AMO

106 - 110

Policy Update – 2015 Pre-Budget Submission

6.2 Liquor Licence Extension Requests

111 - 112

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

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

Resolved that City Council has no objection to the proposed extended licenced area as detailed in the written request for a liquor licence extension on private property for outdoor events on the following dates and times:

1. February 6, 2015 – 6:00 p.m. to 2:00 a.m. – The Machine Shop (St. Mary's

- Paper) – Mill Square – 75 Huron St. – Treble Charge Concert
2. February 14, 2015 – 6:00 p.m. to 2:00 a.m. – The Machine Shop (St. Mary's
Paper) – Mill Square – 75 Huron St. – Bon Soo Night of Ice and Fire Wine
Tasting

6.3 Staff Travel 113 - 114

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

Mover : Councillor S. Myers
Seconder : Councillor M. Bruni

Resolved that the report of the Chief Administrative Officer dated 2015 02 09 concerning Staff Travel be approved as requested.

6.4 Request for Financial Assistance for National/International Sports Competitions Canadian Junior Curling Championships 115 - 120

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

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

Resolved that the report of the Manager of Recreation and Culture dated 2015 02 09 concerning request for financial assistance for National/International Sports Competitions for Leah Hodgson and Laura Masters be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council approve a \$400 financial assistance grant for their participation at the 2015 M & M Meat Shops Canadian Juniors Curling Championships held in Cornerbrook, Newfoundland, from January 24 to February 1, 2015 be approved.

6.5 Request for Financial Assistance for National/International Sports Competitions – Richard MacLennan – Speed Skating 121 - 125

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

Mover : Councillor S. Myers
Seconder : Councillor M. Bruni

Resolved that the report of the Manager of Recreation and Culture dated 2015 02 09 concerning request for financial assistance for National/International Sports Competitions for Richard MacLennan be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council approve a \$200 financial assistance grant for Mr. MacLennan's participation at the International Skating Union's World Cup Championships to be held from February 6 to 8, 2015 in Heerenveen, Netherlands be approved.

6.6 Committee of Council on Graffiti Update 126 - 133

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

Mover : Councillor T. Sheehan

Seconder : Councillor F. Fata

Resolved that the report of the Environmental Initiatives Co-ordinator dated 2015 02 09 concerning the Committee of Council on Graffiti Update be received and the following recommendations be approved:

- That the Committee of Council on Graffiti remain in place and continue to meet throughout the year to ensure community engagement and co-ordination of projects; and
- That City staff explore the feasibility of developing a Public Art Policy, including graffiti management, which will be brought back to Council for review and approval.

6.7 Essar Centre Queen Street Drop Off and Pick-up Area

134 - 136

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

Mover : Councillor S. Myers

Seconder : Councillor M. Bruni

Resolved that the report of the Design and Construction Engineer dated 2015 02 09 be received and that Council approve including the expansion of the drop off and pick-up area at the Essar Centre in the 2015 Miscellaneous Construction Program.

6.8 Port of Algoma Offices in Civic Centre – Lease Agreement

137 - 139

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

The relevant By-law 2015-34 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.9 Revised Upton Road Design

140 - 142

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

Mover : Councillor T. Sheehan

Seconder : Councillor M. Bruni

Resolved that the report of the Design and Construction Engineer dated 2015 02 09 concerning Revised Upton Road Design be received and a road cross section with two 1.5m sidewalks, 0.6m curb and gutter on both sides and 7.5m of pavement width be adopted as the design standard for Upton Road as per the attached drawing.

6.10 Paramedic Student Preceptorship Placement Agreement

143 - 144

A report of Emergency Medical Services is attached for the consideration of

Council.

The relevant By-law 2015-27 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.11 Northern College Paramedic Student Agreement 145 - 146

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

The relevant By-law 2015-28 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.12 Easement – 59 Creery Avenue 147 - 149

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

The relevant By-law 2015-8 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.13 Acquisition of Property – Base Line 150 - 152

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

The relevant By-law 2015-35 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.14 Licence to Occupy City Property Agreement between the City and Algoma Common Elements Condominium Corporation No. 21 153 - 155

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

The relevant By-law 2015-36 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.15 Renewal of Lease – Pro Shop Lease – John Rhodes Community Centre 156 - 157

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

The relevant By-law 2015-37 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.16 Comprehensive Official Plan Review – Funding Request 158 - 161

A report of the Planner is attached for the consideration of Council.

Mover : Councillor T. Sheehan

Seconder : Councillor F. Fata

Resolved that the Report of the Planner dated 2015 02 09 concerning a funding request of up to \$10,000 for implementing a comprehensive public engagement strategy, and up to \$20,000 to hire a consultant to conduct a land use/traffic impact study of Second Line East between Great Northern Road and Black Road be referred to the 2015 Budget; and further that Council direct the Planning Advisory Committee to take the lead on the Comprehensive Official Plan Review.

6.17 Destination North – NOHFC Application

162 - 163

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

Mover : Councillor T. Sheehan

Seconder : Councillor F. Fata

Whereas over the last several years the Ontario government, through the Northern Ontario Heritage Fund (NOHFC), has encouraged Northern Ontario cities to develop major tourist destination projects which would enhance community, economic and tourism and development opportunities throughout the North; and

Whereas the City's "Gateway" site had originally been designated by City Council as the site of a potential project where a proponent could take advantage of the funding that was being offered by NOHFC, initially in the amount of \$15 million and more recently, in the amount of \$5 million; and

Whereas on August 12, 2013, City Council passed a resolution accepting a proposal from Justus Veldman, Riversedge and Blueforest Ventures, known as "Destination North" for the re-development of the former St. Mary's Paper site and authorize City staff to make application to NOHFC for \$5 million in funding contribution towards the development of this exciting tourist attraction; and

Whereas the City of Sault Ste. Marie was advised by NOHFC on December 23, 2013, that the project was "viewed as potentially eligible" and "should proceed for further review" (Stage 1) and the City was invited to submit a full proposal; and

Whereas it is no longer a condition of eligibility for this funding that the City be a proponent in this application;

Now Therefore Be it Resolved that the City of Sault Ste. Marie consents to the transfer and in fact transfers its interest and eligibility for funding in this application to Destination North Discovery Group and encourages NOHFC to fully support the development of "Destination North" on the former St. Mary's Paper site in Sault Ste. Marie.

6.18 Mausoleum Phase XIV

164 - 168

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

Mover : Councillor T. Sheehan

Seconder : Councillor F. Fata

Resolved that the report of the Manager of Cemeteries dated 2015 02 09 concerning Mausoleum Phase XIV be received and that Council approve the construction of Phase XIV of the Mausoleum Master Plan; further that staff be authorized to engage the services of EPOH architects for the planning, registration and tendering of the construction of Phase XIV of the Municipal Mausoleum with funding for the proposed project from the Cemetery Reserve.

6.19 Pointe des Chenes Campground – Update

169 - 170

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

Mover : Councillor S. Myers
Seconder : Councillor M. Bruni

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2015 02 09 concerning Pointe des Chenes Campground – Update be accepted and Council authorize staff to negotiate a new five (5) year agreement with the Lions Club based on the key terms stated therein, with the intent to minimize the City’s annual expenses at the campground.

6.20 CAO Selection Committee

171 - 173

Minutes of January 29, 2015 Committee Meeting are attached for the information of Council.

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1 ADMINISTRATION

7.1.1 Recruitment of New Commissioner of Finance and Treasurer

174 - 180

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

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

Resolved that Council authorize the vacancy that will be created out of the announced retirement of Bill Freiburger, Commissioner of Finance and Treasurer, and that such vacancy be filled by way of the selection process described in the City’s Guidelines, with the initial steps limited to internal applicants only; further that Council appoints one of its members to the Selection Committee to assist in the selection of the next Commissioner of Finance and Treasurer, who will be ultimately appointed by By-Law by City Council on the recommendation of the Chief Administrative Officer.

7.2 COMMUNITY SERVICES DEPARTMENT

7.3 ENGINEERING

7.3.1 Port of Algoma – Master Consultant Selection

181 - 184

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

Mover : Councillor S. Myers
Seconder : Councillor M. Bruni

Resolved that the report of the Commissioner of Engineering and Planning dated 2015 02 09 be accepted and that Council approve the consulting team of KPMG/AECOM to be retained in carrying out the project, subject to the following condition that:

1. Phase 1 can proceed for an upset limit of \$3,176,945, having a completion target date of October 2015; and
2. Phase 2 can proceed only if the results in Phase 1 indicate a successful 'go forward' action and funding for Phase 3 (implementation/construction) of the expanded harbour is available from the various partners to this project, including the senior levels of government, the private sector and others.

7.4 FIRE

7.5 LEGAL

7.6 PLANNING

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

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

8.1 Heritage Designation Planning Policy

Mover : Councillor S. Myers

Seconder : Councillor T. Sheehan

Whereas City Council recently dealt with an engineering matter that revealed the absence of a Heritage Designation Planning Policy for identified districts or neighbourhoods within the City; and

Whereas the *Ontario Heritage Act* enables municipalities to designate the whole or any part of a community as a heritage conservation district to protect and enhance groups of properties or neighbourhoods that collectively give an area special character;

Now Therefore Be It Resolved that the City Planning Department be requested to report back to City Council and

1. provide information as to the process involved to designate a neighborhood;
2. outline any additional costs to introduce this policy into the City planning process;
3. consult with the Municipal Heritage Committee appointed by City Council as to the value in adding this step to our planning process.

8.2 Electronic Recording of Closed Council Meetings

185 - 189

Mover : Councillor M. Shoemaker

Seconder : Councillor J. Hupponen

Whereas since January 1st 2008, citizens of Ontario have had the right to request that the Ontario Ombudsman investigate closed municipal meetings that they believe may have contravened *The Municipal Act 2001* or municipal procedural bylaws; and

Whereas the Office of the Ontario Ombudsman has recommended that municipalities electronically record closed meetings; and

Whereas electronic records are more complete, definitive and less subject to dispute than written minutes and/or spoken recollections; and

Whereas in the event of a complaint or request to investigate a closed meeting, the availability of an electronic record would provide an accessible and complete account of the meeting, reduce the time, expense and number of interviews needed to conduct the investigation, and lead to faster decisions, recommendations and complaint resolutions;

Now Therefore Be It Resolved that effective March 1, 2015, all closed sessions of meetings of Sault Ste. Marie City Council shall be recorded using digital audio-video recording technology and that the City Clerk's department shall be made responsible for the care and retention of the resulting records.

8.3 LED Streetlights

190 - 204

A copy of a City of Barrie Council report dated January 26, 2015 is attached for the information of Council.

Mover : Councillor S. Butland

Seconder : Councillor P. Christian

Whereas 95 Ontario cities have committed to LED street light conversion and another 30 – 40 are in various stages of implementing the conversion; and

Whereas City costs of energy and maintenance have risen by over \$700,000 this past year; and

Whereas there seemingly are considerable savings in energy consumption and a 50 – 70% reduction in maintenance costs; and

Whereas there is presently in place from Independent Electrical Systems Operators (IESO) an incentive to assist in financing the implementation;

Now Therefore Be It Resolved that the President and CEO of PUC Inc. be requested to attend the meeting of Council on February 23, 2015 with plans of implementation for conversion or provide reasons for not proceeding.

8.3.1 City of Barrie Council Report

205 - 219

Document inadvertently not attached to Agenda

8.4 Appointments to Boards and Committees

Mover : Councillor R. Romano

Seconder : Councillor J. Krmpotich

Whereas the policy that governs City Council appointments to boards and committees (A-III-1) is dated November 1, 1982 and has not been updated since; and

Whereas the policy specifically prescribes and requires that City Council will make the appointments to boards and committees in closed session; and

Whereas the policy is silent on whether City Council could or should make appointments or endorsements to share capital corporation boards or any boards and committees that are otherwise private operations or enterprises; and

Whereas the current policy is outdated and does not ensure that City Council makes its appointments openly and transparently; and

Whereas it is good practice to update City Council policy and procedure regularly in order to ensure that City Council is employing best practices;

Now Therefore Be It Resolved that:

1. A Committee be struck consisting of two City Councillors and the City Clerk to review the appointments policy, research current and best practices as used by other municipalities and redraft the policy in accord with those current and best practices for City Council's consideration and approval; and
2. That the Committee ensure that the policy brought to City Council for review and approval proposes an open and transparent boards and committee appointment process; and
3. That the Committee ensure that the policy brought to City Council for review and approval canvasses and outlines the scope of City Council's authority to make appointments to boards and committees including appointments to or endorsements of directors to share capital corporation boards or any boards and committees that are otherwise private operations or enterprises; and
4. In the meantime, and while City Council awaits the provision of the policy for its review and approval, any appointments to boards and committees made by Council shall be made in an open Council session;
5. In the meantime, and while City Council awaits the provision of the policy for its review and approval, no appointments or endorsements to private or share capital boards and committees shall be made by Council.

8.5 Crowdfunding

Mover : Councillor T. Sheehan

Secunder : Councillor J. Hupponen

Whereas crowdfunding is the practice of funding a project or venture by raising monetary contributions from a large number of people, typically via the Internet; and

Whereas one early-stage equity expert described it as "the practice of raising funds from two or more people over the Internet towards a common service, project, product, investment, cause, and experience; and

Whereas the crowdfunding industry is exploding with entrepreneurs, investors, portal operators, third party service providers and experts from around the world who are all jockeying for position to take advantage of a promising and brand new fundraising channel for Small Medium Enterprises (SMEs) and creative or social projects; and

Whereas the crowdfunding model is fueled by three types of actors: the project initiator who proposes the idea and/or project to be funded; individuals or groups who support the idea; and a moderating organization (the "platform") that brings the parties together to launch the idea; and

Whereas in 2013, the crowdfunding industry grew to be over \$5.1 billion worldwide;

Now Therefore Be It Resolved that City Council request a report from the Innovation Centre in partnership with the Economic Development Corporation on how a strategy can be developed to improve crowdfunding opportunities that will strengthen new and existing private/public ventures in Sault Ste. Marie.

8.6 Airport Road/Base Line Intersection

Mover : Councillor R. Romano

Seconder : Councillor J. Krmpotich

Whereas the yellow flashing light located at the intersection of Baseline and Airport Road, in Sault Ste. Marie, Ontario has been removed by PWT, due to an operational failure of the said light, in or about October of 2014; and

Whereas the said light was placed at the said intersection on or about the Fall/Winter of 1958/1959 at the direction of the then Township of Korah, which was ultimately amalgamated into the City of Sault Ste. Marie on January 1, 1965; and

Whereas the decisions of the Council of the Township of Korah would have been grandfathered into the City of Sault Ste. Marie; and

Whereas the said light was determined by the then Council of the Township of Korah in or about the Fall/Winter of 1958/1959, to have been necessary in order to alleviate/minimize the safety concerns of motorists traveling through the said intersection; and

Whereas the said intersection was formerly the intersection of Baseline and Point Aux Pins Road; and

Whereas the said decision of the then Township of Korah was prompted following a fatal motor vehicle collision which occurred on July 25, 1958, where the late Ms. Darcy Gartshore lost her life; and

Whereas it was determined by the said Council, at that time, that the geography of the said intersection was such that it is a significant risk to the safety of motorists traveling through said intersection given that the intersection is located within a valley which makes it difficult for motorists on the now Airport Road to see traffic from Baseline, which traffic is traveling through or onto Airport Road, and vice versa, especially during times of inclement weather; and

Whereas it was determined by the then Township of Korah, that a flashing yellow light hanging above the said intersection would alleviate/minimize the said risk, by providing notice of the said intersection to motorists of both Baseline and the now Airport Road; and

Whereas the removal of the said light on or about October of 2014, has resulted in numerous complaints and concerns that have been voiced through numerous telephone calls and correspondence, by residents of Sault Ste. Marie and the Township of Prince; and

Whereas the Township of Prince supports the said light to be replaced immediately or as soon thereafter as is reasonably practicable; and

Whereas this Council passed a resolution on January 26, 2015, to have a study

prepared with respect to the necessity of having the said light at the said intersection; and

Whereas that study has not yet been completed; and

Whereas the said study has already been commissioned and will still be necessary in order to provide the Council with a detailed assessment and appreciation of the said intersection and any other potential hazards or concerns that ought to be addressed with respect to it; and

Whereas it is not necessary that the said study be completed before this Council make a decision with respect to the replacement of the said light at the said intersection or a different type of lighting system that would provide the same level of notice to motorists as the former yellow flashing light had provided;

Now Therefore Be It Resolved that this Council immediately make all necessary arrangements to ensure that a replacement light be installed at the said intersection immediately or as soon thereafter as is reasonably practicable, in order to avoid any further accidents and to promote public safety on our roads in Sault Ste. Marie; and

Further that if the same light is no longer available to be placed at the said intersection that, a different lighting system be placed at the said intersection, to provide motorists, both northbound and southbound on Airport Road and motorists both eastbound and westbound on Baseline with proper and adequate notice of the said intersection, immediately or as soon thereafter as is reasonably practicable, in order to avoid any further accidents and to promote public safety on our roads in Sault Ste. Marie.

8.6.1 Additional correspondence

220 - 222

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 S. Myers
Seconder : Councillor F. Fata

Resolved that all By-laws under item 11 of the Agenda under date 2015 02 09 be approved save and except By-laws 2015-35 and 2015-38.

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

11.1.1 By-law 2015-8 (Easement) 59 Creery (McCoull)

223 - 224

A report from the City Solicitor is on the Agenda.

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

Resolved that By-law 2015-8 being a by-law to authorize the acquisition of an

Easement by the City from Robert Gordon McCoull and Crystal McCoull, over a portion of their property at 59 Creery Avenue, being legally described as PCL 9154 SEC AWS; LT 2 PL M381 ST. MARY'S (PIN 31523-0123 LT) for a sanitary sewer be passed in open Council this 9th day of February, 2015.

11.1.2 By-law 2015-27 (Agreement) Cambrian College 225 - 234

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

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

Resolved that By-law 2015-27 being a by-law to authorize the execution of an agreement between the City and Cambrian College to continue a preceptor partnership with Cambrian College where they place students with City paramedics to complete their program requirements be passed in open Council this 9th day of February, 2015.

11.1.3 By-law 2015-28 (Agreement) Northern College 235 - 244

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

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

Resolved that By-law 2015-28 being a by-law to authorize the execution of a Clinical Placement Agreement between the City and Northern College to allow the continuance of a preceptor partnership with Northern College where they place students with City paramedics to complete their program requirements be passed in open Council this 9th day of February, 2015.

11.1.4 By-law 2015-32 (Building) Amend Schedule "A" By-law 2008-148 245 - 249

Passed by Council Resolution on January 12, 2015.

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

Resolved that By-law 2015-32 being a by-law to amend Schedule "A" to By-law 2008-148 (a by-law respecting construction, demolition and change of use permits, inspections and related matters for the City of Sault Ste. Marie) be passed in open Council this 9th day of February, 2015.

11.1.5 By-law 2015-34 (Agreement) Port of Algoma Inc. 250 - 271

A report from the Commissioner Engineer & Planning Department is on the Agenda.

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

Resolved that By-law 2015-34 being a by-law to authorize the execution of an agreement dated February 9, 2015 between the City and Port of Algoma Inc. for a

License Agreement to lease a portion of the third floor of the City owned building at 99 Foster Drive be passed in open Council this 9th day of February, 2015.

11.1.6 By-law 2015-35 (Property Acquisition) Base Line 272 - 273

A report from the City Solicitor is on the Agenda.

Mover : Councillor S. Myers

Seconder : Councillor F. Fata

Resolved that By-law 2015-35 being a by-law to authorize the City's purchase of a portion of property located at civic 1915 Base Line, Sault Ste. Marie be passed in open Council this 9th day of February, 2015.

11.1.7 By-law 2015-36 (Agreement) Algoma Common Elements Condominium Corporation No. 21 274 - 282

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

Mover : Councillor S. Myers

Seconder : Councillor F. Fata

Resolved that By-law 2015-36 being a by-law to authorize the execution of a Licence to Occupy City Property Agreement between the City and Algoma Common Elements Condominium Corporation No. 21 for the use of lands located at the intersection of Fourth Line West and Crimson Ridge Drive, municipally known as Fourth Line West for a period of five (5) years commencing February 1, 2015 and ending on January 31, 2020 be passed in open Council this 9th day of February, 2015.

11.1.8 By-law 2015-37 (Agreement) 882206 Ontario Inc. 283 - 295

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

Mover : Councillor S. Myers

Seconder : Councillor F. Fata

Resolved that By-law 2015-37 being a by-law to authorize the execution of an agreement between the City and 882206 Ontario Inc. to renew the lease for the Pro Shop at the John Rhodes Community Centre for a term of five (5) years commencing March 1, 2015 and expiring February 28, 2020 be passed in open Council this 9th day of February, 2015.

11.1.9 By-law 2015-38 (Zoning) 65 Northern Avenue East (Stubbs/Bressan) 296 - 299

Approved by Council resolution January 26, 2015.

Mover : Councillor S. Myers

Seconder : Councillor F. Fata

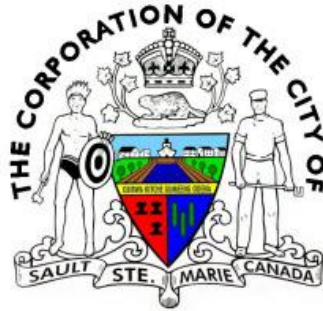
Resolved that By-law 2015-38 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 65 Northern Avenue East (Stubbs/Bressan) be passed in open Council this 9th day of February, 2015.

- 11.2 By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority
- 11.3 By-laws before Council for THIRD reading which do not require more than a simple majority
- 12. QUESTIONS BY, NEW BUSINESS FROM, OR ADDRESSES BY MEMBERS OF COUNCIL CONCERNING MATTERS NOT OTHERWISE ON THE AGENDA
- 13. CLOSED SESSION
- 14. ADJOURNMENT

Mover : Councillor T. Sheehan

Seconder : Councillor F. Fata

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, January 26, 2015

4:30 p.m.

Council Chambers

Present: Mayor C. Provenzano, Councillor S. Butland, Councillor P. Christian, Councillor S. Myers, Councillor T. Sheehan, Councillor J. Hupponen, Councillor M. Shoemaker, Councillor L. Turco, Councillor R. Niro, Councillor M. Bruni, Councillor J. Krmpotich, Councillor R. Romano

Absent: Councillor F. Fata

Officials: J. Fratesi, N. Apostle, J. Dolcetti, B. Freiburger, L. Girardi, N. Kenny, P. Niro, M. Provenzano, M. White, D. McConnell, R. Tyczinski, F. Coccimiglio

Others: D. Petersson, M. Figliola, S. Schell, L. Ballstadt, M. Foggia, C. Rumiel

1. ADOPTION OF MINUTES

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that the Minutes of the Regular Council Meeting of 2015 01 12 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 – Downtown Community Improvement Plan – Financial Incentive Grant Applications

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

3.2. Councillor R. Niro – By-law 2015-16 (Official Plan Amendment) 400 & 428 Northern Avenue East

Son-in-law employed by Sault College.

3.3. Councillor R. Niro – By-law 2015-17 (Zoning) 400 Northern Avenue East

Son-in-law is employed by Sault College.

3.4. Councillor R. Niro – By-law 2015-18 (Zoning) 428 Northern Avenue East

Son-in-law employed by Sault College.

3.5. Councillor R. Niro – By-law 2015-19 (Development Control) 400 & 428 Northern Avenue East

Son-in-law employed by Sault College.

3.6. Councillor M. Bruni – A-4-15-Z-65 Northern Avenue East

Applicant is related.

3.7. Councillor M. Bruni – Essar Steel Algoma Inc.

Daughter employed by EDC.

3.8. Councillor J. Krmpotich – Essar Steel Algoma Inc.

Employed by Essar Steel Algoma Inc.

3.9. Councillor M. Shoemaker – By-law 2015-16 (Official Plan Amendment) 400 & 428 Northern Avenue East

Member of the Sault College Board of Governors.

3.10. Councillor M. Shoemaker – By-law 2015-17 (Zoning) 400 Northern Avenue East

Member of the Sault College Board of Governors.

3.11. Councillor M. Shoemaker – By-law 2015-18 (Zoning) 428 Northern Avenue East

Member of the Sault College Board of Governors.

3.12. Councillor M. Shoemaker – By-law 2015-19 (Development Control) 400 & 428 Northern Avenue East

Member of the Sault College Board of Governors.

3.13. Councillor M. Shoemaker – By-law 2015-20 (Zoning – Temporary Use) 885 Second Line East

Applicant is a client of law firm.

3.14. Councillor M. Shoemaker – A-3-15-T – 885 Second Line East

Applicant is client of law firm.

3.15. Councillor M. Shoemaker – Essar Steel Algoma Inc.

Father is employed by Essar Steel Algoma Inc.

3.16 Councillor P. Christian – By-law 2015-16 (Official Plan Amendment) 400 & 428 Northern Avenue East

Member of the Sault College Board of Governors.

3.17. Councillor P. Christian – By-law 2015-17 (Zoning) 400 Northern Avenue East

Member of the Sault College Board of Governors.

3.18. Councillor P. Christian – By-law 2015-18 (Zoning) 428 Northern Avenue East

Member of the Sault College Board of Governors.

3.19. Councillor P. Christian – By-law 2015-19 (Development Control) 400 & 428 Northern Avenue East

Member of the Sault College Board of Governors.

3.20 Mayor C. Provenzano – Downtown Community Improvement Plan – Financial Incentive Grant Applications

One of the applicants is a former client.

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that the Agenda and Addendum for the 2015 01 26 City Council Meeting as presented be approved.

Carried

5. PROCLAMATIONS/DELEGATIONS

5.1. Ontario Winter Carnival Bon Soo

Brett Lund, President, Bon Soo Board of Directors

5.2. Red Cross Summer/Winter Maintenance for Seniors

Diane Lajambe, District Branch Manager, Canadian Red Cross

5.3. Departmental Best Practice

Paul Milosevich, Assistant Fire Chief, Prevention and Public Education – Smart Phones

5.4. Website Refresh Presentation

The new corporate website was presented to Council. (Lori Ballstadt, Frank Coccimiglio)

5.5. Departmental Presentations

Nick Apostle, Commissioner of Community Services and Malcolm White, City Clerk were in attendance

5.6. Preliminary Budget 2015

Shelley Schell, Manager of Finance and Budgets

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

Moved by: Councillor P. Christian

Seconded by: Councillor R. Romano

Resolved that all the items listed under date 2015 01 26 – Part One – Consent Agenda and Addendum be approved as recommended, save and except items 6.1.2, 6.1.3, 6.7 and 6.11.

Carried

6.1. Correspondence

6.1.1 Laidlaw, Paciocco, Dumanski, Spadafora & Johnson Law Firm

Proposed Gateway site development

6.1.4 Sault Association of Ratepayers

CAO Selection Process

6.1.5 Carl P. Lindon

Battery electric vehicles

6.2. Staff Travel

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

Moved by: Councillor S. Butland

Seconded by: Councillor R. Romano

Resolved that the report of the Chief Administrative Officer dated 2015 01 26 concerning Staff Travel be approved as requested.

Carried

6.3. Property Tax Appeals

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

Moved by: Councillor S. Butland

Seconded by: Councillor R. Romano

Resolved that the report of the City Tax Collector dated 2015 01 26 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. 2015 Budget Meeting

The report of the Commissioner of Finance/Treasurer is attached for the consideration of Council.

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Commissioner of Finance and Treasurer dated 2015 01 26 concerning 2015 Budget be received as information.

Carried

6.5. Public Input

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Manager of Finance and Budgets dated 2015 01 26 concerning Public Input be received as information and referred to the Finance Committee in the near future for discussion and further direction.

Carried

Moved by: Councillor S. Myers

Seconded by: Councillor M. Shoemaker

Resolved that the correspondence concerning the 'Budget Allocator' software used by the City of Mississauga be referred to the Finance Committee for further review.

Carried

6.6. GIS Contract Renewal 2015-2019

The report of the Manager of Information Technology was received by Council.

The relevant By-law 2015-23 is listed under item 11 of the Minutes.

6.8. Viability of Operating Without the C.A.O. Position

Moved by: Councillor S. Butland

Seconded by: Councillor R. Romano

Resolved that the report of the Commissioner of Human Resources dated 2015 01 26 be received and that City Council confirm the continuation of the role of Chief Administrative Officer; further that the CAO Selection Committee proceed with the recruitment to fill the vacancy in accordance with the Human Resources Policy 1-9 (as amended on 2015 01 12).

Carried

6.9. 2015-2018 Corporate Strategic Plan

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

Moved by: Councillor P. Christian

Seconded by: Councillor R. Romano

Resolved that the report of the Deputy City Clerk and Manager of Quality Improvement dated 2015 01 26 concerning 2015-2018 Corporate Strategic Plan be received as information.

Carried

6.10. Splash Park

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

Moved by: Councillor S. Butland

Seconded by: Councillor R. Romano

Resolved that the report of the Commissioner of Community Services dated 2015 01 26 concerning a municipal splash park be received and that the cost of engaging a consultant

to evaluate potential sites and estimate costs for various splash pad designs be referred to the 2015 Budget.

Carried

6.12. Second Line East Widening Phase III – Engineering Agreement

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

The relevant By-law 2015-21 is listed under item 11 of the Minutes.

6.13. Additional Work – McMeeken Street Reconstruction

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

The relevant By-law 2015-22 is listed under item 11 of the Minutes.

6.14. Street Assumption and Closing Part Wawanosh Avenue

The report of the City Solicitor was received by Council.

The relevant By-laws 2015-11 and 2015-12 are listed under item 11 of the Minutes.

6.15. Licence of Occupation Transport Canada for Millennium Fountain

The report of the City Solicitor was received by Council.

The relevant By-law 2015-25 is listed under item 11 of the Minutes.

6.16. Property Standards By-law – Housekeeping

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

The relevant By-law 2015-9 is listed under item 11 of the Minutes.

6.17. Informal Trails

The report of the Planning Director was received by Council.

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Planning Director dated 2015 01 26 concerning informal trails be received as information.

Carried

6.18. Hub Trail Spokes and Priority Cycling Routes

The report of the Planner was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor R. Romano

Resolved that the report of the Planner dated 2015 01 26 concerning Priority Cycling Routes completed by MMM Group, be approved and used as a basis for future cycling and Hub Trail improvements.

Carried

6.19. Downtown Community Improvement Plan – Financial Incentive Grant Applications

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

Mayor C. Provenzano declared a conflict on this item. (One of the applicants is a former client.)

The report of the Planner was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Planner dated 2015 01 26 concerning the Downtown Community Improvement Plan Financial Incentive applications be received as information; further that the grant applications listed in this report be approved.

Carried

6.20. Council Travel

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that Councillor L. Turco be authorized to travel to the Association of Municipalities of Ontario board meeting in Toronto for two days in January at a cost to the City of \$300.

Carried

6.21. Street Closings – Bon Soo

Letters of request for temporary street closings in conjunction with the Bon Soo Winter Carnival were received by Council.

- Canal Drive from Huron Street to power canal – Bon Soo Grand Opening – 3 p.m. to 8:30 p.m. – February 6, 2015
- Lower Lake Street from Queen Street to Bellevue Park – Bon Soo Polar Bear Swim – 9 a.m. to 3 p.m. – February 15, 2015

The relevant By-laws 2015-29 and 2015-30 are listed under item 11 of the Minutes.

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1. ADMINISTRATION

7.1.1 Preliminary 2015 Budget

Moved by: Councillor S. Butland

Seconded by: Councillor R. Romano

Resolved that the preliminary 2015 budget be received as information.

Carried

7.1.1.1 Mayor and Council

7.1.1.2 Chief Administrative Officer

7.1.1.3 Human Resources Department

7.1.1.4 Finance Department

7.1.1.5 City Clerk's Department

7.1.1.6 Legal Department

7.1.1.7 Fire Services

7.1.1.8 Police Service

7.1.1.9 Engineering and Planning Department

7.1.1.10 Public Works & Transportation Department

7.1.1.11 Community Services Department

7.1.1.12 Social Services Department

7.1.1.13 Outside Agencies & Grants

7.1.1.14 Corporate Financials

7.1.1.15 Capital from Current

(6.1.2) David Oraziotti, MPP and Hon. Eric Hoskins, Minister of Health & Long Term Care

Moved by: Councillor S. Myers

Seconded by: Councillor M. Shoemaker

WHEREAS Algoma Public Health is an important community health agency and partner in our municipality; and

WHEREAS Algoma Public Health receives substantial municipal funding; and

WHEREAS the Mayor and Council appoint three directors to the Board of Algoma Public Health; and

WHEREAS the Mayor and Council are concerned about recent reports regarding the Interim Chief Financial Officer of Algoma Public Health who may have misrepresented his identity, and is reported to have been convicted of criminal offences for fraudulent activity; and

WHEREAS the Mayor and Council are responsible for acting in the best interest of the community, and responsible for the expenditure of municipal dollars;

Now Therefore Be It Resolved that the Mayor and Council ask the Board of Health for Algoma Public Health for a report confirming:

- That the Board of Algoma Public Health has hired a qualified auditor to investigate, confirm and report on the integrity of Algoma Public Health's financial records during the period of time that Algoma Public Health contracted with or otherwise employed the Interim Chief Financial Officer; and
- What steps are being or have been taken by the Board of Algoma Public Health to ensure that no employee information was accessed, obtained or retained by the Interim Chief Financial Officer; and
- What process was followed in retaining the services of the Interim Chief Financial Officer and if a new process is proposed, what deficiencies in the previous process have been identified and how have said deficiencies been addressed;

Further that the information requested herein be provided to City Council by way of a formal report being presented to City Council at the first meeting of City Council following said report being received by the Board of Algoma Public Health.

Carried

Recorded	For	Against	Absent/Pecuniary
Mayor C. Provenzano	X		
Councillor S. Butland	X		
Councillor F. Fata			X
Councillor S. Myers	X		
Councillor J. Krmpotich	X		

Councillor R. Niro	X
Councillor M. Shoemaker	X
Councillor R. Romano	X
Councillor J. Hupponen	X
Councillor P. Christian	X
Councillor M. Bruni	X
Councillor T. Sheehan	X
Councillor L. Turco	X

(6.1.3) Essar Steel Algoma Inc.

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

Councillor J. Krmpotich declared a conflict on this item. (Employed by Essar Steel Algoma Inc.)

Councillor M. Shoemaker declared a conflict on this item. (Father employed by Essar Steel Algoma Inc.)

Moved by: Councillor P. Christian

Seconded by: Councillor R. Romano

Resolved that correspondence from Essar Steel Algoma Inc. dated 09 January 2015 be received and referred to the Sault Ste. Marie Economic Development Corporation for review and report back to Council as it relates to the Economic Diversification Fund.

Carried

(6.7) Website Communications Position

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

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that the report of the City Clerk and Commissioner of Finance and Treasurer dated 2015 01 26 concerning Website Communications Position be accepted and the position be added to the Corporate Affairs section of the Clerk's Department and funded through the savings identified in the report with no increase to the existing corporate budget.

Carried

(6.11) Petition to Construct Sidewalk on Both Sides of Upton Road

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

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Design and Construction Engineer dated 2015 01 26 be received, and notwithstanding the petition from the residents, that the sidewalk be replaced on the west side of Upton Road only.

Defeated

Recorded	For	Against	Absent/Pecuniary
Mayor C. Provenzano		X	
Councillor S. Butland		X	
Councillor F. Fata			X
Councillor S. Myers		X	
Councillor J. Krmpotich		X	
Recorded	For	Against	Absent/Pecuniary
Councillor R. Niro	X		
Councillor M. Shoemaker	X		
Councillor R. Romano		X	
Councillor J. Hupponen		X	
Councillor P. Christian		X	
Councillor M. Bruni		X	
Councillor T. Sheehan		X	
Councillor L. Turco		X	

7.2. COMMUNITY SERVICES DEPARTMENT

7.3. ENGINEERING

7.4. FIRE

7.5. LEGAL

7.6. PLANNING

7.6.1 A-3-15-T – 885 Second Line East

Councillor M. Shoemaker declared a conflict on this item. (Applicant is client of law firm.)

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Planner dated 2015 01 26 concerning A-3-15-T – 885 Second Line East be received and that Council approve a temporary rezoning to permit the storage and processing of topsoil in conjunction with the Secondary School construction project across the street, for a period not to exceed two (2) years from the passing of the implementing by-law, subject to the following conditions:

That existing vegetation be maintained, and that no part of the use occur within the following setbacks:

1. 45m of the north (front) lot line;
2. 5m of the west (side) lot line;
3. 10m of the east (side) lot line; and
4. 15m of the south (rear) lot line.

That prior to commencing the topsoil storage and processing use, the applicant submit and carry out a sediment and erosion control plan, as well as a dust control plan, to the satisfaction of the Commissioner of Engineering and Planning or his designate;

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

Carried

7.6.2. A-4-15-Z-65 – Northern Avenue East

Councillor M. Bruni declared a conflict on this item. (Applicant is related.)

The report of the Planner was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Planner dated 2015 01 26 concerning rezoning application A-4-15-Z be received and that Council rezones the subject property by repealing special exception 238 and rezoning the subject property from General Commercial Zone (C4.S-238) with special exception 238, to Low Density Residential Zone (R3) with a new special exception permitting the following yard reductions applying to a 3 unit, 1 storey multiple attached dwelling only:

1. North yard setback reduction from 7.5m to 3m;
2. South yard setback reduction from 10m to 1.2m; and
3. West yard setback reduction from 6m to 5.8m

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

Carried

7.7. PUBLIC WORKS AND TRANSPORTATION

7.8. BOARDS AND COMMITTEES

7.8.1 Sault Ste. Marie EDC – ACR Passenger Service

The report from the Chair, ACR Passenger Rail Service Working Group was received by Council.

Correspondence addressed to the Honourable Lisa Raitt, Minister of Transport, dated December 19, 2014 and January 19, 2015 was received by Council.

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Whereas the Algoma Central Railway Passenger Service provides a significant return on Transport Canada's investment of \$2.2 million, which generates between \$38 million and \$48 million in annual economic benefits for the region; and

Whereas the total economic impact of the Algoma Central Railway Passenger Service includes tax revenue which accrues to all levels of Government estimated at between \$5.1 million and \$6.4 million, as well as generating employment opportunities estimated at approximately 170 to 220 jobs; and

Whereas the discontinuation of the Algoma Central Railway Passenger Service will result in a loss of the economic benefits, tax revenue and jobs noted and an additional one-time economic impact on the values of properties located on, or in close proximity to the rail line, in an amount ranging between \$60 million and \$67 million; and

Whereas discontinuation of the passenger service will result in businesses, communities and residents being unable to access their properties, homes and cottages via public thoroughfares; and

Whereas Transport Canada Minister Raitt stated on April 14, 2014 that: "The government is pleased to extend funding for another year to continue operation of ACR's passenger rail service between Sault Ste. Marie and Hearst. This funding will give local stakeholders time to explore long-term solutions for passenger rail service in the area"; and

Whereas there has been a productive and collaborative effort of all affected stakeholders, including municipalities, First Nations, passengers, property owners, tourist operators and CN to develop a thoughtful, sustainable long-term solution for the ACR Passenger Service; and

Whereas affected Members of Parliament have been kept fully informed throughout this process, and their co-operation and positive engagement with the Working Group to-date have been greatly appreciated; and

Whereas after an Expression of Interest and Request for Proposals, a qualified third party operator has signed a letter of intent with CN to operate the Algoma Central Railway Passenger Service on a self-sustaining basis after five years; and

Whereas there is currently a request by the stakeholders and third party operator that the Government of Canada enter into a five-year, \$7 million contribution agreement (maximum) similar in design and structure to the annual contribution agreement Transport Canada has had with CN; and

Whereas said five-year contribution agreement includes a 45% net subsidy reduction for the agreement period and more importantly fully terminates at the conclusion of the agreement;

Now Therefore Be It Resolved that the City of Sault Ste. Marie supports this request that the Government of Canada urgently provide funding toward the Algoma Central Railway Passenger Service initiative.

Carried

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

8.1. Flashing Light – Base Line and Airport Road

Moved by: Councillor R. Romano

Seconded by: Councillor J. Krmpotich

Whereas the overhead flashing light at the intersection of Airport Road and Base Line has been removed; and

Whereas the removal of this flashing light could impact the safety of the travelling public;

Now Therefore Be It Resolved that the Traffic Division of the Public Works and Transportation Department be requested to conduct a study with respect to the intersection of Airport Road and Base Line to determine whether or not a flashing yellow light is required on the Airport Road portion of the intersection.

Carried.

8.2. Synthetic Ice Surfaces

Moved by: Councillor S. Butland

Seconded by: Councillor P. Christian

Resolved that City Council support Mill Square in hosting and financing a one-month pilot synthetic ice surface at Mill Square and that the City provide 3-4 individuals from Public Works and Transportation to assist in erection of the rink (any liability issues to be addressed by the City Legal Department in discussions with Justus Veldman of Mill Square).

Carried

8.3. Pine Street – Pleasant Drive Intersection

Moved by: Councillor M. Shoemaker

Seconded by: Councillor J. Hupponen

Whereas increasing traffic on the section of Pine Street that lies north of McNabb Street has been an issue of concern for many years, and has been exacerbated in recent years with the expansion of Sault College, the opening of Maple View Extendicare, and the extension of Pine Street to Second Line; and

Whereas the traffic volume on this section of Pine Street is expected to continue to increase, given that significant new development has occurred or is forthcoming in the immediate area; and

Whereas a report by the City Traffic division dated November 16, 2001 determined that a

review of traffic control should be undertaken following the extension of Pine Street to Second Line; and

Whereas the Pine Street extension has now been completed;

Now Therefore Be It Resolved that in accordance with the staff report dated November 16, 2001, that the Traffic Division of the City of Sault Ste. Marie review the intersection at Pine Street and Pleasant Drive and report to Council if additional traffic control measures are warranted, given both current and projected traffic volumes.

Carried

8.4. Sidewalk Snow Removal

Moved by: Councillor P. Christian

Seconded by: Councillor M. Bruni

Whereas the City of Sault Ste. Marie has 232 kms of sidewalks being serviced by snow removal and;

Whereas the City's budget for sidewalk snow removal is approximately of \$610,000 and;

Whereas in 2013, the city spent approximately \$850,000 on sidewalk snow removal and;

Whereas local boards of education have combined many elementary and secondary schools in an effort to achieve operational efficiencies which has resulted in many students being bussed to larger area schools and;

Whereas over the last few years Council has asked city departments to look for operational efficiencies in an attempt to reduce costs.

Now Therefore Be It Resolved that Council ask Public Works and Transportation staff to prepare a report for council, outlining possible efficiencies within their sidewalk snow removal operations;

Further that the Public Works and Transportation Department review their current policies and those of other municipalities and recommend a set of criteria that can be used in the future to determine which city sidewalks warrant snow removal.

Carried

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

10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

11. CONSIDERATION AND PASSING OF BY- LAWS

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that all By-laws under Item 11 of the Agenda and Addendum under date 2015 01 26 be approved, save and except 2014-16, 17, 18 and 19 and 20.

Carried

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

11.1.1 By-law 2015-9 (Property Standards) Housekeeping

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that By-law 2015-9 being a by-law to repeal various by-laws that amend the repealed Property Standards By-laws of the City of Sault Ste. Marie be passed in open Council this 26th day of January, 2015.

Carried

11.1.2 By-law 2015-10 (Taxes)

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that By-law 2015-10 being a by-law to provide for Interim Tax Levies be passed in open Council this 26th day of January, 2015.

Carried

11.1.3 By-law 2015-11 (Street Assumption) Wawanosh Avenue

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that By-law 2015-11 being a by-law to assume for public use and establish as a public street a portion of Wawanosh Avenue in the Highland Park Subdivision Plan 9110 be passed in open Council this 26th day of January, 2015.

Carried

11.1.4 By-law 2015-13 (Official Plan Amendment) 829 & 849 Second Line East

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that By-law 2015-13 being a by-law to adopt Amendment No. 210 to the Official Plan for the City of Sault Ste. Marie (F & I Gateway Investments Inc. 829 & 849 Second Line East) be passed in open Council this 26th day of January, 2015.

Carried

11.1.5 By-law 2015-14 (Zoning) 829 & 849 Second Line East

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that By-law 2015-14 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 829 & 849 Second Line East (F & I Gateway Investments Inc.) be passed in open Council this 26th day of January, 2015.

Carried

11.1.6 By-law 2015-15 (Development Control) 829 & 849 Second Line East

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that By-law 2015-15 being a by-law to designate the lands located at 829 & 849 Second Line East an area of site plan control (F & I Gateway Investments Inc.) be passed in open Council this 26th day of January, 2015.

Carried

11.1.12 By-law 2015-21 (Agreement) Kresin Engineering Corporation

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that By-law 2015-21 being a by-law to authorize the execution of an agreement between the City and Kresin Engineering Corporation for the design and contract administration of the Second Line East Widening Phase III be passed in open Council this 26th day of January, 2015.

Carried

11.1.13 By-law 2015-23 (Agreement) Sault Ste. Marie Innovation Centre

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that By-law 2015-23 being a by-law to authorize the execution of an agreement between the City and Sault Ste. Marie Innovation Centre for continued GIS services from January 1, 2015 to December 31, 2019 be passed in open Council this 26th day of January, 2015.

Carried

11.1.14 By-law 2015-24 (Streets) Amend Fees

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that By-law 2015-24 being a by-law to amend Streets By-law 2008-131 be passed in open Council this 26th day of January, 2015.

Carried

11.1.15 By-law 2015-25 (Agreement) Millennium Fountain

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that By-law 2015-25 being a by-law to authorize the execution of an agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Transport for the purpose of maintaining and operating the Millennium Water Fountain for a 3 year term commencing June 1, 2014 and expiring May 31, 2017 be passed in open Council this 26th day of January, 2015.

Carried

11.1.16 By-law 2015-26 (Fees) Committee of Adjustment

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that By-law 2015-26 being a by-law to amend Committee of Adjustment By-law 2010-87 be passed in open Council this 26th day of January, 2015.

Carried

11.1.17 By-law 2015-29 (Temporary Street Closing) Canal Drive

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that By-law 2015-29 being a by-law to permit the temporary closing of Canal Drive from Huron Street to the power Canal on February 6, 2015 to facilitate the Bon Soo Grand Opening be passed in open Council this 26th day of January, 2015

Carried

11.1.18 By-law 2015-30 (Temporary Street Closing) Lake Street

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that By-law 2015-30 being a by-law to permit the temporary closing of Lower Lake Street from Queen Street to Bellevue Park on February 15, 2015 to facilitate the Bon Soo Polar Bear Swim be passed in open Council this 26th day of January, 2015.

Carried

11.1.19 By-law 2015-31 (Fees) Amend Schedule "F" User Fee By-law 2015-4

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that By-law 2015-31 being a by-law to amend By-law 2015-4 (User Fees and Service Charges By-law).

Carried

(11.1.7) By-law 2015-16 (Official Plan Amendment) 400 & 428 Northern Avenue East

Councillor R. Niro declared a conflict on this item. (Son-in-law employed by Sault College.)

Councillor M. Shoemaker declared a conflict on this item. (Member of the Sault College Board of Governors.)

Councillor P. Christian declared a conflict on this item. (Member of the Sault College Board of Governors.)

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that By-law 2015-16 being a by-law to adopt Amendment No. 209 to the Official Plan for the City of Sault Ste. Marie (Sault College of Applied Arts and Technology 400 & 428 Northern Avenue) be passed in open Council this 26th day of January, 2015.

Carried

(11.1.8) By-law 2015-17 (Zoning) 400 Northern Avenue East

Councillor R. Niro declared a conflict on this item. (Son-in-law is employed by Sault College.)

Councillor M. Shoemaker declared a conflict on this item. (Member of the Sault College Board of Governors.)

Councillor P. Christian declared a conflict on this item. (Member of the Sault College Board of Governors.)

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that By-law 2015-17 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located at 400 Northern Avenue East (Sault College of Applied Arts and Technology) be passed in open Council this 26th day of January, 2015.

Carried

(11.1.9) By-law 2015-18 (Zoning) 428 Northern Avenue East

Councillor R. Niro declared a conflict on this item. (Son-in-law employed by Sault College.)

Councillor M. Shoemaker declared a conflict on this item. (Member of the Sault College Board of Governors.)

Councillor P. Christian declared a conflict on this item. (Member of the Sault College Board of Governors.)

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that By-law 2015-18 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 428 Northern Avenue East (Sault College of Applied Arts and Technology) be passed in open Council this 26th day of January, 2015.

Carried

(11.1.10) By-law 2015-19 (Development Control) 400 & 428 Northern Avenue East

Councillor R. Niro declared a conflict on this item. (Son-in-law employed by Sault College.)

Councillor M. Shoemaker declared a conflict on this item. (Member of the Sault College Board of Governors.)

Councillor P. Christian declared a conflict on this item. (Member of the Sault College Board of Governors.)

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that By-law 2015-19 being a by-law to designate the lands located at 400 & 428 Northern Avenue East an area of site plan control (Sault College of Applied Arts and Technology) be passed in open Council this 26th day of January, 2015.

Carried

(11.1.11) By-law 2015-20 (Zoning – Temporary Use) 885 Second Line East

Councillor M. Shoemaker declared a conflict on this item. (Applicant is a client of law firm.)

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that By-law 2015-20 being a by-law to permit the storage and processing of topsoil at 885 Second Line East, legally described as PT SEC 32 TARENTORUS AS IN T224557 EXCEPT PT 16 T83525 & PT 1 1R12972; CITY OF SAULT STE. MARIE, PIN 31514-0122 (LT) in association with the Huron Superior Catholic District School Board development located across the street as a two (2) year temporary use (Avery Construction Ltd.) be passed in open Council this 26th day of January, 2015.

Carried

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

11.2.1 By-law 2015-12 (Street Closing) Wawanosh Avenue

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that By-law 2015-12 being a by-law to stop up, close and authorize the conveyance of a street in the Highland Park Subdivision, Plan 9110 be read the first and second time in open Council this 26th day of January, 2015.

Carried

11.2.2 By-law 2015-22 (Local Improvement) Elizabeth Street

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that By-law 2015-22 being a by-law to authorize the construction of sanitary sewer, private drain connection and Class "A" pavement on Elizabeth Street from McMeeken Street to Queen Street East under Section 3 of the *Municipal Act, 2001*, Ontario Regulation 586/06 be passed in open Council this 26th day of January, 2015.

Carried

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

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

13. CLOSED SESSION

The following pecuniary interests were declared at the closed session of City Council held January 12, 2015.

Councillor R. Niro

14. ADJOURNMENT

Moved by: Councillor S. Butland

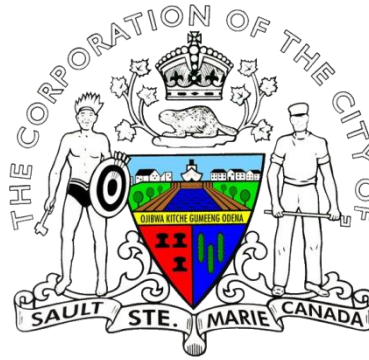
Seconded by: Councillor R. Romano

Resolved that this Council now adjourn.

Mayor

City Clerk

Engineering & Planning Department

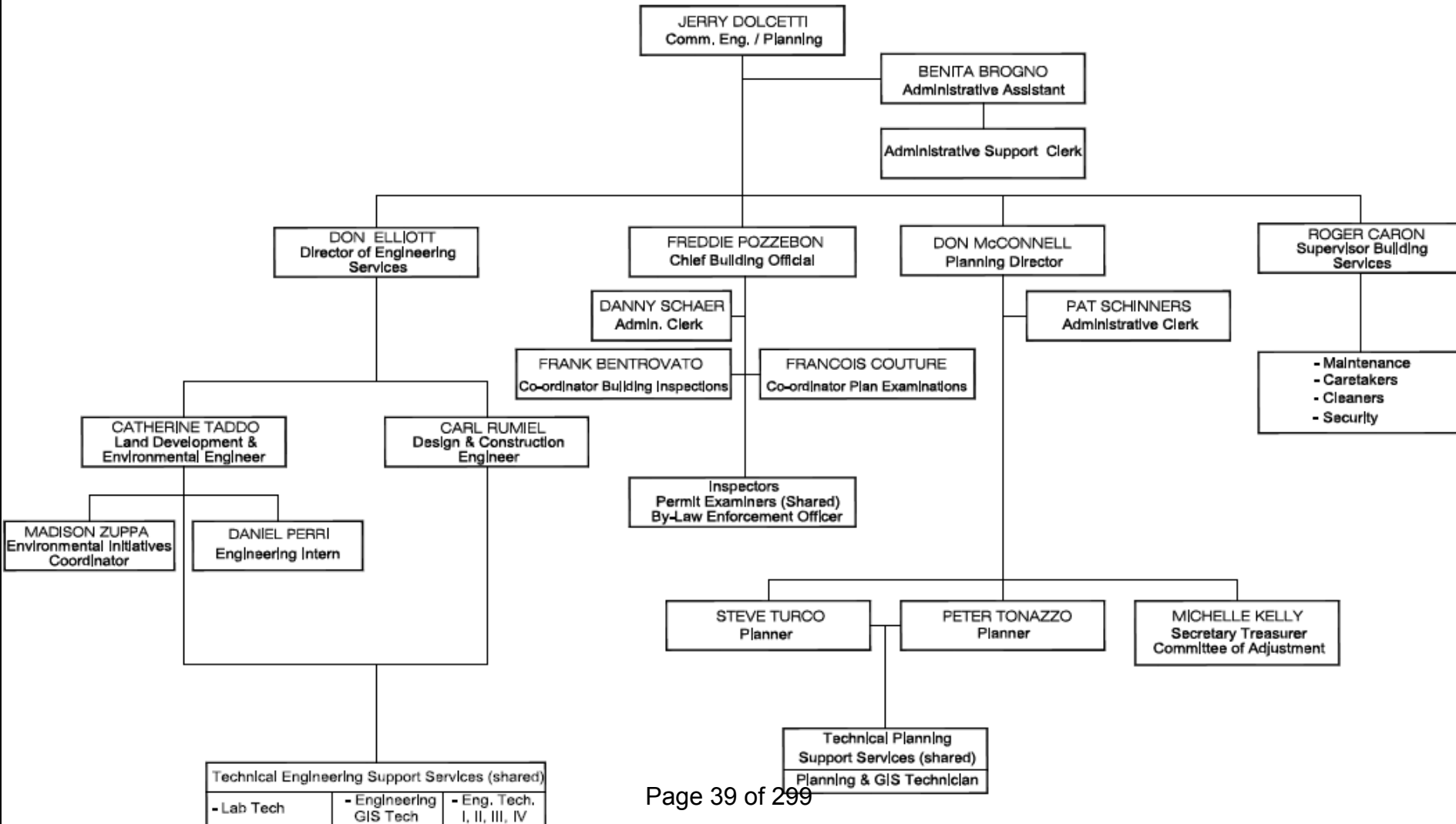


Corporation of the City of Sault Ste. Marie

February 9, 2015



ENGINEERING & PLANNING DEPARTMENT



Departmental Overview

The Department has an operating budget of \$4+ million and functions under four basic goals and objectives:

- To provide cost effective and efficient services;
- To ensure that Corporate (Municipal and other Government) by-laws, policies and legislation are followed;
- To provide short and long range planning with consideration to the City's economic limitations and necessities;
- To ensure staff are properly trained to meet the diverse functions of the Department.

The Department's workload is primarily dependent on a combination of capital funding, grants, subsidies, mandatory legislation, private sector development, service requests and the economy in general. Through Gas Tax funding, we have been able to increase road capital budgets totaling in excess of \$10 million annually.

Design Division

- Recommends Capital programs to Council for road reconstruction, landfill and sanitary & stormwater infrastructure;
- Pre-engineering surveys and design for road and municipal infrastructure projects done “in-house”;
- Provides technical expertise to Public Works & Transportation and other departments;
- Provides route planning and drafting services to PWT and other departments;
- Maintains all municipal servicing records including GIS;
- Administers the Land Subdivision process; and
- Responds to public inquiries.

Construction Division

- Preparation of tender documents & contract administration during construction;
- Preparation of funding requests to Provincial and Federal agencies;
- Preparation, implementation and administration of the Five Year Capital Construction Program, the Miscellaneous Construction Program and the Connecting Link Reconstruction Program;
- Implement the recommendations of studies such as the Sanitary and Storm Investigation studies and the Transportation Master Plan.

Technical Services

- Quality material control on all City construction projects;
- Coordination of the Ground Water Monitoring Program and Engineering for the SSM Landfill site;
- Sewer flow metering program;
- Administration of the \$4.0 Million Wastewater Treatment Plant Operations Contract;
- Administers and maintains the City's Road Management System;
- Coordinates utilities;
- Provides CCTV sewer inspection services; and
- Liaises with many Provincial Ministries.

Road Management System Needs Assessment

Under the Road Management System, roads are scored biennially and placed in four categories:

Road Sections Now Deficient	= 219
Road Sections Requiring Reconstruction 1-5 years	= 437
Road Sections Requiring Reconstruction 6-10 years	= 346
Road Sections Considered Adequate	= <u>269</u>

Total = 1271

The City reconstructs four or five streets per year – average of seven road sections. At this rate, completing the “now deficient” roads will take 30 years. Even with the additional Gas Tax, funding is insufficient.

Capital Road Reconstruction Budget

- \$6 M budget unchanged for 10 years;
- Gas Tax has added \$4.7 M per year;
- Total \$10.7 M per year – Inadequate;
- Backlog of over 200 street sections that are in need of reconstruction – including underground services;
- Over 50 km of streets are considered deficient now, representing \$184 million in 2014 dollars.

Long Term Capital Forecasting

- The bulk of the City's sanitary sewer infrastructure is 30 to 70 years of age;
- A dramatic spike in the demand for reconstruction of sanitary sewer is anticipated over the next 20 years;
- Essentially a looming backlog of renewal of infrastructure constructed in the post WW II growth era;
- Similar spikes for storm sewers and for PUC water mains.

Bridges and Aqueducts

- City has no base budget funding for capital
- Improvements to bridges and aqueducts.
- Funds for necessary upgrades must therefore come from the capital road budget;
- Further defers necessary road reconstruction and exacerbates the problem.

Misc. Construction Budget

Engineering maintains the outstanding Miscellaneous Construction list. Generally small projects referred by Council Resolution to this list – including bridges, drainage works, road projects, sanitary, paths, trails and sidewalks.

- \$1M budget unchanged for many years.
- Bulk of this (usually 80%) used for annual road resurfacing
- Outstanding Misc. Construction list has over 80 projects totalling \$20M dating back to the 1960's.
- Without additional funds, there is no reasonable expectation of constructing these projects

Environmental Initiatives Committee

- An interdepartmental team that tracks and monitors greenhouse gas emissions related to municipal operations;
- Develops and implements projects that will assist in reducing the corporate carbon footprint and operating costs;
- Projects focus on municipal operations, fleet management, waste management practices, and public/staff awareness;
- Identifies and promote current conservation efforts and any ongoing environmental initiatives throughout the organization;
- Interdepartmental expertise is utilized on committee to further committee efforts and initiatives;
- Oversees energy audits and applies for funding to complete identified projects.

Future Challenges:

- West End plant upgrade in the next 5-10 years;
- Biosolids disposal issues;
- Implementation of recommendations of the Solid Waste Management Certificate of Approval;
- Implementation of recommendations of the Stormwater Management Master Plan;
- 9 year life expectancy at Landfill; and
- Future Directives from other Levels of Government:
 - 60% Diversion
 - Composting Guidelines
 - Possible ban on organics in landfill

Planning Division

The Division is responsible for:

- Promoting sustainable development in a healthy, natural environment;
- Integrate Provincial Policy and interests into local planning decisions;
- Facilitates current land use development in a manner that is fair, accessible, timely, and consistent with the City's Official Plan and zoning standards.
- Residential Standards Appeals are administered through the Planning Division. The Committee is comprised of three (3) members appointed by Council who consider appeals to Orders to Comply issued by the Property Standards office.
- Provides policy recommendations to ensure development is consistent with current land use trends, protects the existing built environment and encourages sustainable growth.
- Ensures cooperation and coordination amongst various City departments, agencies and the public with respect to land use development.
- Undertake community development projects under the direction of Council.

Planning Division

Major Projects

- Complete mandatory 5-year review of the Official Plan;
- Implement approved Downtown Development Plan including the administration of building improvement grants and tax incentives;
- Implement Canal District Neighbourhood Plan improvements proposed for Gore Street, Huron Street, Bay Street and the development of a signature park on the east side of the Gateway site;
- Complete a new Comprehensive Signs Bylaw;
- Implement Identified Priority Cycling Routes Signage Program;
- Administer the Municipal Rental Housing Incentive Program;
- Develop Official Plan policy and zoning regulations consistent with the new Sourcewater Protection Plan. Assume new duties related to Sourcewater risk management.

Planning Division

Committee of Adjustment

- Committee of Adjustment matters are administered through the Planning Division. The Committee is comprised of five members appointed by Council who consider Minor Variance and Consent Applications;
- A Minor Variance is required when you have a need to make a minor amendment to specific requirements of the Zoning Bylaw without changing the actual zoning of a property. The CoA determines whether or not the proposed changes are acceptable to good building and planning practices;
- Consent approval is required if you wish to create a new lot, enter a lease for 21 years or more, partial discharge of mortgage, foreclosure or exercise power of sale, right-of-way, easements for 21 years or more, lot adjustments, and corrections to title.

Building Division

The Building Division is responsible for:

- The administration and enforcement of the several Bylaws including but not limited to: Building; Zoning; Property Standards; Yard Maintenance as well as the Ontario Building Code. The purpose of these regulatory laws is to safeguard life, limb and health through the provision of appropriate minimum standards;
- Plans examination, permit issuance and inspection of new construction, moving, occupancy and demolition of buildings;
- Computer access to Complaint Tracking is available to all members of Council. This will allow you to view the bylaw enforcement status on any complaints submitted by residents or Council, thereby keeping you informed every step of the way. This tracking system will be upgraded to allow updating from any mobile device.

Building Division (cont'd):

- Implementation of an “e-filing system” under the Corporation’s Best Practices Program is currently underway. This will be a natural extension of our Permit and Complaint Tracking systems with the ultimate goal to develop a prototype that could be used by the entire Corporation.
- Implementation of a data management computerized tracking system to monitor building permits, complaints and bylaw enforcement actions.
- Building permits for single-family homes can normally be obtained within ten (10) working days from submission of a complete permit application;
- Permits for buildings / structures other than single family dwellings can normally be issued with fifteen (15) working days;

Building Division (cont'd):

Permit Construction Values (in Millions \$):

	<u>2012</u>	<u>2013</u>	<u>2014</u>
Commercial	\$18.7	\$16.6	\$25.47
Industrial	\$ 3.1	\$ 6.0	\$ 7.76
Institutional	\$21.4	\$50.8	\$17.98
Residential	<u>\$41.4</u>	<u>\$48.8</u>	<u>\$42.29</u>
Total	\$84.6	\$122.2	\$93.5

Some of the larger projects constructed during this period were: Algoma University Student Residence, Holy Cross Elementary School, Northern Community Recreational Centre, Extendicare Maple View Nursing Home, Sault College Wellness Centre, International Bridge Plaza and the new St. Mary's High School.

Building Services

Building Services is responsible for:

- Building maintenance, security, caretaking and janitorial services for the Civic Centre and Social Services;
- Administers all telephone changes / repairs throughout the Corporation, i.e. Transit, Public Works, Civic Centre, etc.;
- Monitoring and upgrading of H.V.A.C. systems, plumbing and electrical;
- Grounds maintenance;
- Supervision and coordination of the various contractors required throughout the year;
- Preparation of drawings for building alterations at the Civic Centre and Social Services buildings.

Engineering & Planning Department Staff Complement

■ Engineering & Construction	22
■ Building Division	13
■ Planning Division	7
■ Building Services (3 Casual)	<u>12</u>

Total Staff: 54

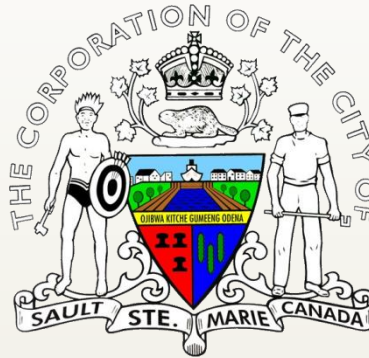
Departmental Best Practices

- Collector and Story Maps – Graffiti Inventory Pilot
- Improved Communications with Residents During Road Construction Projects;
- Complaint Tracking System;
- Permit Tracking System;
- Environmental Initiatives Map (received OPA Community Conservation Award in 2013)
- Purchase of Police Vehicles Pilot.

Summary

- The Department has a challenging year ahead, recognizing many major projects either planned or currently underway.
- Upgrades to existing infrastructure is a major challenge, and will need funding assistance from all levels of Government. Gas Tax funds assist greatly in carrying out additional projects; Capital Program was hard hit in 2013 with the cancellation of the Connecting Link Program;
- Future projects in sanitary, road transportation improvements, and waste/landfill management infrastructure require sustainable and long term commitment, for implementation.
- The Department is reacting to the long term planning and development needs of the City, through the implementation of changes to the new Comprehensive Zoning By-law and significant upgrades to policies within the Official Plan and the Downtown Development Strategy.

Legal Department



THE CORPORATION OF THE CITY OF SAULT STE. MARIE



Legal Department Personnel

- **City Solicitor – Nuala Kenny**
- **Assistant to City Solicitor – Orsalina Naccarato**
- **Assistant City Solicitor – Melanie Borowicz-Sibenik**
- **Legal Clerk – Cathy Fabiano**
- **Legal Clerk – Debbie Agliani**
- **Legal Clerk (Contract) – Darlene Joncas**



Legal Department Overview

- Provides legal advice to City Council and City Departments and from time to time Police Services, the Conservation Authority and Humane Society although these last 3 are separate from the City.
- Prepares and reviews agreements for Council and City Departments.
- Prepares all of the City by-laws enacted by City Council throughout the year such as zoning by-laws, local improvement by-laws, regulatory by-laws, property, etc.



Legal Department Overview cont.

- **Handles City real estate transactions, easements, encroachments, etc. and lane closings (petitions for closing lanes are obtained from the Legal Department).**
- **Maintains City property.**
- **Processes insurance claims and forwards them to the City's Insurance Adjuster.**



Legal Department Overview cont.

- **Represents City at hearings of Ontario Municipal Board, Human Rights and other administrative tribunals.**
- **Maintains consolidation of City by-laws such as Traffic, Cemetery, Zoning, etc.**



Legal Department Overview cont.

- **Attends at Council and caucus meetings.**
- **As for going into caucus there is a procedure for how Council can go into caucus. A resolution must be passed. The Municipal Act sets out the type of items that can be discussed in caucus.**

Legal Department Overview cont.

- **Handles requests for access to information from members of the public under the Municipal Freedom of Information and Protection of Privacy Act (FOI requests).**

Legal Department Overview cont.

- **Procedure By-law sets out the procedure Council follows in its meetings:**
 - The by-law and the Municipal Act provide for recorded votes;
 - The by-law allows Council to go into the less formal committee of the whole for discussion; and
 - The by-law also allows for special committees to be set up.

Questions

Contact the Legal Department between 8:30 a.m. and 4:30 p.m. Monday to Friday (closed 12:00 noon).

- **Phone: 705-759-5400**
- **Fax: 705-759-5405**

POA Department Personnel

- **Division Head/Assistant City Solicitor – Melanie Borowicz-Sibenik**
- **Solicitor/Prosecutor – Matthew Caputo**
- **Acting Court Liaison Supervisor – Gisele Servant**
- **Court Administration Clerk/Cashier – Mary Lynne McMullen**
- **Court Administration Clerk/Cashier – Lorie Travaglini**
- **Court Administration Enforcement Clerk/Court Reporter – Deborah Hohenadel**
- **POA/Legal Clerk – Nancy Milosevich**



Provincial Offences Overview

- **March 12, 2001, the Province downloaded the responsibilities for the prosecution and administration of Provincial Offences matters to the City**
- **The City of Sault Ste. Marie entered into an Inter-municipal Agreement with 17 municipalities to provide these services**
- **Staff consists of a Supervisor, three clerks and a court clerk/reporter**
- **Solicitor/Prosecutor prosecutes City by-law infractions and various Provincial Offences**
- **Assistant City Solicitor is the Division Head and oversees the POA Office and Staff**



Provincial Offences Duties

- Prosecution of offences under City By-laws, the *Fire Protection and Prevention Act, 1997*, the *Building Code Act, 1992*, the *Highway Traffic Act*, and other Provincial Statutes
- Record and process all tickets and charges filed by the City, Sault Ste. Marie Police Services, the Ontario Provincial Police for the City, Thessalon and Wawa, and various Government Agencies
- Jurisdiction is within the Algoma Catchment Area, from White River, south to Sault Ste. Marie, and east to Huron Shores (17 Municipal Partners)



Provincial Offences Duties cont.

- Receive fine payments from individuals who have received tickets, or who have been convicted of an offence under the *Provincial Offences Act*
- Pursue the collection of delinquent fees
- Provide financial reports and distribute revenue to Municipal Partners and the Province



Provincial Offences Duties cont.

- **Manage court services in two locations:**
 - Sault Ste. Marie at the First Floor of the Civic Centre (Sault Ste. Marie and Thessalon jurisdictions)
 - Wawa at the Council Chambers at 40 Broadway Avenue (Wawa jurisdiction)
- **Provide all services in English and French**
- **Manage special trials under the *Provincial Offences Act***



Municipal Prosecutor Duties

- Prosecute persons charged with:
 - contraventions of the City's by-laws
 - by-law infractions issued by the Humane Society
 - contraventions of the *Fire Protection and Prevention Act, 1997* and the *Building Code Act, 1992*
 - *various provincial offences, including charges issued under the Highway Traffic Act, the Liquor Licence Act, the Smoke-Free Ontario Act and the Trespass to Property Act*



Municipal Prosecutor Duties cont.

- **Attend pre-trials and early resolution conferences concerning Provincial Offences matters**
- **Conduct and defend appeals at the Ontario Court of Justice of decisions made at Provincial Offences Court**



Questions

Contact the POA Office between 8:30 a.m. and 4:30 p.m. Monday to Friday.

- **Phone: 705-541-7334**
- **Fax: 705-759-5395**





CONFIDENTIAL

ONTARIO LOTTERY AND GAMING CORPORATION (OLG)

4120 Yonge Street, Suite 500, Toronto, Ontario M2P 2B8

Ph: 416-224-7047

Fax: 416-224-7002

Email: jpastore@olg.ca

Date: January 21, 2015

To: Mayor Christian Provenzano
City of Sault Ste. Marie

Fax: 705-541-7171

Email: mayor.provenzano@cityssm.on.ca

From: Giacomo (Jake) Pastore
Director, Municipal & Community Relations

Message:

Please note that there will be a financial transaction to your municipality's account on January 21, 2015 in the amount of **\$317,589** for October 1, 2014 to December 31, 2014 quarterly payment.

This amount represents your payment calculated from the funding formula in the Amended and Restated Municipality Contribution Agreement (MCA) for the operation of the **OLG Casino Sault Ste. Marie**. This brings the total of your life to date hosting payments to **\$23,783,052**.

Should you have any questions regarding this payment, feel free to contact me directly at 416-224-7047.

Thank you.



OLG MAKES THIRD-QUARTER PAYMENT TO SAULT STE. MARIE

For immediate release
January 21, 2015

SAULT STE. MARIE – The Ontario Lottery and Gaming Corporation (OLG) today issued a third-quarter (October to December, 2014) non-tax gaming revenue payment of \$317,589 to the City of Sault Ste. Marie for hosting OLG Casino Sault Ste. Marie. To date, Sault Ste. Marie has received more than \$23.7 million in non-tax gaming revenue.

“Municipalities are able to strengthen the delivery of municipal services as well as improve infrastructure with revenues from OLG gaming sites,” said David Oraziotti, MPP. “In turn, revenues to the province support continued investment in important Ontario public services like health care and education.”

These payments are made under an equitable formula in the Municipality Contribution Agreement that determines the fee municipalities receive for hosting an OLG gaming facility and are based on an escalating scale of gaming revenue that is consistent across all sites in Ontario.

At approximately \$2 billion annually, OLG provides the Ontario government with its largest source of non-tax revenue. Modernization will help OLG provide more money to Ontario for hospitals and other government priorities.

In 2014-2015, the province will allocate \$115 million in gaming revenue to support charities through the Ontario Trillium Foundation. Every year, the Government of Ontario allocates funding to the province’s problem gambling program for research, treatment and prevention. The amount for 2014-2015 is \$39 million.

OLG is a provincial agency responsible for province-wide lottery games and gaming facilities. Since 1975, OLG has provided nearly \$40 billion to the Province and the people of Ontario. OLG’s annual payments to the Province have helped support health care; education, research, prevention and treatment of problem gambling; amateur sport through the Quest for Gold program; and local and provincial charities.

modernolg.ca

OLG is modernizing Lottery and Gaming for a better Ontario
Follow us on Twitter @modern_olg

olg.ca

“Know your limit. Play within it.”

THE ONTARIO PROBLEM GAMBLING HELPLINE 1-888-230-3505

Disponible en français

-30-

4120 Yonge Street, Suite 500
Toronto, ON
M2P 2B8
1-888-946-6716

[Click here](#) if you wish to unsubscribe from these emails.

Casino Sault Ste. Marie

Municipality Contribution Statement

for the quarter ended December 31, 2014

Unaudited results, subject to final reconciliation

Total Electronic Games Revenue (as per IFRS):

for the quarter ended June 30, 2014	6,160,515
for the quarter ended September 30, 2014	6,628,466
for the quarter ended December 31, 2014	5,757,000
for the quarter ended March 31, 2015	-
	<u><u>18,545,981</u></u>

Municipality Contribution on Electronic Games Revenue:

- 5.25% of Electronic Games Revenue that is less than or equal to \$65 M	973,664
- 3.00% of Electronic Games Revenue that is more than \$65 M and less than or equal to \$200 M	-
- 2.50% of Electronic Games Revenue that is more than \$200 M and less than or equal to \$500 M	-
- 0.50% of Electronic Games Revenue that is more than \$500 M	-
	<u>-</u>

Total Municipality Contribution on Electronic Games Revenue

973,664

Total Live Table Games Revenue (as per IFRS):

for the quarter ended June 30, 2014	357,620
for the quarter ended September 30, 2014	313,628
for the quarter ended December 31, 2014	383,660
for the quarter ended March 31, 2015	-
	<u><u>1,054,908</u></u>

Municipality Contribution on Live Table Games Revenue:

- 4.00% of Live Table Games Revenue	<u>42,196</u>
-------------------------------------	---------------

Total Municipality Contribution on Live Table Games Revenue

42,196

Total Municipality Contribution - Year to Date

1,015,860

Less: Municipality Contribution Paid - Q1	(337,732)
Municipality Contribution Paid - Q2	(360,540)
Municipality Contribution Paid - Q3	

Total Municipality Contribution - Quarterly Payment to the City of Sault Ste. Marie

317,589

Net to be transferred

317,589

Transferred via EFT



Prepared by OLG Corporate Accounting & Reporting

CASINO REVENUE SUMMARY
City of Sault Ste. Marie

CITY 5% SLOT REVENUE

	TOTAL	Increase over Previous Year
Total 1999	783,232	
Total 2000	1,292,709	65.0%
Total 2001	1,611,235	24.6%
Total 2002	1,926,143	19.5%
Total 2003	1,915,935	-0.5%
Total 2004	1,870,351	-2.4%
Total 2005	1,577,078	-15.7%
Total 2006	1,455,919	-7.7%
Total 2007	1,530,207	5.1%
Total 2008	1,517,040	-0.9%
Total 2009	1,472,299	-2.9%
Total 2010	1,463,082	-0.6%
Total 2011	1,406,505	-3.9%
Total 2012	1,339,332	-4.8%

2013

January 1 to March 31, 2013	296,866	
April 1 to June 30, 2013	343,827	
July 1 to September 30, 2013	356,567	
October 1 to December 31, 2013	<u>313,779</u>	
Total 2013	1,311,039	-2.1%

2014

January 1 to March 31, 2014	295,083	
April 1 to June 30, 2014	337,732	
July 1 to September 30, 2014	360,540	
October 1 to December 31, 2014	<u>317,589</u>	
Total 2014	1,310,944	-0.01%

Total Funds Received since 1999	<u>23,783,050</u>
---------------------------------	-------------------

	Jan. to March	% Increase	April to June	% Increase
1999	0	0	0	0
2000	287,177	0%	317,240	0%
2001	320,150	11%	392,289	24%
2002	430,587	34%	490,694	25%
2003	445,897	4%	496,830	1%
2004	483,157	8%	498,329	0%
2005	393,120	-19%	403,218	-19%
2006	344,906	-12%	355,429	-12%
2007	358,727	4%	386,432	9%
2008	352,418	-2%	388,382	1%
2009	356,734	1%	372,517	-4%
2010	347,647	-3%	373,970	0%
2011	342,923	-1%	340,576	-9%
2012	331,195	-3%	339,781	0%
2013	296,866	-10%	343,827	1%
2014	295,083	-1%	337,732	-2%

	July to Sept.	% Increase	Oct. to Dec.	% Increase
1999	475,421	0%	307,811	0%
2000	372,049	-22%	316,243	3%
2001	473,346	27%	425,450	35%
2002	534,131	13%	470,731	11%
2003	480,977	-10%	492,231	5%
2004	464,417	-3%	424,448	-14%
2005	408,222	-12%	372,518	-12%
2006	386,201	-5%	369,383	-1%
2007	418,484	8%	366,564	-1%
2008	399,403	-5%	376,837	3%
2009	404,405	1%	338,643	-10%
2010	394,017	-3%	347,449	3%
2011	379,937	-4%	343,070	-1%
2012	350,543	-8%	317,813	-7%
2013	356,567	2%	313,779	-1%
2014	360,540	1%	317,589	1%

Prepared by W. Freiburger January 22, 2015



January 21, 2015

OGRA Heads Up Alert - A Superior Court decision over Road Salt use sets a dangerous precedent for Ontario municipalities.

A Lambton County farmer has been awarded more than \$100,000 in damages in a potentially precedent-setting lawsuit involving a municipal government's use of road salt. A Brooke-Alvinston Farmer claims they have suffered crop losses leading to the depreciation in value of their 96-acre farm thanks to the County of Lambton's use of road salt.

The Ontario Superior Court of Justice ruled in favour of the Steadmans in Sarnia last Friday, awarding them a total of \$107,352 in damages. This includes \$56,700 for the depreciation in value of their property and \$45,000 for crop losses from 1998 to 2013.

OGRA President, Tom Bateman, County Engineer [County of Essex](#) said "municipalities need to apply salt to keep roads safe during inclement winter weather and this ruling sets a dangerous precedent for Ontario municipalities."

The decision was circulated to OGRA late Wednesday. "OGRA is gravely concerned and the Board will be considering a response at our upcoming meeting on January 23rd," said Joe Tiernay, OGRA Executive Director.

The mandate of the Ontario Good Roads Association is to represent the transportation and public works interests of municipalities through advocacy, consultation, training and the delivery of identified services.

Ontario Good Roads Association

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January 23, 2015

OGRA Board Approves multi-prong Approach in Response to the Superior Court Ruling in Steadman v. Corporation of the County of Lambton

The Ontario Good Roads Association held their regularly scheduled Board meeting in Toronto on January 23, 2015. Top on the agenda was the recent Superior Court ruling in the matter of Steadman v. County of Lambton. As stated in the previous press release the OGRA Board is very concerned about the precedent setting nature of this decision. "There are thousands of kilometres of highways maintained by municipalities and the Ontario Ministry of Transportation that abut farmland" said Tom Bateman, OGRA President and County Engineer, County of Essex. "The potential cost to municipalities is staggering" he said.

Joe Tiernay, Executive Director stated "this is basically a damned if you do and damned if you don't situation for Ontario municipalities. The same judges that are ruling in favour of plaintiffs claiming that municipalities are not doing enough to keep the roads safe in winter are now ruling that we are doing too much." He went on to say that "municipalities have a statutory duty to keep the roads safe. They cannot carry out those duties while at the same time being concerned that an abutting property owner will sue for damage to crops or ornamental bushes and trees"

The Board of Directors has approved a multi-prong response to the ruling.

Step one will be to petition the Ontario Minister of Municipal Affairs and Housing to amend the Municipal Act to provide municipalities protection from nuisance claims in connection with the escape of road salt or de-icing materials from a highway or bridge.

Step two will be to work with the County of Lambton and their insurers to determine if there are grounds to file an appeal against the Superior Court ruling. If so OGRA will file a request to obtain intervener status in future proceedings.

Since the MTO is also affected by this ruling, step three will be enter into discussions with Ministry staff to ensure that both the Province and municipalities are protected from similar claims.

OGRA will keep members informed as this matter progresses. The mandate of the Ontario Good Roads Association is to represent the transportation and public works interests of municipalities through advocacy, consultation, training and the delivery of identified services.

All details are posted on the OGRA website at www.ogra.org.

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ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:	)	
	)	
Joseph Maxwell Steadman, Evelyn	)	
Elizabeth Steadman	)	Robert B. Gray, for the Plaintiffs
	)	
Plaintiffs	)	
	)	
	)	
- and -	)	
	)	
	)	
The Corporation Of the County of Lambton	)	
	)	Jennifer S. Stirton, for the Defendant
Defendant	)	
	)	
	)	
	)	
	)	HEARD: April 22, 23, 24, 25, 28, 29, 30,
	)	May 1, 2, June 4, 5 and 16 2014

REASONS FOR JUDGMENT

CAREY J:

Overview

- [1] The plaintiffs have brought an action in negligence and nuisance against the County of Lambton ("the County") for damage to the crops on their farm as a result of the defendant municipality's application of de-icing materials (road salt) during its winter road clearing operations. At trial, the claim in negligence has not been pursued. They allege that these materials contain sodium and chloride and that as a result of the road clearing of Nauvoo Rd. by the defendant, a private nuisance was created on the plaintiffs' land which has caused diminution of the value of the property and a stigma to them. They claim that the salting of the roads have caused the plaintiffs to suffer substantial and unreasonable interference with the use of their lands reducing their crop yields and burdening them with contaminated and hence stigmatized land, the value of which has been reduced.

- [2] The County relies on the social utility of the salting. They were required to maintain the roads by legislation and road salt is necessary to keep the roads safe for all, including the plaintiffs. They maintain that the plaintiffs have not proven causation between the salting of the road and the damage to the plaintiffs' crops. They contest the accuracy of the salt tests performed on behalf of the plaintiffs and suggest that the real culprit is poor drainage on the property. They assert that the plaintiffs have failed to mitigate their damages if they were caused by the defendant salting, as they took no steps to fence the property and restrict the wind's distribution of the salt, no steps to improve the drainage and could have used gypsum to mediate the effects of salt on their land. The damages claimed by the plaintiffs are disputed. They argue that the plaintiffs' crops had been reduced by salt damage is flawed. They further dispute that there has been any significant reduction in the value of the Steadman's property by reason of stigma.

Review of the Causation Evidence

- [3] Mr. Steadman and his wife have been married for approximately 43 years. He has been a full-time farmer for all of his adult life and his wife, Evelyn, is a retired nurse. They moved onto the subject property following their marriage and by 1979 had paid off the mortgage initially assumed in Mr. Steadman's father's name, and became the owners on title of the property.
- [4] Mr. Steadman gave evidence about the history of his farming operations over more than 40 years, including the ending of cattle raising and an overview of the topography and drainage of the property. He indicated that he first observed suspected crop damage in the mid to late 1990s and testified as to the steps he took to investigate and record his observations, as the damage spread easterly. He gave evidence of his successful adoption of a 'no till' approach to cultivation of his crops.
- [5] He reviewed salt test results and presented a large number of pictures, taken over several years, of his wheat and soya crops and the damage he observed. He attributes that damage to the road salt used by the municipality on the road adjacent to his property. He testified that the easterly spread of the salt damage was consistent with the prevailing winter winds.
- [6] He also had entered as evidence a video shown to the court, which was a compilation of videos taken of his property beginning in September 2007 through dates in 2008. It includes a date in December in which he recorded traffic on the partially snow covered road. It shows a passing truck that kicked up some snow that landed in the vicinity of the edge of the road and the beginning of his property.
- [7] The video further records on March 24, 2009, an area described as white and a damaged area around the ridge of the hay field. He records an area in the middle of the farm where he says the most damage was done and which he describes as "white with salt" where the video shows an area of white coloured ground. This video (Exhibit 6) continues with numerous dates in 2009. It includes his commentary which describes white areas as "salt" and includes comments that it has been tested by taste and that it tastes like salt.

- [8] He acknowledged that it was recommended to him that he apply gypsum in large amounts to his affected fields to neutralize any sodium or sodium chloride. He indicated he did not use gypsum because he did not wish to "deep till" his soil as recommended as he was concerned about the loss of topsoil. He felt the topsoil would not be much more than six inches deep. He was further concerned about tearing up drain tiles. He also indicated he would have to rent a deep tilling machine and tractors. He testified that most of the information he read about the use of gypsum indicated that irrigation would be necessary.
- [9] Mr. Steadman indicated that his farm was currently for sale, although he didn't particularly want to sell as he was in good health and still enjoying "his job". It was initially listed for \$1.3 million but, after a number of reductions, is currently listed for \$990,000. Since August 2013 he indicated it had been shown once. He understood that, at some point, he would be required to disclose any problems with salt on the property. He suggested the problems with the crops and his frustration over trying to resolve the problems, may have precipitated his decision to sell.
- [10] When he began to have problems he said he contacted Mr. Steinginga, the County roads manager, and showed him the soil sample results. Mr. Steinginga said he would contact the County insurers. There were subsequent phone discussions with Mr. Calqhoun from the insurance company. He did not come for a visit or invite Mr. Steadman to his office. He indicated that on at least two occasions Mr. Calqhoun said he had to talk to his principal before calling back and denying liability on behalf of the County.
- [11] He discussed his use on the farm of the "Round-up", an herbicide that kills weeds by shutting down their ability to produce chlorophyll.
- [12] He gave evidence about information he provided Mr. Crowenberg who subsequently made the calculations related to the losses claimed from 1998 to 2013.
- [13] In cross-examination he indicated that he owned 96 acres at this farm property site, with a maximum available planted tillable acreage being 80 acres including the 3 acre "diaper field" across Nauvoo Rd. He acknowledged that he once believed, as he said at his discovery, the tillable acreage to be 85 acres. The use of GPS technology revised his conclusion.
- [14] Mr. Steadman impressed as an honest and knowledgeable farmer who was not particularly enthusiastic about being enmeshed in litigation with the County. He left the impression that he reluctantly brought this lawsuit as a result of his frustration with the continued denial by the County and its insurer of any involvement or responsibility for the salt contamination of his property. He has not publicized his land's salt issues. His estimates as to his loss per acre of both wheat and soya beans in the affected areas were given in a straightforward way. The pictures he took and the videos Mr. Steadman made all were helpful in showing the extent of the damage to his crops that he attributed to the salt. I accept that he was honestly attempting to be as accurate as possible.

- [15] Sharon Byce has known Mr. Steadman for over 30 years. She is an avid gardener who lives in the Blue Point/Wyoming area of Lambton County. She had heard of Mr. Steadman's salt contamination issue and in the spring of 2010 she put together three pails of soil in which she planted soya beans. The first pail consisted of composted soil from her property, the second, uncontaminated soil from the Steadman property and the third, contaminated soil from the property. The soil from Mr. Steadman's farm was selected and brought to her by him. She cultivated the beans in each container with equal care of watering and sun. She exposed the pails to the southern exposure light and left them in the same place. No fertilizer was applied to the three containers. Her observations were related by her as well as pictures that she took of the progress. Her observations and photos provide a vivid illustration of the stark contrast between the first and second pails and the third pail of soya beans grown in the contaminated soil. I accept that she had no part in the selection of the soil and there are some limitations on the extent of the usefulness of her evidence. However, the photos and her observations were in my view effective demonstrative evidence of the effects of salt contaminated soil on soya bean growth.

The Expert Evidence

- [16] Michael Duchene is an environmental engineer with a master's degree of applied science and civil engineering who practises in the fields of hydrology, hydro-geology and contaminated site assessments and remediation. He gave evidence and filed an extensive report prepared by himself and his colleague Tiffany-Ann Svensson. Ms. Svensson has a master's of science degree in hydrology.
- [17] Mr. Duchene attended the Steadman farm in February 2013 and, in addition to his visual observations, took photographs that are included in his report. He concluded that the conditions he observed on the date of his visit to the site were "somewhat representative of conditions that would be encountered during a spring melt when the potential for salt laden runoff would be greatest." His report included an analysis of the wind data for the region, including a "wind rose" illustration and a review of the analytical data from the soil tests that Mr. Steadman had commissioned. He also reviewed the key findings in the report of Dr. Smythe. His responses effectively neutralized all of the significant conclusions Dr. Smythe made in his report for the defence. Mr. Duchene noted that the report from Peninsula Chemical Analysis Ltd. failed to reference "even one external document to support a statement."
- [18] Among Mr. Duchene's conclusions were that the "elevated concentrations of sodium and chloride measured in 126 soil samples" from the Steadman farm resulted from the "application of salt 'sodium and chloride' on the adjacent Nauvoo road and the transport of the salt on to the farm fields." He confirmed that the transmission of the sodium and chloride to the damaged areas adjacent to the road allowance was through airborne mist, wind and surface runoff. He attributed the transmission of the salt to the farm lands to poor roadside drainage as well as the location of a drainage culvert under Nauvoo Road south of the Steadman farmhouse.

- [19] He concludes that:

Sodium and chloride that enters the shallow soils on the farm field will migrate downward over time. The rate of downward migration depends on several factors but overall there will be an additive effect from year to year. Excessive concentrations of sodium in the soil can result in breakdown of soil aggregates, decreased pore size and reduced permeability of the soil to air and water. This will reduce drainage and exacerbate the impacts.

WESA Final Report February 2013 (p. 6, para. 5).

- [20] He further concluded that the salt management plan for Lambton County (which recommends an application rate between 135 kilograms and 200 kilograms per two lane kilometre) is at the high range, as it is 54 percent greater than the recommended rates from the Ontario Ministry of Transportation. He comments that "it is possible that the County of Lambton is over applying road salt."
- [21] Jack Legge of SGS Laboratories (formerly Agri Food Laboratories) was called by the plaintiff to give evidence about the soil and plant tissue analysis that he conducted for Mr. Steadman. He gave knowledgeable and confident evidence about the critical effect of sodium chloride on Mr. Steadman's crops and how it would negatively affect the soil's ability to supply important nutrients to the crops.
- [22] Dr. Richard Smythe (Peninsula Chemical Analysis Ltd.) was qualified by the defence as an expert in analytical chemistry. His report was filed. It was his opinion that it was difficult to confirm where any salt in the Steadman fields came from because he did not know what salt was deposited from other means, including horses and cattle. His position was that it can't be assumed that the sodium and chloride in the land comes from the salt trucks' deposits over the period of winter maintenance because there was "no way to trace its history". He questioned the likelihood that salt from the road would travel airborne very far past the roadside. He suggested that the use of "Round-up" might have contributed to the salt content of the soil.
- [23] Mr. Rob Steiginga, the Lambton county roads manager, testified as to the attempts the County has made since 1997 to reduce the amount of salt used on their roads in winter. The County Salt Management Plan was filed. These efforts have been over time and appear to have been maximized around the time that this lawsuit was started. He was frank about past practices. He expressed "shock" at how much salt was being used in 1997. He acknowledged that some of the road salt operators were "old school" and slow to adopt some of the new standards and reduce the amount of salt. He said that since 2009 his drivers are all compliant with the new guidelines. He indicated new equipment was brought in more laterally. He suggested that there was a learning curve going on with the County but that the current use of salt is one half of the 1997 amount. He acknowledged that drainage is important but did not comment on the effect of salt on drainage. Despite

all the evidence of the County's efforts to reduce its salt use he indicated he was "not sure it is hazardous" and said it was not regarded as a contaminant.

Factual Findings

- [24] The case for causation was based on the evidence of Mr. Steadman and of the various witnesses from the local co-op. It was bolstered by the analysis of WESA and the evidence of its Mr. Michael Duchene. The report and the analysis done was thorough. The evidence given by Mr. Duchene was credible and supported by the soil analysis and a number of studies pertaining to the dispersal, spreading and infiltration of road salts into soils. In contrast, I had difficulties with the evidence of Dr. Smyth for the defence. He did not attend at the property and his expertise was as a chemist. He had no background in soils or as an agronomist. Much of his evidence as to the likely source of the sodium and chloride found in the plaintiffs' land, for example cows, horses, or natural deposits, was entirely speculative and bore little relation to the agricultural history of the Steadman property. Unlike Mr. Duchene whose conclusions referenced authoritative literature in the area of road salt use and winter road maintenance, his statements were not supported by other studies. There was no study to support the comment that "Round-up" use throughout the farm property could have led to elevated salt levels.
- [25] I have concluded on all of the evidence that the pattern of salt dispersal on the Steadman farm is consistent with the plaintiff's engineering opinion that the higher levels of salt contamination are found closest to the road. The only reasonable, logical inference is that the salt is coming from spray and off the road itself.
- [26] I have been persuaded by the plaintiffs on the balance of probabilities that the dispersion of road salt by the defendant along a portion of their property that bordered with Nauvoo Road was the cause of damage from about 1999 to the present, to their land and to their soya and wheat crops.

The Law Relating to Nuisance

- [27] In Allen Linden & Bruce Feldthusen's *Canadian Tort Law*, 9th ed. (Canada: LexisNexis, 2011) at 578-579, the authors write of private nuisance:

Private nuisance may be defined as an unreasonable interference with the use and enjoyment of land. This may come about by physical damage to the land, interference with the exercise of an easement, or with mineral rights *profit à prendre* or other similar right, or injury to the health, comfort or convenience of the occupier. In short, it is an environmental tort. The use of the term "unreasonable" indicates that the interference must be such as would not be tolerated by the ordinary occupier. The court need not, therefore, be concerned with the effect of the defendant's conduct on any other members of the community, other than the occupier.

- [28] The leading case in Ontario considering whether the application of salt upon a farmer's property constitutes a nuisance remains *Schenck v. The Queen*; *Rokeby v. The Queen* (1981), 34 O.R. (2d) 595, 131 D.L.R. (3d) 310 (High Ct.), aff'd (1984), 49 O.R. (2d) 556, 15 D.L.R. (4th) 320 (ONCA), aff'd [1987] 2 S.C.R. 289 (SCC).
- [29] Robins J. (as he then was) found in that case that the properties contamination by salt spray originating from the QEW in one case, and Highway No. 73 in the other, was proven on the balance of probabilities:

This is the only conclusion that can be reached on any reasonable balance of probabilities and has long been manifest. The government, from its own files, must be taken as having known, probably from the mid-1960s, certainly the early 1970's that salt operated as a contaminate affecting growth and production of peach and apple trees and that the continued heavy application of salt to the QEW and Highway No. 73 would inevitably impair the plaintiffs' trees and cause significant economic harm.

- [30] In that case, the learned trial judge found that the suggestion by the defendant government that the damage was caused by diesel fumes, exhaust gases or the like was not supported by the evidence.
- [31] At para. 27, in addressing the balancing of interests that must be done in an environmental nuisance case, Robins J. said as follows:

I do not agree that the plaintiffs' property interests may be infringed with impunity. Giving full recognition to the importance of proper highway maintenance to the public at large, in my opinion the plaintiffs are entitled to vindication in damages against the continuing intrusion on their lands. The interference with the use and enjoyment in the present circumstances is sufficiently peculiar, sufficiently direct and of sufficient magnitude to support an action for nuisance. On a balancing of the conflicting interests appropriate to this department of the law, it would be unreasonable to compel these plaintiffs to continue to suffer this interference for an indeterminate time, as the government would have it, without compensation. In reality, their injury is a cost of highway maintenance and the harm suffered by them is greater than they should be required to bear in the circumstances, at least without compensation. Fairness between the citizen and the state demands that the burden imposed be borne by the public generally and not by the plaintiff fruit farmers alone.

- [32] The defendants have argued that the law as stated in *Schenck* is dated and the case should not be followed. I disagree. The case was upheld on appeal to the Ontario Court of Appeal and the Supreme Court of Canada with both courts adopting the trial judge's reasons. Those reasons remain persuasive and have been quoted with approval

subsequently in the Ontario Court of Appeal and the Supreme Court of Canada, most recently in *Antrim Truck Centre Ltd. v. Ontario (Ministry of Transportation)*, 2013 SCC 13, 355 D.L.R. (4th) 666. It is also cited in Jamie Benidickson, *Environmental Law*, 3d ed. (Toronto: Irwin Law, 2009) at p. 102.

- [33] Neither the social utility of the conduct or lack of negligence on the defendant's part will excuse liability. As stated in G.H.L. Fridman, Q.C., *The Law of Torts in Canada*, 3rd ed. (Toronto: Thomson Reuters, 2010) at pg. 152: "This liability is strict. That is to say, it is independent of the manner in which it occurs or is caused. Once damage is shown, the plaintiff may also be able to recover for loss of the use of his property, inconvenience and even the insult he incurred as a result of the defendant's conduct."
- [34] The issue in a nuisance suit is whether there is substantial interference with plaintiff's reasonable use of his land; see *Environmental Law*, quoting J.P.S. McLaren, "Annotation" (1976) 1 C.C.L.T. 29, at p.101:

[I]t is the impact of the defendant's activity on the plaintiff's interest which is the focus of attention and not the nature of the defendant's conduct. The interference must be unreasonable in the sense that the plaintiff should not be required to suffer it, not that the defendant failed to take appropriate care. By the same token, if the level of interference is unreasonable, it is irrelevant that the defendant was taking all possible care. Furthermore, it makes no difference that in his mind he was making reasonable use of his land, or that his operation was beneficial to the community. The plaintiff satisfies the substantive requirement of the tort if he can point to tangible damage resulting from the defendant's activity or a significant degree of discomfort or inconvenience.

Application of Law to Facts

- [35] Here I conclude that the damage caused by the salt to the Steadman farm was a significant harm which amounted to unreasonable interference with the plaintiffs' property for which they are entitled to be compensated.
- [36] I have concluded that approximately 15 percent of the plaintiffs' farm was significantly damaged by the road salt. I accept as persuasive the evidence given by the plaintiff and his witnesses as to the calculation of the damages to the crop.

Review of Damages Evidence

- [37] The plaintiffs seek damages under three headings:
- i) Crop losses from the years 1998 to 2013;
 - ii) The costs of soil and plant tissue analysis;

- iii) The diminished value of their farm as a consequence of salt contamination and the stigma associated with that contamination.

Damages were claimed but no evidence called in respect of the cost of remediating the salt contamination on the Steadman farm. The claim was not pursued at trial.

i) Crop losses: 1998 to 2013

- [38] In the course of the trial I ruled that Mr. John Couwenberg, a certified crop specialist with Growmark could give evidence of calculations that he made based on his review of the grain delivery receipts. He made calculations to determine the amount of dry bushels of soy beans and wheat. He was offered, not as an expert, to put forward calculations he made based on information provided to him by Mr. Steadman. His evidence consisted of mathematical calculations that he made based on the information he was provided. I ruled that his evidence was not in the nature of expert evidence and that the objections of the defence would go to the weight that I put on his evidence given the origin of the facts and assumptions that his calculations were based on.
- [39] I have concluded his comparisons between the other farms tilled by Mr. Steadman that were not at his home location were appropriately received in evidence as the farms were of similar soil types, were farmed with similar tillage and planted with similar types of grain. These farms were not affected by the road salt contamination. He assumed that the "target yields" for wheat and soya crop were not achieved on the home farm because of the road salt contamination.
- [40] The defence called Sean Colville who gave evidence about the condition of Mr. Steadman's soil and the size of tillable acres of his farm and also critiqued Mr. Couwenberg's calculations. He concluded from reviewing aerial photos of the farm that the areas of low productivity that were allegedly contaminated by salt were areas with poor drainage. He did not comment on any connection between salt contamination and poor drainage.
- [41] I prefer the evidence of Mr. Couwenberg and Mr. Steadman. Mr. Couwenberg corrected some of his calculations when giving evidence and reduced his figures accordingly. I prefer Mr. Steadman's evidence about his farm and its size and condition. I accept his knowledge about the soil conditions on the other properties that he farmed. Mr. Colville came to his conclusions by reviewing aerial photographs and did not visit the farm. I prefer Mr. Steadman's intimate knowledge of the condition and drainage of his fields over Mr. Colville's paper analysis. I do not accept that a proper assessment of the farm fields can be done accurately by looking at photographs without a first-hand review of the soil conditions and the contours of the property. He criticised the plaintiffs' evidence for assuming that productivity of the lands compared would be similar absent any salt contamination. He did no analysis that would contradict Mr. Steadman's evidence that the soil conditions and his farming methods were similar on the properties farmed. I accept Mr. Steadman's evidence as honestly given and based on first-hand knowledge of all of the farms he cultivated.

- [42] I accept Mr. Couwenberg's calculations. An appropriate figure for the total crop loss from 1998 to 2013 is \$45,000.

ii) Costs of Soil and Tissue Analysis

- [43] The submitted receipts for the soil tests and tissue analysis were not disputed and are accepted by the court in the amount of \$5,652. I accept these as necessary expenses incurred by the plaintiffs in investigating and confirming the salt contamination as opposed to litigation costs: see *Nor-Video Services Ltd. v. Ontario Hydro* (1978), 19 O.R. (2d) 107, 84 D.L.R. (3d) 221.

iii) Diminished Value of the Farm

Expert Appraisal Evidence

- [44] The plaintiffs relied on Larry Rosevear and Dan Laven's (Valco) evidence, appraisal and report while the defendant produced Mr. Les Otto's (Otto and Company) calculations and evidence and his accompanying appraisal report.
- [45] The first Valco appraisal puts the value of the Steadman farm at \$920,000 excluding the 3 acre diaper field. A subsequent appraisal of the 3 acre site concluded its value was \$65,000. The first Otto appraisal of December 17, 2012 assessed the property at \$975,000 excluding the approximate 3 acre site. The subsequent Otto report of April 2014 confirmed the main farm (92.09 acres) at \$975,000 with the diaper field (3.08 acres) assessed at \$45,000. The major difference was in the calculation of the stigma effect of the salt contamination on the property.
- [46] At p. 59 of the first Valco report (December 17, 2012) the authors Larry Rosevear and Dan Laven state:

In real estate a stigmatised property is a property which buyers or tenants may shun for reasons that are unrelated to its physical condition or features. Types of stigma could include a property or area that have a reputation, positive or negative that impacts its marketability. Stigma is the effect that lingers on after the cure.

- [47] The authors conclude with the following valuation analysis:

In estimating the 'As Is' Current Market Value as Contaminated, with a Highest and Best Use as a continuation for its use as a cash crop farm the following is considered.

Based on information received and reviewed, the assumption has been made that there would be remediation efforts made by the County of Lambton, to stop future road salt applications from spreading onto the subject lands. No attempt has been made by the authors of this report to determine what this may be or at what cost. It is not known whether planting a dense row of some type of evergreen trees along the road would

alleviate the problem or not. Theoretically the damaged soil could be removed and replaced but the cost would probably be prohibitive and even if were to be done the on-going winter road salting activities would still be prevalent. However, if future information provides that remedial methods would not be practicable, then a review of the final value reported herein would be required.

In recapping considerations that may impact its value are as follows:

- possibility of a stigma being attached to the property;
- possible difficulty in obtaining insurance (building or liability);
- possible difficulties in obtaining financing;
- the likelihood that the contaminated acreage will become larger even if remedial efforts are completed.

These factors above could have impact on the value of the subject property. In most instances in the Illustrations, the impaired value was a blend of numerous factors. Therefore, my conclusions do not isolate each particular impact concern but were based on a blended impact.

Having analyzed and considered the various illustrations as presented in this report, it is concluded that a negative impact on value would be in the order of 15% to 25%. For purposes of this report 20% has been selected. Based on a 'clean site' value of \$920,000, the diminution in value would be \$184,000.

- [48] Mr. Otto, in assessing the current market value of the Steadman farm notes at p. 8 of his first report that in the immediate district "economic growth has been modest, with little or no increase in the population over the past 5 to 8 years. Many farms are consolidating into larger units, and the rural districts have experienced the slight decline in population."
- [49] When Mr. Otto looked at recent sales of farm properties in the immediate area of the Steadman farm he found prices in a "range of \$5,955 to \$7,864 per acre (incl. buildings)", but notes:

Market research did not reveal any sales with *unique calibre of characteristics* as the subject, and all of the data was regarded to be inferior to various degrees. Consequently, the concluded adjusted pricing developed a range above the data, between \$10,000 to \$10,800 per acre (incl. buildings). (Page 37.) [Emphasis added.]

- [50] Mr. Otto approaches what he calls the "estimate of loss in value" from a different perspective than Messrs. Rosevear and Laven. At p. 41 of the October 1, 2013 report he says:

The reader will immediately appreciate that as the percentage of lands utilized for crops, versus that utilized for pasture or marginal lands (non-income generating), the price per acre declines. In the case of the subject, the 15 acres assumed to be contaminated, would be relegated to a more marginal status until it could be remediated; and, the inherent price per acre would be more towards \$4,000 to \$4,500 per acre, than the previously estimated rate of \$7,000 per acre (as if vacant), for good quality farm land.

- [51] Based on that assumption he concludes that the difference between 15 acres at \$7,000 per acre (\$105,000) and 15 acres at \$4,500 per acre (\$67,500) equals the loss in value by salt contamination to the Steadman farm. That is \$37,500 (or a 35 percent reduction). He concludes:

There is no material or quantifiable loss or diminution of value to the balance of the subject farm, as those lands are not apparently impacted by reduced crop production. Also, the subject has no substantial farm buildings that base their existence on a minimum land base. Consequently, the foregoing calculated amount pertains only to the 15 acres, and there is no further value or loss considerations required for the balance of the owner's lands and buildings.

- [52] On p. 42, he explains his rationale for this conclusion:

Knowledgeable buyers in the rural farm marketplace, understand the impact and the potentials for remediation, and form their pricing opinions accordingly, when considering a purchase of this type of property. However, a prudent farmer will also be cognisant that remediation is possible, and that the impact of the salt stray is not a sterilization of lands, nor permanent issue or stigma that limits the use of these lands. Consequently, the estimated pricing difference is more closely related to the reduced crop production, and its relationship to the inherent value of the 15 acres as more marginal land, such as pasture, low-yield crop lands, or say wood-lot.

- [53] Clearly the experts differ in their approach on the impact the salt contamination would have on a perspective buyer of the property. Mr. Otto states that a prudent farmer will know that the property can be remediated and is not sterilised and that the impact of the salt is not a permanent issue or a stigma that limits the use of the lands. I accept that conclusion. The Valco report relies on a list of assumptions, possibilities and likelihoods that all amount to speculation. There is no factual foundation for his conclusion that the entire property's value be reduced by a set percentage (15%-25%).

- [54] I find that the preferable calculation method for the diminution of this property's value is that used by Mr. Otto. I do not, however, accept his starting point for the diminished value of the land. Rather than use the average acreage price (\$10,000 - \$10,800) for the Steadman farm as a whole, he starts with a discounted value as vacant and then applies a formula to discount the land because of the salt contamination. In my view, by distinguishing the damaged acreage value from the overall value per acre of the farm, Mr. Otto has ignored the reality that this is one farm and likely to be sold as such. His starting point for valuing the diminution thus already diminishes the value of the salt damaged property.
- [55] I prefer Mr. Otto's opinion that there be a reduction of the value of the salt contaminated 15 acres but would begin the reduction with the average per acreage price at \$10,800. Extracting a 35 percent reduction, the diminution would be \$3,780 per acre, for a total of \$56,700 (15 x \$3,780).

Application of the Law to the Damage Evidence

i) Mitigation

- [56] As set out in Jamie Cassels & Elizabeth Adjin-Tetty, *Remedies: The Law of Damages*, 3rd ed. (Toronto: Irwin Law, 2014) at p. 430:

The objective of the rule of mitigation is to give the plaintiff an incentive to take steps to minimize the total costs of the tort or breach of contract, and to avoid unduly burdening the defendant with avoidable losses. The plaintiff is disbarred from recovering losses that could *reasonably* be avoided. What is reasonable is a question of fact, not law, and the burden of proof is upon the defendant to demonstrate that the plaintiff could reasonably have avoided a loss or was unreasonable in her conduct.

- [57] The defendant County argues that if the road salt was the cause of the damage to the plaintiffs' crop and property, that the plaintiffs had a positive duty to take steps to reduce the effects of the damage. These steps include: a) digging irrigation ditches; b) erecting fencing to stop the wind from carrying the salt across the fields; and c) tilling gypsum into their soil.
- [58] The digging of ditches has historically been the municipality's responsibility. It is expensive and requires engineering expertise and equipment that the plaintiffs cannot be expected to have. Further, the construction of ditches would have had to have been based on knowledge of factors beyond the control of the plaintiffs including the amount and patterns of distribution of the road salt.
- [59] Similarly, the erection of snow fencing would only be effective if it was coordinated with the County road maintenance department in terms of the distribution patterns of the County use of the road salt. It is clear from Mr. Steinginga's evidence that the use and distribution of the salt was very much a decision of the individual operators at the time and varied from application to application.

[60] To accept the County's submission regarding the plaintiffs' duty to consider crop rotation or applying gypsum into the soil would, in my view, impose an unreasonable burden upon the plaintiffs. The County was applying a contaminant on a basis and a pattern known only to them. They continued to use the salt based de-icing and when confronted by the plaintiffs' complaints, denied responsibility for any damage to the plaintiffs' crops and property. Subsequently, any efforts of the plaintiffs to reduce the harm to their property would, in my view, have been futile and ineffective as long as the County continued its pattern of use and distribution of the road salt. The County was clearly aware of the toxicity of the salt to vegetation and were making efforts through their salt management plant to reduce their reliance on it. None of this was conveyed or communicated to the plaintiffs who would have no expectation that any efforts or changes on their property would not be undone by the application of the salt the following winter.

[61] The defendant has not persuaded me that there has been any failure to mitigate the damage caused by the defendant's use of the road salt on the Nauvoo Road adjacent to the plaintiff's property. The contamination could not have been reasonably avoided by the plaintiffs.

ii) Stigma

[62] Although not referred to by either counsel in argument, the seminal case on stigma in Ontario is the decision in *Tridan Developments Ltd. v. Shell Canada Products Ltd.* (2002), 57 O.R. (3d) 503, 154 O.A.C. 1 (C.A.). In this case, involving a gasoline spill from a service station onto an adjacent property in Ottawa, the trial judge had found that there would be a \$350,000 reduction in the value of the property due to the stigma associated with the contamination even after the property was restored "to a pristine condition". The appeal court concluded in disallowing the stigma damage that "... there is no support for the trial judge's conclusion that there is a residual reduction of value in a pristine site caused by the knowledge that it was once polluted."

[63] The *Tridan* case is important for the fact that a Canadian appellate court recognized that there may be a calculation of a reduction in a property's value based on the concept of stigma attaching to it, notwithstanding that the court disallowed stigma damages in that case.

[64] The ramifications of the *Tridan* decision were discussed in a paper written for *The Advocates' Society Journal* by Katherine M. van Rensberg (prior to her appointment to the Superior Court of Justice and subsequently to the Ontario Court of Appeal) entitled: "Deconstructing Tridan: A litigator's perspective", (Spring 2006) 24 *Advocates' Soc. J.* No. 4, 16-27. The author reviews the common law principles concerning measuring damages for contaminated property and challenges for assessing damages for environmental harm. This case comment reviews aspects of the trial and appellate decisions in *Tridan* including the debate about the availability and measure of stigma damages, and "... the ability of the courts (and their reluctance in *Tridan*) to fashion creative remedies that do justice to the parties and to the public interest."

[65] The author concludes that the Court of Appeal ruling:

[S]uggests that claims for stigma damages will have to be based on *compelling and persuasive expert evidence* and that the courts may greet such claims with skepticism, especially in the absence of evidence of residual contamination at the property. Finally, the recognition of stigma as a head of damages must recognize that contaminated lands carry risk and liability, as well as post-remediation value. (p. 15) [Emphasis added.]

[66] While cases involving oil contamination to commercial or residential properties are decidedly different from the case here of salt damage to a farmer's field and crops (where there has been no plan or request for remediation), the case and the case comment are instructive. Subsequent to *Tridan*, the principles set out in the trial court decision and confirmed in the Court of Appeal were followed in *618369 Alberta Ltd. v. Canadian Turbo (1993) Inc.*, 2004 ABQB 283, [2004] A.J. No. 480, an Alberta trial decision. In that case, also involving contamination of property by leakage from a service station, the court awarded \$20,000 in damages for diminution of the plaintiff's land despite the fact that the defendants had paid the cost of remediation. It also assessed damages for loss of profits during a period of time when the plaintiff was deprived of the ability to move or use the land to secure financing.

[67] More recently, in Ontario, Pattillo J. reviewed the law of stigma application in *McClean v. Manorgate Estates Inc.*, 2010 ONSC 949, 88 C.L.R. (3d) 237. That case involved the defendants damaging the foundation of the plaintiffs' home while excavating to build on the adjacent property. While the trial judge rejected the plaintiffs' evidence as to the value by which the property had diminished, he awarded the plaintiffs a "nominal amount of \$25,000" on the basis that the plaintiffs' house "will not be completely restored to the way it was before the damage occurred resulting in some minor diminution in the value of the Property."

[68] It must be remembered that this farm is in a small rural community where word of Mr. Steadman's difficulty with the road salt has no doubt spread. A lawsuit has, according to the evidence, never been brought against the County for road salt damage to crops. It would not be surprising that the facts of this case and the findings here would become well known in the community. I accept that any real estate broker would be ethically bound to disclose the salt contamination. The question, of course, is what effect would this knowledge have on the market?

[69] The case law contains no comparable cases for stigma damages arising from reversible damages to annual crops. The damages in the road salt cases of *Schenck* and *Rokeby* (see para. 28) were for the damage to and replacement costs associated with the plaintiff's fruit orchards. The concept of stigma was not raised in those cases.

[70] After reviewing the stigma adjustment factors set out on pages 58-59 of the Valco report, including difficulties in obtaining insurance, building permits and financing, I have

concluded that none of them apply in this case. The salt contamination poses no human safety concern. I do accept that currently the highest and best use of the property is cash crop farming. It is not clear to me that given the trend noted by Mr. Otto (which I accept) that many farms are consolidating into larger units, that the continued unsevered use of the farm house and its other assorted out buildings is a likelihood. The value of the home and the assorted out buildings are unaffected directly by the salt's effect on a portion of the farm. I have also taken into account that the "diaper field" parcel of approximately three acres on the other side of Nauvoo Rd. is severable and that its highest and best use as either a residential site or continued agricultural site is unaffected by the salt.

- [71] I conclude that, on the evidence in this case, the plaintiff has not satisfied me that there should be a separate damage award for stigma. On the definition of stigma found in the Valco report (para. 46) as there has been no "cure" there is no method to measure the lingering effect.

iii) Diminution of Value

- [72] I find it is reasonable to conclude that a potential purchaser would see the farm as a whole as less desirable even if their intention was to apply for a severance of the arable farm land from the residence and its buildings or to rent out the farm to another farmer. Either scenario is likely to require some additional expenditure of money or labour in comparison to a similar property where no salt damage has been identified. It is common sense that those cost calculations would reduce the property's value to prospective purchasers.
- [73] The conundrum around the appropriate assessing of damages in nuisance cases was addressed by Robins J. in *Nor-Video Services Ltd.* at p. 15:

The difficulty in deciding between diminution in value and cost of reinstatement arises from the fact that the plaintiff may want his property in the same state as before the commission of the tort but the amount required to effect his may be substantially greater than the amount by which the value of the property has been diminished. The test which appears to be the appropriate one is the reasonableness of the plaintiff's desire to reinstate the property; this will be judged in part by the advantages to him of reinstatement in relation to the extra cost to the defendant in having to pay damages for reinstatement rather than damages calculated by the diminution in value of the land.

- [74] Quantifying the diminution of value to a potential purchaser is the appropriate manner to calculate those damages beyond the damage to the Steadmans' crops. For a number of reasons neither side has attempted remediation or explored the costs of remediation of this property. For reasons that I reviewed when evaluating mitigation, I have concluded that the County is in the best position to determine and bring about remediation of the road salt contamination to the Steadman's property and measures to reduce or eliminate

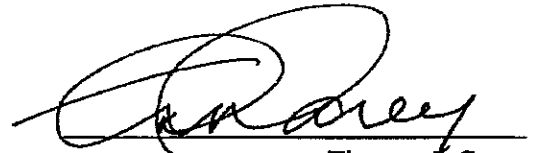
further damage. I would think it reasonable to conclude that their failure to do so could have further ramifications.

Conclusion

[75] I find that the following damages have been made out:

- i) Crop losses from the years 1998 to 2013: \$45,000;
- ii) The costs of soil and plant tissue analysis, DNA multiscans and soya testing: \$5,652 as necessary to the investigation of the claim;
- iii) \$56,700 for diminution of value of property.

[76] If the parties cannot agree to costs, I will receive the plaintiffs' written submissions within 15 days and defendant's within 15 days thereafter.



Thomas J. Carey
Justice

Released: January 16, 2015

CITATION: Steadman v. Corporation of the County of Lambton, 2015 ONSC 101
COURT FILE NO.: 5634/09 (Sarnia)
DATE: 20150116

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

Joseph Maxwell Steadman, Evelyn Elizabeth Steadman
Plaintiffs

– and –

The Corporation Of the County of Lambton
Defendant

REASONS FOR JUDGMENT

Carey J.

Released: January 16, 2015

Rachel Tyczinski

Subject: FW: For distribution to Council
Attachments: Bill 52 Fact Sheet - CCLA and CJFE.pdf

From: Cara Zwibel [<mailto:CZwibel@ccla.org>]
Sent: Tuesday, January 20, 2015 3:21 PM
To: City Clerk
Subject: For distribution to Council

Dear Mr. White,

I am writing on behalf of the Canadian Civil Liberties Association (CCLA) and Canadian Journalists for Free Expression (CJFE) regarding Bill 52, the *Protection of Public Participation Act* which was introduced in the Ontario legislature in December 2014. We understand that the City of Sault Ste. Marie, along with many other municipalities in Ontario, has been looking at this Bill and wanted to share some information about what the Bill will and won't do.

I attach a Fact Sheet we have prepared and which we would ask you to kindly distribute to Council members in advance of the next Council Meeting. If you require further information or if there is a different process for submitting information to Council, please let me know.

Sincerely,

Cara Faith Zwibel, LL.B., LL.M.
Director, Fundamental Freedoms Program/ Directrice, programme libertés fondamentales

Canadian Civil Liberties Association / Association canadienne des libertés civiles
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FACT SHEET: Bill 52 – Protection of Public Participation Act

The Ontario government recently introduced Bill 52, the *Protection of Public Participation Act*. The Bill is designed to create a new procedure in civil litigation to help ensure that our courts are not used for bringing lawsuits to silence or deter people from speaking out on matters of public interest.

There is a fair bit of misinformation about what the Act will and what it will not do. However, Bill 52 largely reflects the recommendations of an expert panel appointed by the Attorney General of Ontario. The panel, which solicited public feedback and reported to the Attorney General in the Fall of 2010, was established to advise the Attorney General as to “how the Ontario justice system may prevent the misuse of our courts and other agencies of justice, without depriving anyone of appropriate remedies for expression that actually causes significant harm.”¹ This fact sheet is intended to provide clarification and to answer outstanding questions about the effect of Bill 52.

What is a SLAPP suit?

SLAPP stands for “Strategic Lawsuit Against Public Participation.” In essence, SLAPPs are lawsuits, or the threat of a lawsuit, directed against individuals or organizations, in order to silence and deter their public criticisms or advocacy for change. Although SLAPPs can take a variety of forms, many come in the form of a legal action for defamation or for other civil claims including interference with contractual relations. SLAPPs generally lack merit and are not likely to succeed in court. The term is used in part to describe a case where the goal of the party bringing the lawsuit is generally not to win, but to silence critics.

The lawsuit is started by a plaintiff, which may be an individual or corporation, in order to intimidate those who criticize or question the plaintiff’s behavior or stance with respect to certain public interest issues. In response, the critics (defendants in the lawsuit) have to redirect all of their energies to defending the lawsuit. In light of the time, resources and stress that can accompany being sued, the defendants may be encouraged to simply stop expressing their views and critical assessments of the plaintiff. The lawsuit may also have the effect of dissuading others from speaking out and exercising their own rights to express themselves and participate in the democratic process. This is sometimes referred to as the “chilling effect.”

¹ Ministry of the Attorney General, *Anti-SLAPP Advisory Panel*, online: https://www.attorneygeneral.jus.gov.on.ca/english/anti_slapp/. The Advisory Panel’s full report is available at: http://www.attorneygeneral.jus.gov.on.ca/english/anti_slapp/anti_slapp_final_report_en.pdf.

How would Bill 52 change the civil litigation process?

- If Bill 52 becomes law, there would be a new procedure available in Ontario's civil courts. In particular, a defendant in a lawsuit could bring a **special motion** asking for the claim against them to be dismissed because of its impact on the freedom of expression in a matter of public interest.
- The **motion could be brought at any time** after the claim is filed. In practice, a defendant would probably bring this motion soon after being served with a statement of claim, and thus forego having to file a statement of defence and proceed with many of the other time-consuming and costly steps in civil litigation, until a Court has decided whether the lawsuit may or may not continue.
- The Bill also proposes **cost consequences** that are designed to discourage SLAPP lawsuits from being started and to encourage the targets of such lawsuits to have them disposed of promptly. If the defendant succeeds in having the proceeding dismissed, there is a presumption that they can recover costs (i.e. the person who brought the lawsuit will have to pay all of the legal costs). Conversely, if the defendant is unsuccessful in having the lawsuit dismissed, and it proceeds, there is no presumption they would be liable for costs. Damages could also be awarded in cases where a judge determines that a proceeding was started in bad faith or for an improper purpose.

When would a case be dismissed?

- It has been suggested that Bill 52 would prevent individuals and corporations from protecting themselves against an unfair and untrue "smear campaign". This is not accurate. **The proposed legislation does not change the law of defamation, it only creates a new procedure** to help ensure the Court's resources and powers are not being used to shut down legitimate public debate and discussion.
- **If a judge determines that the lawsuit was started based on an expression made by the defendant that relates to a matter of public interest, it should be dismissed. However, if the party bringing the lawsuit can demonstrate that:**
 - the case has substantial merit;
 - the defendant has no valid defence; and
 - the harm it has suffered outweighs the harm that could be done to the public interest (particularly freedom of expression) by allowing the action to continue**THEN: the case will not be dismissed and the action will be allowed to proceed.**

What Bill 52 will and won't do:

- It will **save time and money**.
 - How? By making sure that an early determination is made about whether a lawsuit can proceed where it appears to be aimed at silencing public participation.
- It will **ensure a fairer process** in our courts.
 - How? The targets of SLAPPs often have limited financial resources and many are not able to cover the cost of defending themselves in a lawsuit, even if they have a strong defence or did nothing unlawful in the first place. The special motion will help make sure these people have an opportunity to defend themselves and not simply bow out because of a lack of resources.

- It will help to **protect freedom of expression**.
 - How? Lawsuits and threats of lawsuits that target expression create a “chill” and discourage people from speaking their minds. The procedure created by Bill 52 will help to guard against this chilling effect.
- It will be available to **any** civil litigant in Ontario (involved in a lawsuit started after December 1, 2014) who feels the suit is targeting their public participation and **will not limit who can bring a special motion to dismiss**.
 - Why not? The proposed scheme should apply to anyone in any civil litigation. The value of public participation is not restricted to specific individuals.
- It will **not create a new legal right** (unlike several American anti-SLAPP laws that expressly protect the right of citizens to petition government).
 - Why not? Canadians’ freedom of expression is already protected by our Constitution. An anti-SLAPP law would merely act as a new procedure to better enforce an existing body of rights.
- It will **not limit protection to communication that targets governments**.
 - Why not? Protection should be based on whether the expression is on a matter of public interest. This may include commentary on government actions and actors, as well as non-government actors.
- It will **not focus on the purpose of the lawsuit**.
 - Why not? Judging the motive of a plaintiff is difficult, and often impossible, especially in an accelerated proceeding such as a motion. Consideration should be given to the effect the lawsuit may have on expression on matters of public interest, not on why the plaintiff decided to sue.

Malcolm White

From: AMO Communications <communicate@amo.on.ca>
Sent: Thursday, January 22, 2015 5:37 PM
To: Malcolm White
Subject: AMO Policy Update - 2015 Pre-Budget Submission

January 22, 2015

2015 Pre-Budget Submission

Today the Association of Municipalities of Ontario provided the Legislature's Standing Committee on Finance and Economic Affairs with its 2015 Pre-Budget Submission.

A healthy future for Ontario communities will include the following, among other matters:

1. The Province, in concert with municipal government, undertaking a cumulative impact analysis of municipal fiscal health.
2. Streamline responsibilities between the municipal and provincial orders of government and simplify accountability.
3. Action is needed on police and emergency service costs.
4. Infrastructure and housing investment is a top municipal priority.
5. Improve the rule of law and its administration; pass Bill 31, *Transportation Statute Law Amendment Act (Making Ontario's Roads Safer)*, 2014.
6. Make changes that cost the Province nothing, but would help municipal governments manage their costs.
7. Growth must pay for growth, the *Development Charges Act* must change.

The submission includes case studies of fiscal issues in two Ontario communities, Iroquois Falls and the City of London. Municipal governments wishing to make their own written submissions have until January 30, 2015 to write the Clerk. Submissions can be directed to:

Katch Koch, Clerk

Standing Committee on Finance and Economic Affairs

Room 1405, Whitney Block

Queen's Park, Toronto, ON M7A 1A2

E-mail: kkoch@ola.org

AMO Contact: Matthew Wilson, Senior Advisor, E-mail: mwilson@amo.on.ca, 416.971.9856 ext. 323.

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.

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Malcolm White

From: AMO Communications <communicate@amo.on.ca>
Sent: Friday, January 30, 2015 5:09 PM
To: Malcolm White
Subject: AMO Policy Update - Highlights of the January 2015 Board Meeting

January 30, 2015

AMO Report to Member Municipalities Highlights of the January 2015 Board Meeting

To keep members informed, AMO provides updates on important issues considered at regular AMO Board of Directors' meetings. Highlights of the January 2015 Board meeting include:

Social Assistance Management Systems (SAMS) Implementation Problems

The AMO Board received an update on the continuing serious problems associated with the implementation of the new provincial Social Assistance Management System (SAMS) for municipal welfare administrators. SAMS is negatively impacting client service, including employment assistance, and causing extraordinarily large additional labour intensive administrative costs for municipal service managers and District Social Service Administration Boards (DSSABs). AMO's Board demands the government use all available means and resources to address the short and long-term implementation issues. In addition, the Province must reimburse municipalities and DSSABs for the all ongoing costs of SAMS' implementation until each short and long-term implementation problem is resolved to mutual satisfaction. AMO is working closely with the Ontario Municipal Social Services Association (OMSSA) and will keep service providers updated on progress.

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

Building Canada Fund – Provincial/Territorial Infrastructure Component (PTIC)

AMO recently became aware that a December 2014 letter sent to federal Minister Lebel from provincial Minister Duguid appears to confirm that there will be no municipal opportunity for project intake for PTIC funds. AMO will be sending a letter immediately to express our great disappointment on this provincial decision while stressing the need for a stronger partnership on future funding program decisions.

Contact: Craig Reid, Senior Advisor, email: creid@amo.on.ca, ext. 334.

LAS Update

LAS is launching a Residential Water/Wastewater Warranty Protection Program for municipal homeowners where the homeowner would pay a small monthly amount to warranty the repair or replacement of their utility service lines located between their residence and the municipal sewer/water main. The municipality must endorse the program but takes on no administration or risk and also helps homeowners who generally are unaware of their responsibilities on their property.

Contact: Jason Hagan, LAS Program Manager, email: jhagan@amo.on.ca, ext. 320.

Municipal Government Climate Change Survey Results

The Board was briefed on the municipal climate change survey results staff conducted with municipalities of 25,000+ populations. This was done to help prepare for expected discussions on the Ontario Climate Change Strategy. The survey found that municipalities have been undertaking climate change mitigation and adaptation actions and are keen to do more, but identified the major obstacle of funding for infrastructure and other work. A focus group will be conducted shortly for smaller municipalities to identify their interests and needs. A new AMO Task Force will be created to focus on the development of an AMO response to the expected Ontario Climate Change Strategy which is anticipated to be released soon.

Contact: Craig Reid, Senior Advisor, email: creid@amo.on.ca, ext. 334.

Bill 52, *Protection of Public Participation Act, 2014* (Anti-SLAPP Legislation)

If passed, Bill 52 will create a new procedure for courts to dismiss Strategic Litigation Against Public Participation (SLAPP). AMO staff worked with members to develop principles which address the concerns of municipalities in both northern and southern Ontario by bringing balance and fairness to anti-SLAPP legislation. AMO staff met with staff from the Ministry of the Attorney General to discuss the proposed principles. It is not clear how the government will move forward with Bill 52 and whether it will be referred to a

standing committee.

Contact: Renatta Austin, Policy Advisor, email: raustin@amo.on.ca, ext. 367.

Energy East: Pipeline Conversion from Gas to Oil

As part of the TransCanada Energy East project, there are plans to convert 1,925 kilometres of existing pipeline to oil, construct 104 kilometres of new pipeline, and build 30 pumping stations in Ontario. The AMO Board will be providing feedback to the Ontario Energy Board highlighting the need for TransCanada to ensure current customers and economic growth will not be negatively impacted by the conversion. As well, TransCanada needs to ensure that a high standard of safety and spill prevention are in place so that this economic benefit may be realized without environmental impacts or reliance on municipal resources.

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

Revised Rural and Northern Lens

The "A Voice for Rural and Northern Ontario" discussion paper and the Rural and Northern Lens have been updated and will be launched at this year's ROMA/OGRA Combined Conference in February. The purpose of the Lens is to assist policy developers, program managers, and decision makers with considering the impacts of provincial initiatives on rural and northern municipalities. For more information, visit the [ROMA website](#).

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

Project Green Light – Meeting with Members of the Premier's Advisory Council on Government Assets

The Province is considering the sale of Hydro One distribution assets. AMO, working with the Energy Distributors Association, met with members of the Premier's Advisory Council on Government Assets to discuss Project Green Light. This proposal provides an alternative to electricity delivery which could rationalize the current configuration and be more efficient and effective.

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

MEPCO Update

The Board was updated on the current Ontario Retirement Pension Plan (ORPP) consultation following the introduction of Bill 56 that sets out high level parameters of the new pension plan design. MEPCO is looking at possible impacts on the municipal sector and a response to the Province.

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

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Malcolm White

From: AMO Communications <communicate@amo.on.ca>
Sent: Monday, February 02, 2015 5:07 PM
To: Malcolm White
Subject: AMO Board Vacancies Filled

February 2, 2015

AMO Board Vacancies Filled

Further to last month's call for nominations, the Board made the following appointments to fill the eight vacancies among four of the six AMO caucuses. No vacancies occurred in the Northern Caucus or the Small Urban Caucus. Thirty municipal elected officials put their names forward for consideration and the Board was very pleased with this level of interest and was impressed with all the candidates.

In making its decision, the Board reflected upon the geographic distribution, among other matters. AMO's work is informed through the broadest representation possible. The 2014-2016 Board is listed below. The highlighted names are those appointed to fill the vacancies. The next Board of Directors' elections will be August 2016.

AMO Board of Directors 2014- 2016

President: Gary McNamara, Mayor, Town of Tecumseh
Secretary-Treasurer: Elizabeth Savill, CAO, County of Northumberland
Past Secretary-Treasurer: Grant Hopcroft, Director of Intergovernmental and Community Liaison, City of London

County Caucus

Jo-Anne Albert, Councillor, County of Hastings
Eric Duncan, Warden, United Counties of Stormont, Dundas & Glengarry, Chair, EOWC
Randy Hope, Mayor, Municipality of Chatham-Kent, Chair, WOWC
Paul McQueen, Councillor, County of Grey
Bob Sweet, Councillor, County of Renfrew
Scott Wilson, CAO, County of Wellington

Large Urban Caucus

Diane Freeman, Councillor, City of Waterloo
Chris Friel, Mayor, City of Brantford
Kevin George, Councillor, City of Kingston
Rick Goldring, Mayor, City of Burlington
Jeff Lehman, Mayor, City of Barrie & Chair, LUMCO
Deborah Reader, Government Relations, Office of the CAO, City of Brampton
Lou Turco, Councillor, City of Sault Ste. Marie

Northern Caucus

Dave Canfield, Mayor, City of Kenora (N.W.) & President, NOMA
Alan Spacek, Mayor, Town of Kapuskasing (N.E.) & President, FONOM
Mac Bain, Councillor, City of North Bay (N.E.)
Michael Doody, Councillor, City of Timmins (N.E.)
Ron Nelson, Mayor, Township of O'Connor (N.W.)
Phil Vinet, Mayor, Municipality of Red Lake (N.W.)

Regional and Single-Tier Caucus

Roger Anderson, Regional Chair, Region of Durham

Colin Best, Councillor, Region of Halton
Paul Grenier, Councillor, Region of Niagara
David Henderson, Mayor, City of Brockville
Ken Seiling, Regional Chair, Region of Waterloo & Chair, MARCO
Mark Taylor, Councillor and Designated Deputy Mayor, City of Ottawa
Allan Thompson, Councillor, Region of Peel

Rural Caucus

Ron Eddy, Mayor, County of Brant & Chair, ROMA
Ronald Holman, Mayor, Township of Rideau Lakes
Liz Huff, Councillor, Leeds and the Thousand Islands
Bill Vrebosch, Mayor, Municipality of East Ferris
Chris White, Mayor, Township of Guelph/Eramosa
Chris Wray, CAO/Clerk-Treasurer, Municipality of Wawa

Small Urban Caucus

Lynn Dollin, Councillor, Town of Innisfil & Chair, OSUM
Gail Ardiel, Councillor, Town of the Blue Mountains
Jim Collard, Councillor, Town of Niagara-on-the-Lake
Larry McCabe, Clerk/CAO, Town of Goderich
Jamie McGarvey, Mayor, Town of Parry Sound
Graydon Smith, Mayor, Town of Bracebridge

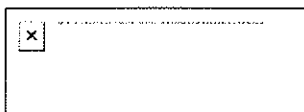
Association française des municipalités de l'Ontario (AFMO)

Appointment: Clermont Lapointe, Mayor, Township of McGarry & President, AFMO

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





January 24th, 2015

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

Dear Mr. White,

This letter is to inform you that Loplops Gallery~Lounge (license #806 453) will be catering an event for Bon Soo at The Machine Shop (St. Mary's Paper) for the Treble Charge Concert on February 6th, 2015. Loplops will be setting up 1-3 serving stations at the event and the license will be for the entire "performance space". The area will be licensed between the hours of 6:00pm-2:00am.

Loplops will staff each station and security will be present.

Police, Fire, Building and Health have all been notified.

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

Thank you for your consideration,

Sincerely,

Stephen Alexander
Owner – Loplop Gallery Lounge



January 24th, 2015

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

Dear Mr. White,

This letter is to inform you that Loplops Gallery~Lounge (license #806 453) will be catering an event for Bon Soo at The Machine Shop (St. Mary's Paper) for the Night of Ice & Fire Wine Tasting on February 14th, 2015. Loplops will be setting up 15 serving stations at the event and the license will be for the entire "performance space". The area will be licensed between the hours of 6:00pm-2:00am.

Loplops will staff each station and security will be present.

Police, Fire, Building and Health have all been notified.

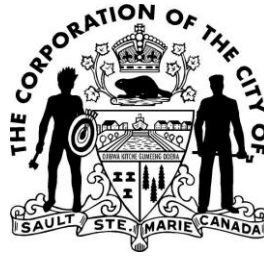
If you require any further information please do not hesitate to contact me at 945.0754.or at 705.297.2814 (text available and preferred) or email at loplops01@gmail.com

Thank you for your consideration,

Sincerely,

Stephen Alexander
Owner – Loplop Gallery Lounge

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



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

2015 02 09

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. **Michael Allard – Engineering & Planning – Building Division**
OBOA – Building Officials and the Law
March 16 – 20, 2015
Woodbridge, ON
Estimated total cost to the City - \$ 2,173.29
Estimated net cost to the City - \$ 2,173.29
2. **Nick Apostle – Community Services Department**
Parks & Recreation Ontario – Board Meeting
February 11 – 12, 2015
Toronto, ON
Estimated total cost to the City - \$ 580.00
Estimated net cost to the City - \$ 0.00
3. **Jason Mihailiuk – Community Services–Community Centres Division**
Arena Innovation 15
April 7 – 9, 2015
Concord, ON
Estimated total cost to the City - \$ 1,067.50
Estimated net cost to the City - \$ 1,067.50
4. **Beth Madonna – Human Resources**
Human Rights & Accommodation Conference
March 30 – April 3, 2014
Toronto, O.
Estimated total cost to the City - \$ 4,303.00
Estimated net cost to the City - \$ 4,303.00

5. **Tyler Bertrand – Engineering & Planning – Building Division**

OAPSO 2015 Annual Training Seminar

May 25 – 29, 2015

Kingston, ON

Estimated total cost to the City - \$ 1,558.84

Estimated net cost to the City - \$ 1,558.84

6. **Jeff Barban – Social Services – Social Housing Division**

Ontario Region HPS Forum

February 24 – 25, 2015

Toronto, ON

Estimated total cost to the City - \$ 774.50

Estimated net cost to the City - \$ 0.00

Yours truly,



Joseph M. Fratesi
Chief Administrative Officer

JMF: bb



COUNCIL REPORT

February 9, 2015

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 Competitions Canadian Junior Curling Championships

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 Leah Hodgson, on behalf of herself and Laura Masters, members of the Northern Ontario Women's Junior Curling Team, who reside in Sault Ste. Marie. The application is for financial assistance to attend the 2015 M & M Meat Shops Canadian Juniors Curling Championships held in Cornerbrook, Newfoundland from January 24 to February 1, 2015 sanctioned by the Canadian Curling Association. The Parks and Recreation Advisory Committee reviewed the application at their February 3, 2015 meeting and found that both meet the eligibility requirements of the Financial Assistance Policy.

The following resolution was passed:

Moved by: D. Greenwood

Seconded by: S. Milne

“Resolved that the Parks and Recreation Advisory Committee endorse the application by Leah Hodgson on behalf of herself and Laura Masters for financial assistance to attend at the 2015 M & M Meat Shops Canadian Juniors Curling Championships in Cornerbrook, Newfoundland, as members of Team Northern Ontario, from January 24 to February 1, 2015 in the amount of \$400 and that a report be sent to City Council for their approval.”

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 Leah Hodgson and Laura Masters be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council approve a \$400 financial assistance grant for their participation at the 2015 M & M Meat Shops Canadian Juniors Curling Championships held in Cornerbrook, Newfoundland, from January 24 to February 1, 2015, be approved.

Respectfully submitted,

Recommended for approval



Joseph J. Cain
Manager Recreation and Culture



Nicholas J. Apostle
Commissioner Community Services

attachment



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

PLEASE PRINT

Name and Address of Applicant:

Correspondence will be directed to this name and address.

Name: Leah Hodgson

Address: Sault Ste Marie, ON Postal Code:

Pho: (H) (W) Fax:

Email:

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

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

Name: Laura Masters and Leah Hodgson

Address: Sault Ste Marie, ON Postal Code:

Name of Team or Club (if applicable): Team Burns

Name of National or International Sporting Competition:

2015 M&M Meat Shops Canadian Juniors

Date(s) of Competition:

January 24, 2015 - Feb 1, 2015

Location of Competition:

Corner Brook, Newfoundland

Name of Sports Governing Body:

Canadian Curling Association

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: \$ 400.00
(See Policy for application limits)

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

Vehicle rental, meal expenses + Northern Ontario
competition tops

Have you previously requested financial assistance from the City?

No _____ Yes ☒ Amount \$ 400.00

If yes, please indicate the year(s):

2014

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

Leah Hodgson

- 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: 2015 01 12
Year Month Day

<u>Leah Hodgson</u> Name (Applicant)	<u> </u> Title (If applicable)	<u>Leah Hodgson</u> Signature	<u> </u> Phone Number
<u>LARRY POULT</u> Name (Club Official)	<u>Sault Ste. Marie Manager</u> Title	<u>[Signature]</u> Signature	<u> </u> Phone Number

- 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.

Hodgson, L.

From: Rodney Guy [REDACTED]
Sent: Tuesday, January 13, 2015 8:26 PM
To: Hodgson, L.
Subject: Junior teams

On Wednesday, January 7, 2015 9:11 AM, Leslie Kerr [REDACTED] > wrote:

Hi Rachel and Danny – our teams were declared yesterday. I'm tracking down pictures. I've copied both coaches so that you have their contact emails.

Both teams are repeat but there is a player change on the Junior Men's team.

Tanner Horgan rink – Idylwylde Golf & Country Club

Tanner Horgan – Skip
Jacob Horgan – Vice
Connor Lawes – Second
Maxime Blais – Lead
Coach – Gerry Horgan

Krysta Burns rink – Idylwylde Golf & Country Club

Krysta Burns – Skip
✱ Leah Hodgson – Vice
Sarah Guy – Second
✱ Laura Masters – Lead
Coach – Rodney Guy

Leslie Kerr

Executive Director
Northern Ontario Curling Association
888-597-8730 Toll Free
807-598-0051 Mobile
888-622-8884 Fax

P.O. Box 940
214 Main St. West, Unit 4
Atikokan, ON P0T 1C0

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Northern Ontario
CURLING ASSOCIATION



www.curlnoca.ca/

NOCA Notes
January 8, 2015

Junior Provincial Champions Declared:

Congratulations to the Krysta Burns rink (Burns, Leah Hodgson, Sara Guy, Laura Masters, Coach Rodney Guy) and the Tanner Horgan rink (Horgan, Jacob Horgan, Connor Lawes, Maxime Blais, Coach Gerry Horgan) for winning the Best Western NOCA Junior Provincials. Both teams hail from the Idylwyld G&CC. The Burns and Horgan rinks will represent Northern Ontario at the M&M Canadian Juniors in Corner Brook, NL, January 24 - February 1, 2015.



Travelers Curling Club Championship:

Curling Clubs must register their intent to have a team (teams) represent their club in the Travelers Curling Club Region playdowns by Friday January 16, 2015. Clubs must register just their intent and pay for the registration online. The teams for the regional playdown must be declared at least a week prior to the region playdown. All region playdowns must be completed by March 8th. The Travelers Curling Club Provincials will take place March 26-28 at Soo Curlers Association.

Information

Bantam Qualifiers:

This weekend will see 7 bantam teams (4 boys teams, 3 girls teams) compete in the Bantam West Qualifier in Atikokan. Up for grabs is 1 spot per gender in the Bantam Provincials. The Horne Granite CC (New Liskeard) will host the Bantam Qualifier East where one spot for the boys and two spots for the girls are on the line. 5 boys teams and 4 girls teams are competing in that event. The winning teams will compete in the Tim Hortons Bantam Boys Provincial in Fort Frances, and the Tim Hortons Bantam Girls Provincial in Thessalon. Both events take place February 5-8, 2015

East Qualifier Results

West Qualifier Results

Travelers Men's Playdowns:

The Espanola Curling Club will host the Travelers East Qualifier this weekend. 6 teams are competing for 3 berths in the Travelers Northern Ontario Men's Provincial to be held at the Kenora Arena February 4-8, 2015. Results

The West Qualifier, which will also see 3 teams advance to the provincials, is scheduled for January 22-25 at the Geraldton Curling Club. The Travelers Men's Provincial will be an 8 team round robin with a semi-final and a final to declare Northern Ontario's team for the Tim Hortons Brier. The Brad Jacobs rink (Soo Curlers Association) and the Al Hackner rink (Fort William CC) have already secured berths in the provincials by having the highest CTRS (Canadian Team Ranking System) points of the men's teams in Northern Ontario.

Northern Ontario Scotties:

January 14-18 will see the inaugural Northern Ontario Scotties hosted at the Fort William Curling Club. 5 women's teams will compete for the opportunity to represent Northern Ontario at the Scotties Tournament of Hearts, February 14-22 in Moosejaw, SK. Results Fort William Curling Club

Amethyst Junior Curling Camp:

Check out the brand new Amethyst website at <http://amethystcurling.com/>

Upcoming Registration Deadlines (all at 12:00 pm (NOON) ET):

- Senior Regions: Friday Jan. 9th
- Men's West Qualifier: Tuesday Jan. 13th
- Travelers Curling Club Regions: Friday Jan. 15th
- Travelers Men's West Qualifier: Jan. 13th
- Club Coach Youth and Club Coach Courses (Atikokan CC): Friday Jan. 19th

Sponsors / Partners

TRAVELERS



Tim Hortons



Budget



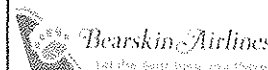
Ontario
Trillium Foundation



Fondation Trillium
de l'Ontario



Goldline





COUNCIL REPORT

February 9, 2015

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 Competitions – Richard MacLennan – Speed Skating

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 Richard MacLennan for a financial assistance grant to attend the International Skating Union's World Cup Championships from February 6 to 8, 2015 in Heerenveen, Netherlands. The Parks and Recreation Advisory Committee reviewed the application from Richard MacLennan at their meeting on February 3, 2015 and found that it meets the criteria of the Financial Assistance Policy. The following resolution was passed:

Moved by: S. Milne

Seconded by: R. Carricato

"Resolved that the Parks and Recreation Advisory Committee endorse the application by Richard MacLennan for financial assistance for participation at the International Skating Union's World Cup Championships to be held from February 6 to 8, 2015 in Heerenveen, Netherlands in 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 Richard MacLennan be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council approve a \$200. financial assistance grant for Mr. MacLennan's participation at the International Skating Union's World Cup Championships to be held from February 6 to 8, 2015 in Heerenveen, Netherlands be approved.

Respectfully submitted,



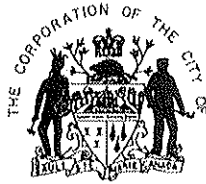
Joseph J. Cain
Manager Recreation and Culture

Recommended for approval,



Nicholas J. Apostle
Commissioner Community Services

attachment



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

PLEASE PRINT

Name and Address of Applicant:

Correspondence will be directed to this name and address.

Name: Richard MacLennan

Address: _____

Sault Ste. Marie, ON Postal Code: _____

Phone: _____ (H) _____ (W) Fax: _____

Email: _____

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

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

Name: _____

Address: _____

_____ Postal Code _____

Name of Team or Club (if applicable):

Name of National or International Sporting Competition:

ISU World Cup

Date(s) of Competition:

February 6 to 8th, 2015

Location of Competition:

Heerenveen, Netherlands

Name of Sports Governing Body:

International Skating Union

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.

Have you previously requested financial assistance from the City?

No _____ Yes ☒ Amount \$ 200.00

If yes, please indicate the year(s):

2014, 2013, 2012, 2011

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

Richard Madennan

- 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: 2015 01 28
Year Month Day

<u>Richard Madennan</u>	<u>Skater</u>	<u>[Signature]</u>	
Name (Applicant)	Title (If applicable)	Signature	Phone Number
<u>Jan Overman</u>	<u>Coach</u>	<u>[Signature]</u>	
Name (Club Official)	Title	Signature	Phone Number

- 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.

Joe Cain

From: BaSchouten
Sent: Tuesday, January 27, 2015 7:40 AM
To: Joe Cain
Cc: dmaclenn
Subject: (no subject)

Dear Mr. Cain,

Please be advised that Richard MacLennan has qualified to attend the upcoming ISU sanctioned World Cup competition in Heerenveen, Netherlands, February 6 - 8, 2015.

Please note that this is not an open competition. Entry is restricted to skaters who have met qualifying standards and are selected by Speed Skating Canada to represent Canada.

Additional information is available on the Speed Skating Canada website, <http://www.speedskating.ca/>

If you have any questions please call me at 403-921-1576, though I am in Norway and the Netherlands for the next 3 weeks and the time difference is 8 hours.

Regards,

Bart Schouten

National Coach, Long Track: Entraîneur national, longue piste
Speed Skating Canada – Patinage de vitesse Canada
850 Industrial Ave Unit 17 F
Ottawa, ON, K1G 4K2
Tel/Tél: +1 403 921 1576
Fax: 613-260-3660
Email/Courriel: bschouten@speedskating.ca

"The Relentless Pursuit of Excellence / À la conquête de l'excellence"



COUNCIL REPORT

February 9, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Madison Zuppa, Environmental Initiatives Coordinator
DEPARTMENT: Engineering and Planning Department
RE: Committee of Council on Graffiti Update

PURPOSE

This report is in response to a resolution carried at the regular Council meeting dated 18 November 2013:

*Whereas graffiti or tagging is a community wide-problem; and
Whereas it will require a community-wide strategy in order to reduce or eliminate this "mischief crime"; and
Whereas the presence of graffiti detracts from the attractiveness of our naturally gifted community; and
Whereas there are examples of effective and creative solutions in other municipalities which engage a number of community organizations,
Therefore Be It Resolved that City Council takes the lead in establishing committee of Council made up of members of Council, appropriate City staff and representation from Police Services, the Downtown Association, the Art Gallery of Algoma and others, to review best practices in other communities; and
Further Be It Resolved that the task force reports back to City Council within six months with preliminary findings regarding a made-in-Sault Ste. Marie approach to reducing this problem activity. Mover: Councillor S. Myers. Second: Councillor S. Butland. Carried.*

BACKGROUND

Nuisance graffiti or "tagging" has been a long standing issue in Sault Ste. Marie. In November 2013, City Councillors Susan Myers and Steve Butland proposed a resolution, and City Council decided it was time to take a different, community-minded, approach to the situation. A Committee of Council was formed, co-chaired by Councillors Myers and Butland. In January 2014, the first meeting was held and members of city staff and representatives from Sault Ste. Marie

Police Services, Downtown Association, Arts Council of Sault Ste. Marie and District, Art Gallery of Algoma, NORDIK Institute, PUC Services Inc., Canada Post, Algoma District School Board, and Huron Superior Catholic District School Board (see Appendix A) met to discuss best practices of other communities and organizations across Ontario, specifically the Waterloo Region Anti-Graffiti Alliance's program (www.wipeoutgraffiti.ca). Although the program itself was seen as a good example on what can be accomplished, it raised larger questions about the definition of graffiti as an art form and perhaps that the Committee needed to evaluate social engagement activities rather than strict enforcement approach to reducing the number of instances throughout the community.

Many communities have also implemented a by-law that requires business owners to remove graffiti from off their premises within a certain timeframe or it will result in additional penalties. Although this can be an effective maintenance tool, it was seen as an additional punishment to local business owners who have already been vandalized. Especially for the business owners who have invested a significant amount of time and money into updating the façade of their buildings. For example, Foch's Cleaners received funding through the Downtown Community Improvement Plan – Façade Improvement Grant to update their business, and have been tagged on a number of occasions. Although the quick removal of graffiti is encouraged to reduce repeat instances, the first step to prevention is education.

ANALYSIS

The formation of the Committee was timely as some of the community partners had graffiti related initiatives already under development. Several additional initiatives were developed as a result of the Committee's direction. Some examples are listed below.

1. Police Services developed an educational brochure to assist the public in reducing mischief crime at their property (See Appendix B).
2. The City's annual 20-Minute Sault Ste. Marie Makeover focused particular attention on the removal of nuisance graffiti during the event, and incorporated a graffiti theme in their promotional materials (Appendix C)
3. Utility Box Wrapping has been completed on 24 of 86 traffic controllers throughout the community. This project is similar to the way in which Canada Post wraps their street letter boxes. In 2015, City staff will extend this program by soliciting local artists to develop designs that can be printed on a heavy vinyl material that will wrap additional high profile traffic controllers across the community.
4. Graffiti Inventory Pilot Project was modeled after the City of Edmonton's efforts to track instances of nuisance graffiti and identify hot spots within the community. In partnership with the Sault Ste. Marie Innovation Centre's Community Geomatics Centre, Engineering has developed a

- pilot project that inventoried a small portion of downtown using an innovative application called “Collector”¹. The App was downloaded onto a City tablet and collected over 420 instances of graffiti cataloguing various details, including size, colour, tagger, and a photo. A “Story Map”², which is an interactive mapping application, was also developed to display the information on the City’s website for the public to explore. The intent is to continue this project during the summer of 2015.
5. Graffiti Forum was held on April 30, 2014, at the Civic Centre. Teachers and students from the Algoma District School Board and Huron Superior Catholic District School Board were invited to learn about graffiti, and were then asked to provide input on projects that might work at the schools that would promote the art form and reduce the vandalism. Youth participation has been identified as a critical element, and the Youth Voice Survey that was completed identified that space for graffiti is considered important. City staff were advised that the participants of the Forum felt it was a valuable experience, and this past summer Parkland School in fact engaged a graffiti artist to paint a number of murals on their school walls.
 6. Graffiti Reframed is “a collaborative project between the Arts Council of Sault Ste. Marie & District and NORDIK Institute. The graffiti project will help educate and engage residents on the potential of graffiti art and provide training for youth who are interested in the creation of public art. Graffiti Reframed engages the community in the creation of three large-scale graffiti art projects in the downtown core of Sault Ste. Marie”³.
 7. The Black Book Project is being led by Cameron Dutchak of CTD Designs. The project has received \$7,500 in funding through the Michaëlle Jean Foundation to redefine the way graffiti is viewed in the community, provide workshops on street art, and complete a mural in the downtown core.

Members agreed that the formation of the Committee has been valuable and meetings should continue to be held in an effort to maintain communication between relevant community groups, share resources, and support each other’s events and programs. Even though member organizations have achieved success in implementing programs and projects in 2014, formalizing graffiti management through a public art policy may prove to be beneficial in keeping the momentum going.

IMPACT

¹ ESRI. Collector for ArcGIS. [Online]. Date Accessed: 30 December 2014. Available at: <http://www.esri.com/software/arcgis/collector-for-arcgis>.

² ERSI. What is a Story Map? [Online]. Date Accessed: 30 December 2014. Available at: <http://storymaps.arcgis.com/en/articles/what-is-a-story-map/>.

³ Arts Council of Sault Ste. Marie and District. Services: Overview. [Online]. Date Accessed: 30 December 2014. Available at: <http://www.ssmarts.org/services/>

Continuing the Committee of Council on Graffiti will not require financial resources outside of staff time; however, the development of a public art policy may require the allocation of additional resources. Any financial recommendations or policy changes will be brought back to Council for their consideration, and only after careful consideration of public art and graffiti management best practices of other municipalities.

STRATEGIC PLAN

A Public Art Policy, containing graffiti management, was not an activity included in the 2011-2014 Corporate Strategic Plan; however, it may be considered during the 2015-2018 strategic planning process.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Environmental Initiatives Coordinator dated 2015 02 09 concerning the Committee of Council on Graffiti Update be received and the following recommendations be approved:

- That the Committee of Council on Graffiti remain in place and continue to meet throughout the year to ensure community engagement and coordination of projects; and
- That City staff explore the feasibility of developing a Public Art Policy, including graffiti management, which will be brought back to Council for review and approval.

Respectfully submitted,



Madison Zuppa, MES
Environmental Initiatives Coordinator

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

Councillors:

Co-Chair Councillor Steve Butland

Co-Chair Councillor Susan Myers

Staff Lead:

Madison Zuppa - Environmental Initiatives Coordinator, Engineering & Planning

Legal:

Nuala Kenny - Solicitor, Legal Dept.

Melanie Borowicz-Sibenik - Assistant City Solicitor, Legal Dept.

City Staff:

Nick Apostle - Commissioner, Community Services Dept.

Jerry Dolcetti - Commissioner, Engineering and Planning

Mike Nadeau - Social Services, DSSAB

Susan Hamilton Beach - Deputy Commissioner, Public Works & Transportation

Freddie Pozzebon - Chief Building Official, Building Division

Community Members:

1. Lucia Reece - Director, Algoma District School Board (*alternate - Joe Santa Maria*)

2. Jack Stadnyk - Director, Huron Superior Catholic District School Board

3. Jasmina Jovanovich - Director, Art Gallery of Algoma

4. Duane Moleni - Executive Director, Arts Council of Sault Ste. Marie and District

5. Staff Sergeant Jane Martynuck – Sault Ste. Marie Police Services

6. Pino Caputo - District Manager, Canada Post

7. Tasha Varpio - Manager, Downtown Association

8. Randy Johnson - Manager of Marketing and Customer Communications, PUC Services Inc.
(*alternate - Giordan Zin, PUC Communications Supervisor*)

9. Elizabeth Cooke - Graffiti Reframed Action Researcher, NORDIK Institute

10. Jason Lloyd - Co-Founder, 360 Sault Media Arts Collective

12. Jude Ortiz - Research Coordinator, NORDIK Institute

13. Corina Artuso - Youth Engagement Coordinator, Algoma Public Health

*11. Cameron Dutchak - CTD Designs

**no longer able to attend but remaining on e-mail communication for agenda and meeting notes*

GRAFFITI Removal & Prevention

Highlights

- Surface types
- Stickers
- Tools
- Prevention



It is a good idea to check with your local paint store prior to using products and don't forget manufacturers directions.

A Guide to Removal

Non-Sensitive Surfaces

- * Paint over the graffiti with primer first
- * Paint the surface with an appropriate colour
- * Let the paint dry before attempting a second coat.

Brick and Cement

- * Consider contacting a contractor who can soda blast the surface.
- * Be aware that soda blasting may leave a shadow.

Stucco

- * Paint over stucco using an appropriate colour.
- * If you do not want to paint, pressure washing and soda blasting may be used.
- * Pressure washing may chip the stucco or leave a shadow.

Metal, Aluminum Siding, and Fiberglass

- * Use graffiti wipes or spray.

- * These chemicals can be purchased at most paint stores.
- * Follow manufacturer's instructions.
- * Make sure to test a small area first.

Glass and Plexiglass

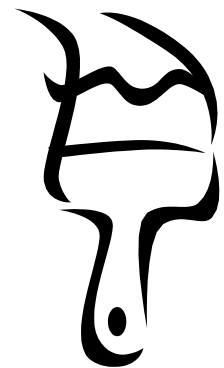
- * Do not use solvents such as acetone, silicone spray, or laquer thinner because they attack the surface.
- * Use graffiti wipes or spray.
- * Make sure to pre-test the surface on a hidden area.

Stickers

- * A growing trend in graffiti is the use of stickers, such as "Hello My Name Is" stickers.
- * Remove as much of the sticker as possible.
- * Nail polish remover, lighter fluid, or wipes can be used to remove residue.



REMINDER: When painting, *do not just cover the tag*. Small patches look bad and invite taggers back. Choose a top line and cover the wall down to the ground. You do not necessarily have to paint the entire wall, but make sure that it looks professional



Required Tools

- Aerosol solvent
- Clean cotton painters rags
- Garbage bags
- Inexpensive paint brushes, rollers & containers
- Paint scraper
- Dust mask
- Safety glasses
- Kitchen cleaner and water in spray bottle

Sault Ste. Marie Police Services

580 Second Line East
Sault Ste. Marie, ON
P6B 4K1
705-949-6300

Working together to reduce crime.

The Sault Ste. Marie Police Service is committed to working together with our community partners to make our City a better place to live. We will continue to focus on strengthening our relationships with community stakeholders and our youth while utilizing our resources to provide strong investigative, enforcement and crime prevention programs.

A Guide to Removal cont.

Safety Glasses

Safety glasses keep paints, solvents, and dust from entering the eyes. Never compromise eye safety.

Cleaning Smooth Surfaces

Test an inconspicuous area of the surface with your cleaning material. Most modern signs clean quickly. Start by cleaning with soap and water first then proceed to solvents.

Cleaning Rough Surfaces

Many times paint on a rough surface causes permanent damage. It is virtually impossible to remove all of the paint

from a porous surface. A perfect example is a cinder block wall. You may be forced to paint the wall---the entire wall. Simply framing the damaged area leaves you (and the vandal) with an ugly blotch. Our city, instead, uses a power washer with a biodegradable emulsifier approved by our sewer department. In most cases, we have been able to completely remove the vandalism. However in some cases, because of the porous surfaces involved, a slight hazy remnant of the

graffiti still remains.

Elbow Grease and the Wire Brush

An inexpensive wire brush is excellent for removing paint from many surfaces. The surface will look like someone has wire brushed it but the vandal's message will be history.

Use the wire brush on:

- Telephone poles
- Street curbs
- Some rough metals
- Smooth stone surfaces
- Decorative rocks
- Wood fences

Prevention

- * Minimizing graffiti on your property begins with keeping the property clean and well maintained.
- * Fencing, increased lighting, and motion sensor lighting contribute to reducing crime.
- * For vulnerable walls, use clinging vegetation, like ivy, to eliminate large writing surfaces.
- * Consider vegetation that has thorns as they will also act as a deterrent.
- * If your property has been tagged, rapid removal reduces the chance of being tagged again.
- * If your building has a sensitive surface, such as brick or stucco, consider applying a protective anti-graffiti coating.
- * Have a neighbourhood meeting to discuss solutions.
- * Form a neighborhood graffiti removal crew.
- * Adopt a street, park, school, church, or business that is a target for graffiti.
- * Involve young people in the cleanup.

20^{MIN} SSM MAKEOVER

Earth Day, April 22
@ 11 a.m.

Visit www.cityssm.on.ca - City Bulletins
or call 705-541-7175 for details.



Thank you to our media sponsors:





COUNCIL REPORT

February 9, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Carl Rumiel, P. Eng., Design and Construction Engineer
DEPARTMENT: Engineering and Planning Department
RE: Essar Centre Queen Street Drop Off and Pick-up Area

PURPOSE

The purpose of this report is to address the following resolution passed at the 2014 09 29 meeting:

Whereas the emerald ash trees have been removed from Queen Street in front of the Essar Centre; and Whereas there is traffic congestion both by the Queen Street entrance and the west-side handicapped entrance to the Essar Centre after an event;

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

BACKGROUND

Since the building has been in operation, the drop off / pick-up area on the south side of Queen Street has been used for vehicles to pull up to the building and let off or pick up passengers during events. This becomes very congested at times causing vehicles to queue along the curb lane on the south side of Queen Street from the current drop off location back to Bruce Street.

Community Services Department staff has indicated that they have received numerous complaints over the years regarding how small this area is. Expanding the drop-off and pick-up area on Queen Street would greatly assist traffic flow during major events.

ANALYSIS

The Engineering Department has done a preliminary design to expand the drop off / pick-up area as seen in the attached drawing. By extending the drop off area approximately 17m to the east and 26m to the west, the number of cars that can pull in to area will be increased by approximately 8 vehicles.

This work could be completed in 2015 under our Miscellaneous Construction program.

IMPACT

The cost of expanding the current drop off / pick-up area on the south side of Queen Street East as per the attached drawing would be approximately \$40,000. Funding for this can be covered within the 2015 Miscellaneous Construction Allowance.

STRATEGIC PLAN

This is linked to the Strategic Plan through Objective 1B – Transportation Network Improvements under the Developing Solid Infrastructure strategic direction.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Design and Construction Engineer dated 2015 02 09 be received and the recommendation that Council approve including the expansion of the drop off and pick-up area at the Essar Centre in the 2015 Miscellaneous Construction Program.

Respectfully submitted,



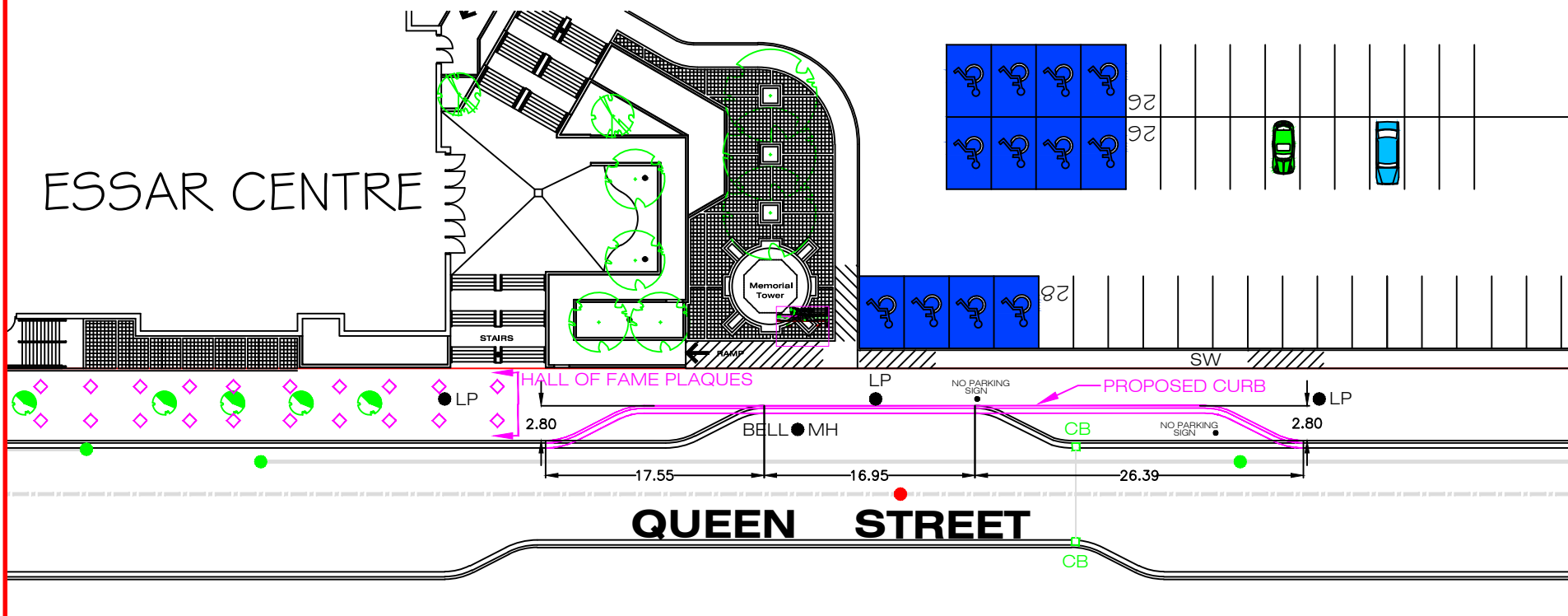
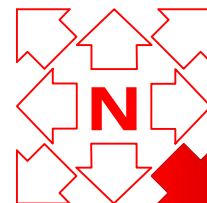
Carl Rumiel, P.Eng.
Design & Construction Engineer

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

Attach.



THE CORPORATION OF THE CITY
OF SAULT STE. MARIE, ONTARIO

ENGINEERING DEPARTMENT



RATIO	HORIZONTAL 1:500
DATE	OCTOBER 2014
DWN. BY	
GEO. BY	

Page 136 of 299

**ESSAR CENTER DROP OFF ZONE
EXPANSION
AT QUEEN STREET ENTRANCE**



COUNCIL REPORT

February 9, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jerry Dolcetti, RPP – Commissioner

DEPARTMENT: Engineering and Planning Department

RE: Port of Algoma Offices in Civic Centre – Lease Agreement

PURPOSE

The purpose of this report is to obtain Council's approval to enter into a lease agreement with Port of Algoma, providing approximately 1306 sq. ft. for use by the Port of Algoma Project Management Team (PMT).

BACKGROUND

On February 6, 2012, Council supported (through resolution), the harbour expansion project for developing a nationally significant seaway port for use by various industrial and commercial uses, as the City's first economic development priority.

In September 2014, as part of Essar Steel Algoma Inc.'s (ESAI) refinancing efforts, Essar Global Fund Limited made a strategic decision to establish ESAI's port facilities as a distinct and separate entity, to be called the "Port of Algoma". This created a unique and progressive opportunity to develop a new, globally competitive, state-of-the-art, multi-modal marine transportation facility to serve the Great Lakes Basin and beyond.

The existing port complex is primarily used for ESAI's own manufacturing requirements. ESAI's existing marine docking capacity issues are at a critical stage with aging infrastructure and negligible access to other users. It has been decided that the existing infrastructure be upgraded to not only allow ESAI to meet its requirement, but also provide adequate port capacity for handling cargo of other users. This has the potential to increase the regions competitiveness, growth and economy.

The port capital investment for improving the existing ESAI dock and the 440 acres of back up area (ultimately to be enhanced to approximately 1,000 acres) plus surrounding industrial land, is estimated to be in the range of \$120M to

\$150M. The provincial and federal governments, along with the City of Sault Ste. Marie and ESAI have made a strategic decision to work together and invest an initial amount of \$5.3M to support necessary planning, design, engineering, First Nation consultation, environmental assessment work and related activities to have a “shovel ready” project as soon as possible.

ANALYSIS

The Port of Algoma PMT Office is located on Level 3 of the Civic Centre and is a space of approximately 1306 sq. ft. (see attached drawing). It will accommodate the Port of Algoma staff, the Project Coordinator, (hired through the City), the Master Consultant Team, and the PMT Committee to facilitate meetings, etc.

IMPACT

The lease agreement, attached to Bylaw 2015-34, is for a period of 2 years with the option to extend as necessary. The rent is being charged at a rate of \$18/sq. ft +/- similar to other tenants in the building.

STRATEGIC PLAN

Harbour expansion is identified in Objective 1B – Transportation Network Improvements and is the City’s #1 priority.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Commissioner of Engineering & Planning Department dated 2015 02 09 be received and the recommendation that the City enter into a lease agreement with the Port of Algoma be approved. Bylaw 2015-34 can be found elsewhere on this evening’s agenda.

Respectfully submitted,

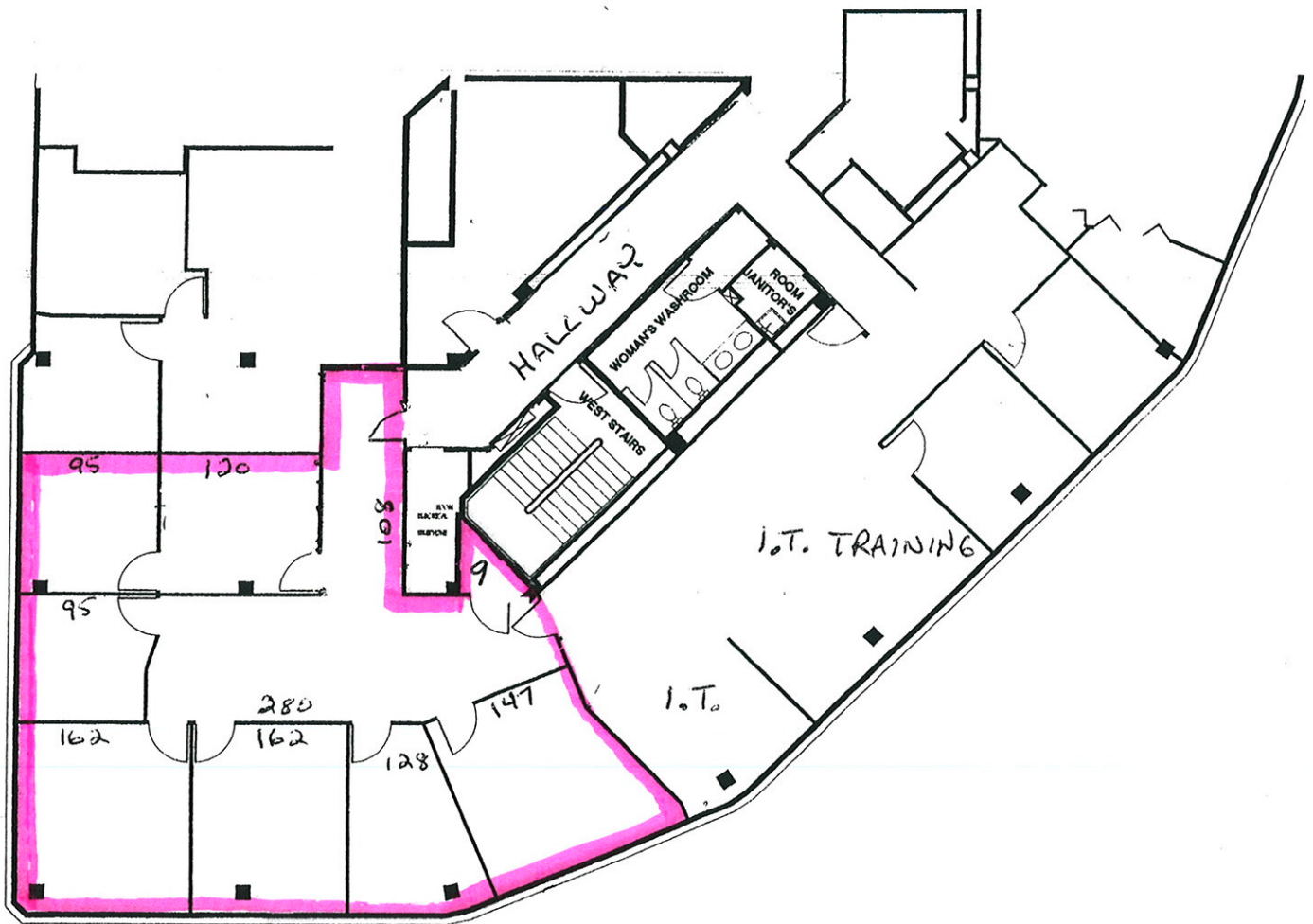


Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

Attach.

LEVEL 3



1306 sq./ft.
TOTAL

NTS



CIVIC CENTRE
LEVEL 3



COUNCIL REPORT

February 9, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Carl Rumiel, P. Eng., Design & Construction Engineer
DEPARTMENT: Engineering and Planning Department
RE: Revised Upton Road Design

PURPOSE

The purpose of this report is to update Council on the change in design to accommodate two sidewalks within the existing road width that currently exists on Upton Road from Queen Street East to Wellington Street East.

BACKGROUND

At the 2015 01 26 Council meeting, Council voted against the recommendation by staff that the sidewalk be replaced on the west side of Upton Road only, as per the current design practice by the City when reconstructing residential roads.

Council directed staff to report back with a street cross section that would fit two 1.5m curb-faced sidewalks on both sides of the street within the existing road width.

ANALYSIS

In order to best fit the new road into the existing width we propose two 1.5m sidewalks, 0.6m curb and gutter on both sides and 7.5m of pavement width as per the attached drawing. This geometry has been reviewed by the residents and they are in agreement.

Currently the traffic by-law allows parking on both sides of Upton Road. With the narrowed pavement width it may be necessary to impose no parking on one side of the street. Prior to the completion of the project, the Engineering Department will review this with Public Works and Transportation and determine if an amendment to prohibit parking on one side of the street is necessary.

IMPACT

The cost of constructing a sidewalk on both sides of Upton Road between Queen Street East and Wellington Street East is estimated to be an additional \$80,000. At this time this will still fit within the overall allowance of \$2.216M.

STRATEGIC PLAN

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Design and Construction Engineer dated 2015 02 09 be received and a road cross section with two 1.5m sidewalks, 0.6m curb and gutter on both sides and 7.5m of pavement width be adopted as the design standard for Upton Road as per the attached drawing.

Respectfully submitted,



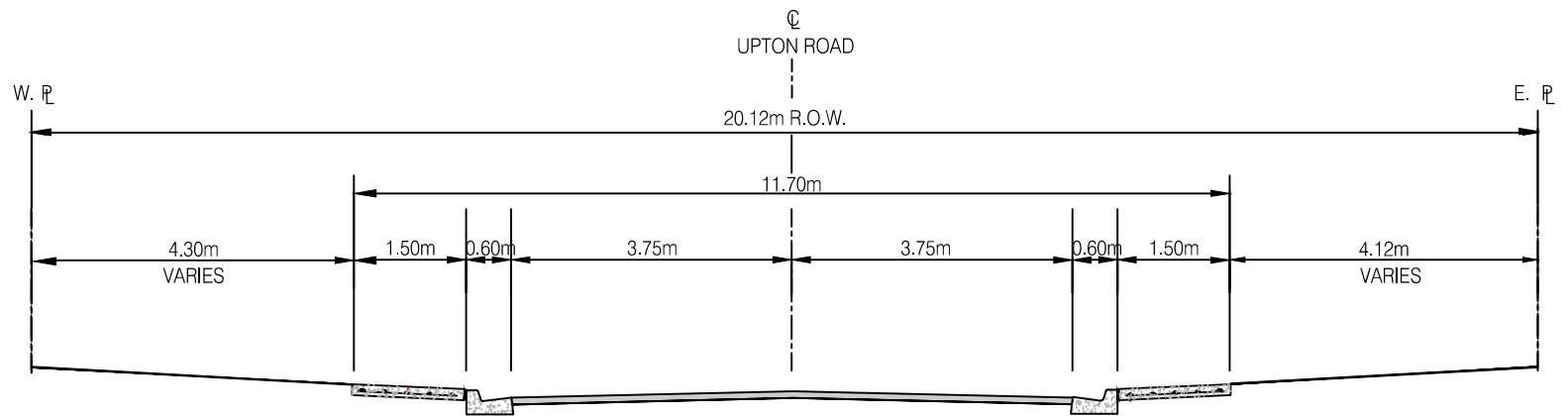
Carl Rumiel, P. Eng.
Design & Construction Engineer

Recommended for approval



Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

Attach.



PROPOSED UPTON ROAD CROSS-SECTION
QUEEN ST. TO WELLINGTON STREET E.

SCALE 1:100



COUNCIL REPORT

February 9, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Robert Rushworth, Emergency Medical Services

DEPARTMENT: Fire Services

RE: Paramedic Student Preceptorship Placement Agreement

PURPOSE

The purpose of this report is to gain Council's approval to continue a preceptor partnership with Cambrian College where they place students with City paramedics to complete their program requirements.

BACKGROUND

Cambrian College has requested placement of students within our service with experienced paramedics since the Paramedic program began (1980's). These may be local students of ones interested in northern communities. This practical experience is about 450 hours long and is the final semester of the 2 year program. During this placement the students put knowledge and practical experience together prior to graduation and challenging the provincial examinations. The formal agreement is new and clarifies each party's roles in the process of the placement. There is no cost to accepting students.

ANALYSIS

Future paramedics are required by whatever college program they are in to complete a practical placement, it is under an experienced paramedic's guidance that they learn to put knowledge into hands-on skills. The program is a benefit to our service as observer paramedics sharpen their skills in order to answer the questions the students bring to the field. For the management team this is also an opportunity to observe the students as potential future hires. The Cambrian College Preceptorship Placement agreement for Primary Care Paramedic students is recommended for your approval.

IMPACT

Without this agreement we will not be able to accommodate Cambrian college students, local or otherwise to fulfil their educational requirements. This will also mean the loss of access future paramedics that we can observe for potential hire.

STRATEGIC PLAN

The agreement is consistent with the City's commitment to providing the fiscal responsibility as there is no cost to this process. It also ties into a future succession planning as students placed within our service are observed for potential as future employees.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2015-27 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

February 9, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Robert Rushworth, Emergency Medical Services

DEPARTMENT: Fire Services

RE: Northern College Paramedic Student Agreement

PURPOSE

The purpose of this report is to gain Council's approval to continue a preceptor partnership with Northern College where they place students with City paramedics to complete their program requirements.

BACKGROUND

Northern College has requested placement of students within our service with experienced paramedics since their Paramedic program began. These may be local students or ones interested in northern communities. This practical experience is about 450 hours long and is the final semester of the 2 year program. During this placement the students put knowledge and practical experience together prior to graduation and challenging the provincial examinations. The formal agreement is new and clarifies each party's roles in the process of the placement. There is no cost to accepting students.

ANALYSIS (if applicable)

Future paramedics are required by whatever college program they are in to complete a practical placement, it is under an experienced paramedic's guidance that they learn to put knowledge into hands-on skills. The program is a benefit to our service as observer paramedics sharpen their skills in order to answer the questions the students bring to the field. For the management team this is also an opportunity to observe the students as potential future hires. The Northern College Clinical Placement agreement for Primary Care Paramedic students is recommended for your approval.

IMPACT

Without this agreement we will not be able to accommodate Northern College students, local or otherwise to fulfill their educational requirements. This will also mean the loss of access future paramedics that we can observe for potential hire.

STRATEGIC PLAN

The agreement is consistent with the City's commitment to providing the fiscal responsibility as there is no cost to this process. It also ties into a future succession planning as students placed within our service are observed for potential as future employees.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2015-28 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Robert Rushworth
Manager, EMS

Recommended for approval



Marcel Provenzano
Fire Chief



COUNCIL REPORT

February 9, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Easement Required 59 Creery Avenue

PURPOSE

The purpose of this report is to seek Council's approval of an easement between the City and Robert Gordon McCoull and Crystal McCoull over a portion of their property at 59 Creery Avenue, Sault Ste. Marie.

BACKGROUND

The City installed the sanitary sewer south of Creery Avenue, over the frontage of Lots 1, 2, 3, 4, 5, 6, 7, and 8, Plan M-381 in 1988. In November of 2011, the Engineering Department identified that an easement over a portion of the property located at 59 Creery Avenue, being Lot 2 on Plan M-381, had not been obtained. The City should have an easement over the frontage of 59 Creery Avenue due to the existing sanitary sewer. The legal description of 59 Creery Avenue is PCL 9154 SEC AWS; LT 2 PL M381 ST. MARY'S; SAULT STE. MARIE (PIN 31523-0123 LT).

ATTACHMENT

Attached to this report is a drawing which identifies the portion of 59 Creery Avenue required for the easement as "Subject Property".

ANALYSIS

Not applicable.

IMPACT

As a condition of obtaining the easement, the City agrees to pay all costs associated with the easement along with the sum of Two Thousand (\$2,000.00) Dollars to Robert Gordon McCoull and Crystal McCoull.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That City Council authorize the easement with Robert Gordon McCoull and Crystal McCoull and that the Mayor and the Clerk be authorized to sign whatever documents are necessary to give effect to the said easement.

By-law 2015-8 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Nuala Kenny
City Solicitor

NK/da
enclosure

DATE: JUNE 29, 1988
 DEPUTY LAND REGISTRAR FOR THE
 LAND TITLES DIVISION OF ALGOMA (NO. 1)

DATE: JUNE 29, 1988
 F.E. WALL
 F.E. WALL

Part
 127181

PART	LOT	PARCEL
1	1	PART OF PARCEL 953 A.W.S.
2	2	PART OF PARCEL 953 A.W.S.
3	3	PART OF PARCEL 953 A.W.S.
4	4	PART OF PARCEL 953 A.W.S.
5	5	PART OF PARCEL 953 A.W.S.
6	6	PART OF PARCEL 953 A.W.S.
7	7	PART OF PARCEL 953 A.W.S.
8	8	PART OF PARCEL 953 A.W.S.
9	9	PART OF PARCEL 953 A.W.S.

PLAN OF SURVEY OF

PART OF LOT 1

AND

PARTS OF LOTS 3 TO 8

(BOTH INCLUSIVE)

PLAN M-381

IN THE CITY OF

SAULT STE. MARIE

DISTRICT OF ALGOMA

SCALE - 1: 500

F.E. WALL O.L.S.

1988

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:
 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT AND THE REGULATIONS MADE THEREUNDER
 2. THE SURVEY WAS COMPLETED ON THE 21 DAY OF JUNE 1988

June 29, 1988
 F.E. WALL
 Land Surveyor
 Sault Ste. Marie, Ontario
 Chambers and Miller Limited

CAUTION

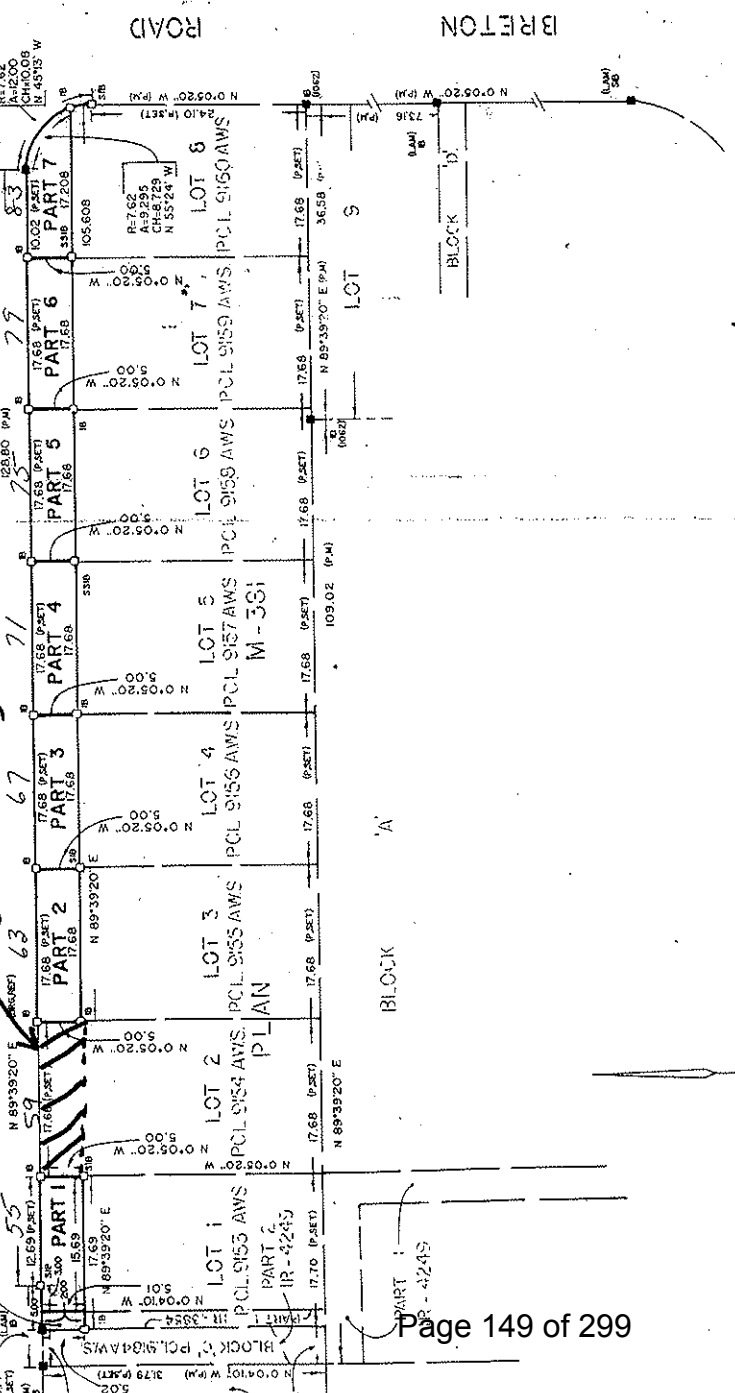
THIS PLAN IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF THE PLANNING ACT.

BEARING NOTE

BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE COASTAL MOUNTAIN OBSERVATORY. THE BEARING OF LOT 1 IN PLAN M-381 HAVING A BEARING OF N 89°39'20" E

CREERY AVENUE

Subject Property



LEGEND

- FOUND MONUMENT
- DENOTES IRON BAR
- DENOTES STANDARD IRON BAR
- △ DENOTES MEASURED
- ▽ DENOTES PLAIN IRON
- ◇ DENOTES L. MILLER O.L.S.
- ◇ DENOTES S.L. MacDUGALL O.L.S.

METRIC:

DISTANCES SHOWN ON THIS PLAN ARE IN METERS AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048



COUNCIL REPORT

February 9, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Acquisition of Property – Base Line

PURPOSE

The purpose of this report is to request Council's authorization to purchase a portion of 1915 Base Line in order to make improvements to Base Line. The property is owned by John Caron and Deborah Caron.

BACKGROUND

In February of 2013, the Engineering Department identified the need to acquire a portion of property located at 1915 Base Line. This would allow the City to make alignment improvements to Base Line.

ATTACHMENT

Attached to this report is a drawing which identifies the portion of 1915 Base Line to be acquired as the "Subject Property".

ANALYSIS

After years of negotiations and discussions with regards to this matter, and determining whether the City should proceed by way of an easement or the acquisition of the sliver of property, the Caron's have agreed to sell the Subject Property to the City. Both parties have agreed that the City's offer to purchase the Subject Property will be Two Thousand, Five Hundred (\$2,500.00) Dollars.

The improvements to Base Line are scheduled to commence in the spring of 2015.

IMPACT

The City will be responsible for the costs associated with the acquisition of the Subject Property.

STRATEGIC PLAN

Not applicable.

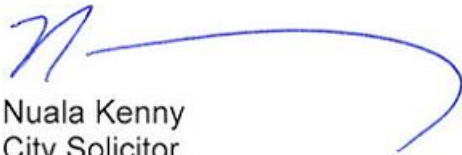
RECOMMENDATION

It is therefore recommended that Council take the following action:

That City Council authorize the acquisition of property from John Caron and Deborah Caron and all costs related thereto for the improvements needed to Base Line.

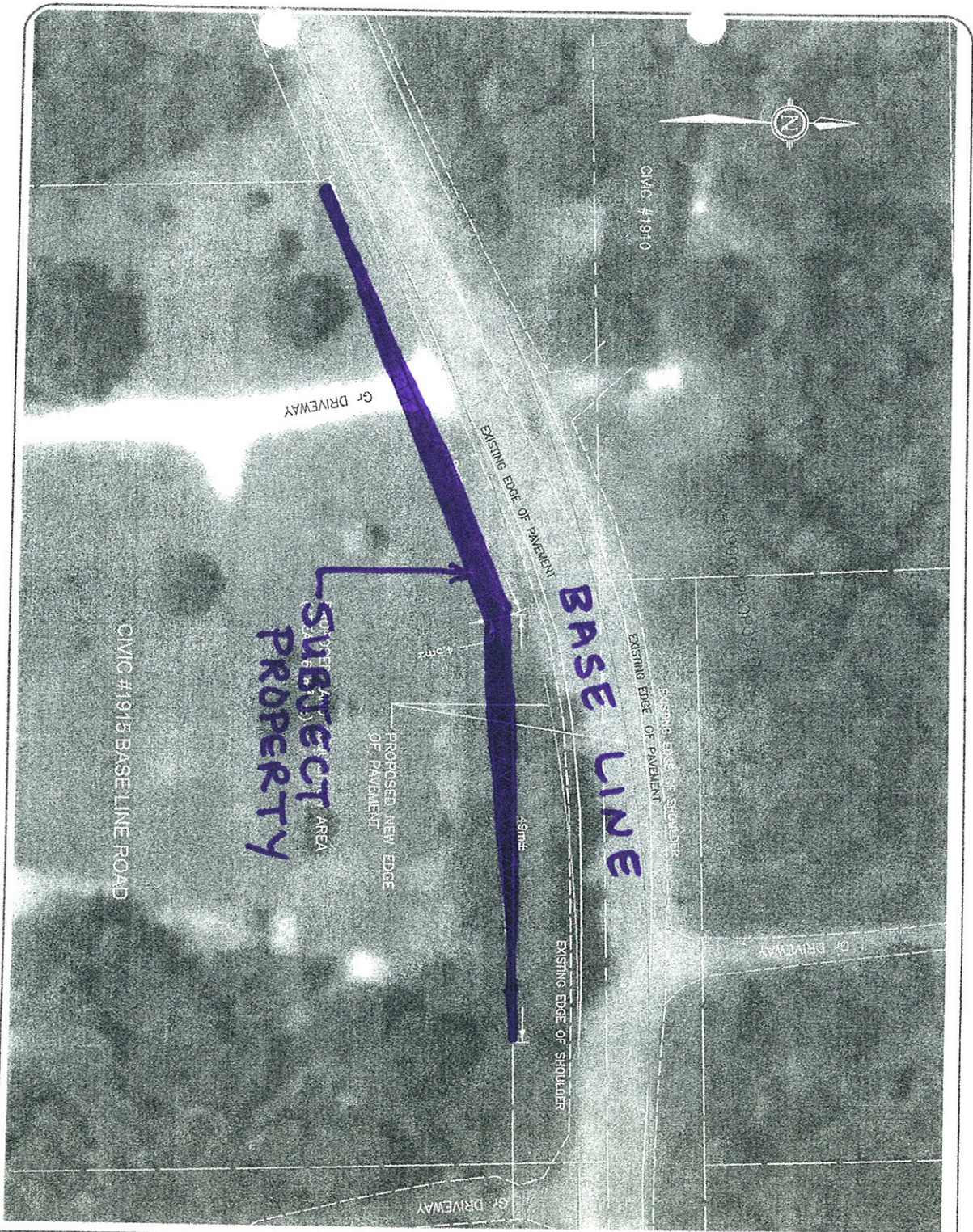
By-law 2015-35 authorizing same appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Nuala Kenny
City Solicitor
NK/cf

staff/Council reports/2015/Acquisition of property Base line feb9.15



TULLOCH
ENGINEERING

PROJECT TITLE
PERIMETER BRIDGE
STUDIES

DRAWING TITLE
SKETCH FOR
PROPERTY
ACQUISITION

LOCATION
1915 BASE LINE ROAD
SAULT STE. MARIE,
ONTARIO

DATE
FEBRUARY 2013

DRAWN
WSM

CHECKED
JMM

SCALE
1:500 HOR.

ISSUED FOR
TENDER

ISSUED FOR
CONSTRUCTION

DWG. No.	PROJECT No.	REV. No.
S1	12-1035	0



COUNCIL REPORT

February 9, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor

DEPARTMENT: Legal Department

RE: Licence to Occupy City Property Agreement between the City and Algoma Common Elements Condominium Corporation No. 21

PURPOSE

The purpose of this report is to request Council's approval of a Licence to Occupy City Property Agreement (the "Agreement") between the City and Algoma Common Elements Condominium Corporation No. 21 (the "Condominium") to permit the Condominium to utilize a portion of City lands located at the intersection of Fourth Line West and Crimson Ridge Drive to create an entranceway to Crimson Ridge Drive. The entranceway consists of a boulevard, building and entrance sign (the "Condominium Entrance").

BACKGROUND

The City is the registered owner of the lands comprising Fourth Line West, a portion of which abuts Crimson Ridge Drive. The Condominium built the Condominium Entrance in accordance with the "as built drawings" attached as Schedule "A" to this Report. A portion of the Condominium Entrance is located on City property, specifically that portion built on the area marked and identified as "Easement – to be acquired from City" on Schedule "A" (the "Licenced Area"). The Condominium has therefore requested permission to utilize the Licenced Area for the Condominium Entrance.

The Condominium's request was circulated to relevant City Departments and the Sault Ste. Marie Region Conservation Authority ("SSMRCA"). No concerns were raised with respect to this request. The SSMRCA responded that the Condominium required a permit for the Condominium Entrance.

ATTACHMENT

Attached to this Report is a copy of the "as built drawings" for the Condominium Entrance.

ANALYSIS

The Agreement grants the Condominium the right to occupy the Licenced Area for the Condominium Entrance for a term of five (5) years, commencing February 1, 2015 and ending on January 31, 2020, thereafter automatically renewing on a yearly basis on the same terms and conditions at both parties' consent.

The Agreement confirms that the Condominium may only use the Licenced Area for the Condominium Entrance in accordance with Schedule "A", and for no other purpose. The Agreement further confirms that the Condominium has full responsibility to obtain at its own expense any approvals and/or permits, including the permit required by the SSMRCA. The Agreement contains indemnification clauses such that the Condominium shall be responsible for any costs, expenses and liabilities that result from the Condominium Entrance.

The Agreement further requires the Condominium to maintain insurance in an amount not less than Two Million (\$2,000,000.00) Dollars and name the City as an "Additional Insured" to same. The Agreement contains a provision that permits the City and/or emergency personnel to remove any portion or the entirety of the Condominium Entrance if the City and or emergency personnel deem it necessary to access any portion of the Licenced Area. Finally, at the conclusion of the Term or Renewal Term, the Condominium must restore the Licenced Area to the condition that existed prior to its use of same.

IMPACT

There is no significant financial impact associated with this matter.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

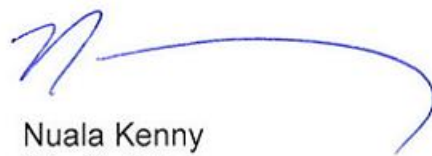
By-law 2015-36 which authorizes the execution of the Licence to Occupy City Property Agreement between the City and Algoma Common Elements Condominium Corporation No. 21 appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



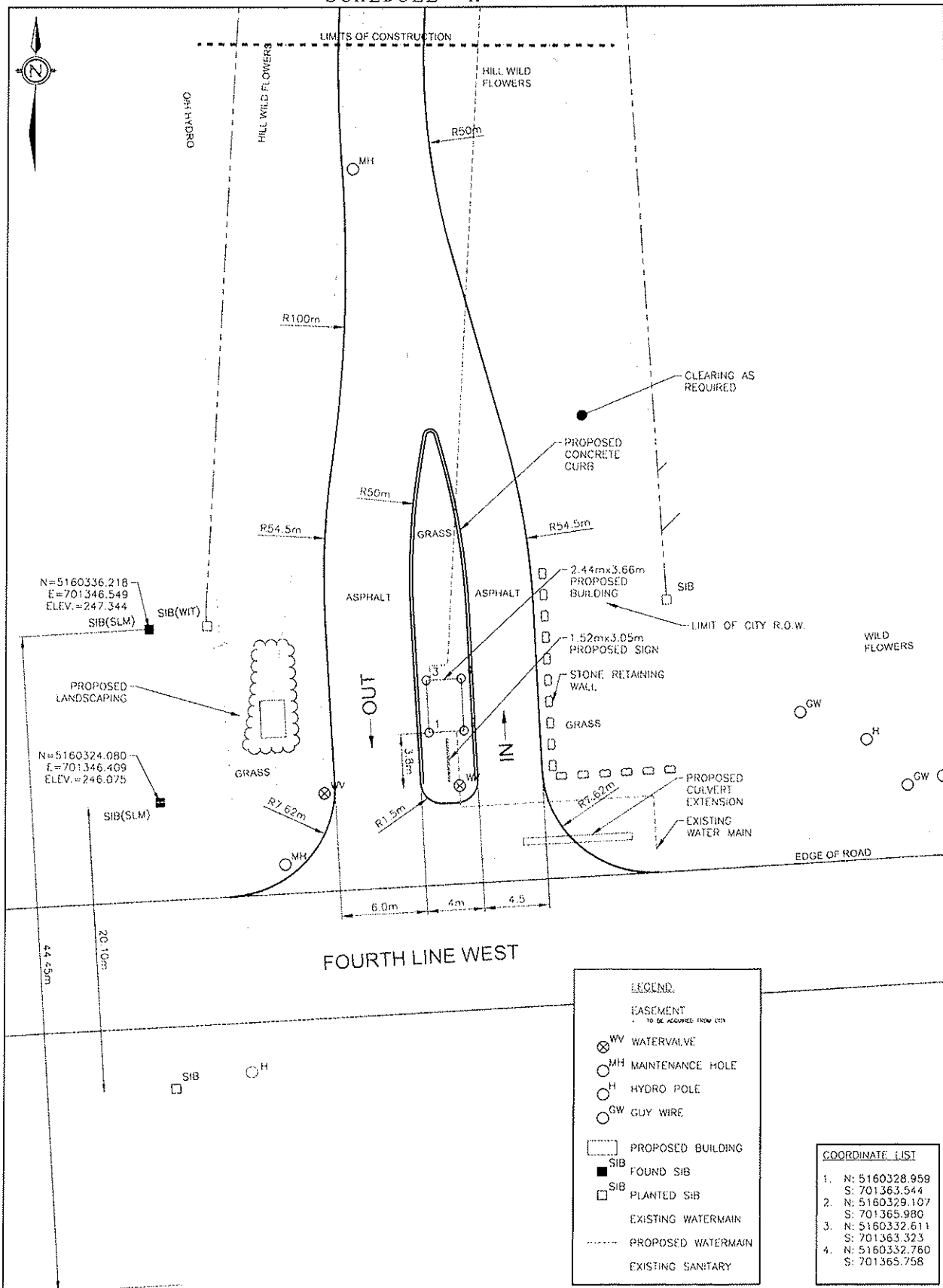
Melanie Borowicz-Sibenik
Assistant City Solicitor
MBS/cf

Recommended for approval,



Nuala Kenny
City Solicitor

SCHEDULE "A"



PROJECT		3 Jan 26/10		LJ		LABEL CITY ROW LIMIT	
CRIMSON RIDGE GOLF COURSE		2 Aug 06/14		LJ		WIDEN WEST EXIT TO 6m	
		1 July 22/14		LJ		GENERAL REVISIONS	
		REV		DATE		BY	
						ISSUES : REVISIONS	
		DRAWN BY		CHECKED BY		PROJECT No	
		MN		LJ		12-1569	
		DESIGNED BY		APPROVED BY		DRAWING No	
						REVISION No.	
		SCALE		DATE			
		1:250		NOV. 29, 2013			

TULLOCH
ENGINEERING

DRAWING

ENTRANCE MODIFICATIONS

ENGINEER'S SEAL

SK1 3



COUNCIL REPORT

February 9, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor

DEPARTMENT: Legal Department

RE: Renewal of Lease – Pro Shop Lease – John Rhodes Community Centre

PURPOSE

The purpose of this report is to request Council's approval of a Lease Agreement between the City and 882206 Ontario Ltd. (the "Company"), which formalizes the Company's desire to exercise its second of three renewal options to renew the original Lease Agreement entered into by the parties on February 7, 2005 for the Pro Shop at the John Rhodes Community Centre.

BACKGROUND

On March 6, 2000, Council passed By-law 2000-53 which authorized a Lease Agreement between the City and the Company for the Pro Shop, for a term of five (5) years commencing on March 1, 2000 and expiring on February 28, 2005. On February 7, 2005 Council passed By-law 2005-16. This by-law authorized a new Lease Agreement between the City and the Company for the Pro Shop for a term of five (5) years, commencing on March 1, 2005 and expiring on February 28, 2010, with the option of three further renewal terms of five (5) years each.

The Company exercised its first of three renewal options which was formalized by way of a Lease Agreement authorized by By-law 2010-47, passed by Council on February 22, 2010. This Agreement incorrectly noted that the Company was exercising its second of three renewal options when in fact the Company was exercising its first of three renewal options. The Company is now exercising its second of three renewal options of the Lease Agreement made February 7, 2005.

ANALYSIS

Staff from the Community Services Department with the assistance of the Legal Department has been in negotiations with the Company and are recommending a renewal of the Lease Agreement for another five (5) years. In this Agreement, the annual base rent has been increased by two (2%) percent. The annual base

rent in the February 22, 2010 Lease Agreement was Five Thousand, Six Hundred, Sixty-Six (\$5,666.57) Dollars and Fifty-Seven Cents. This Agreement sets the annual base rent as Five Thousand, Seven Hundred Seventy-Nine (\$5,779.90) Dollars and Ninety Cents per year. The monthly common rate costs are also increased from \$50.00 to \$51.00. This Agreement further deletes any references to "Percentage Rent" as previously provided, given that the Company does not achieve a sales level that triggers the "Percentage Rent" clauses. The balance of the terms and conditions remain the same.

IMPACT

The City will receive a two (2%) percent increase in annual base rent. Furthermore, there is a slight increase in the common costs payable to the City (from \$50.00 per month to \$51.00 per month).

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

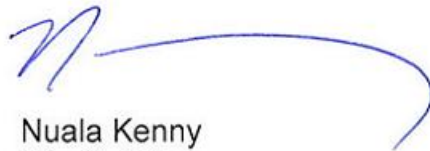
By-law 2015-37 which authorizes the execution of a Lease Agreement between the City and 882206 Ontario Ltd. appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor
MBS/cf

Recommended for approval,



Nuala Kenny
City Solicitor



COUNCIL REPORT

February 9, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Tonazzo, MCIP, RPP, Planner

DEPARTMENT: Engineering and Planning Department

RE: Comprehensive Official Plan Review: Funding Request
\$30,000

PURPOSE

The Planning Division is requesting a one-time funding of \$30,000 to assist in the Comprehensive Review of the City's Official Plan (OP).

\$10,000 would be utilized towards developing and implementing a comprehensive public consultation strategy. \$20,000 would be utilized to hire a consultant to conduct a land use/traffic impact study of Second Line East, between Great Northern Road and Black Road.

Planning staff is also requesting that Council direct the Planning Advisory Committee to take the lead in the Comprehensive Official Plan Review exercise.

BACKGROUND

The Official Plan is a statutory document containing policies that shape how land in the community should be developed.

The City's current Official Plan was adopted in 1996. While there have been amendments to the Rural Area, Transportation and Archaeological Policies, the OP text remains largely unchanged.

Official Plan policies are intended to form the basis of all land use decisions in the community. Although it is impossible to draft policies that will provide appropriate direction in all situations, Official Plan Amendments should not be taken lightly. OP policies are intended to take a comprehensive, long term view of development, which may conflict with current planning applications. Ideally, Official Plan amendments will include a thoughtful review and public consultation, similar to recent Rural Area amendments which included a public open house, a

review of other Rural Area policies throughout the Province, and a comprehensive report to Council.

For the Official Plan to be effective, development policies must have broad public and Council support.

ANALYSIS

Municipalities are required to conduct a Comprehensive Official Plan Review at least every five (5) years. As many Councillors may be aware, this comprehensive review has been underway for some time; however, due to several recent development proposals and the municipal election, Planning Staff decided it would be most appropriate to rethink, revise and reintroduce a comprehensive Official Plan review program.

In many respects, Sault Ste. Marie is at a crossroads. Recent developments at the old hospital and St. Mary's Paper sites, the potential of the Port of Algoma, planned expansion at Essar Steel, continued growth at Algoma University and Sault College, continued Downtown Revitalization projects and the recently released Land Use and Master Plan for the Sault Airport, could potentially result in a level of growth and development not seen locally in decades. A sound Official Plan, with broad public support is paramount in guiding the land use decisions required to appropriately facilitate this potential growth, in a manner that is supported by the community.

A preliminary review of local population demographics indicates that future population stability depends upon the community's ability to attract and retain workers. Based on the Sault's aging population, there are not enough local workers available to replace retirees, even if not all jobs are replaced. Sault Ste. Marie is not alone in experiencing the overwhelming retirement of baby boomers. We will be competing with many other communities to attract and retain migrants. Consequently, quality of life becomes vital. The Official Plan can play an important role in creating the framework for integrating the social, economic and environmental factors that create a quality, healthy, resilient community.

IMPACT

Public Consultation Strategy - \$10,000

Planning staff is requesting up to \$10,000 to implement a comprehensive public consultation strategy. Traditionally, public consultation has consisted of inviting the public to an open house, through ads in local media and on the City's website, as well as a mail-out to local stakeholders. In many cases, few members of the public attend, and the attendees tend to be the same few each time.

Planning staff has recently undertaken different approaches to public consultation including the use of an online survey, which has been very

successful. The funds would be utilized for a major consultation program, including the creation of a summary document, online survey and public outreach presentation. The overall goal is to re-brand the comprehensive OP review process, utilizing more current marketing tools and social media to create a 'buzz' and engage many more residents of our community.

Second Line East Land Use Study - \$20,000

With the imminent relocation of St. Mary's College, the extension of Pine Street and the recent extension of services, Second Line East between Great Northern Road to Black Road is, and will continue to experience development pressures, mainly commercial in nature.

While roadway capacity is not a major concern, the increased number of access points may create difficulties with turning movements and a possible increase in accidents. In addition, the City has received numerous complaints concerning the Old Garden River Road – Second Line East intersection. This appears to be mainly due to the geometry of the intersection. The City has also received complaints regarding the difficulties in making a left turn when exiting from the 'Wal-Mart' access onto Second Line. One possible solution may be to re-align Old Garden River Road south of Second Line to a new signalized intersection opposite the Wal-Mart entrance.

Up to \$20,000 is being requested to retain the services of a traffic consultant to evaluate possible options including roadway realignment, land-use controls and site-specific controls to ensure that development can occur in a manner that avoids major traffic problems.

STRATEGIC PLAN

The City's Official Plan and Corporate Strategic Plan are inextricably linked. So too is the process by which the Official Plan is developed.

Specifically, Objective 3B – Planning For the Future, identifies the five (5) year Comprehensive Official Plan review project.

RECOMMENDATION

Resolved that the Report of the Planner dated 2015 02 09 concerning a funding request of up to \$10,000 for implementing a comprehensive public engagement strategy, and up to \$20,000 to hire a consultant to conduct a land use/traffic impact study of Second Line East, between Great Northern Road and Black Road be referred to the 2015 Budget, and that Council direct the Planning Advisory Committee to take the lead on the Comprehensive Official Plan Review.

Respectfully submitted,



Peter Tonazzo, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

PT:ps

Attachment(s)



COUNCIL REPORT

February 9, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Donald B. McConnell, MCIP, RPP, Planning Director

DEPARTMENT: Engineering and Planning Department

RE: Destination North - NOHFC Application

PURPOSE

Last August, City Council applied to the Northern Ontario Heritage Fund Corporation (NOHFC) for \$5 million in funding in support of the proposed Destination North project on the former St. Mary's Paper site in Sault Ste. Marie. This report recommends that City Council approve the transfer and funding eligibility associated with this application to the Destination North Discovery Group which is the non-profit organization incorporated by Justus Veldman.

BACKGROUND

NOHFC previously offered a program in which municipalities could apply for up to \$15 million in support of major tourist attractions in northern communities. Six municipalities were invited to apply, however none were successful in meeting the criteria required to access this funding. More recently NOHFC has encouraged municipalities to apply for up to \$5 million in funding which is available from a regional development program.

On August 12, 2013 City Council authorized an application to NOHFC under the Strategic Economic Initiative Program in the amount of \$5 million to support the redevelopment of the former St. Mary's Paper site and the development of a tourist attraction to be known as "Destination North." On December 23, 2013 the City was advised NOHFC had determined that this project was potentially eligible and should proceed for a further review. This is generally known as "Stage 1" approval.

Over the past few months the Destination North Discovery Group in partnership with the Economic Development Corporation has made considerable progress on finalizing the Destination North Concept and Feasibility Study. Destination North is the third phase of the Mill Square redevelopment project following the relocation of the Algoma Conservatory of Music to the former Abitibi office

building and the soon to be completed redevelopment of the former machine shop building.

ANALYSIS

In a recent meeting with NOHFC officials it was determined that the City's involvement is not necessary for this project to receive NOHFC funding. Other municipalities have been involved only where they are directly involved with the work to be undertaken such as waterfront development projects in Kenora, North Bay and Thunder Bay. Where the municipality is not directly involved such as the Dynamic Earth project in Sudbury, NOHFC works directly with the proponent to ensure that all funding criteria is met and that a successful project is completed.

Transferring the City's application for Destination North to the Destination North Discovery Group will significantly simplify and accelerate the approval process as separate agreements with the City will not be required.

IMPACT

Approval of this request will remove the City from possible financial risk and liability, and is supported by both the Finance and Legal Departments.

STRATEGIC PLAN

The City's Corporate Strategic Plan identifies completion of the Canal District Master Plan as part of Strategic Direction 3: Enhancing Quality of Life. The Canal District Master Plan was recently approved by City Council and the continued redevelopment of the former St. Mary's Paper property is consistent with the recommendations of that plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That City Council approve the attached resolution.

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

DBM:ps

Attachment(s)

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner Engineering & Planning



COUNCIL REPORT

February 9, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Roger Nenonen, Manager of Cemeteries

DEPARTMENT: Public Works and Transportation Department

RE: Mausoleum Phase XIV

PURPOSE

The purpose of this report is to request approval for the registration, planning and construction of Phase XIV of the Mausoleum Master Plan and the hiring of EPOH Consulting Engineers and Architects as the prime consultants.

BACKGROUND

In the fall of 2011, City Council approved the master plan prepared by EPOH architects for the expansion of our municipal mausoleum service. Phase XIII (designed and planned by EPOH) consisted of 192 interment units, and was completed in the summer of 2012.

ANALYSIS

We anticipate our supply of single, unsold, crypts will be exhausted by late 2015. We therefore, plan to commence registration with the Province for the construction of the next phase in accordance with the master plan utilizing EPOH architects as the prime consultant. It is proposed that work would commence in the spring of 2015, with completion expected by the fall of the same year. Average annual sales of crypts are 18 units, with this average applying to both single and companion types. Present crypt inventory stands at 15 singles, and 49 companions.

The proposed expansion would be large stand-alone structure with 152 total units - 72 singles; 32 companions (64 units); 8 tandems (16 units).

IMPACT

The estimated total cost of construction of Mausoleum Phase XIV is \$971,800.00. This cost would include mausoleum construction, along with landscaping and pedestrian pathways as well as consultant costs for EPOH (approximately \$74,000).

STRATEGIC PLAN

This an operational activity not specifically linked to activities in the Corporate Strategic Plan.

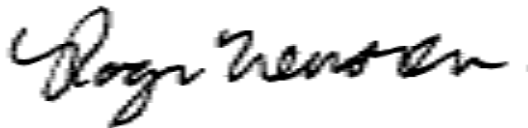
RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that Council approve the construction of Phase XIV of the Mausoleum Master Plan; furthermore that staff be authorized to engage the services of EPOH architects for the planning, registration and tendering of the construction of Phase XIV of the Municipal Mausoleum and furthermore that the funding for the proposed project comes from the Cemetery Reserve.

Respectfully submitted,

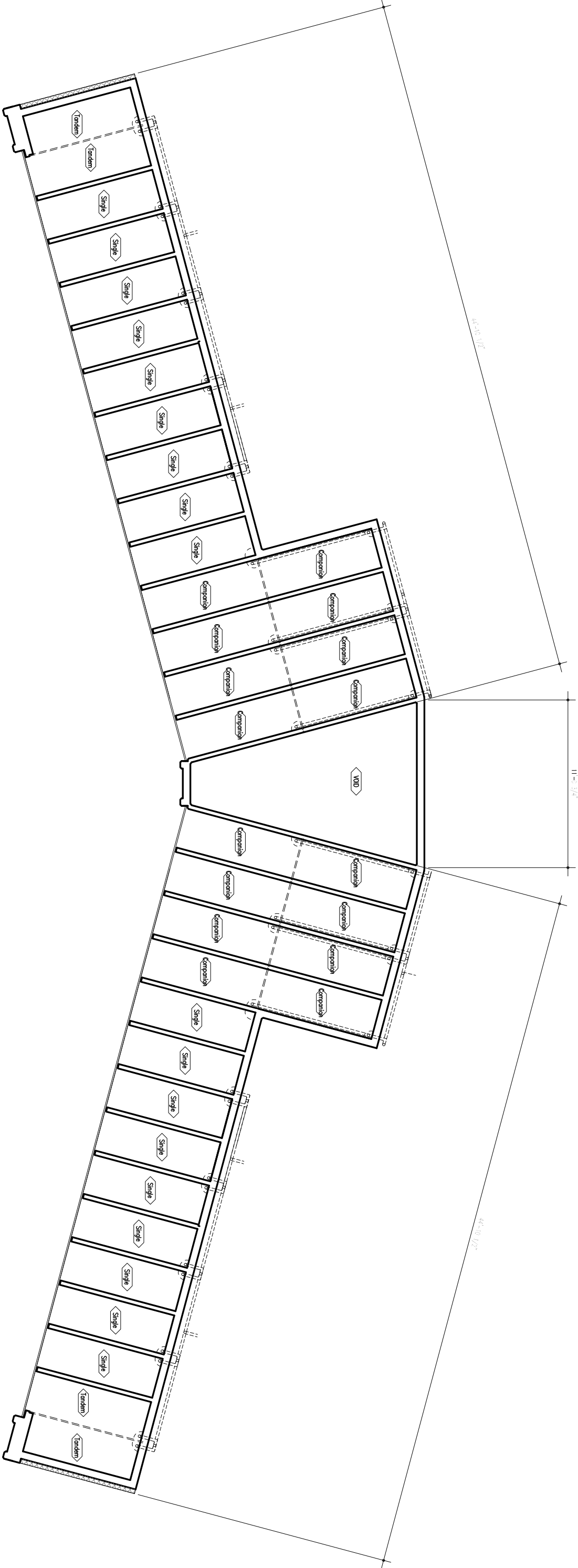
Recommended for approval



Roger Nenonen
Manager of Cemeteries



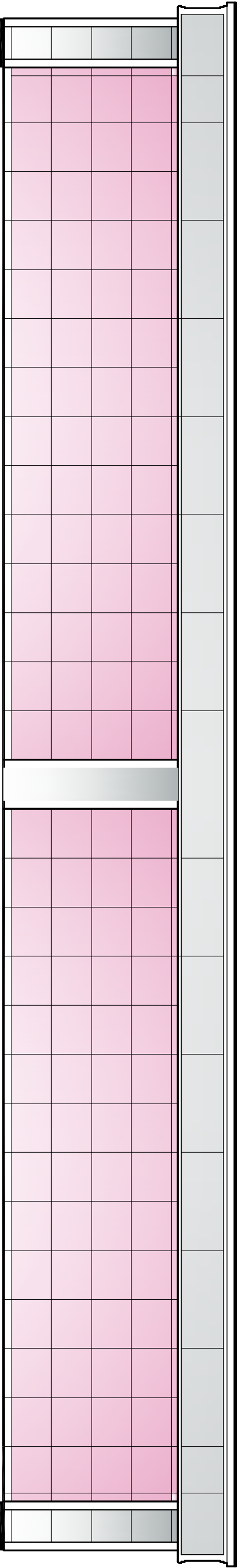
Larry Girardi
Commissioner



CRANKED PLAN

Project North

WITH 72 SINGLE CRYPTS, 32 COMPANION CRYPTS AND 8 TANDEM CRYPTS
SCALE 1/4"=1'-0"



ELEVATION

SCALE 1/4"=1'-0"

Phase	Crypt Configuration			Total No. of Units	Year Constructed	Construction Cost	Design	HST	Total project Cost at time of completion	Escalation to 2015	Construction Cost Adjusted to 2015	Project Costs expressed in 2015 \$\$\$	Cost per Unit	Remarks
	Tandem	Singles	Companion											
Capital Cost Analysis for Phase XI, XII and XIII Mausoleum														
Phase XI					2006	\$1,029,000	\$80,000	\$144,170	\$1,253,170	9yrs @ 2%/yr	\$1,497,694		\$6,455.58	includes additional centre node (courtyard), pedestrian paths to lookout, and maintenance garage
communal XIA	8	48	64	192										
family unit XIB	0	40	0	40										
Phase XII	8	32	72	192	2009	\$455,976	\$40,000	\$64,477	\$560,453	6yrs @ 2%/yr	\$631,161		\$3,287.30	conventional landscaping
Phase XIII	8	48	16	192	2011	\$512,938	\$50,000	\$73,182	\$636,120	4yrs @ 2%/yr	\$688,556		\$3,586.23	conventional landscaping
Proposed Phase XIV Expansion on West Side of Existing Mausoleum														
Phase XIV	8	72	32	152	2015	\$486,000	\$50,000	\$69,680		0	\$605,680		\$3,500.00	includes conventional landscaping
landscape node						\$150,000	\$12,000	\$21,060		0	\$183,060			desired infrastructure for location
pedestrian pathways						\$150,000	\$12,000	\$21,060		0	\$183,060			linking back to main walkways
										Total Estimated Project Cost		\$971,800		





COUNCIL REPORT

February 9, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Susan Hamilton Beach, Deputy Commissioner

DEPARTMENT: Public Works and Transportation Department

RE: Pointe des Chenes Campground – Update

PURPOSE

The purpose of this report is to advise Council of the status of the operating agreement for the Pointe des Chenes campground and to seek approval to negotiate a new five (5) year agreement.

BACKGROUND

The Lions Club has been contracted to operate and maintain the campground for the past 28 years. Overall, the Lions Club has done an excellent job fulfilling the contract obligations. In addition to the service they provide, any profits made each year are then donated to various local causes. Members of the Lions Club are present at tonight's Council meeting and can provide details regarding the mandate of the Club and their contribution to the community-at-large.

Discussions and review with the Lion's Club in recent years have focussed on reducing significantly the City's annual expenses at Pointe des Chenes campground. Based on its popularity, expansion options were considered and assessed by AECOM Consulting Engineers.

Throughout the review, the Lions Club has continued to operate the campground under the terms of the existing agreement.

ANALYSIS

As noted above, AECOM has reviewed the existing infrastructure at the campground and have met numerous times with the Lions Club and PWT staff. It has been determined that in order to accommodate the proposed expansion, over \$1 million of upgrades would be required. It was noted by AECOM that once upgrades are proposed at the campground, all of the infrastructure (ie. the septic, water and electrical systems) would be required to meet current standards and guidelines in addition to the expansion to the system.

Following the expansion evaluation, the Lions Club determined they would not be able to fund the mandatory infrastructure upgrades and therefore re-evaluated their financial annual commitment to the park with the existing camping spaces.

The key terms of the agreement proposed by the Lions Club include the following:

- Starting in the 2014 season, the Lions Club immediately increased their contribution to the water system to a maximum of \$ 25,000 (from the previous \$15,000);
- Starting in the 2014 season, the Lions Club paid 100% of the septic system pump-out costs;
- Starting in 2015, the Lions Club has proposed they will gradually increase their portion of the annual water treatment plant cost from an estimated 33% contribution in 2014 to 90% of the costs by 2019. It is agreed by City staff that the public day park would use approximately 10% of the water.
- All repairs to any of the existing electrical, mechanical and plumbing infrastructure will be born 100% by the Lions Club up to an expense of \$500. For those projects over \$500, the costs would be paid 60/40, Lions Club/City of Sault Ste. Marie. This is deemed fair as it should be understood that all of the key infrastructure within the campground is owned by the City of Sault Ste. Marie.

IMPACT

Considering the proposed new terms of the agreement, the annual operating and maintenance cost to the City will be reduced significantly. Review by staff at PWT and the Finance Department support these new terms with the intent of minimizing City costs. As infrastructure is aging at the campground, both the Lions Club and the City anticipate from time to time there will be unforeseen capital funds required. The Lions Club proposed to extend the term of the agreement to five (5) years in order for a more stable business plan to be prepared and for the organization to be able to continue with their service to the community.

STRATEGIC PLAN

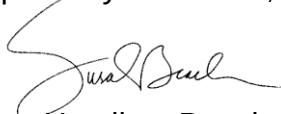
The topic of this report is not included in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

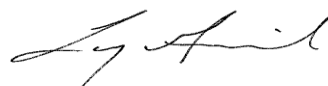
That Council approve Staff negotiate a new five (5) year agreement with the Lions Club based on the key terms stated above, with the intent to minimize the City's annual expenses at the campground.

Respectfully submitted,

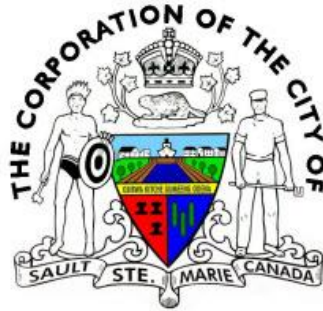


Susan Hamilton Beach, P. Eng.
Deputy Commissioner, PWT

Recommended for approval,



Larry Girardi
Commissioner, PWT



CAO SELECTION COMMITTEE MINUTES

Thursday, January 29, 2015

3:00 p.m.

Biggings Room

Civic Centre

Present: Mayor C. Provenzano, Councillor M. Bruni, Councillor S. Myers, Councillor R. Romano, Councillor M. Shoemaker

Officials: P. Niro, R. Tyczinski

1. Adoption of Agenda

Moved By: Councillor M. Shoemaker

Seconded By: Councillor M. Bruni

Resolved that the Agenda for 2015 01 29 meeting of the CAO Selection Committee be accepted as presented.

Carried

2. Appointment of Chair and Vice Chair

Moved By: Councillor M. Bruni

Seconded By: Councillor S. Myers

Resolved that Mayor C. Provenzano be appointed Chair of the CAO Selection Committee.

Carried

Moved By: Councillor M. Bruni

Seconded By: Councillor M. Shoemaker

Resolved that Councillor S. Myers be appointed as Vice Chair of the CAO Selection Committee in the absence of Mayor C. Provenzano.

Carried

3. Overview of Process

P. Niro, Commissioner of Human Resources, gave an overview of the recruitment process as well as a discussion regarding third party executive search firms.

4. Third Party Search Firms

Moved By: Councillor M. Shoemaker

Seconded By: Councillor M. Bruni

Resolved that a third party executive search firm be retained to assist in recruitment of a Chief Administrative Officer.

Carried

Moved By: Councillor R. Romano

Seconded By: Councillor M. Shoemaker

Resolved that a third party search firm be selected by issuance of a Request for Proposal by invitation to the eight search firms recommended by Human Resources; and to post the Request for Proposal on the city website in order that any other qualified executive search firms might have an opportunity to respond.

Carried

Moved By: Councillor R. Romano

Seconded By: Councillor M. Shoemaker

Resolved that the Deputy City Clerk and Commissioner of Human Resources shall be directed to work with Purchasing to develop a Request for Proposal to retain a third party search firm; the third party search firm to provide a menu of services from which the Committee can select a third party search firm, said draft Request for Proposal to be returned to the Committee for review and approval prior to issuance.

Carried

5. Further Meetings

It was the consensus of the Committee that Mondays and Fridays at 4 p.m. are preferred meeting times. Notwithstanding this, the next meeting will be on Thursday, February 5, 2015 at 3:30 p.m. to review the draft Request for Proposal.

6. Reporting to Council

Minutes of Committee meetings will be placed on Regular Council Agendas.

7. Additional Documentation

The Committee received a document from Councillor J. Krmpotich, being a Guide to Hiring a Chief Administrative Officer (Manitoba).

8. Adjournment

Moved By: Councillor M. Shoemaker

Seconded By: Councillor R. Romano

Resolved that this Committee now adjourn.

Carried



Chair



Deputy City Clerk



COUNCIL REPORT

February 9, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Joe Fratesi, Chief Administrative Officer

DEPARTMENT: Chief Administrative Officer

RE: Recruitment of New Commissioner of Finance and Treasurer

PURPOSE

The purpose of this report is to get City Council's formal approval to fill the vacancy (by Selection Process) created by the recent announcement of the planned retirement of Bill Freiburger, the City's Commissioner of Finance and Treasurer with the last day of work being May 8, 2015. Attached are the following:

1. Copy of Bill Freiburger's Letter of Intent to retire dated Feb 3, 2015 addressed to CAO, indicating the last day at work as May 8, 2015; and
2. Copy of City's Policy and Guidelines for Recruitment and Selection of Senior Staff

BACKGROUND

On Tuesday, Feb. 3, 2015, Bill Freiburger attended at my office and delivered to me both the official Notice of Intention to Retire, as well as a letter setting out his retirement plans and thanking the City for the opportunity to work in our Finance Department for more than 30 years. Bill's letter also expresses his gratitude for having been given the opportunity to serve as the City's Commissioner of Finance and Treasurer for almost 21 years.

Obviously, the City cannot operate without a Commissioner of Finance and Treasurer and the position needs to be filled. As a matter of fact, the Municipal Act requires every municipality to appoint a Treasurer (Section 286). Therefore, in accordance with our Guidelines, I am asking that Council authorize taking the necessary steps to fill the vacancy by way of an internal selection process, as also described in our Policy and Guidelines.

We currently have 4 professionally designated accountants on staff who are familiar with our organization and its accounting practices. Both the incumbent

Recruitment of New Commissioner of Finance and Treasurer

2015 02 09

Page 2.

and I are confident that we should be able to select a suitable replacement from within our organization. Proceeding in this manner should ensure stability and confidence in our financial operations and oversight. However, in the unlikely event that we are not able to recommend an internal applicant to City Council, then it would be open for the Selection Committee to seek external applications.

As set out in the Guidelines, a member of City Council needs to be appointed to the Selection Committee, which will also consist of the Commissioner of Human Resources and myself. Council is asked to make such appointment as part of the recommendations in this report. Bill has also agreed to serve as a resource to the Committee, which will be of great assistance to its members.

ANALYSIS

The steps recommended in this report are in accordance with the City's Policy and Guidelines for the Recruitment and Selection of Senior Staff.

IMPACT

The Municipal Act (Section 286) requires that our Municipality appoint a Treasurer. The Commissioner of Finance and Treasurer is a very important position on our organization. It is imperative that the position be filled with the best candidate available, who is familiar with municipal operations and finances, prior to the incumbent's last day of work, which has been set for May 8, 2015.

STRATEGIC PLAN

Not Applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that Council authorize the vacancy that will be created out of the announced retirement of Bill Freiburger, Commissioner of Finance and Treasurer, and that such vacancy be filled by way of the selection process described in the City's Guidelines, with the initial steps limited to internal applicants only. Further that Council appoints one of its members to the Selection Committee to assist in the selection of the next Commissioner of Finance and Treasurer, who will be ultimately appointed by By-Law by City Council on the recommendation of the Chief Administrative Officer.

Respectfully submitted,



Joseph M. Fratesi
Chief Administrative Officer

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

PURPOSE:

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

SCOPE:

These guidelines apply to the Chief Administrative Officer and Senior Staff positions. Senior Staff positions consist of Department Heads (Commissioners, City Solicitor, City Clerk, Fire Chief), Assistant Department Heads and Division Heads.

Note: Division Heads are defined as the following: Manager of Ontario Works, Manager of Community Childcare, Manager of Housing Operations, Transit Manager, Manager Recreation & Culture, Manager Community Centres & Marine Facilities, Manager of Cemeteries, Manager Day Care Services, Manager of Parks, Planning Director, Tax Collector.

Assistant Department Heads are Assistant City Clerk, Assistant City Solicitor, Deputy Commissioner of Public Works, Assistant Fire Chief, Director of Engineering Services.

PROCEDURES:**I Chief Administrative Officer (C.A.O.)**

1. City Council shall authorize the filling of a C.A.O. vacancy in an open Council meeting.
2. Upon approval of the filling of the vacancy City Council shall appoint a Selection Committee consisting of the Mayor and two (2) Councillors.

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

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

SUBJECT: Guidelines for the Recruitment and Selection of Senior Staff	
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The recruitment and selection process may consist of some or all of the following:

- A) Use of Consultants in the Recruitment Process
 - R. F. P.
 - Selection of the Consultant
 - Contract and costs
- B) Establish Criteria for the Positions
 - Review the job descriptions
 - Update as necessary
 - Establish qualifications and criteria for position
- C) Advertising of the Position
 - Internal posting only
 - Internal posting and external advertising
 - Local, Provincial or National advertising
 - Prepare posting/advertisement
- D) Receipt and Processing of Resumes
 - Resumes received by whom
 - Acknowledgment of receipt
 - Establish time frame for further contact
- E) Long Listing of Resumes
 - Establish criteria for "long list" of resumes
 - Establish a long list of applicants
 - Respond to all applicants regarding status of application
- F) The Interview Process
 - Determine the participants in the interview process.
 - Establish interview questions and interview process
- G) Recommend "Short List" of Candidates to City Council
- H) City Council interview of "Short List Candidates"
 - Determine the participants in the interview process
 - Establish the interview process and conduct interviews.

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

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

II Senior Staff

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

Note:

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

2.
 - a) If filled by appointment, the appointment is confirmed through passage of a By-law and by confirming to the employee such appointment in writing.
 - b) If approved to be filled by a Selection Process, a selection committee will be formed consisting of:
 - A member of Council appointed by Council, in the case of filling a Department Head position.
 - Chief Administrative Officer or his designate
 - Commissioner of Human Resources or his designate
 - Respective Department Head in Division Head selections
 - Others as determined appropriate by the Chief Administrative Officer.
3. The Selection Committee shall carry out the recruitment and selection process which may consist of the following:
 - A) Use of Consultants in the Recruitment Process
 - R. F. P.
 - Selection of the Consultant
 - Contract and costs

SUBJECT: Guidelines for the Recruitment and Selection of Senior Staff	
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B) Establish Criteria for the Positions

- Review the job descriptions
- Update as necessary
- Establish qualifications and criteria for position

C) Advertising of the Position

- Internal posting only
- Internal posting and external advertising
- Local, Provincial or National advertising
- Prepare posting/advertisement

D) Receipt and Processing of Resumes

- Resumes received by whom
- Acknowledgment of receipt
- Establish time frame for further contact

E) Short Listing of Resumes

- Establish criteria for "short list" of resumes
- Establish a short list of applicants
- Respond to all applicants regarding status of application

F) The Interview Process

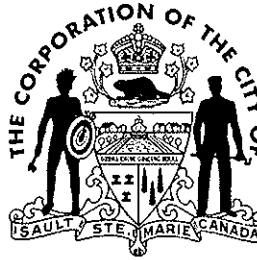
- Determine the participants in the interview process
- Establish interview questions and interview process

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

H) Approve appointment by By-law.

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

William Freiburger, CPA, CMA
Commissioner of Finance and
Treasurer



Finance Department

2015 02 03

Mr. Joseph Fratesi
Chief Administrative Officer
Civic Centre

RE: RETIREMENT

Please accept this letter as my notification to retire from the Corporation of the City of Sault Ste. Marie. My last day at work will be Friday, May 8, 2015.

After 30 years of service with the City I have decided to end this chapter of my life and enjoy the benefits of retirement with my family.

I want to thank the City for the opportunity to be Commissioner of Finance and Treasurer for the past 21 years.

I also want to thank our Finance Department staff, the Senior Management Team, City Council and all City staff for their support and assistance over the last 30 years.

I have truly enjoyed my career with the City and have been privileged to work with a dedicated group of City Staff and Council. I will always treasure the friendships that I have made over the years.

Finally, I want to thank you as CAO for your support and assistance over the last two decades.

Yours truly,

W. Freiburger, CPA, CMA
Commissioner of Finance and Treasurer
Finance Department



COUNCIL REPORT

February 9, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jerry Dolcetti, Commissioner

DEPARTMENT: Engineering and Planning Department

RE: Port of Algoma – Master Consultant Selection

PURPOSE

The purpose of this report is to receive Council approval in the selection of a Master Consultant to carry out Phase 1 and 2 of the Port of Algoma expansion.

BACKGROUND

On September 29, 2014, Council passed the following three (3) resolutions:

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

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

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

The City plays an integral part in this funding partnership with upper levels of government because it is a signatory to the funding agreements for Phase 1 & 2 with FedNor and NOHFC. The City has participated in earlier studies leading up to the most recent "Regional Harbour Expansion and Business Analysis" completed in January 2013, provided funding to the Transportation /

Infrastructure Committee and Public Access Working Group in successfully studying, lobbying and presentation of funding applications to FedNor and NOHFC in December 2013. This effort resulted in announcements on September 26, 2014 for funding of \$2.12M each from Federal and Provincial governments, and contribution of \$300,000 by the City through EDF, and \$800,000 from Essar Steel Algoma Inc., for a total of \$5.3M.

Main components of the assignment include:

- Traffic study and demand forecasting;
- Infrastructure planning/project scoping/stakeholder consultation; Environmental Assessment and First Nation Aboriginal consultation is included;
- Financial analysis – funding for implementation/construction;
- Engineering Procurement Construction (EPC) Contractor procurement;
- Overall project management.

A successful completion of Phase 1 and 2 will place the planned expansion of the 440 acre site in position to move ahead and be “shovel ready” for the ultimate funding request of between \$120M - \$150M.

The City believes such initiative is consistent with the Northern Growth Plan establishing both long term and sustainable economic growth and increased employment opportunities through attracting new user groups to the site. Under the multi-national “Essar Group”, Essar Ports has established a new company “Port of Algoma” which will be a public port, in partnership with the municipality (Essar Ports @ 99% and the City @ 1%). This will establish a public user port much larger in size having initially 440 acres with potential to expand to 1000 acres including approximately 3.5K of dock space. The proposal by Essar Ports will be a game changer for this municipality and region.

ANALYSIS

Tender documents were prepared and distributed to the top 4 project management global companies. Given the complexity of this project, the Project Management Team (PMT) consisting of staff from Port of Algoma, Essar Steel, City Engineering and SSMECD, prepared the documents to encourage bidders to structure their submissions with a “master consultant” format. This would allow the consulting teams to address all of the key disciplines under one umbrella, thus reducing the timelines for tendering to carry out specialized disciplines/services.

Overall times are extremely aggressive with Phase 1 to be completed by October 2015 and Phase 2 by March 2016.

The plan is to award Phase 1 now and Phase 2 only if there is sufficient support by upper level governments and private investors to proceed with the \$120M - \$150M required, which will be Phase 3 of the project. Applications to Build Canada will be top priority.

Request for Proposals were sent out on November 14, 2014 with deadline for submissions by December 31, 2014. The RFP included direction for the bidders to submit a two-envelope submission – a technical bid and a price bid.

Three proposals were submitted and after review, one was incomplete and two others were advanced to formal interviews on January 21, 2015. The two global teams consisted of KPMG/AECOM and Tetra Tech/Royal Haskonings. The interviews were held in person as well as through video and phone conferencing technology. The combined team of KPMG/AECOM were the successful bidder at a total fee of \$4,330,243. The Tetra Tech/Royal Haskonings team came in at \$4,961,523.

KPMG and AECOM have regional offices in the Sault and the Municipality is very familiar with the quality and performance of these consultants, having retained them on several large projects in the past. Each respective global affiliates are significant in experience to carry through this very important and complex assignment.

IMPACT

As noted earlier, an allowance of \$5.3M is provide through the partnership of upper levels government, ESAI and the City (\$300,000) for this project. Sufficient funds are in place to also have a Project Coordinator and associated expenses. Currently, attempts are underway to secure a candidate for this position.

Subject to Council's approval of the Master Consultant, a consulting agreement will be brought forward to Council at the February 26, 2015 meeting.

STRATEGIC PLAN

This report is directly linked to Developing Solid Infrastructure, and Strategic Direction – Transportation Network Improvements.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Commissioner of Engineering dated 2015 02 09 be accepted and that Council approve the consulting team of KPMG/AECOM to be retained in carrying out the project, subject to the following condition that:

1. Phase 1 can proceed for an upset limit of \$3,176,945, having a completion target date of October 2015; and

2. Phase 2 can proceed only if the results in Phase 1 indicate a successful 'go forward' action and funding for Phase 3 (implementation/construction) of the expanded harbour is available from the various partners to this project, including the senior levels of government, the private sector and others.

Respectfully submitted,

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

Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

/bb

For the Record

Municipalities could also embrace technology to streamline the entire closed meeting investigative process – by simply making audio or video recordings of closed meetings.

The *Municipal Act* states that councils, committees and local boards “shall record” the proceedings. Traditionally, this has been done through written minutes. Over the past four years, I have found municipal record-keeping to be one of the biggest impediments to quick and thorough investigations. There is no consistency in record-keeping practices across the province – it varies from good to bad to non-existent, depending on the city, town or village.

Some Ontario municipalities do audio or video record their open meetings, and/or have them broadcast publicly. This approach helps to ensure that there is a clear, comprehensive and accessible meeting record. However, when meetings are closed, all too often we have only scant and cryptic minutes to work with. In many municipalities, the clerk is left scribbling random notes. In some, no official closed meeting minutes are even retained.

This means OMLET investigators are regularly forced to subject councillors to extensive interviews, and then to piece together their often conflicting, incomplete and uncertain recollections of what went on behind closed doors. It is time-consuming, and often needlessly so.

Audio or video recording of council meetings should be routine – not just the open sessions, but the closed ones too. This would assist immeasurably in ensuring officials do not stray from the legal requirements once they retreat behind closed doors, and would provide a clear, accessible record for investigators to review. Many investigations would take no longer than the time needed to review the recording – and a great deal fewer interviews would be required.



If we have an audio recording, it provides a transcript that can remain on file and simply be handed to the Ombudsman if there is an investigation. I think this provides for incredible transparency.”

– Louise Parkes, then councillor for the City of Oshawa, quoted in *Oshawa This Week*, March 11, 2012



I think it's a brilliant idea.”

– City of Hamilton Councillor Sam Merulla, quoted in *Hamilton Spectator*, February 24, 2012

This is far from a novel idea. Several U.S. municipalities **require** audio or video recording of closed meetings, and other jurisdictions have chosen to do it to enhance the accountability and transparency of their proceedings. For example, in Illinois, all public bodies must make recordings of all meetings; in Iowa, closed sessions must be audio-recorded; and in Nevada, public bodies must record audio of open and closed meetings or use a court stenographer to transcribe the proceedings.

Such a practice is in the interest of all of Ontario's municipalities. It would demonstrate they are confident they are following the rules, and would inspire community trust in the transparency and accountability of local government. It would also save time and resources for all of us.

I encourage all municipalities to begin audio or video recording closed meetings. I will continue to monitor municipal record-keeping practices closely, and if they do not improve, I will consider recommending that the Ontario government make legislative changes to require it.

Watchdogs Have Teeth

Whether my investigation is provincial or municipal, the last word always remains with the body under investigation. I cannot enforce the implementation of my recommendations. In municipal cases, **councils reign supreme**.

Not only can they choose not to implement my recommendations, they (unlike provincial bodies) can even choose not to have me as their watchdog.

However, they cannot opt out of the Sunshine Law. The public has the right to complain about closed meetings, and municipalities must ensure those complaints are investigated. **They cannot opt out of accountability.**

What's more, if they choose to have the Ombudsman's Office as their investigator, benefiting from our proven record as free, fast and credible, they cannot opt out of our process. Like the thousands of provincial officials we oversee, they must co-operate with my investigations, as required by the *Ombudsman Act*. They cannot opt out of co-operating.

And while the *Municipal Act* carries no penalty, the *Ombudsman Act* does. Failure to comply with my lawful requirements is a provincial offence, punishable by a fine of up to \$500 and/or imprisonment for up to three months. In 37 years, there has never been a prosecution under this provision. I have never exercised my authority to lay charges in response to lack of co-operation, and I would prefer not to do so. But **I am prepared to use all available means to ensure co-operation with my investigative process in future, to preserve its integrity and uphold the law.**

As Ombudsman, my interest is the public interest – ensuring that municipalities respect the law. Municipal officials must understand that the investigation of public complaints about their meetings is part of the responsibility that comes with their positions in local government.

Ontarians expect all members of local councils, boards and committees, as well as municipal staff and solicitors, to make the Sunshine Law provisions of the *Municipal Act* work. This can only happen through consistent, rigorous adherence to the principles of openness, transparency and accountability.



André Marin has deliberately and methodically interpreted the Act in a manner where we're going to be open and transparent.”

– Councillor Brad Clark, City of Hamilton, quoted in *Hamilton Spectator*, January 13, 2012

2. Penalize Lawbreakers

Neither I nor any of the hired investigators for closed meetings has any power to enforce the recommendations we make to municipalities. Aside from having to make our reports public, there are no consequences in the *Municipal Act* for municipal officials who meet in secret and violate the law.

This is in contrast to many other jurisdictions that have had Sunshine Laws for decades, including Arizona, Iowa, Illinois and Michigan, all of which impose fines on officials who hold illegal closed meetings. In Michigan, repeat offenders face escalating fines of up to **\$2,000** – and a possible year of jail time.

The only consequence in Ontario's law is a non-binding report from the investigator – who can be handpicked by the municipality. With seemingly so little at stake, it's not surprising that a few councils continue to flout the law. I feel strongly that the Act should be amended to ensure they face appropriate penalties, and I am far from alone in this view. The Mayor of **Sarnia**, Mike Bradley, has been a longtime proponent of adding consequences to the Sunshine Law, and he reiterated the case this past spring in a letter to the Premier.



Despite the fears of municipal leaders when the [Sunshine] Law was implemented in 2008, the law and investigations have worked in the public interest; however, the lack of penalties for elected people who violate the Act is a serious gap in the legislation.

I would like to add my voice to support the Ontario Ombudsman, Mr. André Marin, who has been calling for appropriate penalties to be in place beyond 'embarrassment' for municipal councillors who violate the open meeting provisions of the Act. I would urge you to have a thorough review of the legislation as it relates to penalties and bring about the implementation of safeguards, modeled on other jurisdictions, that can be enacted at no cost to the province and which would greatly serve the public interest across Ontario. ”

Letter from Sarnia Mayor Mike Bradley to Premier Kathleen Wynne, March 27, 2013

3. Record All Meetings

Our neighbours to the south are also outdoing us in record-keeping. In states such as Illinois, Iowa and Nevada, all public bodies must keep verbatim audio or video records of meetings, whether they are open or closed.

Meanwhile in Ontario, our investigators routinely find minutes of municipal meetings are incomplete and conflict with the recollections of those who were present – some of whom still seem to believe that a closed meeting means they shouldn't keep any record at all. As for making digital recordings, although a few forward-thinking councils have adopted this sensible practice, most have balked, some citing fears of being sued.

The *Municipal Act* requires that records be kept of all meetings, including closed ones. Electronic recordings – audio or video – provide the most faithful, thorough record possible and serve the best interests of the public. Not only do they ensure that a complete and accurate record of the meeting is kept, they allow for expeditious investigation of closed meeting complaints.

A Breath of Fresh Air

We have seen slow but steady progress in our efforts to educate the public and municipal leaders about the Sunshine Law. More municipal officials have also embraced closed meeting best practices. Again this year, **more municipalities heeded my call to demonstrate their commitment to openness and transparency by making digital audio or video recordings of their closed meetings.** Last year, we reported that five councils had adopted this practice; now there are **11** – and we have made specific recommendations to several others to follow suit.

My Office is always working to ensure our process is as clear and efficient as possible, streamlining our own internal procedures and clarifying them with municipal officials. In a nutshell, just as we did with some **27,000** complaints about provincial government organizations last year, we triage all closed meeting complaints to determine quickly whether an investigation is warranted. If so, the case proceeds to an investigation and results in a public report. (For more on this process, see the graphic on Page 19).





The chart on page 42 lists the outcomes of these cases, including where we found **illegal meetings** and/or **procedural violations**, and/or recommended **best practices**. Of the 49 meetings reviewed, the Ombudsman found 11 were illegal. He and OMLET staff also found 13 procedural violations and made 31 best practice recommendations.

We define these terms as follows:

Illegal meeting:

A closed formal or informal gathering of a municipal council, committee or local board, where:

- members come together for the purpose of exercising the power or authority of the council, committee or local board, OR
- for the purpose of doing the groundwork necessary to exercise that power or authority; AND
- the subject matter being discussed is not permitted under an exception listed under section 239(2), 239(3) or 239(3.1) of the *Municipal Act*.

Procedural violation:

When a council, committee or local board violates any of the procedural requirements for closing a meeting, as defined under various provisions of the *Municipal Act*, including:

- procedural by-law is improper or lacking;
- improper exception cited to close the meeting;
- no resolution made to close the meeting, or resolution fails to include the general nature of the topic to be considered;
- improper voting in closed session on a matter of substance;
- advance notice to the public is not given or is insufficient;
- records are not kept, or are improper;
- the applicable procedural by-law is not followed;
- the open meeting requirements generally are not followed.

Best practice:

A measure that the Ombudsman recommends to municipalities to improve overall transparency and accountability in their meeting practices, even if they have not violated the *Municipal Act* per se. Typically, the Ombudsman recommends that they:

- improve the information they give in public meeting notices, agenda contents or resolutions, to provide more details about the items discussed in closed sessions;
- avoid last-minute additions to the agenda;
- keep better records, including by making and properly storing audio and video recordings of closed sessions;
- report back in open session.

TO: GENERAL COMMITTEE

SUBJECT: STREET LIGHT CONVERSION TO LED

WARD: ALL

PREPARED BY AND KEY CONTACT: B. THOMPSON, C.E.T., C.E.M.,
MANAGER OF ENERGY EXT. 4557 

SUBMITTED BY: K. BRADLEY, MLA, BA,
DIRECTOR OF FACILITIES AND TRANSIT 

GENERAL MANAGER APPROVAL R. FORWARD, MBA, MSC, P. ENG,
GENERAL MANAGER OF INFRASTRUCTURE AND GROWTH
MANAGEMENT 

CHIEF ADMINISTRATIVE OFFICER APPROVAL: C. LADD, CHIEF ADMINISTRATIVE OFFICER 

RECOMMENDED MOTION

1. That the pre-approval of the incentive payment of \$1,119,708 from the Ontario Power Authority through the SaveONenergy program be received for input into the business case as outlined in the financial section of Staff Report FCT002-15.
2. That the Mayor and City Clerk be authorized to sign a Letter of Intent with RealTerm Energy (see Appendix A), the Local Authority Services (LAS) project partner, for an Investment Grade Audit related to a Light Emitting Diode (LED) street light conversion project for the City of Barrie, such document to be in a form satisfactory to the Director of Legal Services and based on the following general terms and conditions:
 - a) That RealTerm Energy be paid \$137,000 for the completion of the Investment Grade Audit including the provision of a GIS data base of all existing street lights, new LED lighting design based on the Provincial lighting standards and an estimated cost for the completion of the LED replacement project.
3. That, should the Investment Grade Audit results support the implementation of the conversion street light project in accordance with the initial business case, the RealTerm Energy fee for the Audit be waived and that LAS and their partner, RealTerm Energy be retained to provide the following Project Management Services with a contract value of \$3,307,568:
 - i) Assistance in the development of specifications associated with the procurement of qualified street lighting installation companies;
 - ii) Provision of training to street light installation companies to ensure that the Audit results are achieved;
 - iii) Provision of the LED street lights required by the design plan; and

- iv) Management of the removal and disposal of the existing street lights and the installation of the LED street lights, to be completed by December 31, 2015.
4. That the Light Emitting Diode (LED) street light conversion project with an initial financial investment of \$5,000,000 be pre-approved as part of the 2015 Capital Plan, to be funded through the issuance of debentures with an anticipated benefit to the Corporation of \$11,300,000 in cost avoidance over the next ten years in energy and maintenance costs.
5. That the Director of Finance be authorized to issue a 5-year debenture for the LED Street light conversion project in 2016 for up to \$5,000,000.
6. That the Mayor and Clerk be authorized to execute a contract with LAS for the delivery of the Project Management Services identified in paragraph 3.
7. That staff be authorized to amend the City of Barrie street light standards to require LED technology only for street lights in the future.

PURPOSE & BACKGROUND

Report Overview

8. The purpose of this staff report is to provide Council with a business case to:
 - a) seek Council authorization to execute a Letter of Intent to conduct an Investment Grade Audit with RealTerm Energy, the project partner of Local Authority Services (LAS),
 - b) to seek pre-approval for the project to be included in the 2015 Business Plan, and
 - c) seek authorization to sign a project management contract with LAS for the full conversion of the City's streetlights to LED if the results of the Investment Grade Audit are acceptable and meet the financial limits set out in this Staff Report. The Investment Grade Audit will include the following items:
 - GPS study of complete street light system
 - GIS data base and map of complete street light system based on GPS study
 - Complete street by street lighting design to City of Barrie standards.
9. On September 10, 2012 Council adopted Motion 12-G-233

"That staff in the Engineering Department, together with the Environmental Officer, investigate the potential of replicating the Town of Welland's LED streetlight replacement program in Barrie, which is projected to result in more than \$2.4M in savings to the municipality, through reduced energy use and reduced replacement costs, and report back to General Committee."
10. In 2013, an Expression of Interest (EOI) for the supply of LED street lights to replace existing High Pressure sodium street lights was conducted with Purchasing to develop a potential business case for the project. Eight submissions were received and a business case, based on energy savings and costs for bulbs received in the EOI along with estimations for project management and installation, were used to develop the business case.

11. Based on the business case developed, the project had been proposed as a capital project in 2014 and was not approved at the staff level due to other competing City capital priorities.
12. The Ontario Power Authority (OPA) is responsible for developing incentive programs to lower the payback on energy reduction projects. In late summer 2014, the OPA introduced a new incentive program specific to LED exterior lighting. The program offers prescribed dollar amounts for conversion to LED bulbs based on the wattage of the LED bulbs.
13. City staff in the Energy Management Branch of the Facilities and Transit Department applied for the incentive on December 16, 2014 and received pre-approval (attached Appendix B) on December 19, 2014 for an incentive in the amount of \$1,119,708.
14. There are terms and conditions to the OPA incentive, with the key condition being that all work must be completed by December 31, 2015 in order to receive the full incentive (application Appendix C).
15. During 2015 budget deliberations it was suggested that Facilities and Transit investigate alternate forms of financing the street light conversion and that AMO subsidiary LAS offered a program that should be investigated.
16. LAS was created in 1992 by the Association of Municipalities of Ontario (AMO) as a wholly owned subsidiary company. LAS is incorporated as a not-for-profit organization under the laws of Canada and is mandated to work with Ontario municipalities, as well as organizations from the broader public sector, to help realize lower costs, higher revenues, and enhanced staff capacity, through co-operative procurement efforts and innovative training, programs, and services. The City of Barrie is currently a member of AMO.
17. LAS is currently offering a street light program for municipalities. There are two paths municipalities can choose from:
 - a) A turnkey approach known as an Energy Performance Contract, where LAS and their partner RealTerm Energy provide funding, project management, LED lights, installation and maintenance for a ten year period, during which energy and maintenance savings are shared by LAS and RealTerm energy and the municipality typically for ten years.
 - b) LAS Design, Upgrade and Transfer, which includes;
 - i) A streetlight design for every street to the Provincial Standard for streetlight illumination levels RP-8.
 - ii) Conduct a GPS survey of the street light system that contains all pertinent asset data for the pole and fixture;
 - iii) Supply and purchase of the LED fixtures (through an RFP process done by LAS)
 - iv) Manage the installation of the lights (through an RFQ process by either the customer or LAS).

This work is done for a contracted price. At the conclusion of the installation all data used to design the streetlight system is turned over to the municipality and the municipality keeps 100% of any energy and maintenance savings and is responsible for maintenance of the LED system.

18. LAS/RealTerm energy provided a preliminary budget of \$3,307,568 (not including installation) and estimated savings to complete the street light conversion in Barrie using their two options.
19. A financial analysis was conducted by City Performance Analysts of four different options (do nothing, two LAS program options, and a phased approach using tax capital funding) and found that the LAS Design, Upgrade and Transfer Program would result in a net benefit of \$11.3 million versus a do nothing state, and was approximately \$4 million higher than the net benefit of the Energy Performance Contract (Turn Key approach), the next best option.
20. It was determined there would be no cost difference if the City of Barrie led the RFQ for installation of the street light system versus using LAS to help establish the technical specifications and providing full field and project management services. By pre-qualifying installers while the Investment Grade Audit is underway, the installation RFQ can then be released to the market immediately to a short-list of contractors when/if a contract is signed with LAS and the timelines required to complete the project by December 31, 2015 still be met.
21. A single source request was approved to retain LAS/RealTerm Energy based on Sole or Single source request form 2015-S001 on January 9, 2015 in accordance with Procurement By-law 2013-073.

ANALYSIS

22. LED street lights are projected to reduce energy use by 67%, and maintenance costs by 80% per year (LED lights come with a ten year warranty). Projected costs of the various options reviewed are:
 - a) The cost to operate and maintain the street light system with expected inflation over ten years if we do nothing is \$26,417,399
 - b) The cost to operate and maintain the street light system with expected inflation over ten years under the LAS Energy Performance Contract (Turn Key) is \$19,442,138.
 - c) The recommended solution the LAS Design, Upgrade and Transfer program has a cost to operate the streetlight system with expected inflation over ten years of \$15,101,793
23. If the project is completed by December 31, 2015, the City of Barrie will be eligible for an incentive from the OPA of \$1,119,708 (pre-approval granted December 19, 2015). This incentive, if received, will be used to offset the total cost of borrowing. (preapproval email Appendix B). If the project is not complete by December 31, 2015 staff will apply for an incentive for the percentage of the conversion that is complete.
24. The additional cost to maintain the present system from lost maintenance and energy savings of delaying the conversion is \$770,000 per year including a hypothetical price reduction of 10% per year in LED luminaires.
25. Staff are seeking pre-approval for this project as the project planning by the City and LAS illustrates that starting the project any later than February creates significant risk that the project could not be completed fully in 2015. Extending past year-end would put the full incentive and opportunity savings from energy and maintenance cost reductions at risk.

-
26. A single source agreement with LAS is felt to have the best chance of having the streetlight conversion project completed by December 31, 2015 and therefore maximizing the opportunity cost and taking full advantage of the incentive.
27. Based on financial analysis, the most cost effective approach is to use the LAS Design, Upgrade, Transfer option (see Appendix D). The steps that will be undertaken by LAS to complete this are:
- Complete GPS/GIS mapping of City of Barrie streetlight system,
 - Assist the City in developing technical specifications for a pre-qualification of installers,
 - Using the mapping data to complete a lighting design to provincial standard RP-8 for every street in Barrie,
 - Based on this design, provide a proposal to the City of Barrie on the actual costs and savings of the streetlight conversion,
 - If the actual savings are within 10% of projected savings the City must pay the cost for the GPS/GIS mapping and design if we choose to not go ahead.
 - If the City chooses to sign a contract, this cost is rolled into the final contract cost and LAS will order the LED lights from CREE lighting
 - Assist the City in an RFQ for the pre-qualified installation contractors
 - Project manage field installation of streetlight conversion
28. The steps the City will undertake if given council approval:
- Develop a pre-qualification RFP for the installation of the street light conversion
 - Review LAS Investment Grade Audit
- If the business case as presented by LAS is acceptable:
- Short list the pre-qualification to all acceptable installers
 - Develop an RFQ for the installation of the LED lights, for all prequalified bidders
 - Award the RFQ to the low qualified bidder
 - Work with PowerStream to have street light billing altered as installation progresses
 - Work with PowerStream to ensure all information is provided for the OPA incentive.
- If Investment Grade Audit business case is not acceptable:
- Using the GPS/GIS information gathered through the investment Grade Audit staff will Develop a new conversion strategy and return to Council for approval

29. Based on the proposal from LAS, it is expected that the agreement with LAS will result in the project being completed within one year. Completing the project using public procurement at all stages contains more risk to the schedule, the LED bulb delivery, as well as price risk for LED bulbs. It is the opinion of staff that there is zero possibility the project will be completed if done internally in eleven months.
30. LAS has been actively involved in the LED street light conversion program for two years and presently there are eighty three municipalities in various stages of completion in their program.
31. LAS has gone through an RFP process to choose both the Program Manager (RealTerm Energy) and the LED lights manufacturer/supplier. The LED supplier contract was awarded December 1, 2014 with five international lighting manufacturers participating in the procurement process. The evaluation committee included industry experts and municipal representatives from Brampton, North Bay and Ottawa. CREE Canada was the successful bidder.
32. LAS benefits from economies of scale in LED bulb purchases versus the City of Barrie purchasing on our own.
33. The LED lights (CREE) chosen by LAS meet the technical specifications of the proposed new City of Barrie Street light standards.
34. A communication plan will be implemented to inform the public of the progress associated with the street light conversion project.
35. No additional staff resources will be required to implement the recommendation.

ENVIRONMENTAL MATTERS

36. The following environmental matters have been considered in the development of the recommendation:
 - a) A reduction of an estimated 5,413,464 kWh which is equivalent to a reduction in GHG emissions of 542 metric tonnes.

ALTERNATIVES

37. The following alternatives are available for consideration by General Committee:

Alternative #1

General Committee could choose to not authorize staff to sign an agreement with LAS and complete the project through a public procurement process

This alternative is not recommended as the City will not be able to finish the project in the prescribed timelines to qualify for the full incentive from the OPA and would be giving up opportunity savings in maintenance and electrical costs by delaying the project

Alternative #2

General Committee could alter the proposed recommendation by asking staff to investigate alternative providers to LAS and conduct an RFP to choose a project manager.

This alternative is not recommended as it would increase the risk that tasks would not be complete in the timelines available for the full incentive and would be giving up opportunity savings in maintenance and electrical costs by delaying the project.

FINANCIAL

38. Projected discounted cumulative cost avoidance for the LED conversion project over ten years is projected to be substantial (see appendix c):
- a) Self-Financed (debenture) option is projected to result in \$11.3M cost avoidance
 - b) Energy Performance Contract option is projected to result in \$7M cost avoidance
39. Based on anticipated capital cost of the project of \$4.83 million dollars the project will generate cost avoidance of \$6,911,947 in five years.
40. 2014 debt charges are 8.76% of total revenue. 2015 approved debt (2014 current debt and 2015 approved debt from capital plan) as a % of total revenue is 8.5%. To be conservative, assuming the OPA rebate is not received and the full \$4.83 million (the current recommended budget number including costs for LAS and for installation) is debentured in 2016, debt charges as a % of total revenue would increase from 8.5% up to 8.84%. Terms used in calculations: 3% interest rate, semi-annual payments, 5 year term.

LINKAGE TO 2010-2014 COUNCIL STRATEGIC PLAN

41. The recommendation(s) included in this Staff Report support the following goals identified in the 2010-2014 City Council Strategic Plan:
- ☒ Manage Growth and Protect the Environment
 - ☒ Strengthen Barrie's Financial Condition

42. As stated in the report, energy savings are estimated at 5,423,256 kWh per year, this represents a cost avoidance of \$11,300,000 over ten years (\$26,417,399 -\$15,101,793). LED street lights have an estimated twenty year life time and come with a ten year warranty which should significantly reduce maintenance costs for the streetlight system. The incentive of \$1,119,708 will be used to offset the borrowing costs of this project and represent the largest incentive ever approved by PowerStream.

Appendix A



January 8, 2015

Kevin Bradley
Director, Facilities & Transit
City of Barrie, Ontario
70 Collier Street
Barrie, Ontario
L4M 4T5

**Subject: Design, Upgrade and Transfer Agreement – Binding Letter of Intent
RealTerm Energy Corp.
The City of Barrie ("the Customer")**

Dear Mr. Bradley:

Pursuant to your recent discussions with Local Authority Services ("LAS"), RealTerm Energy Corp. (the "Company") is pleased to enter into this binding letter of intent ("LOI") with the Customer with respect to the proposed upgrade of your existing street lighting system to LED fixtures ("the Project").

**INVESTMENT
GRADE AUDIT:**

Within 150 days of the date of execution of this LOI by the Customer, the Company shall complete an Investment Grade Audit. Such audit shall verify the size, location and type of the Customer's existing street lights, energy invoices, maintenance invoices, and other detailed aspects of the Customer's street light system.

If the results of the Investment Grade Audit confirms annual energy savings of 67.7% (+/- 10%), the Company shall notify the Customer that the Project is viable (the "Proceed Notice") and the parties shall proceed with the negotiation of the Agreement as provided below. If the Customer does not proceed with such good faith negotiations with the Company, the Customer shall reimburse the Company for such reasonable costs and expenses incurred in performing the Investment Grade Audit and negotiating this LOI, to a maximum of \$137,000 within 30 days of receiving an invoice from the Company for such costs and expenses.

If, based upon valid information provided by the Customer to the Company, the results of the Investment Grade Audit (i) do not meet the Savings and/or (ii) demonstrate that the anticipated design of the Company cannot be utilized; the Customer and the Company shall enter into good faith negotiations to amend the Contract Price. If the parties have not been able to settle on an amended Contract Price and execute the Agreement prior to termination of this LOI pursuant to (ii) of the Termination section below, the Customer shall within 15 days of such termination reimburse the Company for 50% of the Company's



reasonable costs and expenses in performing the Investment Grade Audit and negotiating this LOI to a maximum of \$68,500 and, in return, the Company shall furnish all work materials related to the Investment Grade Audit to the Customer including a full GIS/GPS audit of the Customer's street lighting system. If, in the Company's opinion, acting reasonably, the Customer did not provide the Company with valid information, the Customer shall reimburse the Company for 100% of the Company's reasonable costs and expenses in performing the Investment Grade Audit and negotiating this LOI to a maximum of \$137,000 within 15 days of receiving an invoice from the Company for such costs and expenses.

CCDC 14:

Upon issuance of the Proceed Notice or upon determination of an amended Contract Price as provided above, the Customer and the Company shall act in good faith and use commercially reasonable efforts to conclude a CCDC 14 design-build stipulated price contract (the "Agreement"), an initial draft of which shall be provided by the Company. The parties agree that the following terms will be included in the Agreement:

TERM:

The Term of the Agreement shall be from the execution date of the Agreement to the Final Completion Date. The Final Completion Date shall be defined in the Agreement as the date that the Customer provides written notice to the Company that it accepts the Company's application for final completion of the work and certifies that final completion has occurred.

**SERVICES AND
EQUIPMENT:**

The Company agrees to replace the Customer's existing agreed upon lightning in the city with energy efficient equipment in accordance with the schedule and specifications set out in Schedule A. The New Equipment shall remain the sole and exclusive property of the Company until substantial performance (as defined in the *Construction Lien Act* (Ontario)) has occurred, at which time the New Equipment and all related warranties will be transferred and become the sole and exclusive property of the Customer for the duration of the Term.

CONTRACT PRICE: The Customer shall pay the Company the Contract Price for the design, supply and installation of the New Equipment. The Contract Price shall be as provided in Schedule B. The Customer shall make progress payments to the Company on account of the Contract Price when applied for by the Company and certified by the payment certifier.

INSURANCE:

In addition to the insurance the Customer shall carry which shall be specified in the Agreement, the Company shall insure the Company's interest in the energy efficient equipment and maintain public liability and property damage insurance during the Term. Such policies shall be written on a comprehensive basis with inclusive limits of not less than \$5,000,000 for bodily injury to any one or more persons or property damage, stock in trades and list the Customer as additional insured.

**MUNICIPAL FRANCHISE,
LICENCE OR EASEMENT:**

The Customer shall grant a license, easement or right-of-way giving the Company rights of access in the streets and rights to remove and replace existing lights.

CONFIDENTIALITY:

The Company and the Customer agree to maintain the strict confidential nature of this LOI and the negotiations with respect to the transaction proposed herein, including forms of contract. No public or other announcement of the existence or terms and conditions of this LOI shall be made by either party except in consultation with and subject to the approval of the other. The Company and the Customer agree to use all reasonable efforts to coordinate any disclosures concerning the proposed transaction.

TERMINATION:

This LOI shall terminate on the earlier of (i) immediately upon execution of the Agreement and (ii) six months after execution of this LOI by the Customer.

This letter will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable herein.

Should the above terms and conditions be acceptable to the Customer, please sign this letter in the area indicated below and return to my attention.

If you have any questions or require additional information, please do not hesitate to call me.

Thank you for allowing RealTerm Energy Corp. to address your request for an Energy Savings Proposal related to the retrofit of your existing municipal street lighting equipment.

Best regards,

REALTERM ENERGY CORP.



Sean Neely,
President

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SCHEDULE A – COMPANY’S SERVICES

1. Scope of Services

- System Design including a full GPS/GIS audit of the system.
- Supply Labour and Material to remove existing Customer street light fixtures.
- Disposal of existing Customer street light fixtures as per government standards including providing the Customer a “Declaration Letter” stating same.
- Supply Labour and Material to install the New Equipment.
- Inspect and repair or replace the existing wiring, fuses, or any other item other than the New Equipment as required. Cost to completely re-wire and re-fuse all fixtures along with 5% arm replacements are included. If the scope of work varies from this estimate then the work will be done on a cost recovery/returned basis.
- On a best efforts basis, work with the Local Distribution Company to modify their invoicing system to recognize the New Equipment.
- Administer the process to obtain all grants, subsidies or rebates that may be available from the Ontario Power Authority related to this Project.

2. Existing Equipment and New Equipment (“New Equipment”) Inventory and Specifications

OLD QTY	OLD FIXTURES	WATTS	TOTAL WATTS	NEW QTY	NEW FIXTURES	WATTS	TOTAL WATTS
300	HPS 70W	100	30,000	300	CREE - XSP-1 - 38W	38	11,400
5346	HPS 100W	130	694,980	5346	CREE - XSP-1 - 43W	43	229,878
2887	HPS 150W	196	565,852	2887	CREE - XSP-2 - 65W	65	187,655
594	HPS 200W	250	148,500	594	CREE - XSP-2 - 83W	83	49,302
1076	HPS 250W	305	328,180	1076	CREE - XSP-2 - 101W	101	108,676
266	HPS 400W	450	119,700	266	CREE - XSP-2L - 168W	168	44,688
10,469			1,887,212	10,469			631,599

3. Schedule of Services

Commencement Date: Within 90-days from execution of the Agreement.

Appendix B

Kevin –

See below. Formal pre-approval for the street lighting conversion.

Adam McMullin, B.A, C.E.M
Energy & Environmental Officer
Tel: 705-739-4220 ext. 5097

From: JeongWook Kim [<mailto:jeongwook.kim@powerstream.ca>]
Sent: Friday, December 19, 2014 2:33 PM
To: Adam McMullin
Cc: Barry Thompson; jbarten@amo.on.ca
Subject: FW: RETROFIT Application #136829 - 70 Collier, Barrie

Good afternoon Adam,

I just want to inform you that the street lighting application has been approved and you can proceed with the project now. As we anticipated, the pre-approved incentive is \$1,119,708.00

Let me know if you have any further questions regarding this project.

Thank you,

JW

From: Flora Hung
Sent: December-19-14 11:45 AM
To: Nathalie McLauchlin; JeongWook Kim
Subject: RE: RETROFIT Application #136829 - 70 Collier, Barrie

Hello,

Just to provide an update that this application is now Pre-approved for incentive \$1,119,708.00. (using new Dec 16th incentive levels)

JW: The customer can move forward with the project at any time.

Thanks,

Flora Hung
Conservation and Demand Management Program Coordinator
PowerStream Inc.
161 Cityview Blvd. Vaughan, ON L4H 0A9
P: 905.417.6900 Ext. 21094 · F: 905.303.4462
flora.hung@powerstream.ca

save **ON** energy
FOR BUSINESS

APPENDIX "C"



save on energy
RETROFIT PROGRAM

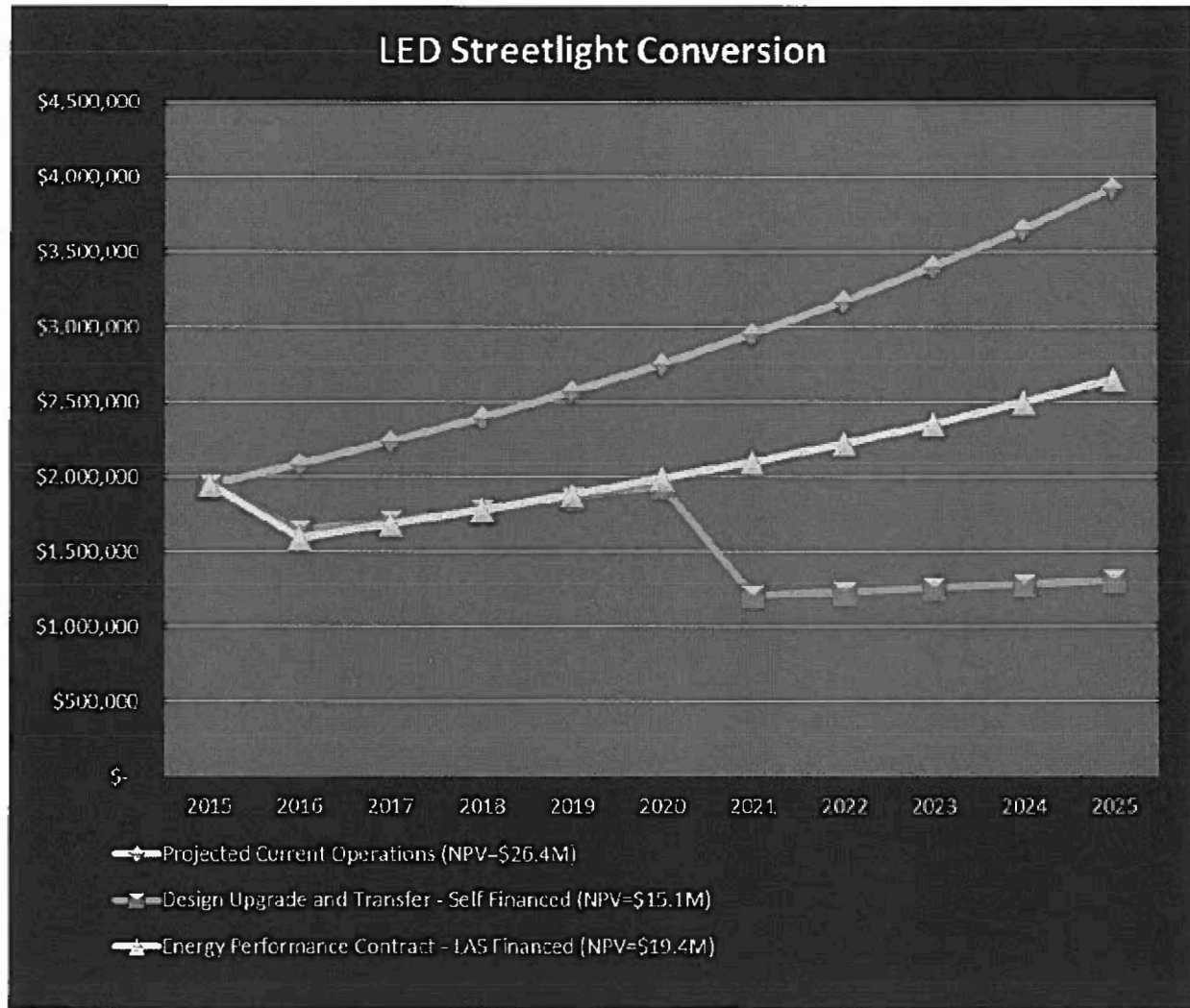
Participant Agreement

The Participant (being the "Applicant" in the Application) has applied for Participant Incentives, in respect of Eligible Costs, pursuant to the Application submitted to the LDC under the Equipment Replacement Incentive Initiative (the "Initiative"). All capitalized terms not defined herein will have the meanings in Schedule 1.

- 1) **PARTICIPANT INCENTIVE:** The LDC will, subject to the terms and conditions of this Participant Agreement and the Application, pay to the Participant a Participant Incentive for the implementation of each Project described in the approved Application. In addition to the other provisions hereof, payment of the Participant Incentive is subject to and conditional upon the following terms and conditions:
 - a) the Participant will implement each of the Projects described in the Application by each Project's project completion date provided in the Application and in no event after December 31, 2015;
 - b) the Participant will provide the LDC with evidence of the implementation and completion of each Project and verification of each Project's Eligible Costs, in the form of accounting records and contractor invoices, and any other evidence that the LDC may require, including visual inspections by the LDC;
 - c) the LDC will have the right in its absolute discretion to decide whether or not to accept or approve the evidence provided pursuant to Section 1(b); and
 - d) the Participant will provide an invoice to the LDC for the Participant Incentive no later than 150 days following project completion.
- 2) **AMOUNT AND FORM OF PARTICIPANT INCENTIVE:** The Participant acknowledges that the total amount of the estimated Participant Incentives set forth in the Application is based upon estimated demand savings, estimated electricity savings and estimated Eligible Costs based on the Application and, subject to the following, will be the maximum amount payable hereunder. Upon the completion and verification of each Project, the LDC will recalculate the amount of the Participant Incentive based upon the best available information at such time subject, however to the limitation that the recalculated Participant Incentive may not be more than 10% greater than the estimated Participant Incentive in the Application. A Participant may however submit an Application to amend the scope of a Project prior to the completion of that Project, where such change in Project will result in a greater than 10% increase to the Participant Incentive. The total amount of the Participant Incentives determined by the LDC will be paid by the LDC as a lump sum payment, on the later of:
 - a) for Projects that do not require the completion and approval of a Final Evaluation and Incentive Report (as defined in Section 9(c)), within 90 days after the completion of the last of such Projects, and any post-project site visits and inspections required in respect thereof, is completed; and
 - b) for Projects that require the completion and approval of a Final Evaluation and Incentive Report, within 90 days of the completion of the last of such Projects and of the last of such Final Evaluation and Incentive Reports being finalized;

APPENDIX "D"

Utility Maintenance and Debt Charges comparison



Discounted savings over 10 years:

Self-Financed is \$11.3M (26M - 15.1M)

Energy Performance Contract is \$7M (26.4M - 19.4M)

Assumptions:

- 8% increase per annum in hydro costs
- 3% increase per annum in maintenance costs
- Debt Terms: 5 years, 3% semi-annual interest payment
- 100% replacement of street light bulbs to LED lights by December 31 2015

TO: GENERAL COMMITTEE

SUBJECT: STREET LIGHT CONVERSION TO LED

WARD: ALL

PREPARED BY AND KEY CONTACT: B. THOMPSON, C.E.T., C.E.M.,
MANAGER OF ENERGY EXT. 4557 

SUBMITTED BY: K. BRADLEY, MLA, BA,
DIRECTOR OF FACILITIES AND TRANSIT 

GENERAL MANAGER APPROVAL R. FORWARD, MBA, MSC, P. ENG,
GENERAL MANAGER OF INFRASTRUCTURE AND GROWTH
MANAGEMENT 

CHIEF ADMINISTRATIVE OFFICER APPROVAL: C. LADD, CHIEF ADMINISTRATIVE OFFICER 

RECOMMENDED MOTION

1. That the pre-approval of the incentive payment of \$1,119,708 from the Ontario Power Authority through the SaveONenergy program be received for input into the business case as outlined in the financial section of Staff Report FCT002-15.
2. That the Mayor and City Clerk be authorized to sign a Letter of Intent with RealTerm Energy (see Appendix A), the Local Authority Services (LAS) project partner, for an Investment Grade Audit related to a Light Emitting Diode (LED) street light conversion project for the City of Barrie, such document to be in a form satisfactory to the Director of Legal Services and based on the following general terms and conditions:
 - a) That RealTerm Energy be paid \$137,000 for the completion of the Investment Grade Audit including the provision of a GIS data base of all existing street lights, new LED lighting design based on the Provincial lighting standards and an estimated cost for the completion of the LED replacement project.
3. That, should the Investment Grade Audit results support the implementation of the conversion street light project in accordance with the initial business case, the RealTerm Energy fee for the Audit be waived and that LAS and their partner, RealTerm Energy be retained to provide the following Project Management Services with a contract value of \$3,307,568:
 - i) Assistance in the development of specifications associated with the procurement of qualified street lighting installation companies;
 - ii) Provision of training to street light installation companies to ensure that the Audit results are achieved;
 - iii) Provision of the LED street lights required by the design plan; and

- iv) Management of the removal and disposal of the existing street lights and the installation of the LED street lights, to be completed by December 31, 2015.
4. That the Light Emitting Diode (LED) street light conversion project with an initial financial investment of \$5,000,000 be pre-approved as part of the 2015 Capital Plan, to be funded through the issuance of debentures with an anticipated benefit to the Corporation of \$11,300,000 in cost avoidance over the next ten years in energy and maintenance costs.
5. That the Director of Finance be authorized to issue a 5-year debenture for the LED Street light conversion project in 2016 for up to \$5,000,000.
6. That the Mayor and Clerk be authorized to execute a contract with LAS for the delivery of the Project Management Services identified in paragraph 3.
7. That staff be authorized to amend the City of Barrie street light standards to require LED technology only for street lights in the future.

PURPOSE & BACKGROUND

Report Overview

8. The purpose of this staff report is to provide Council with a business case to:
 - a) seek Council authorization to execute a Letter of Intent to conduct an Investment Grade Audit with RealTerm Energy, the project partner of Local Authority Services (LAS),
 - b) to seek pre-approval for the project to be included in the 2015 Business Plan, and
 - c) seek authorization to sign a project management contract with LAS for the full conversion of the City's streetlights to LED if the results of the Investment Grade Audit are acceptable and meet the financial limits set out in this Staff Report. The Investment Grade Audit will include the following items:
 - GPS study of complete street light system
 - GIS data base and map of complete street light system based on GPS study
 - Complete street by street lighting design to City of Barrie standards.
9. On September 10, 2012 Council adopted Motion 12-G-233

"That staff in the Engineering Department, together with the Environmental Officer, investigate the potential of replicating the Town of Welland's LED streetlight replacement program in Barrie, which is projected to result in more than \$2.4M in savings to the municipality, through reduced energy use and reduced replacement costs, and report back to General Committee."
10. In 2013, an Expression of Interest (EOI) for the supply of LED street lights to replace existing High Pressure sodium street lights was conducted with Purchasing to develop a potential business case for the project. Eight submissions were received and a business case, based on energy savings and costs for bulbs received in the EOI along with estimations for project management and installation, were used to develop the business case.

11. Based on the business case developed, the project had been proposed as a capital project in 2014 and was not approved at the staff level due to other competing City capital priorities.
12. The Ontario Power Authority (OPA) is responsible for developing incentive programs to lower the payback on energy reduction projects. In late summer 2014, the OPA introduced a new incentive program specific to LED exterior lighting. The program offers prescribed dollar amounts for conversion to LED bulbs based on the wattage of the LED bulbs.
13. City staff in the Energy Management Branch of the Facilities and Transit Department applied for the incentive on December 16, 2014 and received pre-approval (attached Appendix B) on December 19, 2014 for an incentive in the amount of \$1,119,708.
14. There are terms and conditions to the OPA incentive, with the key condition being that all work must be completed by December 31, 2015 in order to receive the full incentive (application Appendix C).
15. During 2015 budget deliberations it was suggested that Facilities and Transit investigate alternate forms of financing the street light conversion and that AMO subsidiary LAS offered a program that should be investigated.
16. LAS was created in 1992 by the Association of Municipalities of Ontario (AMO) as a wholly owned subsidiary company. LAS is incorporated as a not-for-profit organization under the laws of Canada and is mandated to work with Ontario municipalities, as well as organizations from the broader public sector, to help realize lower costs, higher revenues, and enhanced staff capacity, through co-operative procurement efforts and innovative training, programs, and services. The City of Barrie is currently a member of AMO.
17. LAS is currently offering a street light program for municipalities. There are two paths municipalities can choose from:
 - a) A turnkey approach known as an Energy Performance Contract, where LAS and their partner RealTerm Energy provide funding, project management, LED lights, installation and maintenance for a ten year period, during which energy and maintenance savings are shared by LAS and RealTerm energy and the municipality typically for ten years.
 - b) LAS Design, Upgrade and Transfer, which includes;
 - i) A streetlight design for every street to the Provincial Standard for streetlight illumination levels RP-8.
 - ii) Conduct a GPS survey of the street light system that contains all pertinent asset data for the pole and fixture;
 - iii) Supply and purchase of the LED fixtures (through an RFP process done by LAS)
 - iv) Manage the installation of the lights (through an RFQ process by either the customer or LAS).

This work is done for a contracted price. At the conclusion of the installation all data used to design the streetlight system is turned over to the municipality and the municipality keeps 100% of any energy and maintenance savings and is responsible for maintenance of the LED system.

18. LAS/RealTerm energy provided a preliminary budget of \$3,307,568 (not including installation) and estimated savings to complete the street light conversion in Barrie using their two options.
19. A financial analysis was conducted by City Performance Analysts of four different options (do nothing, two LAS program options, and a phased approach using tax capital funding) and found that the LAS Design, Upgrade and Transfer Program would result in a net benefit of \$11.3 million versus a do nothing state, and was approximately \$4 million higher than the net benefit of the Energy Performance Contract (Turn Key approach), the next best option.
20. It was determined there would be no cost difference if the City of Barrie led the RFQ for installation of the street light system versus using LAS to help establish the technical specifications and providing full field and project management services. By pre-qualifying installers while the Investment Grade Audit is underway, the installation RFQ can then be released to the market immediately to a short-list of contractors when/if a contract is signed with LAS and the timelines required to complete the project by December 31, 2015 still be met.
21. A single source request was approved to retain LAS/RealTerm Energy based on Sole or Single source request form 2015-S001 on January 9, 2015 in accordance with Procurement By-law 2013-073.

ANALYSIS

22. LED street lights are projected to reduce energy use by 67%, and maintenance costs by 80% per year (LED lights come with a ten year warranty). Projected costs of the various options reviewed are:
 - a) The cost to operate and maintain the street light system with expected inflation over ten years if we do nothing is \$26,417,399
 - b) The cost to operate and maintain the street light system with expected inflation over ten years under the LAS Energy Performance Contract (Turn Key) is \$19,442,138.
 - c) The recommended solution the LAS Design, Upgrade and Transfer program has a cost to operate the streetlight system with expected inflation over ten years of \$15,101,793
23. If the project is completed by December 31, 2015, the City of Barrie will be eligible for an incentive from the OPA of \$1,119,708 (pre-approval granted December 19, 2015). This incentive, if received, will be used to offset the total cost of borrowing. (preapproval email Appendix B). If the project is not complete by December 31, 2015 staff will apply for an incentive for the percentage of the conversion that is complete.
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- Develop a pre-qualification RFP for the installation of the street light conversion
 - Review LAS Investment Grade Audit

If the business case as presented by LAS is acceptable:

- Short list the pre-qualification to all acceptable installers
- Develop an RFQ for the installation of the LED lights, for all prequalified bidders
- Award the RFQ to the low qualified bidder
- Work with PowerStream to have street light billing altered as installation progresses
- Work with PowerStream to ensure all information is provided for the OPA incentive.

If Investment Grade Audit business case is not acceptable:

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 - a) A reduction of an estimated 5,413,464 kWh which is equivalent to a reduction in GHG emissions of 542 metric tonnes.

ALTERNATIVES

37. The following alternatives are available for consideration by General Committee:

Alternative #1

General Committee could choose to not authorize staff to sign an agreement with LAS and complete the project through a public procurement process

This alternative is not recommended as the City will not be able to finish the project in the prescribed timelines to qualify for the full incentive from the OPA and would be giving up opportunity savings in maintenance and electrical costs by delaying the project

Alternative #2

General Committee could alter the proposed recommendation by asking staff to investigate alternative providers to LAS and conduct an RFP to choose a project manager.

This alternative is not recommended as it would increase the risk that tasks would not be complete in the timelines available for the full incentive and would be giving up opportunity savings in maintenance and electrical costs by delaying the project.

FINANCIAL

38. Projected discounted cumulative cost avoidance for the LED conversion project over ten years is projected to be substantial (see appendix c):
- a) Self-Financed (debenture) option is projected to result in \$11.3M cost avoidance
 - b) Energy Performance Contract option is projected to result in \$7M cost avoidance
39. Based on anticipated capital cost of the project of \$4.83 million dollars the project will generate cost avoidance of \$6,911,947 in five years.
40. 2014 debt charges are 8.76% of total revenue. 2015 approved debt (2014 current debt and 2015 approved debt from capital plan) as a % of total revenue is 8.5%. To be conservative, assuming the OPA rebate is not received and the full \$4.83 million (the current recommended budget number including costs for LAS and for installation) is debentured in 2016, debt charges as a % of total revenue would increase from 8.5% up to 8.84%. Terms used in calculations: 3% interest rate, semi-annual payments, 5 year term.

LINKAGE TO 2010-2014 COUNCIL STRATEGIC PLAN

41. The recommendation(s) included in this Staff Report support the following goals identified in the 2010-2014 City Council Strategic Plan:
- ☒ Manage Growth and Protect the Environment
 - ☒ Strengthen Barrie's Financial Condition

42. As stated in the report, energy savings are estimated at 5,423,256 kWh per year, this represents a cost avoidance of \$11,300,000 over ten years (\$26,417,399 -\$15,101,793). LED street lights have an estimated twenty year life time and come with a ten year warranty which should significantly reduce maintenance costs for the streetlight system. The incentive of \$1,119,708 will be used to offset the borrowing costs of this project and represent the largest incentive ever approved by PowerStream.

Appendix A



January 8, 2015

Kevin Bradley
Director, Facilities & Transit
City of Barrie, Ontario
70 Collier Street
Barrie, Ontario
L4M 4T5

Subject: Design, Upgrade and Transfer Agreement – Binding Letter of Intent
RealTerm Energy Corp.
The City of Barrie ("the Customer")

Dear Mr. Bradley:

Pursuant to your recent discussions with Local Authority Services ("LAS"), RealTerm Energy Corp. (the "Company") is pleased to enter into this binding letter of intent ("LOI") with the Customer with respect to the proposed upgrade of your existing street lighting system to LED fixtures ("the Project").

**INVESTMENT
GRADE AUDIT:**

Within 150 days of the date of execution of this LOI by the Customer, the Company shall complete an Investment Grade Audit. Such audit shall verify the size, location and type of the Customer's existing street lights, energy invoices, maintenance invoices, and other detailed aspects of the Customer's street light system.

If the results of the Investment Grade Audit confirms annual energy savings of 67.7% (+/- 10%), the Company shall notify the Customer that the Project is viable (the "Proceed Notice") and the parties shall proceed with the negotiation of the Agreement as provided below. If the Customer does not proceed with such good faith negotiations with the Company, the Customer shall reimburse the Company for such reasonable costs and expenses incurred in performing the Investment Grade Audit and negotiating this LOI, to a maximum of \$137,000 within 30 days of receiving an invoice from the Company for such costs and expenses.

If, based upon valid information provided by the Customer to the Company, the results of the Investment Grade Audit (i) do not meet the Savings and/or (ii) demonstrate that the anticipated design of the Company cannot be utilized; the Customer and the Company shall enter into good faith negotiations to amend the Contract Price. If the parties have not been able to settle on an amended Contract Price and execute the Agreement prior to termination of this LOI pursuant to (ii) of the Termination section below, the Customer shall within 15 days of such termination reimburse the Company for 50% of the Company's



reasonable costs and expenses in performing the Investment Grade Audit and negotiating this LOI to a maximum of \$68,500 and, in return, the Company shall furnish all work materials related to the Investment Grade Audit to the Customer including a full GIS/GPS audit of the Customer's street lighting system. If, in the Company's opinion, acting reasonably, the Customer did not provide the Company with valid information, the Customer shall reimburse the Company for 100% of the Company's reasonable costs and expenses in performing the Investment Grade Audit and negotiating this LOI to a maximum of \$137,000 within 15 days of receiving an invoice from the Company for such costs and expenses.

CCDC 14:

Upon issuance of the Proceed Notice or upon determination of an amended Contract Price as provided above, the Customer and the Company shall act in good faith and use commercially reasonable efforts to conclude a CCDC 14 design-build stipulated price contract (the "Agreement"), an initial draft of which shall be provided by the Company. The parties agree that the following terms will be included in the Agreement:

TERM:

The Term of the Agreement shall be from the execution date of the Agreement to the Final Completion Date. The Final Completion Date shall be defined in the Agreement as the date that the Customer provides written notice to the Company that it accepts the Company's application for final completion of the work and certifies that final completion has occurred.

**SERVICES AND
EQUIPMENT:**

The Company agrees to replace the Customer's existing agreed upon lightning in the city with energy efficient equipment in accordance with the schedule and specifications set out in Schedule A. The New Equipment shall remain the sole and exclusive property of the Company until substantial performance (as defined in the *Construction Lien Act* (Ontario)) has occurred, at which time the New Equipment and all related warranties will be transferred and become the sole and exclusive property of the Customer for the duration of the Term.

CONTRACT PRICE:

The Customer shall pay the Company the Contract Price for the design, supply and installation of the New Equipment. The Contract Price shall be as provided in Schedule B. The Customer shall make progress payments to the Company on account of the Contract Price when applied for by the Company and certified by the payment certifier.

INSURANCE:

In addition to the insurance the Customer shall carry which shall be specified in the Agreement, the Company shall insure the Company's interest in the energy efficient equipment and maintain public liability and property damage insurance during the Term. Such policies shall be written on a comprehensive basis with inclusive limits of not less than \$5,000,000 for bodily injury to any one or more persons or property damage, stock in trades and list the Customer as additional insured.

**MUNICIPAL FRANCHISE,
LICENCE OR EASEMENT:**

The Customer shall grant a license, easement or right-of-way giving the Company rights of access in the streets and rights to remove and replace existing lights.

CONFIDENTIALITY:

The Company and the Customer agree to maintain the strict confidential nature of this LOI and the negotiations with respect to the transaction proposed herein, including forms of contract. No public or other announcement of the existence or terms and conditions of this LOI shall be made by either party except in consultation with and subject to the approval of the other. The Company and the Customer agree to use all reasonable efforts to coordinate any disclosures concerning the proposed transaction.

TERMINATION:

This LOI shall terminate on the earlier of (i) immediately upon execution of the Agreement and (ii) six months after execution of this LOI by the Customer.

This letter will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable herein.

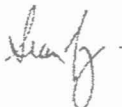
Should the above terms and conditions be acceptable to the Customer, please sign this letter in the area indicated below and return to my attention.

If you have any questions or require additional information, please do not hesitate to call me.

Thank you for allowing RealTerm Energy Corp. to address your request for an Energy Savings Proposal related to the retrofit of your existing municipal street lighting equipment.

Best regards,

REALTERM ENERGY CORP.



Sean Neely,
President

3 | Page



SCHEDULE A – COMPANY’S SERVICES

1. Scope of Services

- System Design including a full GPS/GIS audit of the system.
- Supply Labour and Material to remove existing Customer street light fixtures.
- Disposal of existing Customer street light fixtures as per government standards including providing the Customer a “Declaration Letter” stating same.
- Supply Labour and Material to install the New Equipment.
- Inspect and repair or replace the existing wiring, fuses, or any other item other than the New Equipment as required. Cost to completely re-wire and re-fuse all fixtures along with 5% arm replacements are included. If the scope of work varies from this estimate then the work will be done on a cost recovery/returned basis.
- On a best efforts basis, work with the Local Distribution Company to modify their invoicing system to recognize the New Equipment.
- Administer the process to obtain all grants, subsidies or rebates that may be available from the Ontario Power Authority related to this Project.

2. Existing Equipment and New Equipment (“New Equipment”) Inventory and Specifications

OLD QTY	OLD FIXTURES	WATTS	TOTAL WATTS	NEW QTY	NEW FIXTURES	WATTS	TOTAL WATTS
300	HPS 70W	100	30,000	300	CREE - XSP-1 - 38W	38	11,400
5346	HPS 100W	130	694,980	5346	CREE - XSP-1 - 43W	43	229,878
2887	HPS 150W	196	565,852	2887	CREE - XSP-2 - 65W	65	187,655
594	HPS 200W	250	148,500	594	CREE - XSP-2 - 83W	83	49,302
1076	HPS 250W	305	328,180	1076	CREE - XSP-2 - 101W	101	108,676
266	HPS 400W	450	119,700	266	CREE - XSP-2L - 168W	168	44,688
10,469			1,887,212	10,469			631,599

3. Schedule of Services

Commencement Date: Within 90-days from execution of the Agreement.

Appendix B

Kevin –

See below. Formal pre-approval for the street lighting conversion.

Adam McMullin, B.A, C.E.M
Energy & Environmental Officer
Tel: 705-739-4220 ext. 5097

From: JeongWook Kim [<mailto:jeongwook.kim@powerstream.ca>]
Sent: Friday, December 19, 2014 2:33 PM
To: Adam McMullin
Cc: Barry Thompson; jbarten@amo.on.ca
Subject: FW: RETROFIT Application #136829 - 70 Collier, Barrie

Good afternoon Adam,

I just want to inform you that the street lighting application has been approved and you can proceed with the project now. As we anticipated, the pre-approved incentive is \$1,119,708.00

Let me know if you have any further questions regarding this project.

Thank you,

JW

From: Flora Hung
Sent: December-19-14 11:45 AM
To: Nathalie McLauchlin; JeongWook Kim
Subject: RE: RETROFIT Application #136829 - 70 Collier, Barrie

Hello,

Just to provide an update that this application is now Pre-approved for incentive \$1,119,708.00. (using new Dec 16th incentive levels)

JW: The customer can move forward with the project at any time.

Thanks,

Flora Hung
Conservation and Demand Management Program Coordinator
PowerStream Inc.
161 Cityview Blvd. Vaughan, ON L4H 0A9
P: 905.417.6900 Ext. 21094 · F: 905.303.4462
flora.hung@powerstream.ca

save **ON** energy
FOR BUSINESS

APPENDIX "C"



save on energy
RETROFIT PROGRAM

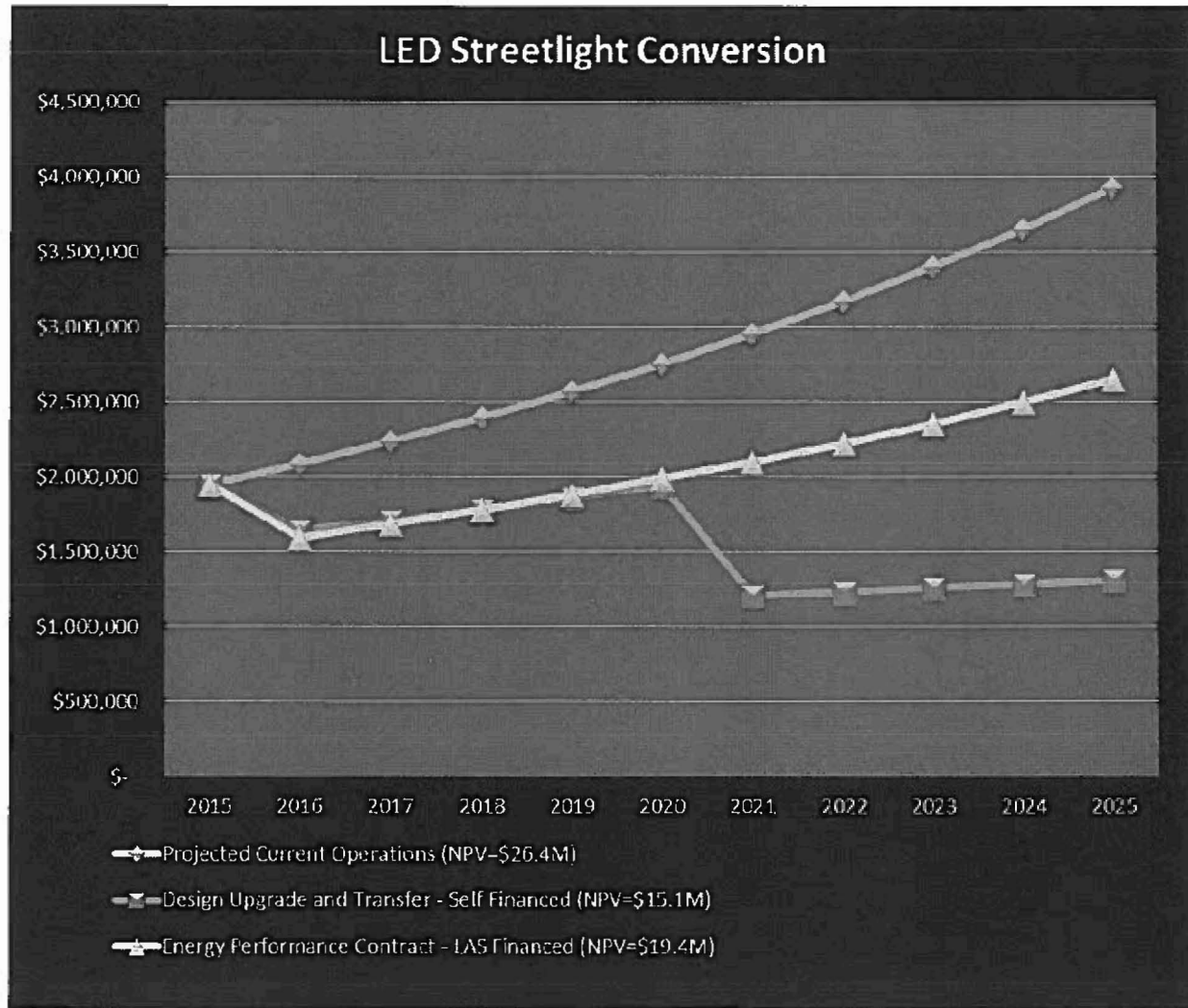
Participant Agreement

The Participant (being the "Applicant" in the Application) has applied for Participant Incentives, in respect of Eligible Costs, pursuant to the Application submitted to the LDC under the Equipment Replacement Incentive Initiative (the "Initiative"). All capitalized terms not defined herein will have the meanings in Schedule 1.

- 1) **PARTICIPANT INCENTIVE:** The LDC will, subject to the terms and conditions of this Participant Agreement and the Application, pay to the Participant a Participant Incentive for the implementation of each Project described in the approved Application. In addition to the other provisions hereof, payment of the Participant Incentive is subject to and conditional upon the following terms and conditions:
 - a) the Participant will implement each of the Projects described in the Application by each Project's project completion date provided in the Application and in no event after December 31, 2015;
 - b) the Participant will provide the LDC with evidence of the implementation and completion of each Project and verification of each Project's Eligible Costs, in the form of accounting records and contractor invoices, and any other evidence that the LDC may require, including visual inspections by the LDC;
 - c) the LDC will have the right in its absolute discretion to decide whether or not to accept or approve the evidence provided pursuant to Section 1(b); and
 - d) the Participant will provide an invoice to the LDC for the Participant Incentive no later than 150 days following project completion.
- 2) **AMOUNT AND FORM OF PARTICIPANT INCENTIVE:** The Participant acknowledges that the total amount of the estimated Participant Incentives set forth in the Application is based upon estimated demand savings, estimated electricity savings and estimated Eligible Costs based on the Application and, subject to the following, will be the maximum amount payable hereunder. Upon the completion and verification of each Project, the LDC will recalculate the amount of the Participant Incentive based upon the best available information at such time subject, however to the limitation that the recalculated Participant Incentive may not be more than 10% greater than the estimated Participant Incentive in the Application. A Participant may however submit an Application to amend the scope of a Project prior to the completion of that Project, where such change in Project will result in a greater than 10% increase to the Participant Incentive. The total amount of the Participant Incentives determined by the LDC will be paid by the LDC as a lump sum payment, on the later of:
 - a) for Projects that do not require the completion and approval of a Final Evaluation and Incentive Report (as defined in Section 9(c)), within 90 days after the completion of the last of such Projects, and any post-project site visits and inspections required in respect thereof, is completed; and
 - b) for Projects that require the completion and approval of a Final Evaluation and Incentive Report, within 90 days of the completion of the last of such Projects and of the last of such Final Evaluation and Incentive Reports being finalized;

APPENDIX "D"

Utility Maintenance and Debt Charges comparison



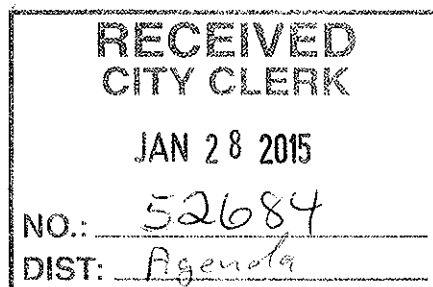
Discounted savings over 10 years:

Self-Financed is \$11.3M (26M - 15.1M)

Energy Performance Contract is \$7M (26.4M - 19.4M)

Assumptions:

- 8% increase per annum in hydro costs
- 3% increase per annum in maintenance costs
- Debt Terms: 5 years, 3% semi-annual interest payment
- 100% replacement of street light bulbs to LED lights by December 31 2015



28 January 2015

Delegation at
Pointe des Chenes
and SSM

To: Mr. Malcolm White, City Clerk
Mr. Christian Provenzano, Mayor of SSM
Ms. Lisa Bell, Assistant to the Mayor
Members of Council: Ward 1: Mr. Butland and Mr. Christian
Ward 2: Mr. Sheehan and Ms. Myers
Ward 3: Ms. Hupponen and Mr. Shoemaker
Ward 4: Mr. Niro and Mr. Turco
Ward 5: Mr. Bruni and Mr. Fata
Ward 6: Mr. Krmpotich and Mr. Romano

RE: The re-installation of warning lights at Airport Road and Base Line

On or about 3 December 2014 this issue was expressed to Aldermen. At the 26 January 2015, City Council meeting, a motion was passed to study this intersection. Aldermen or Councillors are elected municipal officers who represent the will of the people. The intersection may indeed meet all minimum safety standards of the MTO and Ontario Traffic Manual Guidelines and yet still be of dangerous concern due to the unique situation of the area. Please see the attached MTO engineering report of the intersection.

The intersection in question is in Ward 6, however, every citizen in every Ward, and every person in the surrounding area who drive: to visit family or friends; to their home, cottage or camp; to the Airport; to Pointe des Chenes Public Beach; to New North Greenhouse; to Runway Park; or to the campgrounds – ARE AT RISK!

Airport Road has a speed limit of 80 km, as does Highway 565 leading to the intersection from Second Line. The lay of the land finds the Base Line east/west intersection in a dip, in a hidden valley. Cars travelling north and south on Airport Road/Highway 565 need to know of the potential of a quick slow down ahead due to weather conditions and /or other vehicles making the turns or proceeding through the intersection. From Base Line, the turn onto Airport Road may look clear, only to have vehicles appear out of “nowhere”, and recently, at very high speeds as they come down the valley hill. No passing should be undertaken by north and south traffic at the approach to, or while descending into the valley, because the cars in front may be invisible to them for a moment. Vehicles may be slowing to turn or to allow someone turning from or onto the road the time to negotiate the dangerous intersection.

Historically, before Korah amalgamated with the City in 1965, this intersection was studied in or about 1957 and the finding should be honoured by today's SSM Council. The original marking of the intersection was due to the death of a young mother, Dorothy Merritt, nee Gartshore. The light has been flashing for about 50 years and is a beacon to all drivers, in all weather conditions, in all seasons. Since the lights removal in November 2014, we do not feel safe nor is the intersection marked well enough for traffic, bicycles and pedestrians to be safe at that site. Drivers absolutely need the flashing light to remind them to slow down!

In the press release in SooToday, by Ms. Carol Martin, on or about 27 January 2015, Commissioner

Girardi mentioned that two yellow solar flashing light might be installed at the top of the hills with the signage of the intersection ahead. This is better than nothing. Ultimately, the four way flashing light is preferred, as it is the most visible to all directions. We, the people, are not safe. The light was removed when Base Line was reopened after the five month closure for the expansion of one of the single lane bridges to a double lane bridge. Red solar lights were placed at the east/west stop signs at that time. With the high snow banks, these lights are hard to see upon the hilly twisted road approach. The historical flashing lights were high above the intersection for all to see, from all directions, at all elevations, and from quite a distance.

This intersection is an accident waiting to happen again. Please re-install our safety warning light at Airport Road and Base Line, without any further delay or jurisdiction conflicts over who is to pay for this replacement light. They can be found on the internet and our twin city Soo Michigan would surely be pleased to help find a light.

Public Safety is Everyone's Responsibility!

This delegation would now respectfully request the ability to speak on this issue at the City Meeting when the study is presented. Thank you.

Yours Truly,

KIM CARTER Kim Carter 327 des Chenes Drive

PETE RIVET 540 COOPER Pete Rivet

DIANE ACTON 33 POINTE DES CHENES CR. Diane Acton

DEAN MATTHEWS 263 POINTE DES CHENES CR. Dean Matthews

Lori Matthews 263 Pointe Des Chenes Cr. Lori Matthews

MAGDA WALKER 231 Pointe des Chenes Cr. Magda Walker

LESLIE WILSON L Wilson 183 Des Chenes Dr.

HAREN MARLEY H Marley 17 Pointe Des Chenes Crescent.

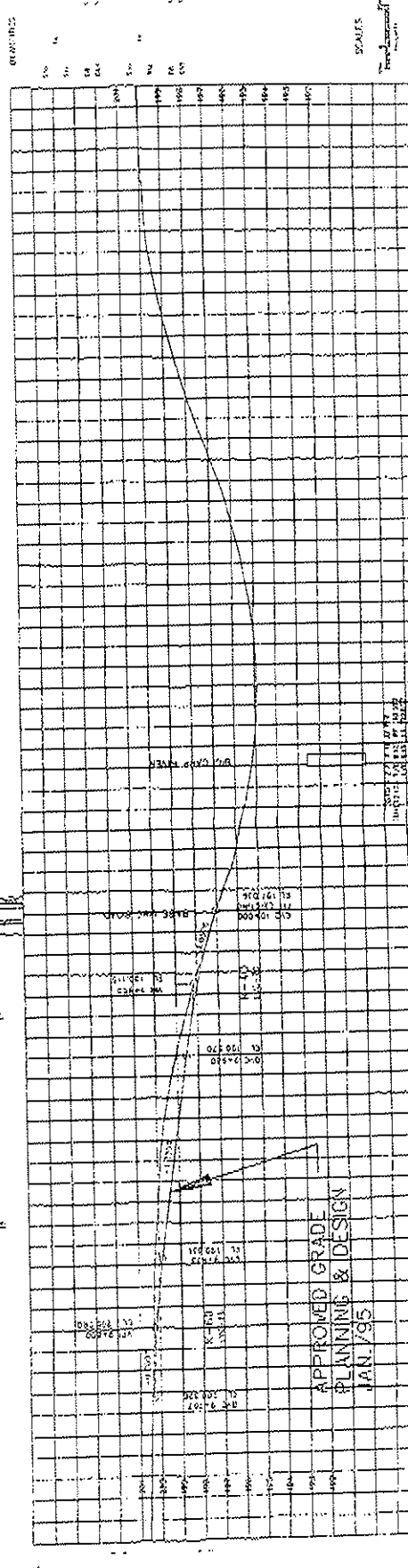
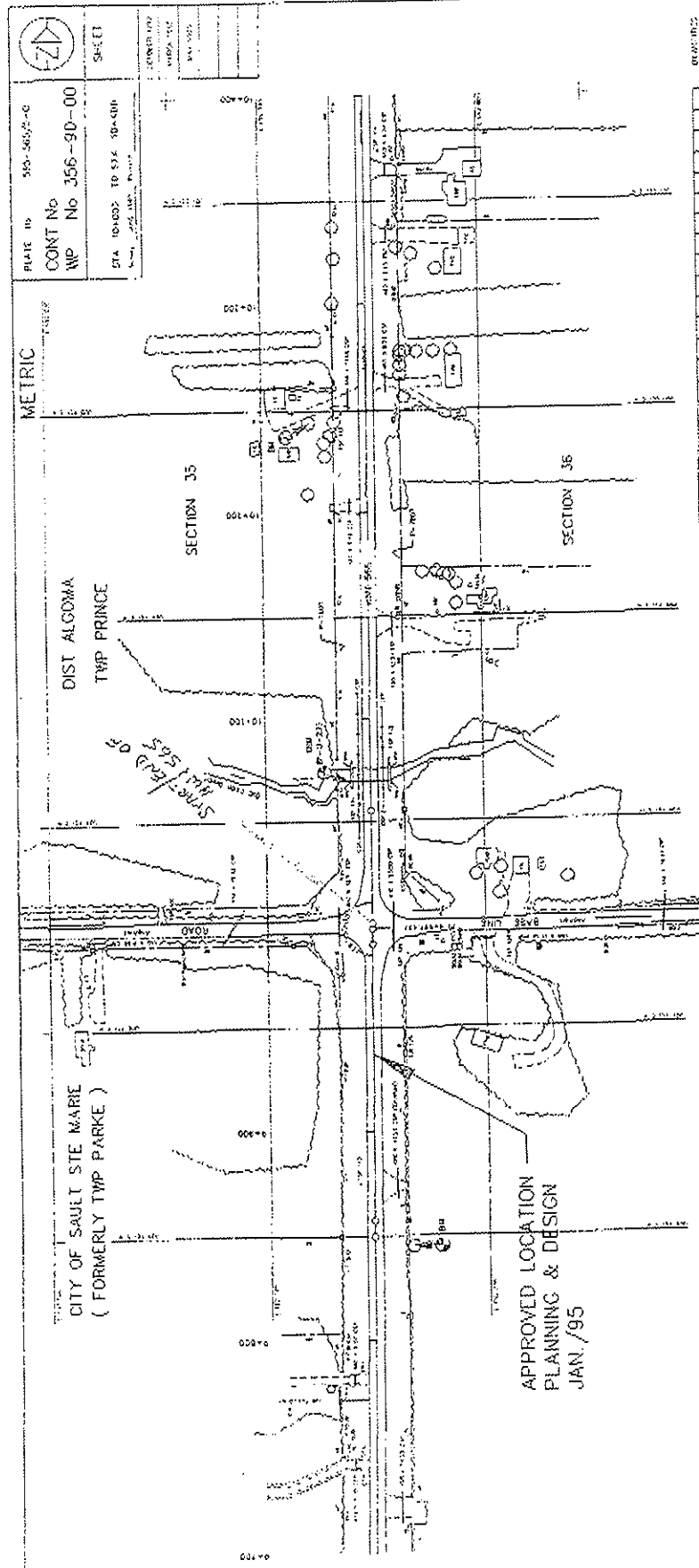
W Paul

William Paul 17 Pointe des Chenes Crescent

HENDRICKUS + JOHANA VAN DENZEN Hendrickus + Johanna Van Denzen
4-574 AIRPORT RD Mary Carter

MARY CARTER 375 TRUNK RD

ANNA CAVALIERE 61 HIGHCREST LT Anna Cavaliere



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-8

EASEMENT: (PR1.22) A by-law to authorize the acquisition of an Easement by the City from Robert Gordon McCoull and Crystal McCoull, over a portion of their property at 59 Creery Avenue, being legally described as PCL 9154 SEC AWS; LT 2 PL M381 ST. MARY'S (PIN 31523-0123 LT) for a sanitary sewer.

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 City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to any documents necessary to give effect to the easement to the City from Robert Gordon McCoull and Crystal McCoull, over a portion of their property at 59 Creery Avenue, being legally described as PCL 9154 SEC AWS; LT 2 PL M381 ST. MARY'S; SAULT STE. MARIE for a sanitary sewer with the terms and conditions described in Schedule "A" attached.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 9th day of February, 2015.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-27

AGREEMENT: (F2.8) A by-law to authorize the execution of an agreement between the City and Cambrian College to continue a preceptor partnership with Cambrian College where they place students with City paramedics to complete their program requirements.

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 Cambrian College to continue a preceptor partnership with Cambrian College where they place students with City paramedics to complete their program requirements, a copy of which is attached as Schedule "A" hereto.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 9th day of February, 2015.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

CAMBRIAN COLLEGE PRIMARY CARE PARAMEDIC/ADVANCED CARE PARAMEDIC PRECEPTORSHIP PLACEMENT AGREEMENT

This Agreement made this 15th day of December 2014

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(herein referred to as the "City")
-and-

CAMBRIAN COLLEGE
(hereinafter the "College")

WHEREAS the City/Service operates an emergency medical service service, within the geographic area of that geographic area;

AND WHEREAS the College offers a program of study for the training of paramedics (PRIMARY CARE PARAMEDIC/ADVANCED CARE PARAMEDIC) to students in the Province of Ontario;

AND WHEREAS the College desires to affiliate with the City/Service to provide its students with preceptorship experience that may be offered by the City/Service;

AND WHEREAS the College has requested and the City/Service has agreed to provide the opportunity to obtain preceptorship experience required by the students for their training at the College, subject to the availability of preceptors;

NOW THEREFORE in consideration of the mutual terms and conditions set out herein, the sufficiency of which is mutually acknowledged, the parties agree as follows:

1.0 INTERPRETATION

Definitions

1.1 For the purposes of construing this Agreement, the following expressions shall have the following meanings,

"Agreement" means this Agreement and all schedules and all future amendments to the Agreement.

"Preceptorship Placement Coordinator" means a representative of the College who coordinates the field placements for the students on behalf of the College;

"Preceptor" means a paramedic employed by the City/Service who has agreed to provide one or more students with experience in a work or field placement pursuant to the terms of this Agreement.

"Scholastic Years" means the year commencing in September of one year and finishing at the end of August in the following year;

"Student" means a person enrolled in the College's Primary Care Paramedic or Advanced Care Paramedic program and assigned a field preceptorship with the City/Service to obtain clinical experience pursuant to the terms and conditions of this Agreement;

2.0 IMPLEMENTATION

Term & Renewal

- 2.1. This agreement shall be in effect from January 1, 2015 to December 31, 2019 and remain in existence unless terminated by either party in accordance with the provisions of this Agreement.

Termination

- 2.2 Either party may provide written notice of termination of this Agreement by giving the other party at least three (3) months' notice of termination. In the event that the date of termination would prevent a student from completing a work or field placement, the notice of termination shall not become effective until the party that issued the notice has provided the student with the opportunity to complete the work placement, after which the termination shall become effective.

Amendment

- 2.3 The parties may, by mutual consent, amend this Agreement at any time. An amendment shall be in writing, signed by each party's authorized signing authorities, and shall be attached hereto.

Force majeure

- 2.4 In circumstances beyond the control of the City/Service, including but not limited to a community disaster, fire, labour strike or other event that would substantially interfere with the City's/Service's duty of care to its patients, the City/Service may immediately, without notice, suspend its obligations under this Agreement until such time when it is able or willing to resume its obligations under this Agreement. The discretion to determine the suspension of the City's/Service's obligations under this Agreement lies wholly with the Chief or their delegate.

3.0 OBLIGATIONS OF THE COLLEGE IN REGARDS TO TRAINING AND CLINICAL HEALTH PLACEMENT

- 3.1 The College acknowledges and agrees to the following in regards to its students:
- (a) To provide City/Service, by September 20th of each year with an estimated number of students for placements needed for the coming scholastic year final preceptorship field placement. The required number of Advanced Care Paramedic program placement positions will be requested on a year-to-year basis.
 - (b) To provide clothes, including high visibility vest and safety helmet to the students suitable for their participation in a work or field placement or to notify the students of

their responsibility to supply their own clothing during a work or field placement. The City/Service will exclude a student from participating in a work or field placement if s/he is not appropriately dressed for the activity;

- (c) To ensure that criminal reference checks of students have been performed by the College; in accordance with College procedure;
- (d) To ensure each student provides proof of annual CPR certification and a current standard first-aid certificate.
- (e) To provide a Preceptorship Placement Officer, whose duty shall involve the co-ordination of student work and field placements and shall be the primary point of Contact for the City/Service workings of this Agreement.
- (f) To conduct the assessment of student performance during the field placement. The City/Service Emergency Medical Services preceptors will give feedback to the College in this regard; however, all final assessment and marking of student performance shall rest with the College.
- (g) The college will ensure students provide written proof of qualitative or quantitative "fit-testing" for N95 Respirator and provide their own if the size, type and style of approved N95.
- (h) The college will ensure students provide written proof of successful completion of an orientation to WHMIS training prior to work or field placement.
- (i) In accordance with the Ministry of Health regulations, paramedic students who are under the direction of a Paramedic and provide patient assessment and patient care are responsible for completing the patient care documentation (MOH ACR documentation Part VI 14.(1)(a) of Regulation 257/00 if required. Students shall complete incident/occurrence reports as required, submitted to their preceptor, and kept on file with the City/Service.
- (j) The college is responsible to inform students about the code of conduct and that students are to conduct themselves in a professional and safe manner in accordance with City's/Service's Policy and Procedure Manual. Upon the request of the City/Service, the college will be responsible for student discipline which may include immediate cancellation of work or field placement, depending on the circumstances.

3.2 **EDUCATION CERTIFICATION (Provisional Certification)**

PRIMARY CARE PARAMEDIC PROGRAM

- (a) Second year students of an approved College Paramedic Program in the province of Ontario will have successfully completed the theory and lab components surrounding the ALS protocols prior to final placement with the City/Service.
- (b) The students will be certified under the College Medical Director: The City/Service will be provided a letter of educational certification signed by the Medical Director prior to placement that may enable the students to be granted provisional status allowing them to incorporate these skills during their field placement.

- (c) ALS procedures will only be performed by the student under the direct supervision of a designated Paramedic preceptor if permitted by the City/Service. *Failure to adhere to this will result in immediate cancellation of the placement.*
- (d) The student may be sanctioned to perform these delegated controlled acts only during the second year field placements with a paramedic crew.
- (e) This provisional certification will be null and void at the end of the field placement or upon termination from the Paramedic Program.

ADVANCED CARE PARAMEDIC PROGRAM (If Applicable)

- (a) Students of an approved Advanced Care Paramedic in the province of Ontario will have successfully completed the didactic and clinical components of the program prior to final preceptorship with the City/Service.
- (b) The students will be certified under the College Medical Director: The City/Service will be provided with a letter of certification signed by the Medical Director prior to placement that may enable the students to incorporate Advanced Care Paramedic skills during their field preceptorship.
- (c) Advanced Care Paramedic skills or procedures will only be performed by the student under the direct supervision of a designated Advanced Care Paramedic preceptor. Failure to adhere to this will result in immediate cancellation of their placement.
- (d) The student may be sanctioned to perform these delegated controlled acts only during their preceptorship with a paramedic crew.
- (e) This provisional certification will be null and void at the end of the field preceptorship or upon termination from the Paramedic Program.

Preceptors

- 3.3 The City/Service shall endeavor to provide an adequate number of preceptors for the student preceptorship.

Preceptor Training

- 3.4 The College will provide training materials to preceptors in regards to policies and guidelines of the College, including but limited to teaching methods, paramedic program objectives, student's rights and responsibilities and any information related to the education of the student.

Change of enrollment status

- 3.5 The College shall provide notice to the Chief (or delegate), within twenty-four (24) hours, of a changed in the enrollment status of a student that will not allow the student to continue their participation in a work or field placement. The College shall also provide

to the said student notice that they may no longer continue in the work or field placement. Upon receipt of such notice, the City/Service shall not be able to offer its services to that student pursuant to this Agreement until such time as the City/Service receives another notice from the College that restores the said student's status as a student.

Immunization

- 3.6 The College shall ensure that each student who will participate in a work or field placement has or will have a current immunization record, as per the current Ambulance Act – “Communicable Disease Standards”, to ensure that each student is free from any disease or infection that may affect the health or well-being of persons in the care of the City. The College agrees that the City/Service may specify immunization requirements additional to and the College shall ensure that each student has complied with said additional protocols in advance of the placement. Additional requirements include written proof of annual influenza immunization (fall of each calendar year), and written proof of Tuberculosis “Mantoux” two step skin test.

4.0 **OBLIGATIONS OF CITY/SERVICE EMERGENCY MEDICAL SERVICES IN REGARDS TO TRAINING AND CLINICAL HEALTH PLACEMENT**

- 4.1 The City/Service acknowledges and agrees to the following in regards to work and field placements and training of the students of the College:
- (a) To notify the College as soon as possible whether can accommodate the requests for field placements for each coming scholastic year;
 - (b) If any student is injured during placement, the City/Service will provide emergency first aid and transportation to emergency department, where necessary, to students participating in work and/or field placements in accordance of the *Ambulance Act*, R.S.O. 1990, c. A. 19, as amended, and regulations therein.

Suspension or termination of faculty or student

- 4.2 The City/Service shall have the right to suspend or terminate, without prior notice, the participation of any student in a field placement and to deny access to City/Service property by such person is at the sole discretion of the Chief (or delegate). The Chief (or delegate) shall have the sole discretion as to whether to re-admit or deny re-admittance to any student to a field placement. The City/Service shall not incur any liability as a result of a decision or action in this regard and the College shall save harmless the City/Service from all damages or injuries attributable as a result of such decision or action of the City/Service, its directors, officers, employees, agents, volunteers and coordinators.
- 4.3 The City/Service shall provide notice to the College of any decision or action taken pursuant to clause 4.2 as soon as is reasonably possible in the circumstances.

5.0 **CONFIDENTIALITY**

- 5.1 The City/Service shall provide to the College all legislation, policies and standards concerning a patient's right to confidentiality of any information concerning that patient while in the care of the City/Service.

6.0 **GENERAL ADMINISTRATION**

Workers Compensation

- 6.1 The College will comply with the Ministry of Training, Colleges and Universities Guidelines for Workplace Insurance for Postsecondary Students on Unpaid Work Placements [http://www.tcu.gov.on.ca/pepg/publications/UnpaidWork_PlacementsGuide.pdf].
- 6.2 When a student sustains an injury during a work placement with the City/Service and that injury results in treatment by a medical practitioner or lost time for the student from the work placement, the College shall advance and complete the reporting process to the Workplace Safety and Insurance Board, as required. The City/Service shall keep a record of any student injured during work placement.

Students not employees of the City/Service

- 6.5 The City/Service and the College acknowledge and agree that at all times the faculty and students of the College are not employees or agents of the City/Service.

7.0 **INSURANCE AND INDEMNIFICATION**

Insurance

- 7.1 During the term of this Agreement, the College shall obtain and maintain in full force and effect, at its own expense, the following insurance coverage:
- (a) an amount not less than 15 million dollars commercial general liability insurance coverage per occurrence that includes coverage against bodily injury, property damage, contractual liability (including this Agreement), non-owned automobile, employees as additional insured; and
- 7.2 The College shall include the City/Service as an additional insured in its commercial general liability insurance policy. If no satisfactory proof of insurance coverage is provided to the City/Service or if such coverage expires or is cancelled without adequate replacement, this Agreement shall be immediately terminated upon the City/Service sending a notice of termination to the College.

Indemnification

- 7.3 The College shall indemnify and save harmless the City/Service from all claims for damages or injuries, incurred as a result of negligence attributable to the College, its directors, officers, employees, agents, volunteers, faculty members, teachers, coordinators and students. For further clarity, the College shall indemnify and save harmless the City/Service from all claims for damages or injuries incurred or arise as a

result of any and all student participation in a work placement. The College shall also indemnify and save harmless the City/Service from all claims for damages or injuries incurred or arise from a breach of confidentiality attributable to the College, its directors, officers, employees, agents, volunteers, faculty members, teachers, coordinators and students.

- 7.4 The City/Service shall indemnify and save harmless the College from all claims for damages or injuries incurred as a result of negligence that is attributable to the City/Service, its directors, officers, employees, agents, volunteers and coordinators. The City/Service shall also indemnify and save harmless the College from all claims for damages or injuries incurred or arises from a breach of confidentiality attributable to the City/Service, its directors, officers, employees, agents, volunteers and coordinators.

- 7.5 Clauses 7.3 and 7.4 shall survive the termination of this Agreement.

8.0 **APPLICABLE LAWS**

- 8.1 The College warrants that it is in compliance with all municipal, provincial and federal statutes, regulations and by-laws and has obtained all of the necessary permits, licenses or approvals in relation to public education.

9.0 **GENERAL PROVISIONS**

Notice

- 9.1 Any notices under this Agreement to be given by the parties herein shall be deemed to be given twenty-four (24) hours after delivery, mailing or faxed if personally delivered, mailed or faxed to:

COLLEGE

Kevin Branch, MEd., BHSc, PHC, ACP
Coordinator Paramedic Programs
Cambrian College
1400 Barrydowne Road
Sudbury, Ontario
P3A 3V8
Tel.: (705) 566-8101, ext. 7207
Fax.: (705) 524-8469
Kevin.branch@cambriancollege.ca
www.cambrianc.on.ca

CITY

Fire Chief
Sault Ste. Marie Fire Services
72 Tancred Street
Sault Ste. Marie, ON
P6A 2W1

Headings

- 9.4 The headings in this Agreement are for convenience only and do not form part of this Agreement. The headings are not intended to interpret, define, or limit the scope, extent or intent of this Agreement.

Gender & Number

- 9.5.1 Words importing the singular shall include the plural and vice versa and words importing gender shall include the masculine, feminine and neuter genders.

Severing of Provisions

- 9.6 Should any provision of this Agreement be void, voidable or unenforceable for any reason whatsoever, it shall be severed from the remaining provisions of the Agreement, which shall remain in force and be binding as though the said provision had not been included.

Applicable Law

- 9.7 This Agreement shall be construed and governed by the laws of the Province of Ontario.

Successors and Assigns

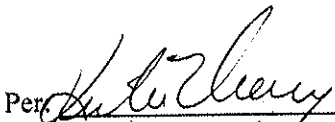
- 9.8 This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. This Agreement shall not be assigned by either party without the consent of the other party, which consent may be arbitrarily withheld.

IN WITNESS WHERETO the College has affixed its seal and the parties have executed this agreement hereto by their officers duly authorized on their behalf.

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

CAMBRIAN COLLEGE
OF APPLIED ARTS &
TECHNOLOGY

Per: _____
Name: ~~Carmen Provenzano~~ ~~Carmine Provenzano~~
Title: Mayor Christian Provenzano

Per: 
Name: Kristine Morrissey
Title: Vice President, Finance
and Administration *mk*

Per: _____
Name: ~~Malcolm White~~ Rachel Tyczinski
Title: ~~City Clerk~~ Deputy City Clerk

Per: 
Name: Daniel Draper
Title: Dean, School of Health
Sciences & Emergency Services

WE HAVE AUTHORITY TO BIND THE CORPORATION

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-28

AGREEMENT: (F2.8) A by-law to authorize the execution of a Clinical Placement Agreement between the City and Northern College to allow the continuance of a preceptor partnership with Northern College where they place students with City paramedics to complete their program requirements.

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 Clinical Placement Agreement dated January 1, 2015 between the City and Northern College, a copy of which is attached as Schedule "A" hereto. This Agreement will allow the continuance of a preceptor partnership with Northern College where they place students with City paramedics to complete their program requirements.

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 9th day of February, 2015.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

This Agreement made in triplicate this 1st day of January, 2015

CLINICAL PLACEMENT AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(herein referred to as the "City")

and

NORTHERN COLLEGE
(hereinafter the "College")

WHEREAS the City operates an ambulance service within the Province of Ontario

AND WHEREAS the College offers a program of study for the training of Primary Care Paramedic students in the Province of Ontario;

AND WHEREAS the College wishes to affiliate with the City to provide its students with clinical experience that may be offered by the City;

AND WHEREAS the City has agreed to provide the College's students the opportunity to obtain clinical experience required by the students for their training at the College, subject to the availability of the City's preceptors;

NOW THEREFORE in consideration of the mutual terms and conditions set out herein, the sufficiency of which is mutually acknowledged, the parties agree as follows:

1. INTERPRETATION

Definitions

1.1 For the purposes of construing this Agreement, the following expressions shall have the following meanings, "Agreement" means this Agreement and all schedules attached hereto, and include all future written amendments to the Agreement and all renewals of this Agreement;

"Clinical Placement Coordinator" means a representative of the College who coordinates the clinical placements and ride-alongs of the students on behalf of the College;

"Lead Preceptor" mean a representative of the College who communicates directly with the City and the College for the purpose of identifying and communicating outstanding issues or concerns;

"PCP" means Primary Care Paramedic, as defined by the National Occupational Competency Profile (NOCP) guidelines;

"Preceptor" means a paramedic employed by The City who has agreed to provide one or more students with clinical experience in a clinical placement or ride-along pursuant to the terms of this Agreement;

"Scholastic Years" means the year commencing in September of one year and finishing at the end of August in the following year;

"Student" means a person enrolled on a full-time basis in the College's Primary Care Paramedic training program and assigned a clinical placement or ride-along with the City to obtain clinical experience pursuant to the terms and conditions of this Agreement.

2. IMPLEMENTATION

Term

- 2.1 This Agreement shall be in effect from December 1st, 2014 up to and including the 31 day of December 2015 unless terminated by either party in accordance with the provisions of this Agreement

Termination

- 2.2 Either party may provide written notice of termination of this Agreement by giving the other party at least three (3) months notice of termination.
- 2.3 In the event that the date of termination would prevent a student from completing a clinical placement, the notice of termination shall not become effective until the party that issued the notice has provided the student with the opportunity to complete the clinical placement, after which the termination shall become effective.

Amendment

- 2.4 The parties may, by mutual consent, amend this Agreement at any time. An amendment shall be in writing, signed by each party's authorized signing authorities, and shall be attached hereto. No amendment of any of the terms or provisions of this Agreement shall be deemed valid unless it is in writing.

Force majeure

- 2.5 In circumstances beyond the control of the City, including but not limited to a community disaster, fire, labour strike or other event that would substantially

interfere with the City duty of care to its patients, they may immediately, without notice, suspend their obligations under this Agreement until such time when they are able or willing to resume their obligations under this Agreement. The discretion to determine the suspension of the City obligations under this Agreement lies wholly with the service.

3.0 OBLIGATIONS OF THE COLLEGE

3.1 The College acknowledges and agrees to the following:

(a) The College shall provide the City with 60 days notice of an estimated number of students for clinical placements and ride-alongs needed for the coming scholastic year.

(b) The College shall provide clothes to the students suitable for their participation in a clinical placement or ride-along, or shall notify the students of their responsibility to supply their own clothing during the clinical placement or ride-along. In its sole and absolute discretion, the City retains the right to forbid or to deny a student from participating in a clinical placement or ride-along if he/she is not appropriately dressed for the activity.

(c) The College shall ensure that criminal reference checks of students have been performed in accordance with the College's procedure. Each student shall provide a copy of their criminal reference check to the City prior to the commencement of the clinical placement or ride-along.

(d) The College shall provide a Lead Preceptor whose duties, include but is not limited to, coordinating the clinical placements and ride-alongs, and being the primary point of contact for the City, the College and the City in regards to the day-to-day workings of this Agreement.

(e) The College shall conduct the assessment of student performance during the clinical placement. Preceptors will give feedback to the College in this regard; however, the College shall be responsible for all final assessment and marking of student performance.

(f) The College shall notify the City at the earliest opportunity of any changes to the PCP or other paramedic training program of the College. If any changes occur to the College's paramedic program, this Agreement will be re-evaluated for modifications and amendments, and such modifications or amendments will be in accordance with section 2.4 of this Agreement.

Remuneration

3.2 The College agrees to provide as needed, as mutually agreed upon by the College and the City, training for the preceptors in regards to policies of the

College, teaching methods, paramedic program objectives and any other related matters.

Change of enrollment status

- 3.3 The College shall provide written notice to the City, within twenty- four (24) hours, of a change in the enrollment status of a student that will not allow the student to continue their participation in a clinical placement or ride- along. The College shall also provide to the said student written notice that they may no longer continue in the clinical placement or ride-along. Upon receipt of such notice, the City shall not be able to offer its services to that student pursuant to this Agreement until such time as the City receives another written notice from the College that restores the said student's enrollment status allowing the student to continue their participation in a clinical placement or ride-along.

Immunization

- 3.4 Prior to the commencement of the student's clinical placement or ride-along, the College shall ensure that each student has or will have a current immunization record, as per the Ambulance Act, R.S.O. 1990, c.A.19, and its Regulations, ("Ambulance Act"), to ensure that each student is free from any disease or infection that may affect the health or well-being of persons in the care of the City.
- 3.5 The College agrees that the City may specify additional immunization requirements in addition to the requirements in the Ambulance Act, and the College shall ensure that each student has complied with said additional protocols prior to the commencement of the clinical placement or ride-along.

Participation on Educational Advisory Committee

- 3.6 The City will be invited to participate fully in meetings held by Northern College's Paramedic Educational Advisory Committee.

4.0 OBLIGATIONS OF THE CITY

- 4.1 The City acknowledges and agrees to the following:
- (a) In its sole and absolute discretion, the City reserves the right to refuse any or all students.
 - (b) The City shall notify the College, as soon as possible after the College's provides an estimated number of students as provided for in subsection 3.1 (a), whether or not the City can accommodate the College's requests for clinical placements or ride-alongs for each coming scholastic year.
 - (c) The City shall provide emergency first aid, where necessary, to students participating in clinical placements or ride-alongs in accordance with their responsibility as set out under the Ambulance Act.

Preceptors

- 4.2 The City shall endeavor to provide an adequate number of preceptors for the student clinical placement. In its sole and absolute discretion, the City shall determine the ratio of students per preceptor in the clinical placement setting and advise the College of the ratio as soon as possible after receiving an estimated number of students as per subsection 3.1(a).

Suspension or termination of students

- 4.3 In sole and absolute discretion, the City shall have the right to suspend, terminate or dismiss, without prior notice, the participation of any student in a clinical placement or ride-along, and to deny access to any faculty or student to the City property. The City shall have the sole and absolute discretion as to whether or not to re-admit or deny re-admittance to any student to a clinical placement or ride-along.
- 4.4 The City shall provide written notice to the College of any decision or action taken pursuant to subsection 4.3 as soon as is reasonably possible in the circumstances.
- 4.5 The City shall not incur any liability as a result of a decision or action relating to subsection 4.3 and the College shall save harmless the City from all damages or injuries attributable as a result of such decision or action of the City, its directors, officers, employees, agents, volunteers and coordinators.

Participation on Educational Advisory Committee

- 4.6 The City will be invited to and take membership in meetings held by Northern's Paramedic Educational Advisory Committee.

5.0 CONFIDENTIALITY

- 5.1 The College shall comply with and act in accordance to all legislation, policies and standards concerning a patient's right to confidentiality of any information concerning that patient while in the care of the City.
- 5.2 The College shall ensure that faculty members of the Paramedic program and the students:

(a) comprehend the City's responsibility to protect and maintain a patient's right to confidentiality of any information concerning that patient and to which the faculty or students may have access, regardless of the form of that information; and

(b) observe this confidentiality, in accordance with the City's policies, procedures, all applicable legislation and standards.

5.3 Subsection 5.2 shall survive the termination of this Agreement.

6.0 GENERAL ADMINISTRATION

- 6.1 The City and the College may call a meeting to re-evaluate the placement of individual students in clinical placements and ride- alongs, potential changes or reassignments.
- 6.2 The College shall provide and maintain for its students, Workplace Safety and Insurance Board Compensation coverage, pursuant to the Workplace Safety and Insurance Act 1997, S.O. 1997, c.16, Schedule A, ("WSIA").
- 6.3 When a student sustains an injury during a clinical placement or a ride-along or with the City and that injury results in treatment by a medical practitioner or lost time for the student from the work placement, the City shall complete and send to the College, by facsimile not later than twenty- four (24) hours after the incident, an incident report.

Annual meetings with the College

- 6.4 The City shall agree to meet/teleconference with the Clinical Placement Coordinator and other representatives of the College prior to the month of July to negotiate any changes to this Agreement and any possible amendments to this Agreement.

Auditing

- 6.5 The City shall have access to the College's student Clinical Placement Documentation records and any and all other necessary and relevant records for audit purposes. The City shall give the College at least three (3) days' notice in writing of its intention to perform an audit and the records of the College that it will need for conducting the audit.

Students not employees of the City

- 6.6 The City and the College acknowledge and agree that at all times the College's students are not employees or agents of the City.

7.0 INSURANCE AND INDEMNIFICATION

Insurance

- 7.1 During the term of this Agreement, the College shall obtain and maintain in full force and effect, at its own expense, the following insurance coverage: Commercial General Liability insurance acceptable to the City and subject to limits of not less than \$1,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property, including loss of use thereof, contractual liability (including this Agreement), non-owned automobile, employees as additional insured; and

- (a) Malpractice/Professional Liability insurance coverage to a limit of not less than \$4,000,000.00. Such insurance shall provide coverage for all errors and

omissions made by the College, its directors, officers, employees, teachers, faculty members, coordinators, students, or participants of this Agreement;
and

(b) If applicable, liability insurance in respect to owned licensed Motor Vehicles subject to a limit not less than \$1,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof.

Indemnification

- 7.2 The College shall indemnify and save harmless the City from all claims for damages or injuries, incurred as a result of negligence attributable to the College, its directors, offices, employees, agents, volunteers, faculty members, teachers, coordinators and students. For further clarity, the College shall indemnify and save harmless the City from all claims for damages or injuries incurred or arise as a result of any and all student participation in a clinical placement or ride-along. The College shall also indemnify and save harmless the City from all claims for damages or injuries incurred or arise from a breach of confidentiality attributable to the College, its directors, officers, employees, agents, volunteers, faculty members, teachers, coordinators and students.
- 7.3 The City shall indemnify and save harmless the College from all claims for damages or injuries incurred as a result of negligence that is attributable to the City, its directors, officers, employees, agents, volunteers and coordinators. The City shall also indemnify and save harmless the College from all claims for damages or injuries incurred or arises from a breach of confidentiality attributable to the City, its directors, officers, employees, agents, volunteers and coordinators.
- 7.4 Clauses 7.2 and 7.3 shall survive the termination of this Agreement.
- 7.5 In addition to the foregoing, the College agrees to ensure that each faculty member, teacher, coordinator or student who participate in a clinical placement or ride-along shall, before participating in said clinical placement or ride-along, complete a Ride-along Release and Indemnity Agreement attached herein as Schedule "A" to this Agreement and remit said Ride-along Release and Indemnity Agreement to the City in advance of said clinical placement or ride-along.

8.0 APPLICABLE LAWS

- 8.1 The College warrants that it is in compliance with all municipal, provincial and federal statutes, regulations and by-laws and has obtained all of the necessary permits, licenses or approvals in relation to public education.
- 8.2 This Agreement shall be conclusively deemed to be a contract under, and shall for all purposes be governed by and construed in accordance with the applicable laws of the Province of Ontario and the laws of Canada and shall be interpreted in all respects as an Ontario contract.

9.0 GENERAL PROVISIONS

- 9.1 Any notices under this Agreement to be given by the parties herein shall be deemed to be sufficient if it is sent to the following addresses:

If to the City:

Fire Chief

Sault Ste. Marie Fire Services

72 Tancred Street

Sault Ste. Marie, ON

P6A 2W1

If to the College:

Northern College

Hwy 101 East

PO Box 3211

Timmins, ON P4N 8R6

Fax: (705) 235-6864

Attention: Amanda MacLeod

(705) 235-3211 ext 2187

- 9.2 Any notice under this Agreement may be delivered either by hand or by ordinary mail with return address and appropriate postage. Any notice under this Agreement delivered by hand shall be deemed to be received on the date of actual delivery. Any notice under this Agreement sent by mail shall be deemed to have been received on the fifth business day after which the notice was mailed. Any notice under this Agreement sent by fax shall be deemed to have been received on the first business day after transmission was made.

Protection of Privacy

- 9.3 The parties acknowledge and agree that this Agreement is subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56, as amended, ("MFIPPA") and to the Personal Health Information Protection Act, 2004, S.O. 2004, c. 3, Schedule A, ("PHIPA"), and may be subject to disclosure under MFIPPA and PHIPA. Entire Agreement
- 9.4 This Agreement constitutes the entire agreement as between the parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the parties hereto. Schedule "A" attached hereto shall form part of this Agreement and the contents thereof shall be deemed to be terms and conditions as those specifically recited herein.

Headings

- 9.5 The headings in this Agreement are for convenience only and do not form part of this Agreement. The headings are not intended to interpret, define, or limit the scope, extent or intent of this Agreement.

Gender and Number

- 9.6 Words importing the singular shall include the plural and vice versa and words importing gender shall include the masculine, feminine and neuter genders.

Severing of Provisions

- 9.7 Should any provision of this Agreement be void, voidable or unenforceable for any

reason whatsoever, it shall be severed from the remaining provisions of this

Agreement, which shall remain in force and be binding as though the said provisions had not been included.

- 9.8 This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. This Agreement shall not be assigned by either party without the consent of the other party, which consent may be arbitrarily withheld.

IN WITNESS WHERETO the parties have executed this agreement hereto by their officers duly authorized on their behalf.

At Sault Ste. Marie, this 9th day
of February 2015

At Timmins, this 8th day
of January 2015

**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

Per: ~~Mayor Carmen Provenzano~~ Christian Provenzano
Mayor

Per: ~~City Clerk Malcom White~~ Rachel Tyczinski
Deputy City Clerk

We have the authority to bind the corporation

NORTHERN COLLEGE

Per: *[Signature]*
Judy Rantala, Director of Health Sciences,
Community and Emergency Services

Per: *[Signature]*
Dr. Audrey J. Penner, Vice President
Academic and Student Success

I have authority to bind the College

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-32

BUILDING: (B1) A by-law to amend Schedule “A” to By-law 2008-148 (a by-law respecting construction, demolition and change of use permits, inspections and related matters for the City of Sault Ste. Marie).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to section 7 of the *Building Code Act, 1992, S.O. 1992, c. 23*, and amendments thereto, **ENACTS AS FOLLOWS:**

1. **SCHEDULE “A” TO BY-LAW 2008-148 AMENDED**

Schedule “A” to By-law 2008-148 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.

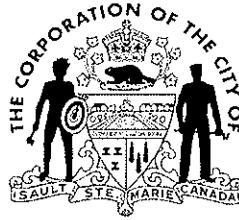
PASSED in open Council this 9th day of February, 2015.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-34

AGREEMENT: (AG148) A by-law to authorize the execution of an agreement dated February 9, 2015 between the City and Port of Algoma Inc. for a License Agreement to lease a portion of the Third Floor of the City owned building at 99 Foster Drive.

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 February 9, 2015 between the City and Port of Algoma Inc. for a License Agreement to lease a portion of the Third Floor of the City owned building at 99 Foster Drive, a copy of which is attached as Schedule "A" hereto.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 9th day of February, 2015.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

LICENSE AGREEMENT

THIS AGREEMENT made in quadruplicate on February 9, 2015.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(Hereinafter referred to as the "Licensor")

- and -

PORT OF ALGOMA INC.
(Hereinafter referred to as the "Licensee")

WHEREAS the Licensor is the registered owner and has jurisdiction and control of the Lands and Building as hereinafter defined, having a legal description as set out in Schedule "A" to this Agreement;

AND WHEREAS the Licensee desires to lease a portion of the Building for the purpose of the Contemplated Use as hereinafter defined;

AND WHEREAS the Licensor is prepared to grant to the Licensee the right to utilize a portion of the Building, subject to the terms and conditions of this License;

NOW THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements herein contained and expressed, the parties hereto agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement and in the Schedules hereto, the following words or phrases have the meanings as set out herein:

"**Agreement**" means this Agreement and all the terms, covenants and conditions set out herein, as amended from time to time in accordance with Section 24.1 of this Agreement.

"**Architect**" means the independent, arm's length architect, surveyor or professional civil engineer, from time to time named by the Licensor.

"Authority" means any governmental authority, quasi-governmental authority, agency, body or department whether federal, provincial or municipal, having or claiming jurisdiction over the Licensed Premises or the Building, or the use thereof.

"Building" means the building known municipally as 99 Foster Drive in the City of Sault Ste. Marie, Ontario erected on the Lands, from and including the lowest floor or level of the Building to and including the roof of the Building, the Common Areas and Facilities, the Parking Areas and the areas and facilities exclusively serving the Building, which areas and facilities may include, without limitation, lobbies, foyers and vestibules, sidewalks, storage and mechanical areas, Mechanical and Electrical Services, janitor rooms, mail rooms, telephone rooms, rooms for the Mechanical and Electrical Services, stairways, escalators, elevators, truck and receiving areas, driveways, loading docks and corridors.

"Business Day" means any day which is normally considered a regular day of business for most government offices for the Province of Ontario.

"Commencement Date" means the date set out in Section 3.1 of this Agreement for the beginning of the Term.

"Common Areas and Facilities" means those areas, facilities, utilities, improvements, equipment and installations in the Building which are not leased or licensed to tenants or licensees of the Building, and which serve or are for the benefit of the Building and are located within the Building or on the Lands, including all areas, facilities, utilities, improvements, equipment and installations which are provided by the Licensor for the use or benefit of all the tenants, licensees, their employees, customers and other invitees in common with others entitled to the use and benefit thereof in the manner and for the purposes permitted by this Agreement.

"Contemplated Use" means the use set out in Section 5.7 of this Agreement.

"Improvements" means all items generally considered as leasehold improvements including, without limitation, all installations, alterations, and additions from time to time made, erected or installed in the Licensed Premises by or on behalf of the Licensee.

"Lands" means the lands underneath or directly adjacent to the Building as more particularly described in Schedule "A" attached hereto.

"License Fee" means the license fee payable by the Licensee to the Licensor pursuant to Section 4.1 of this Agreement.

"Licensed Premises" means the Licensed Premises containing an area which, as of the Commencement Date, has been determined to be approximately One Thousand, Three

Hundred and Six (1,306) square feet and occupying a portion of the Third (3rd) Floor of the Building as set out on Schedule "B" attached hereto.

"Licensor" means the Licensor and its duly authorized representatives.

"Licensee" includes, for the purpose of Section 6.8 herein and any other provisions herein limiting the Licensee's liabilities, the servants, employees, agents, invitees and licensees of the Licensee.

"Mechanical and Electrical Services" include, but are not limited to, all mechanical, electrical, drainage, lighting, incinerating, ventilation, air-conditioning, elevating, heating, pumping, sprinkling, alarm, plumbing and other mechanical and electrical systems installed in or used in the operation of the Building and the Lands.

"Parking Areas" means the improvements constructed from time to time, in or as part of the Building and the Lands for use as parking facilities for the tenants and/or licensees of the Building and their employees, servants and invitees, and the areas and facilities that are appurtenant solely to those improvements. The Licensor shall designate the minimum number of the parking spaces comprising the Parking Areas prescribed by the relevant Authority for the sole and exclusive use of people with disabilities.

"Person" if the context allows, includes any person, firm, partnership or corporation, or any group of persons, firms, partnerships or corporations or any combination thereof.

"Sales Taxes" means all business transfer, multi-usage sales, sales, goods and services, harmonized sales, use, consumption, value-added or other similar taxes imposed by the Government of Canada and/or Ontario upon the Licensor, or the Licensee, or in respect of this Agreement, or the payments made by the Licensee hereunder or the goods and services provided by the Licensor hereunder including, without limitation, the use of the Licensed Premises and the provision of administrative services to the Licensee hereunder.

"Structure" means the foundation, roof (including the roof membrane), exterior wall assemblies, including weather walls and bearing walls, subfloor and structural columns and beams of the Building, all plumbing, drainage, Mechanical and Electrical Services and equipment leading up to, from and under the Building, and any other portions of the Building normally considered to be part of the structural portion of a building, or where the repairs or replacements thereto are normally considered a major capital expenditure.

"Taxes" means all taxes, rates, duties, levies and assessments whatsoever whether municipal, provincial, federal or harmonized, charged upon the Building and the Lands, or upon the Licensor on account thereof, including all taxes, rates, duties, levies, charges and assessments for local improvements, education and schools and all taxes, grants or

assessments which may in future be levied in lieu of "Taxes" as hereinbefore defined, and including any local improvement charges or levies directly or indirectly related to the development of the Building. Taxes include, without limitation, realty taxes, business taxes of the Licensor, corporation taxes, capital taxes, excise taxes, Sales Taxes, income taxes, or any other taxes or assessments levied against the Licensor, the Building, the Lands, or the License Fee.

"Term" means the term of this Agreement set out in Section 3.1 of this Agreement.

"Trade Fixtures" means the personal chattels installed prior to the Commencement Date, at the Commencement Date or during the Term by or on behalf of the Licensee, in, on or which serve, the Licensed Premises, for the sole purpose of the Licensee carrying on its trade in the Licensed Premises pursuant to Section 5.7 of this Agreement and which Trade Fixtures the Licensee is permitted to remove only to the extent permitted by the terms of this Agreement, but Trade Fixtures do not include Improvements of the Licensee.

"Utilities" means all gas, electricity, water, sewer, steam, fuel oil, power, telecommunications equipment for transmitting and receiving signals, and other utilities used in or for the Building or the Licensed Premises, as the case may be.

2.0 LICENSED PREMISES

- 2.1 In consideration of the License Fees reserved and the covenants and agreements herein contained to be paid, observed and performed by the Licensee, the Licensor hereby grants to the Licensee the license and privilege (irrevocable in accordance with the terms hereof) to utilize the Licensed Premises for the purpose of the Contemplated Use and for no other purpose, subject to the further terms and conditions hereof.
- 2.2 The Licensee confirms that the Licensor has not provided any representation, warranty, or other assurance regarding the suitability of the Licensed Premises or any part thereof for use by the Licensee. The Licensee acknowledges that it has carried out an inspection of the Licensed Premises to satisfy itself concerning the suitability of same for its purposed use and that it is using the Licensed Premises on an "as is where is" basis.

3.0 TERM

- 3.1 Unless previously terminated pursuant to the terms of this Agreement, the term of this Agreement shall be for a period of two (2) years, commencing November 17, 2014 (the "Commencement Date") and ending on November 18, 2016.

- 3.2** Unless the Licensee provides the Licensors with written notice of its intention not to extend this Agreement at least six (6) months prior to the expiration of the current Term or the current Extended Term (as defined herein), this Agreement shall automatically extend for (3) successive (1) year terms (each of such terms being referred to as an "Extended Term"), on the same terms and conditions herein, except for the License Fee which shall be negotiated by the parties. In the event that during the six (6) months prior to the expiration of the applicable Term or Extended Term, the parties are unable to successfully negotiate the License Fee payable by the Licensee to the Licensors for the next applicable Extended Term, the parties hereto acknowledge and agree that this Agreement shall terminate at the expiration of the current Term or current Extended Term, as the case may be.

4.0 LICENSE FEE

- 4.1** For the Licensed Premises, the Licensee hereby covenants to pay to the Licensors as a License Fee, annually during the Term, the sum of Twenty-Three Thousand, Five Hundred and Eight (\$23,508.00 CDN) Canadian Dollars, in equal monthly instalments of One Thousand, Nine Hundred and Fifty-Nine (\$1,959.00 CDN) Canadian Dollars, based on a rate of Eighteen (\$18.00 CDN) Canadian Dollars per square foot of the Licensed Premises.
- 4.2** The Licensee hereby further covenants to pay to the Licensors, during any Extended Term of this Agreement, the License Fee as negotiated by the parties in accordance with Section 3.2 of this Agreement.
- 4.3** The first monthly instalment of the License Fee, representing the License Fee for November 2014, shall be payable by the Licensee to the Licensors on or before November 28, 2014. Thereafter, the License Fee shall be payable by the Licensee to the Licensors, in lawful money of Canada, in equal monthly instalments on the first day of each and every month during the Term or the Extended Term, if applicable, at such place as the Licensors shall hereafter designate in writing. The License Fee payments shall, unless otherwise agreed upon by the parties, be made by the Licensee by direct deposit as further directed by the Licensors. The Licensors covenants to provide the Licensee with a minimum of fifteen (15) days' prior written notice of a change in either the payee of the License Fee or the account number of the bank account of the payee to which payments of License Fee are being directed.
- 4.4** The Licensee shall pay to the Licensors all applicable Sales Taxes assessed on the License Fee and other payments herein payable by the Licensee to the Licensors under this Agreement, including but not limited to H.S.T.

5.0 LICENSEE'S COVENANTS

- 5.1 The Licensee covenants to pay to the Licensor the License Fee in accordance with the provisions of this Agreement.
- 5.2 The Licensee covenants to assume full responsibility, including but not limited to all activities, materials, costs, expenses, liabilities, design, transportation, delivery and removal of all Trade Fixtures, furniture, equipment, computers and other technological devices, photocopiers, facsimiles, telephones, office supplies, and any other office equipment and supplies necessary to operate the Contemplated Use at the Licensed Premises.
- 5.3 The Licensee covenants to secure any necessary financing, labour, services, equipment, permits and approvals prior to commencing any work related to this Agreement. The Licensee shall ensure that the Trade Fixtures, Improvements, furniture, equipment, computers and other technological devices, photocopies, facsimiles, telephones, and any other office equipment in the Licensed Premises comply with the requirements of the *Ontario Electrical Safety Code*, *Building Code Act, 1992*, S.O. 1992, c.23 as amended, *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15, as amended, *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended and any other pertinent codes and legislation.
- 5.4 The Licensee covenants to make good at the Licensee's sole liability and expense, any damage to the Licensed Premises caused by negligent, reckless or wilful misconduct of the Licensee's servants, agents, employees, licensees, contractors, sub-contractors, or invitees. The Licensee further covenants with the Licensor to forthwith repair at its sole cost, liability and expense, and to the reasonable satisfaction of the Licensor all damages, structural or otherwise that may be caused to the Licensed Premises, the Building and the Lands as a result of any matters related directly or indirectly to this Agreement. In the event that the Licensee fails to forthwith repair the aforesaid damages, the parties hereto acknowledge and agree that the Licensor may repair or cause such repairs to be effected as it determines, in its sole discretion, necessary and all charges for such repairs and matters related thereto shall be payable by the Licensee immediately upon demand by the Licensor.
- 5.5 The Licensee covenants to give the Licensor notice, as soon as reasonably possible, of any accident to or defect in the Mechanical and Electrical Services, or any other system or part of the Licensed Premises which the Licensor is obligated to repair.
- 5.6 The Licensee covenants to permit the Licensor to enter the Licensed Premises at any reasonable time after delivering two (2) Business Days' prior written notice to the Licensee's designated representative, for the purpose of inspecting the Licensed Premises and making permitted repairs to the Licensed Premises. In the event of an emergency, which shall be determined by the Licensor in its sole discretion, the Licensee shall forthwith permit the Licensor with entry to the Licensed Premises to inspect and complete any works the Licensor

determines is necessary. If, at the sole discretion of the Licensor, the Licensor and/or emergency personnel requires access to the Licensed Premises such that removal of any portion or the entirety of the Licensee's Trade Fixtures, Improvements, equipment, furniture, or supplies is required, the Licensee shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Trade Fixtures, Improvements, equipment, furniture or supplies to its condition prior to such access by the Licensor and/or emergency personnel.

- 5.7** The Licensee covenants to use the Licensed Premises for lawful purposes only. Specifically the Licensed Premises shall be used only for the purpose of conducting all activities related to the Port of Algoma, Sault Ste. Marie, Ontario.
- 5.8** The Licensee covenants to comply with all codes and regulations of any federal, provincial or municipal laws, regulations and codes of any relevant Authority which apply to the Licensee's use or occupation of the Licensed Premises or to the making of any repairs, replacements, additions, changes, substitutions or improvements that relate to such use or occupation by the Licensee.
- 5.9** The Licensee covenants not to do or allow any waste, damage, disfiguration or injury to the Licensed Premises or the fixtures and equipment forming a part thereof, not to permit any overloading of the floors thereof and not to otherwise cause a nuisance. Any such action to the Licensed Premises by the Licensee or any of the Licensee's contractors, sub-contractors, employees, agents or assignees in relation to or in connection with any other matters under this Agreement shall be at the financial responsibility and liability of the Licensee to repair. The Licensee agrees that the Licensor shall immediately undertake all work that the Licensor, in its sole view, deems necessary to repair the Licensed Premises. Any costs incurred by the Licensor to repair the Licensed Premises for such waste and nuisance as set out in this paragraph shall be payable by the Licensee immediately upon demand by the Licensor.
- 5.10** The Licensee covenants not to use or permit the use of any part of the Licensed Premises for any dangerous, noxious or offensive trade or business or cause or permit any nuisance in, at or on the Licensed Premises. The Licensor acknowledges and agrees that the Contemplated Use does not contravene this Section. The Licensee further covenants that it shall not unduly interfere with or interrupt the normal business operations of the Licensor.
- 5.11** The Licensee covenants not to leave the Licensed Premises in a reasonably tidy state at the end of each Business Day to facilitate the Licensor's janitorial services.

6.0 LICENSOR'S COVENANTS

- 6.1 The Licensor covenants that the Licensee shall have the exclusive use of the Licensed Premises on such days and between such times as have been determined by the parties as of the Commencement Date and on such additional days as may, at any time during the Term, be authorized by the Licensor.
- 6.2 The Licensor covenants to pay all Taxes.
- 6.3 The Licensor covenants to permit the Licensee, its agents, invitees and those having business with any or all of them, full and uninterrupted access to the Licensed Premises during the Building's operating hours or any other hours expressly permitted by the City in writing.
- 6.4 The Licensor covenants to maintain the Licensed Premises, the Building and the Structure in good repair and tenantable condition during the Term and make good any defect or want of repair and/or replacement promptly upon notice thereof with a minimum of disruption to the Licensee's business.
- 6.5 The Licensor covenants to provide and operate the following services and facilities for the Licensed Premises as expressed below, at the Licensor's expense, and to maintain at the Licensor's expense, such services and facilities in good repair (and, if necessary, replace same) during the Term:
- (a) *Utility Systems*
All utility systems and facilities including water, fuel and electricity, and including all charges for Utilities used or consumed within the Licensed Premises.
 - (b) *Electrical Systems/Lenses, Bulbs and Related Equipment*
An electrical system which is satisfactory for the Licensee's purposes including fixtures and outlets together with the initial installation and ongoing replacement of bulbs, fluorescent tubes and ballasts during the Term and Extended Term, if applicable, and all maintenance and parts thereof.
 - (c) *Thermal Conditions and Air Quality*
A heating, ventilation and air-conditioning system, which is satisfactory for the Licensee's purposes.
 - (d) *Water System*
A water system capable of supplying hot and cold water to the Licensed Premises and the washrooms serving the Licensed Premises.

(e) *Washrooms*

Fully equipped washroom facilities for male and female employees of the Licensee in accordance with the requirements established by the Occupational Health and Safety Act, R.S.O. 1990, c.0.1, as amended, and the regulations made thereunder, or any successor act, an accessible male and female washroom installed in accordance with the requirements of the Building Code Act, 1992, S.O. 1992, c. 23, as amended and any other applicable requirements of any relevant Authority, and the provision of all washroom equipment and supplies reasonably necessary, in the opinion of the Licensor, for the use and operation of such washroom facilities, including, without limitation, a sink, vanity, toilet bowl, paper towel dispenser, garbage pail, soap, and toilet paper dispenser.

(f) *Exterior, Common Areas*

Maintenance of the exterior of the Building, the landscaped grounds of the Lands, the Parking Areas and walkways of the Building and the Common Areas and Facilities of the Building in good repair and the prompt removal of snow and ice.

(g) *Life Safety*

Establishment of a workable emergency evacuation program. The Licensee acknowledges have reviewed the Licensor's emergency evacuation program and is satisfied with same.

(h) *Glass Replacement*

Prompt replacement in case of breakage, of all plate glass and other glazing materials of the Building, including without limitation, that which demises the Licensed Premises, with material of the same kind and quality as that which may be damaged or broken, save where such damage or breakage has been occasioned by the Licensee, its servants or agents.

(i) *Building Security*

The provision of Building security in accordance with the Licensor's standard practice.

(j) *Housekeeping Services*

Housekeeping service for the Licensed Premises, in accordance with the Licensor's standard practice, including the provision of waste removal services and all cleaning materials and washroom supplies.

7.0 MECHANICAL AND ELECTRICAL SERVICES

7.1 The Licensor represents and warrants that as of the Commencement Date and throughout the Term and any extension thereof, all Mechanical and Electrical Services and equipment serving the Licensed Premises are and will be in good working order and condition and satisfactory for the carrying on of the Licensee's business in and from the Licensed Premises.

8.0 LICENSEE'S IMPROVEMENTS

- 8.1 The Licensee shall not complete or initiate any Improvements to the Licensed Premises without having first obtained the Licensor's express prior written approval for same. The Licensee shall, at their sole cost, liability and expense, fully comply with any and all conditions set out by the Licensor in respect of such Improvements prior to initiating same.
- 8.2 The costs, liabilities and risks associated with the design and installation of any Improvements to the Licensed Premises so approved shall be the sole responsibility of the Licensee.

9.0 LICENSEE'S RELEASE AND INDEMNITY

- 9.1 The Licensee shall indemnify and hold the Licensor and the Licensor's elected officials, agents, officers, directors, employees, and contractors (collectively, the "Licensor's Indemnified Parties") harmless against and from any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature) arising out of directly or indirectly with this Agreement and the Licensee's use and/or occupation of the Licensed Premises, including but not limited to any and all third party claims arising out of: (a) injuries occurring within the Licensed Premises (b) any intentional conduct or negligence of the Licensee or any Person for whom it is in law responsible, (c) any losses or damages which have been caused or contributed to by the breach of the Occupiers' Liability Act, R.S.O. 1990, c.O.2 on the part of the Licensee or any Person for whom it is in law responsible, or (d) any breach or default in the performance of any obligation on the Licensee's part to be performed under this Agreement.
- 9.2 The Licensee hereby releases and forever discharges the Licensor and the Licensor's Indemnified Parties and the Licensee further agrees that notwithstanding anything to the contrary contained herein the Licensor and the Licensor's Indemnified Parties shall not be liable to the Licensee or to anyone for whom the Licensee may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained by the Licensee or any of the Licensee's servants, agents, employees, licensees, contractors, sub-contractors, or invitees in relation to or in connection with the Licensee's use and/or occupation of the Licensed Premises or any other matters under this Agreement.
- 9.3 The Licensee shall comply with all laws, by-laws, rules and regulations of any governing body respecting the Licensed Premises and any matters related directly or indirectly to the use of the Licensed Premises, and further shall save harmless and fully indemnify the Licensor and the Licensor's Indemnified Parties against any and all costs, losses, damages, liabilities and expenses of every kind or nature the Licensor and the Licensor's Indemnified Parties may

suffer, be at or be put to by reason of or in consequence to the non-compliance by the Licensee which such laws, by-laws, rules and regulations.

- 9.4 The Licensee shall indemnify and save harmless the Licensors and the Licensors' Indemnified Parties from any costs (including solicitors' fees on a substantial indemnity scale basis and disbursements), liabilities and expenses incurred by the Licensors and the Licensors' Indemnified Parties that may result from its use of the Licensed Premises and any matters arising directly or indirectly from this Agreement.

10.0 INSURANCE ACKNOWLEDGEMENT

- 10.1 The Licensee shall during the Term or Renewal Term (if applicable) keep in full force and maintain at its sole expense the following:

- (i) General liability insurance to the inclusive limit of not less than Five Million (\$5,000,000.00) Dollars per occurrence, insuring all claims for damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, however and whatsoever incurred, suffered or sustained in relation to or in connection with the Licensee's use of Licensed Premises, Building and Parking Areas and any matters under this Agreement, including any losses or damages which have been caused or contributed to by any breach of the Occupiers' Liability Act, R.S.O. 1990, c.O.2 on the part of the Licensors and the Licensors' Indemnified Parties, but not including intentional acts of the Licensors. This amount shall be reviewable and subject to adjustment at the sole discretion of the Licensors; and
- (ii) Property insurance for any property of the Licensee and its servants, agents, employees, licensees, contractors, sub-contractors, or invitees, including but not limited to equipment, furniture and supplies, insuring same on a full replacement cost basis.

Each insurance policy referenced herein shall name the City of Sault Ste. Marie as an "Additional Insured". A Certificate of Insurance to the satisfaction of the Licensors confirming the above coverages are in effect for the Term and Extended Term (if applicable) shall be provided to the Licensors before December 1, 2014 and thereafter on or before November 1 of each calendar year of in the Term and Extended Term (if applicable). The parties hereto further acknowledge and agree that the taking out of insurance shall not limit the Licensee's liability under this Agreement.

- 10.2 The Licensee covenants not to do or omit or permit to be done or omitted on the Licensed Premises anything which shall cause the insurance premiums for the Building to be increased

and if the insurance premiums for the Building shall be increased by reason of anything done or omitted or permitted to be done by the Licensee or anyone permitted by the Licensee to be upon the Licensed Premises, the Licensee shall, within five (5) Business Days after receipt of notice from the Licensor setting out in reasonable detail the cause for such increased premiums, pay to the Licensor the amount of such increase.

11.0 HEALTH & SAFETY AND WSIB

11.1 The Licensee and any contractor(s) or sub-contractor(s) employed by them shall comply with all requirements of the Occupational Health and Safety Act and its regulations; including but not limited to, providing proof of compliance of WSIB requirements (maintain WSIB Clearance Certificate on file with the Licensor for duration of on-site work), providing proof of commercial general liability insurance (minimum of five million dollars (\$5,000,000.00) per occurrence) for the duration of on-site work; and compliance with the Licensor's contractor qualification policy. The Licensee shall ensure that the requirements as set out herein apply to any subcontractors employed by the Licensee.

12.0 OVERHOLDING

12.1 If the Licensee remains in possession of the Licensed Premises after the date fixed for the expiration of the Term or any extension thereof without any further written agreement, the Licensee shall be deemed to be occupying the Licensed Premises from month to month at the monthly License Fee rate payable by the Licensee during the last month of the Term of this Agreement and upon the terms and conditions contained in this Agreement except as to the length of the Term.

13.0 TRADE FIXTURES AND SIGNAGE

13.1 The Licensee may, at its option, at any time during the Term and/or any extension thereof and/or upon the expiry or sooner termination thereof, remove or replace any Trade Fixtures installed by or on its behalf in the Licensed Premises or install new Trade Fixtures therein, as the case may be. The Licensee shall compensate the Licensor for any damage caused to the Licensed Premises or the Building by the installation, presence, removal or replacement of any Trade Fixtures.

- 13.2** The Licensee shall not erect any signage at the Licensed Premises, in the Building or on the Lands without the prior express written consent of the Licensor. In the event that the Licensee desires to erect any signage at the Licensed Premises, in the Building or on the Lands, the Licensee shall provide the Licensor with copies of the proposed signage for the Licensor's approval, which determination shall be made by the Licensor in its sole discretion.
- 13.3** In the event the Licensor approves any signage at the Licensed Premises, Building, or the Lands, the Licensee shall be responsible for all matters, costs and liabilities related to the design and installation of same. The Licensor further covenants and agrees to remove all signage, if any from the Licensed Premises at the end of the Term or Extended Term if applicable.
- 13.4** The Licensee shall compensate the Licensor for any damage caused to the Licensed Premises or Building, if applicable, by the installation, presence, removal or replacement of any signage.

14.0 PARKING

- 14.1** The Licensor shall provide the Licensee with four (4) parking tags for the south Parking Area, Visitor Parking at no additional cost to the Licensee.

15.0 UNAVOIDABLE DELAYS

- 15.1** Notwithstanding anything in this Agreement, if either party is bona fide delayed or hindered in or prevented from the performance of any term, covenant, or act required hereunder by reason of strikes or labour trouble; inability to procure materials or services; power failure; restrictive governmental laws or regulations; riots; insurrection; sabotage; rebellion; war; act of God; or other reason whether of a like nature or not which is not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement (but excluding the inability to perform because of financial difficulties or lack of funds), then the performance of that term, covenant or act is excused for the period of the delay and the party delayed will be entitled to perform the term, covenant or act within the appropriate time period after the expiration of the period of the delay. If any of the events or problems referred to in this Section 15.1 occur and either party contemplates that it will be bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason thereof, such party shall forthwith deliver written notice to the other, with full and detailed particulars setting out the nature of such event or problem and the period of the delay contemplated by the party giving notice for the performance of any such term, covenant or act required hereunder.

16.0 DAMAGE AND DESTRUCTION

16.1 If, at any time during the Term, the Building shall be damaged or destroyed, either in whole or in part, by fire or other peril insured against by the Licensor, then, and in every such event:

- (a) If the damage or destruction to the Building is such that, in the opinion of the Architect to be given to the Licensee within twenty (20) days of the date of the occurrence of such damage or destruction (the "Date of Damage"), the Licensed Premises are rendered partially unfit for occupancy or impossible or unsafe for use or occupancy, then the License Fee shall abate as of the Date of Damage in proportion to the part of the Licensed Premises which is rendered unfit for occupancy or impossible or unsafe for use or occupancy, and License Fee will not be payable again until such time as the Licensed Premises is restored by the Licensor to its condition as of the Commencement Date.
- (b) If the damage or destruction to the Building is such that, in the opinion of the Architect to be given to the Licensee within twenty (20) days of the Date of Damage, the Licensed Premises are rendered wholly unfit for occupancy or impossible or unsafe for use or occupancy, or that reasonable or convenient access is prevented thereto, and if, in either event, the damage, in the opinion of the Architect to be given to the Licensee within twenty (20) days of the Date of Damage, cannot be repaired with reasonable diligence within one hundred and twenty (120) days of the Date of Damage, then either the Licensor or the Licensee may terminate this tenancy within twenty (20) days following the date of the giving of the Architect's opinion, upon written notice to the other party, in which event this Agreement will be at an end as of the Date of Damage and the License Fee shall be apportioned and paid in full to the Date of Damage.
- (c) In the event that neither the Licensor nor the Licensee shall terminate this Agreement in accordance with the provisions of Subsection 16.1(b) of this Agreement, then the Licensor shall repair the Licensed Premises and the Building with all reasonable speed and the License Fee hereby reserved shall abate from the Date of Damage until the later date of either (i) the Licensed Premises is restored to its condition as of the Commencement Date; or (ii) reasonable and convenient access is restored thereto, as the case may be.
- (d) If the damage or destruction is such that, in the opinion of the Architect to be given to the Licensee within twenty (20) days of the Date of Damage, the Licensed Premises are rendered wholly unfit for occupancy or if it is impossible or unsafe to use and occupy the Licensed Premises, and if, in either event, the damage, in the opinion of the Architect to be given within twenty (20) days from the Date of Damage, can be repaired with reasonable diligence within one hundred and twenty (120) days of the Date of Damage, then the License Fee shall abate from the Date of Damage until the date the Licensed Premises is

restored to their condition as of the Commencement Date, provided that the Licensors shall repair the Licensed Premises with all reasonable speed.

- (e) Notwithstanding anything contained in this Section 16.1, if the Licensors does not commence to repair or restore the Licensed Premises or the Building within fifteen (15) days of the date of delivery of the Architect's opinion or, having commenced the repair or restoration of the Licensed Premises or the Building, does not continue to complete same with reasonable dispatch, the Licensee may terminate this Agreement upon fifteen (15) days' prior written notice to the Licensors, in which case, this Agreement shall cease and be at an end as of the Date of Damage and the License Fee shall be apportioned and paid in full to the Date of Damage.
- (f) Notwithstanding anything contained in this Section 16.1, the parties hereto acknowledge and agree that under no circumstances shall the Licensors be responsible, required or liable to repair any Improvements or replace any furniture, equipment, supplies or Trade Fixtures of the Licensee.

17.0 REMOVAL OF LEASEHOLD IMPROVEMENTS

- 17.1** The Licensee may, at its sole option, at any time during the Term and Extended Term if applicable, remove any Improvements made or installed by or on behalf of the Licensee in the Licensed Premises with the prior express written approval of the Licensors.
- 17.2** The Licensee may, at any time during the Term and Extended Term if applicable, replace any Improvements made or installed by or on behalf of the Licensee in the Licensed Premises with the prior express writing approval of the Licensors.
- 17.3** The costs, liabilities and risks associated with the removal, alterations and/or improvements of the Equipment shall be the responsibility of the Licensee. The Licensee shall further be responsible for all costs, liabilities and risks associated with restoring the Licensed Premises to a condition satisfactory to the Licensors.

18.0 RE-ENTRY

- 18.1** If the License Fee hereby reserved, or any part thereof, shall be in arrears or if the Licensee defaults in the observance or performance of any of the Licensee's other covenants or agreements contained in this Agreement, and the Licensee fails to pay such arrears within sixty (60) days of receipt of notice in writing from the Licensors or if the Licensee fails to remedy any other default within sixty (60) days after receipt of notice from the Licensors (or such longer period as is reasonably required under the circumstances so long as the Licensee commences to

remedy within such sixty (60) day period), the Licensor may, in addition to any other remedies the Licensor may have, either in this Agreement or at law, re-enter the Licensed Premises and the Term or Extended Term, if applicable, hereby granted shall thereupon be terminated. Notwithstanding the foregoing, and without limiting the remedies of the Licensor, in the event the Licensee fails to remedy a default not related to payment of the License Fee within the above-specified notice period, and provided the Licensee is not bona fide disputing the default, upon the expiration of the above-specified notice period the Licensor, at its option, acting reasonably, may remedy the default on behalf of the Licensee and charge the costs thereof to the Licensee.

19.0 LICENSEE'S DEFAULT

19.1 If the Licensee defaults in the observance or performance of any of its covenants or agreements contained in this Agreement, the Licensor may, at its option and upon such reasonable notice as the circumstances warrant, remedy such default and deduct the reasonable cost of such action from the License Fee payable under this Agreement or require the Licensee to otherwise reimburse the Licensor for the reasonable cost of such action.

20.0 NON-WAIVER

20.1 No condoning, excusing or overlooking by the Licensor or Licensee of any default, breach or non-observance by the Licensee or the Licensor at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of the Licensor's or the Licensee's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Licensor or the Licensee herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Licensor or the Licensee save only an express waiver in writing.

21.0 NOTICES

21.1 Any notice required or contemplated by any provision of this Agreement shall be given in writing addressed in the case of notice to the Licensor to the following address:

The Corporation of the City of Sault Ste. Marie
 99 Foster Drive
 Sault Ste. Marie ON P6A 5N1
 ATTENTION: Assistant City Solicitor
 FAX: 705-759-5405

and in the case of notice to the Licensee to the following addresses:

Port of Algoma Inc.
99 Foster Drive
Sault Ste. Marie, Ontario P6A 5N1
Attention: Anshumali Dwivedi
Fax: 705-945-3650

21.2 Notices shall be delivered personally or by facsimile or mailed by either registered or signature mail and postage prepaid enclosed in a sealed envelope. The time of giving of notice by either registered or signature mail shall be conclusively deemed to be the fifth Business Day after the day of such mailing. Such notice, if personally delivered or if delivered by facsimile, shall be conclusively deemed to have been given and received at the time of such delivery. The parties hereto acknowledge and agree that notwithstanding anything to the contrary in the Electronic Commerce Act, 2000, S.O. 2000, c.17, as amended from time to time, any notice, statement, demand, request or other instrument which may be or is required to be given under this Agreement or at law may not be validly delivered by way of electronic communication, save as specifically provided in this Section.

21.3 Either party may at any time by giving notice to the other party (in the manner provided above) change its address for notice purposes, and thereafter the address most recently provided shall be deemed to be the address so changed.

22.0 FREEDOM OF INFORMATION

22.1 The parties hereto acknowledge and agree that this Agreement and any information contained herein may be required to be released pursuant to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56.

23.0 TERMINATION

23.1 The parties shall each have the right to terminate this Agreement at any time during the Term and without cause, by giving the Licensor not less than thirty (30) days' prior written notice of termination.

23.2 Upon the expiration of the Term or Extended Term (if applicable) of this License or upon earlier termination of this Agreement (collectively referred to as the "Termination Date"), the Licensee shall promptly remove all Trade Fixtures, furniture, equipment, computers and other

technological devices, photocopiers, facsimiles, telephones, and office supplies from the Licensed Premises. In the event that the Licensee fails to remove all Trade Fixtures, furniture, equipment, computers and other technological devices, photocopiers, facsimiles, telephones, office supplies, and any other office equipment and supplies from the Licensed Premises within thirty (30) days following the Termination Date, the Licensee acknowledges and agrees that the Licensor may remove and store or dispose of same and all charges for such removal, storage and/or disposal shall be payable by the Licensee immediately upon demand by the Licensor.

- 23.3** The Licensee shall be responsible for all costs, expenses and liabilities for the removal of all Trade Fixtures, furniture, equipment, computers and other technological devices, photocopiers, facsimiles, telephones, and office supplies at the Termination Date and shall, at the Licensee's sole liability and expense, restore the Licensed Premises to the condition it existed prior to its use of the Licensed Premises, to the satisfaction of the City. In the event that the required restoration of the Licensed Premises is not completed by the Licensee within thirty (30) days following the Termination Date, the Licensee acknowledges and agrees that the City may complete such restoration of the Licensed Area as it deems necessary at the sole liability and expense of the Licensee.
- 23.4** The termination of this License by expiry or otherwise shall not affect the liability of either party to the other with respect to any obligation under this License which has accrued up to the Termination Date that has not been properly satisfied or discharged.
- 23.5** Sections 1-6 inclusive, 8-13 inclusive, 15, 17-20 inclusive, 23-25 inclusive, 28, 29 and 31 of this Agreement shall survive the termination of this Agreement.

24.0 ENTIRE AGREEMENT

- 24.1** The Licensee and the Licensor acknowledge that there are no covenants, representations, warranties, agreements or conditions, expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement and that this Agreement and the Schedules hereto constitute the entire agreement between the Licensor and the Licensee and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality hereto executed by the Licensor and the Licensee. Schedules "A" and "B", which are attached to this Agreement, form part of this Agreement.

25.0 SEVERABILITY

25.1 The Licensor and the Licensee agree that all of the provisions of this Agreement are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. Should any provision or provisions of this Agreement be illegal or not enforceable, it or they shall be considered separate and severable from this Agreement and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

26.0 INTERPRETATION

26.1 The words "herein", "hereof", "hereby", "hereunder", "hereto", "hereinafter", and similar expressions refer to this Agreement and not to any particular paragraphs section or other portion thereof, unless there is something in the subject matter or context inconsistent therewith.

27.0 HEADINGS AND CAPTIONS

27.1 The headings in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this Agreement nor any of the provisions hereof.

28.0 ASSIGNMENT

28.1 The Licensee covenants not to assign this Agreement or sublicense the Licensed Premises without the prior express written consent of the Licensor.

29.0 EFFECT OF AGREEMENT

29.1 This Agreement and everything herein contained shall operate to the benefit of the parties hereto and be binding upon the respective successors, assigns and other legal representatives, as the case may be, of each of the parties hereto subject to the granting of consent by the Licensor as provided herein to any assignment or sublease, and every reference herein to any party hereto shall include the successors, assigns and other legal representatives of such party.

30.0 TIME OF ESSENCE

30.1 Time shall be of the essence hereof.

31.0 GOVERNING LAW

31.1 This Agreement shall be governed by and construed in accordance with the laws of Ontario.

IN WITNESS WHEREOF the parties hereto have signed this Agreement this 9th day of February, 2015.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: _____
 Name: Christian Provenzano
 Position: Mayor

Per: _____
 Name: Malcolm White
 Position: City Clerk

**We are authorized to bind the Corporation of the City of Sault Ste. Marie*

PORT OF ALGOMA INC.

Per: _____
 Name: Anshumali Dwivedi
 Position: CEO, Port of Algoma Inc.

**I am authorized to bind Port of Algoma Inc.*

Schedule "A"

99 Foster Drive legally described as:

PIN 31540-0021 (LT) PCL 2951 SEC AWS; UNIT 1 PL D33 SAULT STE. MARIE EXCEPT PT 8 1R3723; SAULT STE. MARIE

PIN 31540-0022 (LT) PCL 916 SEC AWS; PT WATER LT IN FRONT OF LT 7, 8 & 9 S/S BAY ST PL TOWN PLOT OF SAULT STE. MARIE; PT WATER LOT IN FRONT OF LT 7 S/S BAY ST PL TOWN PLOT OF SAULT STE. MARIE AS IN LT12185 EXCEPT PT 9 1R3723; SAULT STE. MARIE

PIN 31540-0042 (LT) PCL 101 SEC ALG; UNIT 1 PL D32 SAULT STE. MARIE; SAULT STE. MARIE

PIN 31540-0043 (LT) PCL 1460 SEC ALG; WATER LT IN FRONT OF LT 6 S/S BAY ST PL TOWN PLOT OF SAULT STE. MARIE EXCEPT PL M78; SAULT STE. MARIE

PIN 31540-0073 (LT) PCL 5697 SEC AWS; PT WATER LT IN FRONT OF LT 9 S/S BAY ST PL TOWN PLOT OF SAULT STE. MARIE PT 4 1R1463; SAULT STE. MARIE

PIN 31540-0090 (LT) LT 7 S/S BAY ST, 8 S/S BAY ST PL TOWN PLOT OF ST. MARY'S; PT LT 9 S/S BAY ST PL TOWN PLOT OF ST. MARY'S PT 1 EXPROP PL T130973; SAULT STE. MARIE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-35

PROPERTY ACQUISITION: (Map No.519) A by-law to authorize the City's purchase of a portion of property located at civic 1915 Base Line, Sault Ste. Marie.

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

1. **PROPERTY ACQUISITION**

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" hereto at a price not exceeding the consideration provided in said Schedule "A".

2. **EXECUTION OF DOCUMENTS**

The Mayor and Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to all documents required to complete the said acquisition.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

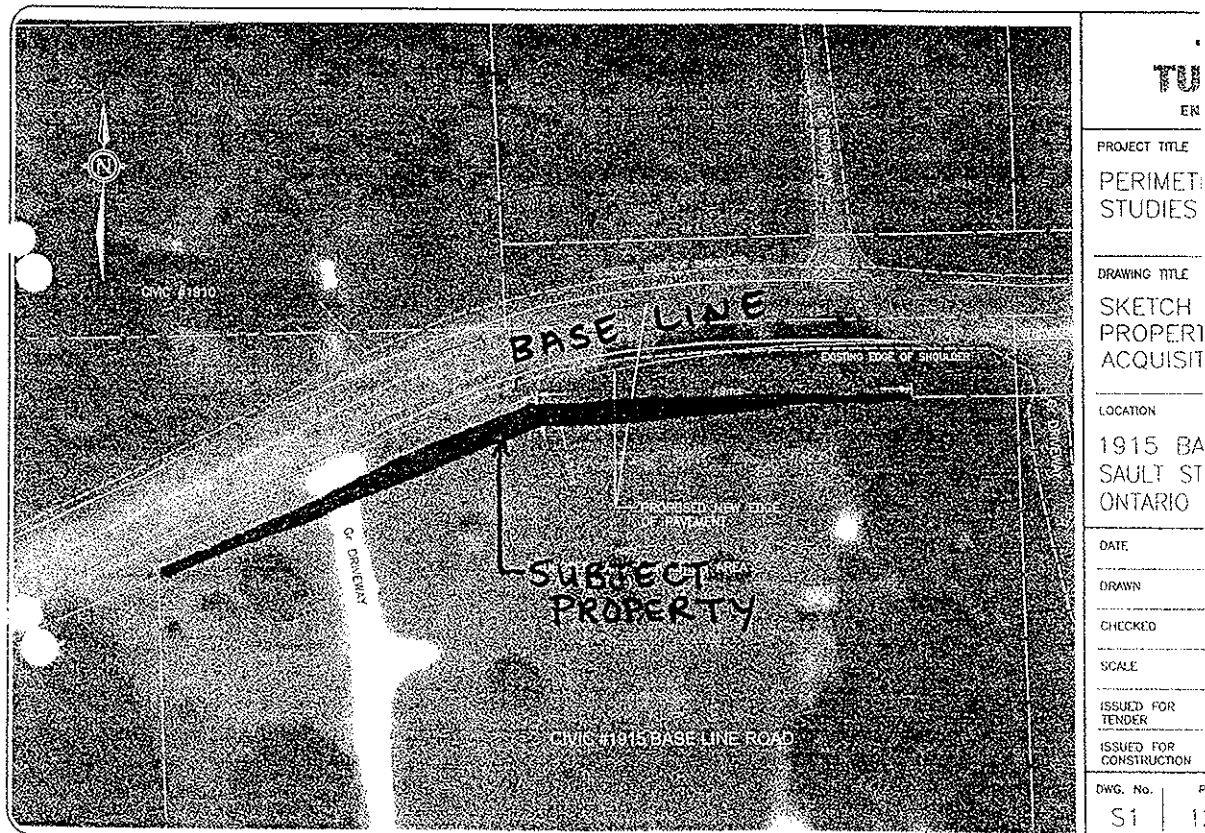
PASSED in open Council this 9th day of February, 2015.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2015-35

PURCHASER: The Corporation of the City of Sault Ste. Marie
VENDOR: JOHN CARON AND DEBORAH CARON
ADDRESS: PART OF 1915 BASE LINE, SAULT STE. MARIE, ONTARIO
LEGALLY DESCRIBED AS: PART OF PIN 31616-0125 (LT)
PCL 6915 SEC AWS; PT SEC 1 PARKE PT 1 1R2391;
SAULT STE. MARIE
CONSIDERATION: \$2,500.00
(subject to usual adjustments)



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-36

AGREEMENT: (AG133) A by-law to authorize the execution of a Licence to Occupy City Property Agreement between the City and Algoma Common Elements Condominium Corporation No. 21 for the use of lands located at the intersection of Fourth Line West and Crimson Ridge Drive, municipally known as Fourth Line West for a period of five (5) years commencing February 1, 2015 and ending on January 31, 2020.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a Licence to Occupy City Property Agreement dated February 9, 2015 between the City and Algoma Common Elements Condominium Corporation No. 21, a copy of which is attached as Schedule "A" hereto. This agreement is for the use of lands located at the intersection of Fourth Line West and Crimson Ridge Drive, municipally known as Fourth Line West for a period of five (5) years commencing February 1, 2015 and ending on January 31, 2020.

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 9th day of February, 2015.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Schedule "A"

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE AGREEMENT made in duplicate this 9th day of February, 2015.

BETWEEN:

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

(herein referred to as the "City")

- and -

ALGOMA COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 21

(herein referred to as the "Condominium")

WHEREAS the City is the registered owner of the lands and premises municipally known as "Fourth Line West", a portion of which abuts Crimson Ridge Drive, which portion is legally described in PIN 31599-0207(LT)(the "City Lands");

AND WHEREAS the Condominium is the owner of Crimson Ridge Drive which services the parcels of tied land appurtenant to the Condominium.

AND WHEREAS the Condominium desires to use a portion of the City Lands to create an entranceway to the parcels of tied land, consisting of a Boulevard, Building and Entrance Sign (the "Condominium Entrance"), in accordance with the dimensions and at the locations as marked and identified in Schedule "A" to this Licence Agreement (the "Licenced Area");

AND WHEREAS the City is prepared to grant to the Condominium the right to occupy the Licenced Area for the Condominium Entrance subject to the terms and conditions set out herein;

NOW THEREFORE in consideration of the sum of One (\$1.00 CDN) Dollar, the receipt of which is hereby acknowledged by the City and the mutual covenants, agreements and promises hereinafter set forth, the parties for themselves and their respective permitted assigns do hereby covenant and agree with one another as follows:

1. The City grants to the Condominium the right to occupy the Licenced Area for a period of five (5) years commencing February 1, 2015 (the "Term") and ending on January 31, 2020. This Licence Agreement shall automatically renew on a yearly basis thereafter on the same terms and conditions at both parties consent (the "Renewal Term(s)").
2. The Licenced Area shall only be used for the Condominium Entrance which shall be constructed in accordance with the dimensions and at the locations as marked and identified in Schedule "A" to this Licence Agreement. The Condominium shall not use or permit the Licenced Area to be used for any purpose other than the purpose set out herein.

3. The Condominium acknowledges and agrees that this Licence Agreement is subject to the conditions set out in Schedule "B" attached.

4. The Condominium shall not assign, transfer or make any other disposition of this Licence Agreement or of the rights conferred thereby, without the prior written consent of the City.

5. Any notice pursuant to any of the provisions of this Licence Agreement shall be deemed to have been properly given if delivered in person or sent electronically as follows:

In the case of notice to the City to:

Melanie Borowicz-Sibenik
Assistant City Solicitor
The Corporation of the City of Sault Ste. Marie
Email: m.borowiczsibenik@cityssm.on.ca

In the case of notice to the Condominium to:

Regent Property Management Ltd.
452 Albert Street East
Sault Ste. Marie, Ontario
P6A 2J8

ATTENTION: Mr. Steve McGuire

Email: steve@regentpm.com

6. This Licence Agreement, together with the recitals and the Schedules appended hereto constitutes the entire agreement of the parties and supercedes all prior representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be modified only be written instrument signed by both parties.

7. The provisions of this Licence Agreement shall be binding upon and enure to the benefit of, the parties and their respective successors and (where applicable) permitted assigns.

8. The parties hereto acknowledge and agree that the recitals and Schedules "A", "B" and "C" appended hereto shall and do form part of this Licence Agreement.

9. This Licence Agreement shall be exclusively governed by, and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein.

10. This Agreement may be executed by the parties hereto in separate counterparts, each of which so executed shall be deemed to be an original. Such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the effective date set forth above.

11. The parties hereto agree that paragraphs 1-4 inclusive and, 6-11 inclusive of this Licence Agreement, the recitals herein, and Schedules "A", "B" and "C" to this Licence Agreement shall survive the termination of this Licence Agreement.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement this day of February, 2015.

ALGOMA COMMON ELEMENTS CONDOMINIUM
CORPORATION NO. 21

Per: _____

PRESIDENT – ANTERO TARVUDD

I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

Per: _____

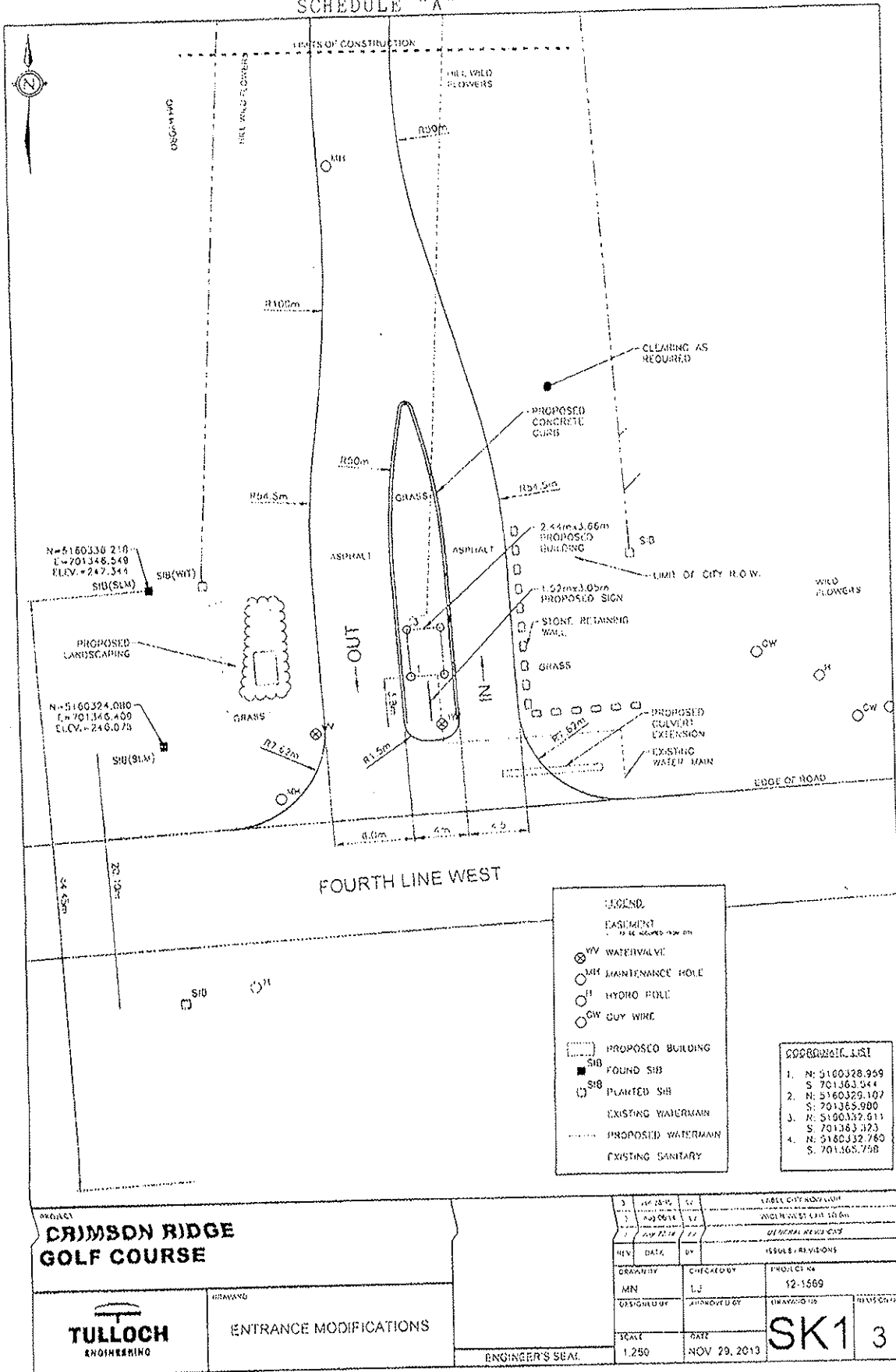
MAYOR – CHRISTIAN PROVENZANO

Per: _____

CITY CLERK – MALCOLM WHITE

We have the authority to bind the Corporation

SCHEDULE "A"



SCHEDULE "B" TO LICENCE AGREEMENT

The parties hereto acknowledge and agree that this Licence Agreement is subject to the following conditions:

1. The Condominium shall be permitted to use the Licenced Area for the Condominium Entrance, which shall consist of a Boulevard, Building and Entrance Sign in accordance with the dimensions and at the locations as set out in Schedule "A" to this Licence Agreement. The Entrance Sign shall be in the form and in accordance with the dimensions as set out in Schedule "C" to this Licence Agreement.
2. The Condominium shall at no time excavate the lands comprising the Licenced Area. The Condominium acknowledges and agrees that there shall be no changes or additions to the Condominium Entrance without the prior express prior written consent of the City.
3. At no time shall the City be responsible for constructing, transporting, setting up, operating, inspecting, maintaining, or otherwise dealing with the Condominium Entrance or any other matters related directly or indirectly thereto. The Condominium shall be responsible for all costs, expenses and liabilities related to the construction, transportation, set up, operation, inspection and maintenance of the Condominium Entrance and any other matters related directly or indirectly thereto. The Condominium shall indemnify and save harmless the City from any costs, liabilities and expenses incurred by the City that may result from the Condominium Entrance and any matters related directly or indirectly thereto.
4. The Condominium confirms that the City has not provided any representation, warranty or other assurance regarding the suitability of the Licenced Area, City Lands or any part thereof, for use by the Condominium. The Condominium acknowledges that it has carried out an inspection of the City Lands and Licenced Area specifically to satisfy itself concerning the suitability of same for its proposed use and further, that it is using the Licenced Area on an "as is where is" basis.
5. The Condominium shall have full responsibility, at its own expense, to ensure that it has obtained all necessary approvals and secured and/or completed all such permits, plans, assessments, proposals, and studies that are necessary, if any, for the Condominium Entrance. The Condominium acknowledges that it must apply for and receive a permit from the Sault Ste. Marie Conservation Authority ("SSMRCA") prior to constructing the Condominium Entrance. The Condominium represents and warrants that it applied for and received the necessary permit(s) from the SSMRCA in regards to the Condominium Entrance. The Condominium shall save harmless and fully indemnify the City from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Condominium of such approvals, permits, plans, assessments, proposal, and studies.
6. The Condominium shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Condominium Entrance and all matters related to this Licence Agreement and shall save harmless and fully indemnify the City from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Condominium with such Laws, By-Laws, Rules and Regulations.

7. The Condominium shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Condominium Entrance, the intent being that the City shall be at no risk or expense to which it would not have been put had the Condominium Entrance not been placed on the Licenced Area.

8. The Condominium agrees to defend, indemnify and save harmless the City and their respective councilors, officials, officers, directors, employees, consultants, agents, successors, contractors and assigns, or any of them, from any actions, causes of actions, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings (including without limitation those relating to environmental, product liability, work place safety and insurance compensation, personal injury, property damage, occupational health and safety matters) made or brought against or suffered by or imposed upon all or any of them or their respective property in respect of any loss or damage to property, personal injury or death or any other losses of any nature or other relief to any person or property directly or indirectly arising out of or resulting from or sustained by reason of any act, error, default, failure, fault, neglect, negligence, omission or wrong doing of the Condominium, its directors, officers, employees, consultants, subcontractors, agents, users, customers, or other persons for which it is responsible in law or any of them including but not limited to the design, hauling, delivery, transportation, construction, set up, operation, inspection and maintenance of the Crimson Entrance, or any other activities related directly or indirectly to the Condominium Entrance or otherwise arising out of or connected with this Agreement.

9. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of the Licenced Area, such that removal of any portion or the entirety of the Condominium Entrance is required, the Condominium shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Condominium Entrance to its condition prior to such access by the City and/or emergency personnel.

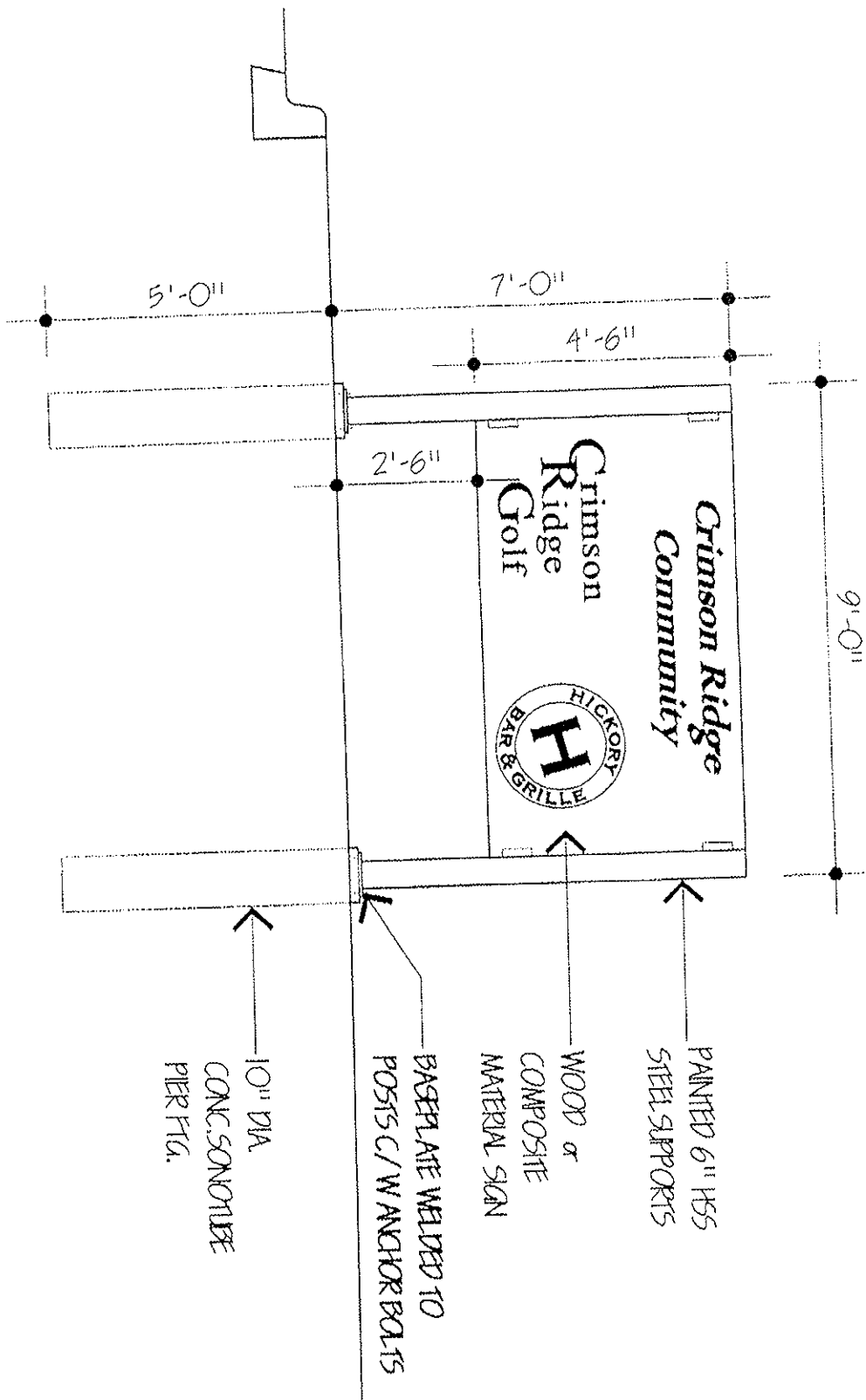
10. During the Term, the Condominium shall be responsible, at its sole liability and expense, to complete all necessary inspections, maintenance and upkeep of the Licenced Area. The Condominium agrees to regularly inspect and maintain the Licenced Area in a manner that is consistent with the overall character of the remainder of the City Lands. In the event that the Condominium fails to maintain the Licenced Area in a manner satisfactory to the City in the City's sole discretion, the City may terminate this Licence Agreement on ten (10) days' written notice to the Condominium. The Condominium further acknowledges and agrees that its use and operation of the Licenced Area shall not interfere with the use and maintenance of the remainder of the City Lands.

11. At the conclusion of the Term or Renewal Term(s), or upon early termination of this Licence Agreement, the Condominium shall within thirty (30) days of same, promptly remove all materials related to the the Condominium Entrance, complete all necessary cleanup activities and restore the Licenced Area to the condition it existed prior to its use of the Licenced Area, to the satisfaction of the City. In the event that the required cleanup activities and restoration of the Licenced Area is not completed by the Condominium by thirty (30) days after the conclusion of the Term or Renewal Term(s), or upon early termination of this Licence Agreement, the City may complete such cleanup, removal of the items and restore the Licenced Area as it deems necessary at the expense, liability and risk of the Condominium.

12. The Condominium hereby acknowledges and agrees that the Condominium has no proprietary right, title or interest in the Licenced Area, and that same is and shall remain the property, title and right of the City.

13. The Condominium shall keep in force during the term of this Licence Agreement, property damage insurance and personal injury insurance against claims for bodily injury, death or property damage occurring on the Licenced Area in an amount not less than Two Million (\$2,000,00.00) Dollars and name the City as "Additional Insured" to same. Proof of said insurance shall be filed with the Legal Department of the City of Sault Ste. Marie on or before February 16, 2015, and thereafter on February 1, 2015 of every year in the Term and Renewal Term(s), if applicable.

SCHEDULE "C"



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-37

AGREEMENT: (AG43) A by-law to authorize the execution of an agreement between the City and 882206 Ontario Inc. to renew the lease for the Pro Shop at the John Rhodes Community Centre for a term of five (5) years commencing March 1, 2015 and expiring February 28, 2020.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated February 9, 2015 between the City and 882206 Ontario Inc., a copy of which is attached as Schedule "A" hereto. This agreement is to renew the lease for the Pro Shop at the John Rhodes Community Centre for a term of five (5) years commencing March 1, 2015 and expiring February 28, 2020.

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 9th day of February, 2015.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

Lease File No. L-270

This Agreement made this 9th day of February, 2015

IN PURSUANCE OF the Short Forms of Leases Act, R.S.O. 1990, c. S.11.

B E T W E E N: **THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

hereinafter called the "Landlord"

- and -

882206 ONTARIO INC.

hereinafter called the "Tenant"

WHEREAS the Landlord and the Tenant entered into an original Lease Agreement on March 1, 2000 regarding the demised premises;

AND WHEREAS the original Agreement was authorized by By-law 2000-53 passed by the Landlord on March 6, 2000, for a lease term of five (5) years commencing on March 1, 2000 and expiring on February 28, 2005;

AND WHEREAS the Landlord and Tenant entered into a new Lease Agreement authorized by By-law 2005-16 which was passed by the Landlord on February 7, 2005 for a lease term of five (5) years, commencing on March 1, 2005 and expiring on February 28, 2010, with the option of three (3) further renewal terms of five (5) years each;

AND WHEREAS the Tenant exercised its first of three (3) renewal options for renewal of the Lease which was formalized by way of Lease Agreement authorized by By-law 2010-47, passed by Council on February 22, 2010. The recitals to this Lease Agreement incorrectly noted that the Tenant has exercised its second of three (3) renewal options when in fact the Tenant had only exercised one (1) of its three (3) renewal options;

AND WHEREAS the Tenant has by this Lease Agreement, now exercised its second of three (3) renewal options for the Lease Agreement;

NOW THEREFORE IN CONSIDERATION of the sum of \$2.00 and other valuable consideration now paid by each party to the other, the parties agree as follows:

IN CONSIDERATION of the sum of \$2.00 and other valuable consideration now paid by each party to the other, the parties agree as follows:

1. In this lease:

- (a) "Demised Area" shall mean a pro shop comprising a portion of the John Rhodes Centre and shown on Schedule "A" consisting of 680 square feet of leaseable area.
- (b) "Gross Revenue" means all sales, receipts and receivables of the Tenant and any licensee, concessionaire, sub-Tenant or other person from all business conducted at, in, upon or from the Demised Area and without limiting the generality of the foregoing, includes:
 - (i) The entire amount of the sales price whether for cash, credit or otherwise, of all sales of goods, wares and merchandise and charges for services (including amounts received for equipment rentals) made or performed at, in, upon or from the Demised Area.
 - (ii) Amounts received or receivable in respect of orders taken or received at the Demised Area (although such orders may be filled elsewhere).
 - (iii) Amounts received or receivable in respect of orders made or performed pursuant to mail, telephone, or other similar orders received at the Demised Area.
 - (iv) Gross receipts from public telephones and from coin operated or other vending devices at, in or about the Demised Area.
 - (v) Gross receipts or receivables which the Tenant or any licensee, concessionaire, sub-Tenant or other person carrying on business at, in, upon or from the Demised Area would in the normal course of its business and in accordance with generally accepted accounting practice attribute thereto.

No deduction shall be made for uncollected accounts and each sale or service made or performed on credit, or cash and credit shall be treated as a sale or service made or performed for the price charged in the month during which it was made or performed, irrespective of when payment is made.

"Gross Revenue" shall not include:

- (i) Cash or credit refunds to customers or transactions otherwise included in Gross Revenue.
- (ii) Any money collected and paid out for any federal, provincial or municipal taxes which the Tenant is required to collect as a direct and separate tax from its customers and which are not included in the retail sales price of the merchandise sold
- (iii) The exchange or transfer of merchandise between the stores of the Tenant where such exchange or transfer of merchandise is made solely for the convenient operation of

the business of the Tenant and not for the purpose of consummating a sale at, in, from or upon the Demised Area or for the purpose of depriving the Landlord of the benefit of a sale which otherwise would be made at, in, from or upon the Demised Area.

- (c) "Manager" shall mean the Landlord's Manager of Community Centres.
2. (a) The Landlord hereby demises and leases the Demised Area to the Tenant for a term of five (5) years commencing March 1, 2015, and expiring February 28, 2020, on the terms and conditions set out in this lease with rent payable on the 10th day of each month during the term.
- (b) The Tenant shall be allowed one (1) more option to renew the lease for five (5) years. All terms of the lease shall be subject to review after the term of this lease. If any of the terms of next renewal cannot be agreed to by the parties, the terms shall be determined by arbitration in accordance with the Arbitrations Act.
3. (a) The Tenant shall pay the Landlord rent consisting of:
- (i) an annual base rent as set out in Schedule "B" and for the purpose of this lease, the gross leasable area is agreed by the parties to be 680 square feet, plus
 - (ii) a percentage rent as set out in Schedule "B" of the Tenant's gross revenue for each year of the lease.
- (b) The percentage rent shall become due and be paid quarterly as Additional Rent not later than fifteen (15) days after the last day of each quarter of each lease year based upon the gross revenue of the Tenant during such quarter of each lease year based upon the gross revenue of the Tenant during such quarter as shown by the monthly statements submitted by the Tenant as required under this lease.
- (c) On or before the fifteenth (15th) day after each month of the term of this lease and on or before the fifteenth (15th) day after the termination date of this lease the Tenant shall provide to the Landlord a statement in writing signed and verified by the Tenant and setting forth the amount of the Tenant's gross revenue for the proceeding month.
- (d) In addition to the payment of rent set out above, the Tenant shall be responsible for paying:
- (i) its own cleaning costs.

- (ii) any property taxes that may arise as a result of the Tenant's occupancy and use of the Demised Area, which can be billed monthly to the Tenant by the Landlord.
 - (iii) any goods and services tax payable as a result of the Tenant's occupancy and use of the Demised Area and any provincial sales tax.
 - (iv) common area costs, shared on a pro rata basis for utility costs, cleaning costs, snow removal costs, security, (estimated at \$51.00 per month which can be reviewed after one year of operation)
 - (e) The Tenant shall keep or cause to be kept on the Demised Area or in such other location as the Landlord may approve in writing, full, true and accurate records in reasonable form and detail approved by the Landlord of all business at the Demised Area from which the gross revenue may be accurately determined and to which the Landlord and its employees and agents or any auditor or auditors appointed by it shall have access at any and all times during business hours of the Tenant for the purpose of examination or audit.
4. (a) The Tenant covenants with the Landlord:
- (i) to pay rent;
 - (ii) to pay all charges (including penalties and interest) for water, electricity and other utilities supplied to the Demised Area, directly to the supplier thereof in each case;
 - (iii) not to make changes in the Demised Area except in accordance with plans therefor which have been submitted to, and approved by, the Manager, such approval not be unreasonably withheld and to make any such changes expeditiously in a good and workerlike manner (including property clean-up) to the satisfaction of the Manager;
 - (iv) to keep the Demised Area in a clean and well ordered condition and not to permit any rubbish, refuse, debris or other objectionable material to be stored or to accumulate therein, all to the satisfaction of the Manager;
 - (v) to use the Demised Area only for the purposes of a pro shop. For the purposes of this lease a pro shop shall be defined to mean the sale and servicing of sports products and shall include skate sharpening and repair. The pro shop shall not be allowed to sell food or drink products.
 - (vi) not to assign or sublet this lease without the permission of the Landlord and the Landlord will not unreasonably withhold that permission.
 - (vii) not to erect any signs on the Demised Area without the written consent of the Manager;

- (viii) to ensure that nothing is done or kept at or on the Demised Area which is or may be a nuisance or which causes damage to or interference with normal usage of any adjoining property, provided that the use referred to in clause (v) and the vehicles, supplies and equipment necessarily incidental thereto shall not be deemed to be, in and of themselves, a nuisance;
 - (ix) to take at its own expense all measures necessary to ensure to the Manager's satisfaction that the plant of or appurtenances to any municipal service or public utility now or in the future on, under or adjacent to the Demised Area, is adequately protected against damage, impairment, destruction or loss;
 - (x) not to store inflammable or explosive substances on the Demised Area;
 - (xi) to comply with all federal, provincial and municipal laws, by-laws, rules and regulations affecting the Demised Area, including the obtaining of all necessary permits and licences and to save the Landlord harmless from any liability or cost suffered by it as a result of failure of the Tenant to do so;
 - (xii) upon termination of the tenancy, at its own risk and expense, to remove from the Demised Area within 30 days, any fixtures and chattels belonging to it, with all damage, if any, caused by such removal made good by it and to leave the Demised Area neat, clean, level and free of all waste material, debris and rubbish, all to the Manager's satisfaction, and
 - (xiii) that upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this indenture within 30 days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Demised Area and fulfil such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefor reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears.
- (b) The Tenant accepts the Demised Area in the condition existing at the date of the commencement of the Term.
5. The Tenant shall operate seven days per week. The Tenant's hours of operation shall be from Monday to Friday, 2:00 p.m. to 10:00 p.m. and on Saturday and Sunday from 8:00 a.m. to 8:00 p.m., unless otherwise agreed to in writing by the Manager of Community Centres.
6. The Tenant covenants that the entrance and exit to the Demised Area shall be:
- (i) in the case of the exterior entrance being from the north side of the main arena entrance; and
 - (ii) in the case of the interior entrance being in the corridor adjoining the pool;

only and the Tenant shall cause proper signs in this regard to be erected.

7. (a) If the Tenant or any assignee or sub-Tenant makes an assignment for the benefit of creditors, or becomes insolvent or commits an act of bankruptcy as defined by the *Bankruptcy Act and Insolvency Act*, R.S.C. 1985, c. B-3, or if the leasehold interest created by this indenture is at any time seized or taken in execution or in attachment, or if the Tenant or any corporate assignee or sub-Tenant is subjected to voluntary or compulsory liquidation or winding-up, or if the Demised Area becomes abandoned, then, at the option of the Landlord, the lease shall cease, the Term shall be at an end, the rent for the then next ensuing three months shall immediately become due and payable and the Landlord may re-enter and take possession.
- (b) Notwithstanding any present or future Act of the Ontario Legislature, none of the Tenant's goods and chattels on the Demised Area shall at any time during the Term be exempt from levy by distress for rent in arrears, and the Tenant, having waived any such exemption, shall by this clause be estopped from setting up any such exemption in any proceedings between the parties.
- (c) This indenture makes provision for re-entry by the Landlord on non-payment of rent or non-performance of covenants.
8. (a) The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever (including those under or in connection with the *Workplace Safety and Insurance Act*, 1997, S. O. 1997, c. 16, Sch. A, or any successor legislation) made or brought against, suffered by or imposed on the Landlord or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents and property of the Landlord or of the Tenant) directly or indirectly arising out of, resulting from or sustained as a result of the Tenant's occupation or use of, or any operation in connection with the Demised Area or any fixtures or chattels therein except to the extent attributable to the Landlord's negligence.
- (b) The Tenant shall, at all times during the currency of this Term and any renewal thereof, at its own expense maintain in force insurance coverage with respect to the Demised Area and its use and occupation thereof, and shall provide the Landlord with certificates of a policy or policies of an insurance company or companies to the Landlord for:
 - (i) insurance against loss by such insurable hazards as the Landlord may from time to time reasonably request, and

- (ii) liability insurance for bodily injury, death or property damage up to \$2,000,000.00.

Every policy or policies of insurance maintained shall provide cross-liability coverage and waiver of subrogation and the Landlord may require the Tenant to supply evidence thereof from time to time.

- (c) The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the *Construction Lien Act*, R. S. O. 1990, c. C.30, in connection with any work done for the Tenant at or on the Demised Area and shall at its own expense promptly see to the removal from the registered title to the Demised Area, of every claim for lien or certificate of action having to do with such work and in any event within 30 days of being notified in writing by the Landlord to do so, failing which the Landlord may see to such removal and recover the expense and all attendant costs from the Tenant as rent owing and in arrears.
 - (d) The Landlord assumes no responsibility for damage by fire, theft or otherwise whatsoever, to the goods, chattels, fixtures and improvements of the Tenant or of any other person except to the extent caused by the negligence of the Landlord or any person(s) for whom the Landlord is at law responsible.
 - (e) The provisions of this clause 8 will continue to apply, notwithstanding cessation of the tenancy created by this indenture, throughout the period(s) during which activities take place pursuant to paragraphs (xii) and (xiii) of clause 4(a) of the lease.
9. If, at the expiration of the Term, the Tenant remains in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenant shall be deemed to be a monthly Tenant only at a rental payable monthly in advance at the rate payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this lease.
10. (a) Any notice pursuant to any of the provisions of this indenture shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed:

in the case of notice to the Landlord to:

Manager of Community Centres
Community Services Department
P.O. Box 580
Sault Ste. Marie, Ontario P6A 5N1

in the case of notice to the Tenant to:

882206 Ontario Inc.
260 Elizabeth Street
Sault Ste. Marie, Ontario P6A 6J3

or to such other address as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the 4th business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the 1st day next following the dating of faxing.

- (b) The authority of the Manager shall not be deemed to be exhausted by any individual exercise thereof and in the matters for which he or she is responsible under this indenture, the Manager shall be the sole judge whose opinion and exercise of discretion shall not be subject to review in any manner whatsoever except as expressly otherwise indicated in this lease.
11. (a) All sums, for rent or otherwise, payable to the Landlord under this lease shall bear interest commencing the first day next following the failing due thereof, at the then current rate of interest charged to the Landlord by its bankers until the actual date of payment.
 - (b) The Tenant shall pay to the Landlord all the Landlord's legal costs, on a solicitor and client basis, of all actions or other proceedings in which the Landlord participates in connection with, or arising out of the obligations of the Tenant under this indenture or arising out of the Tenant's occupation of the Demised Area, except to the extent that the Landlord is not successful therein.
 12. (a) The Landlord covenants that it shall install systems capable of heating, ventilating and air conditioning the Demised Area, other leasable premises in the John Rhodes Centre and the common facilities and administrative areas of the John Rhodes Centre to reasonable temperatures for the reasonable use thereof, as determined by the Landlord.
 - (b) In the event of any breakdown in the heating, ventilating or air conditioning systems, the Landlord shall not be liable to the Tenant for indirect or consequential damages or damages for personal discomfort or illness.
 13. The Landlord or any employee or agent of the Landlord shall have the right during business hours of the Tenant or at any time during any emergency as

determined by the Landlord, to enter the Demised Area for any of the following purposes:

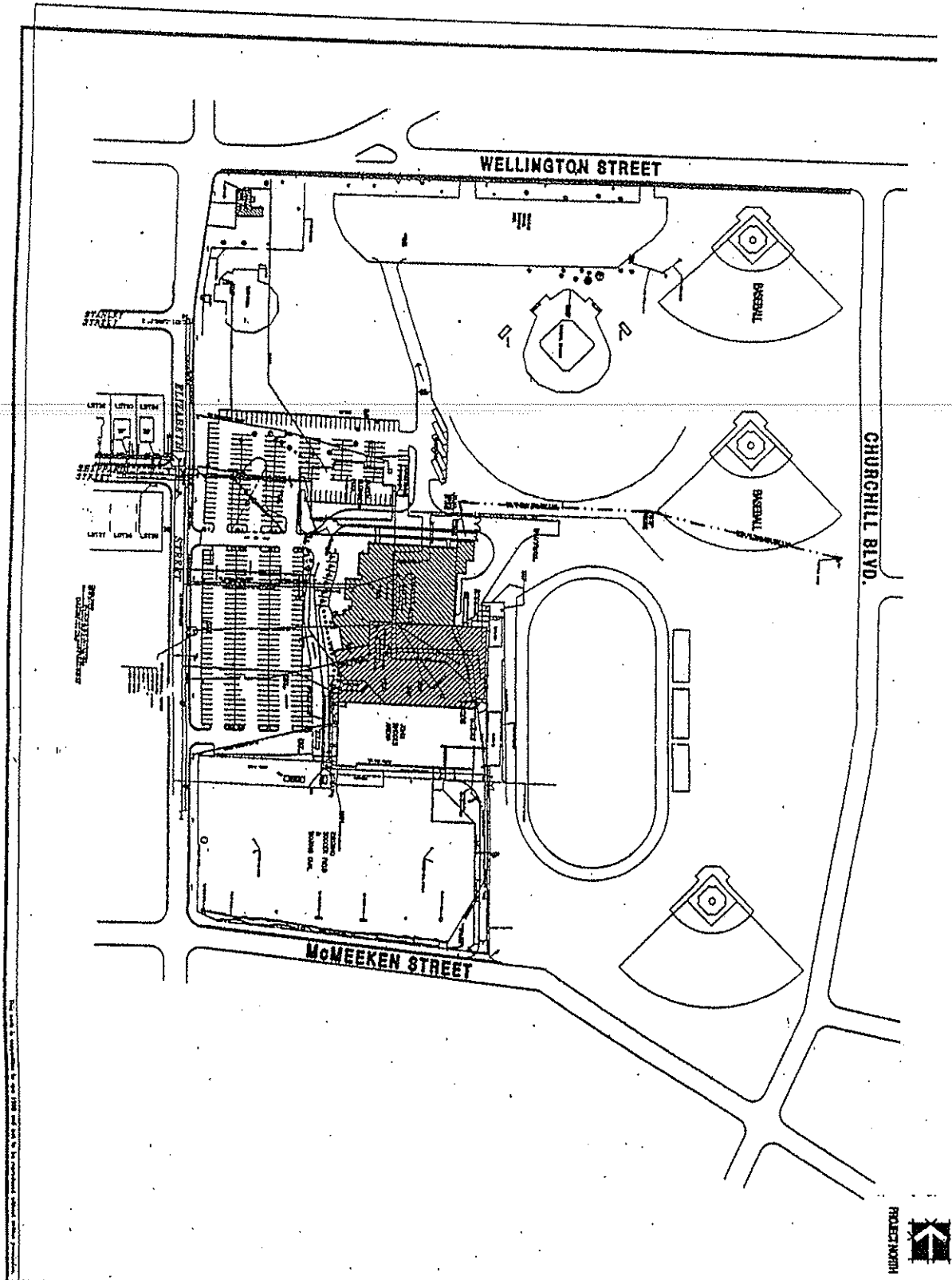
- (a) to examine the state of maintenance, repair and decoration of the Demised Area and the equipment and fixtures therein;
 - (b) to install and maintain pipes, conduits, wire and ducts in the Demised Area to serve the Demised Area or other premises, or both;
 - (c) to show the Demised Area to prospective purchasers, lessees, encumbrances or assignees.
14. (a) No condonation, excusing or overlooking by the Landlord of any default, breach or non-observance of any of the Tenant's obligations under this lease at any time or times shall affect the Landlord's remedies or rights with respect of any subsequent (even if by way of continuation) default, breach or non-observance.
- (b) No waiver shall be inferred from or implied by anything done or omitted by the Landlord.
- (c) Any written waiver by the Landlord shall have effect only in accordance with its express terms.
- (d) All rights and remedies of the Landlord under this lease shall be cumulative and not alternative.
15. (a) The termination of the Term by expiry or otherwise shall not affect the liability of either party to this lease to the other with respect to any obligation under this lease which has accrued up to the date of such termination but not been properly satisfied or discharged.
- (b) The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this lease other than as set out in this lease which constitutes the entire agreement between the parties concerning the Demised Area and which may be modified only by further written agreement under seal.
- (c) The provisions of this lease shall be binding upon, and enure to the benefit of, the parties and their respective successors and (where applicable) permitted assigns.

IN WITNESS WHEREOF the parties have affixed their corporate seals attested to by the hands of their officers in that behalf duly authorized.

) THE CORPORATION OF THE CITY OF SAULT STE MARIE
)
)
) _____
) MAYOR – CHRISTIAN PROVENZANO
)
) _____
) CLERK – MALCOLM WHITE
)
)
) 882206 ONTARIO INC.
)
) _____
) FRANK SPINA – PRESIDENT
)
) I have authority to bind the corporation

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SCHEDULE "A"



ellis - pasture
consultant
724 queen street east 4th fl
quebec q1k 1n5 4k6

9803

Queen Elizabeth II
John Rhodes
Community Centre

revision

scale
not to scale

date

drawn

checked

drawn

drawn

Site Plan

9803

sp1

**Attached to and forming part of a Lease
Between
The Corporation of the City of Sault Ste. Marie, Landlord
and
882206 Ontario Inc., Tenant**

Schedule "B"

**John Rhodes Community Centre
Pro Shop – Financial Agreement**

Item #1

Year 1	Year 2	Year 3	Year 4	Year 5
\$8.50 per sq. ft.	\$8.50 per sq. ft.	\$8.50 per sq. ft.	\$8.50 per sq. ft.	\$8.50 sq. ft.
\$5,779.90	\$5,779.90	\$5,779.90	\$5779.90	\$5,779.90

The rental rate for May, June, July and August will be reduced by \$5.00 per square foot. This reflects a reduction in the use of the facility. This is calculated in the above annual rental figure. The rent will be reviewed again after 3 years of operation.

Item #2 Percentage Rent - this calculated on 7% of sales over the amount listed below for each year

Year 1	Year 2	Year 3	Year 4	Year 5
\$ 129,524	\$ 129,524	\$ 129,524	\$ 129,524	\$ 129,524

Items #3 Utility Costs, Common Areas costs, Cable TV – charge \$51.00 per month

Item #4 Proponent is also responsible for cleaning costs of Pro Shop, property taxes (this can be invoiced monthly if requested), common area costs, insurance and liability coverage of \$2M, letter of credit for \$5,000, applicable G.S.T. or H.S.T.

Item #5 In the third and fourth year of the agreement the City will review the cost per square foot to determine if the rent should be increased in a range of \$0.00 to \$2.00 per square foot.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2015-38

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 65 Northern Avenue East (Stubbs/Bressan).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **65 NORTHERN AVENUE EAST; LOCATED ON THE SOUTHEAST CORNER OF NORTHERN AVENUE EAST AND KITCHENER ROAD; CHANGE FROM C4.S WITH A "SPECIAL EXCEPTION" TO R3.S WITH A "SPECIAL EXCEPTION"**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 1-74 of Schedule "A" to By-law 2005-150, is changed from C4.S (General Commercial) zone with a "Special Exception" to R3.S (Low Density Residential) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(349) and heading as follows:

"2(349) 65 Northern Avenue East

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the southeast corner of Northern Avenue East and Kitchener Road, and having civic no. 65 Northern Avenue East and outlined and marked "Subject Property" on the map attached as Schedule 349 hereto is changed from C4.S (General Commercial) zone with a "Special Exception" to R3.S (Low Density Residential) zone with a "Special Exception" to permit the following yard reductions for a three unit, one storey multiple attached dwelling only:

1. North yard setback reduction from 7.5m to 3m;
2. South yard setback reduction from 10m to 1.2m; and
3. West yard setback reduction from 6m to 5.8m."

3. **BY-LAW 2005-151 FURTHER AMENDED**

Section 2 of By-law 2005-151 is amended by deleting Schedule 238 and replacing it with Schedule 238 attached hereto.

4. **SCHEDULE "A"**

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

5. **SCHEDULE "B"**

Schedule "B" hereto forms a part of this by-law.

6. **CERTIFICATE OF CONFORMITY**

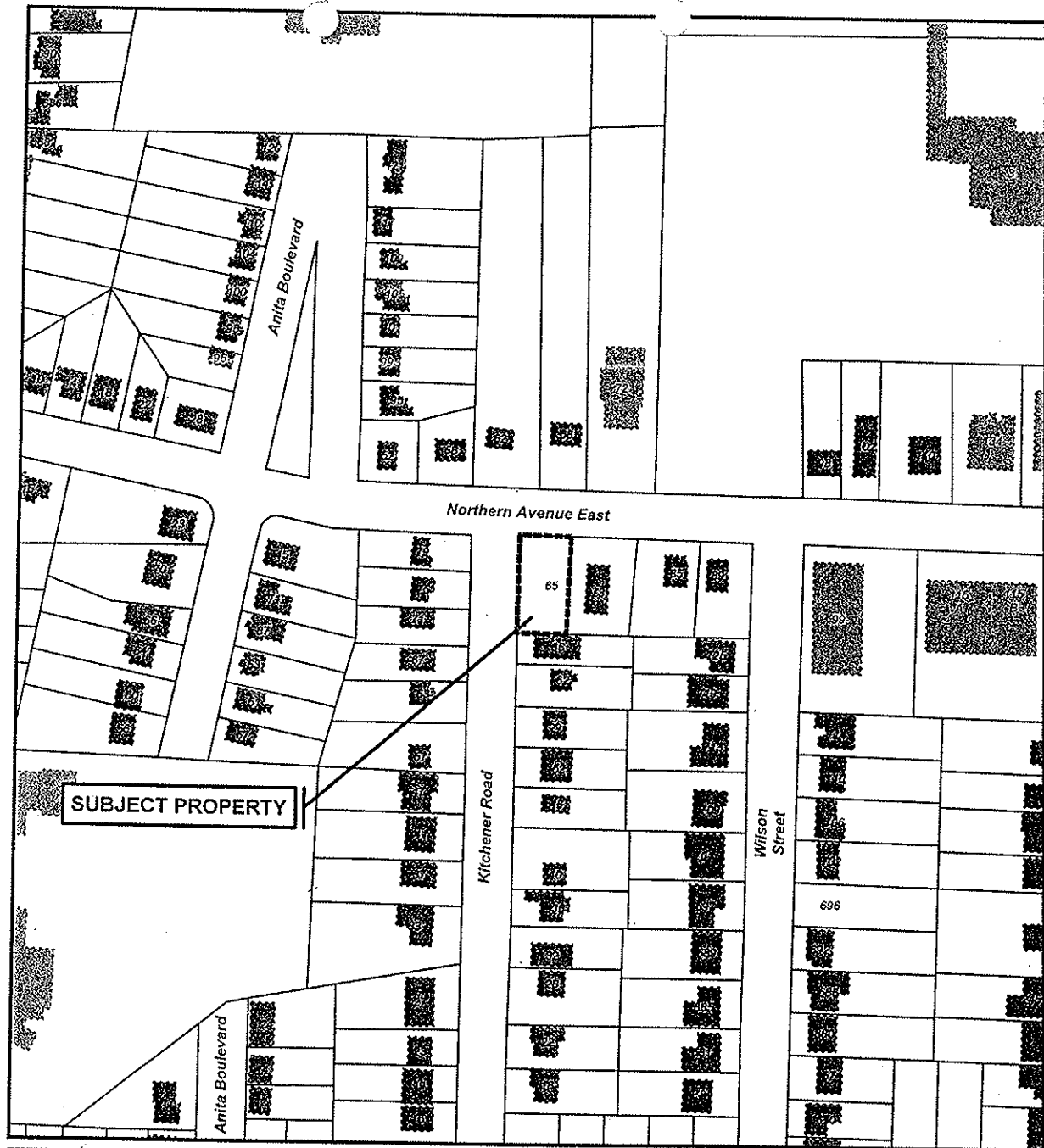
It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 9th day of February, 2015.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

SCHEDULE "A" TO BY-LAW 2015-38 AND
SCHEDULE 349 TO BY-LAW 2005-151



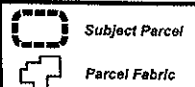
Subject Property Map

65 Northern Avenue East

Planning Application: A-4-15-Z

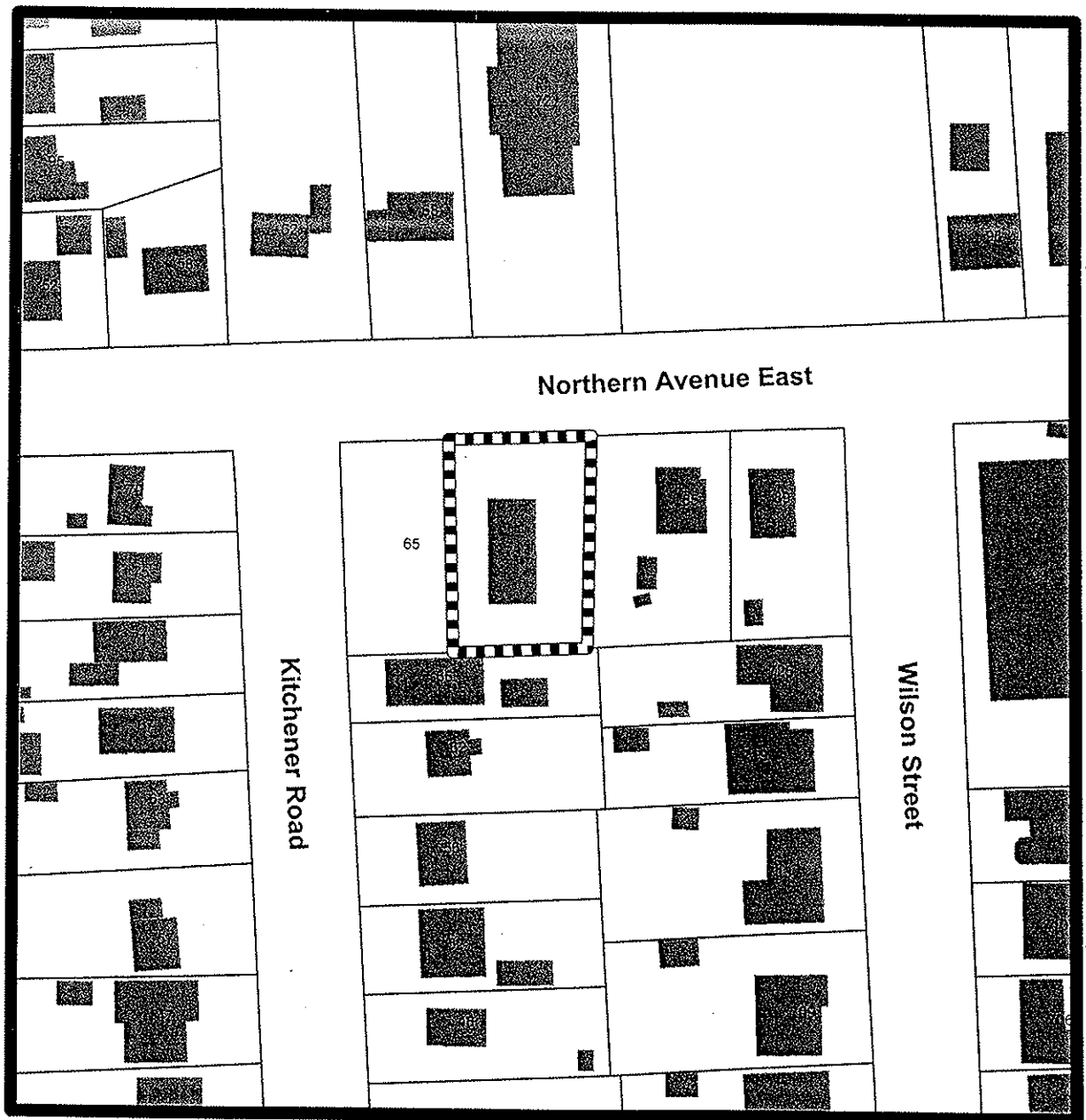
METRIC SCALE
1:2,000
MAP NUMBERS
59 & 1-74

ROLL NUMBER
030-056-077-00
MAIL LABEL ID
A-3-15-T



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SCHEDULE "B" TO BY-LAW 2015-38
AND SCHEDULE 238 TO BY-LAW 2005-151



SUBJECT PROPERTY MAP

73 NORTHERN AVENUE

Planning Application: A-4-15-Z

Legend



Subject Property = 73 Northern Avenue



METRIC SCALE
1 : 1000

ROLL NUMBER
030-056-078-00

MAP NUMBERS
59 & 1-74