

REGULAR MEETING OF CITY COUNCIL REVISED AGENDA

Monday, May 25, 2015

4:30 p.m.

Council Chambers

Civic Centre

	Pages
1. ADOPTION OF MINUTES	13 - 30
Mover Councillor F. Fata Seconder Councillor S. Myers	
Resolved that the Minutes of the Regular Council Meeting of 2015 05 11 be approved.	
2. QUESTIONS AND INFORMATION ARISING OUT OF THE MINUTES AND NOT OTHERWISE ON THE AGENDA	
3. DECLARATION OF PECUNIARY INTEREST	
4. APPROVE AGENDA AS PRESENTED	
Mover Councillor F. Fata Seconder Councillor T. Sheehan	
Resolved that the Agenda for 2015 05 25 City Council Meeting as presented be approved.	
5. PROCLAMATIONS/DELEGATIONS	
5.1 Hydrocephalus and Spina Bifida Awareness Month	
Troy and Annette Chandler	
5.2 Senior Citizen Month / Senior Games Week June 1–5, 2015	
Terry Lou Legros, Supervisor, Senior Services and Rose Jessop, Senior Games Committee Member	

5.3	Parks and Recreation Month	
	Joe Cain, Manager of Recreation and Culture	
5.4	<i>Kids Summer Festival Committee – June 7, 2015</i>	
	Dan Fraser, Safe Communities Partnership	
6.	COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES	
	Mover Councillor F. Fata Seconder Councillor S. Myers	
	Resolved that all the items listed under date 2015 05 25 – Part One – Consent Agenda be approved as recommended.	
6.1	Correspondence	
6.1.1	FedNor	31 - 34
	Canada 150 Community Infrastructure Program	
	Mover Councillor M. Bruni Seconder Councillor S. Myers	
	Whereas FedNor has recently announced the Canada 150 Community Infrastructure Program which will provide \$150 million over two years to support improvements to existing public infrastructure throughout Canada;	
	Now Therefore Be It Resolved that staff be requested to review and report potential projects back to Council as soon as possible.	
6.1.2	Essar Steel Algoma Inc.	35 - 40
	Rebar – Antidumping and Countervailing Duties and Public Interest Inquiry – Request for B.C. Regional Exemption	
	Mover Councillor F. Fata Seconder Councillor T. Sheehan	
	Resolved that correspondence from Essar Steel Algoma Inc. regarding antidumping and countervailing duties for rebar and British Columbia's request for a public interest inquiry seeking a regional exemption therefrom be received and that the Legal Department be requested to review and report back to Council at the June 8, 2015 Council meeting.	
6.1.2.1	<i>Additional correspondence – Tenaris</i>	41 - 42
6.1.3	<i>Algoma Public Health</i>	43 - 45
6.2	Street Closing – Reggie's Place	46 - 52
	A letter of request for a temporary street closing in conjunction with Reggie's	

Place 25 Year Celebration is attached for the consideration of Council.

- Queen Street East from Spring Street to Elgin Street – Friday, June 5, 2015 – from 3:30 p.m. to 11:30 p.m.

The relevant By-law 2015-108 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.3 Street Closing – Running Event 53 - 57

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

- Queen Street East from Kohler Street to Pine Street and Queen Street East from Lake Street to Barber Boulevard – Sunday, June 7, 2015 from 9:00 a.m. to 11:00 a.m.

The relevant By-law 2015-107 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.4 Request to Repeal By-law – Business Improvement Area. 58 - 70

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

Mover Councillor F. Fata
Secondar Councillor T. Sheehan

Resolved that the report of the City Clerk dated 2015 05 25 concerning Request to Repeal By-law – Business Improvement Area be received and that the City Clerk be authorized to proceed to give notice of Council's intention to repeal By-law 76-419 in accordance with the relevant provisions of the *Municipal Act 2001*.

6.4.1 Additional Correspondence 71 - 71

6.5 Memorandum of Settlement United Steel Workers of America Local 2251 – Transit Mechanics – 2015 to 2018 72 - 82

A report of the Commissioner of Human Resources is attached for the consideration of Council.

Mover Councillor M. Bruni
Secondar Councillor T. Sheehan

Resolved that the report of the Commissioner of Human Resources dated 2015 05 25 concerning the Memorandum of Settlement 2015-2018 USWA Local 2251 be received and the recommendation that City Council ratify the Memorandum of Settlement be approved.

- 6.6 Name For Leash Free Dog Park 83 - 84**
- A report of the Manager of Recreation and Culture is attached for the consideration of Council.
- Mover Councillor F. Fata
Seconder Councillor T. Sheehan
- Resolved that the report of the Manager of Recreation and Culture dated 2015 05 25 concerning the name of the leash free dog park be received and that the recommendation of the Parks and Recreation Advisory Committee that the new leash free dog park be named *Strathclair Dog Park* be approved.
- 6.7 Designated Heritage Property Grant 10 Kensington Terrace 85 - 89**
- A report of the Manager of Recreation and Culture is attached for the consideration of Council.
- Mover Councillor M. Bruni
Seconder Councillor S. Myers
- Resolved that the report of the Manager of Recreation and Culture dated 2015 05 25 concerning a Designated Property Grant application from John Kasch, co-owner of Unit #3, 10 Kensington Terrace be received and the recommendation of the Sault Ste. Marie Municipal Heritage Committee that a grant of \$5,000 be provided toward the replacement cost of ten windows and one door as outlined in the application and further that payment be rendered upon submission of the paid contractor's invoices and upon final approval of the project by the Sault Ste. Marie Municipal Heritage Committee with funds from the Designated Heritage Property Grant budget be approved.
- 6.8 Yellow Fish Road 90 - 108**
- A report of the Environmental Initiatives Co-ordinator is attached for the consideration of Council.
- The relevant By-law 2015-106 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.9 2015 Biennial Aqueduct Inspections; Engineering Agreement 109 - 111**
- A report of the Director of Engineering is attached for the consideration of Council.
- The relevant By-law 2015-102 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.10 Reconstruction of Huron Street (Queen Street to Cathcart Street) – Contract 2015-2E 112 - 119**
- A report of the Design and Construction Engineer is attached for the consideration of Council.

The relevant By-laws 2015-109 and 2015-110 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

Mover Councillor M. Bruni
Seconder Councillor T. Sheehan

Resolved that the report of the Design and Construction Engineer dated 2015 05 25 concerning the Reconstruction of Huron Street be received and that Contract 2015-2E be awarded to Palmer Construction Group Inc.; further that resurfacing of Bay Street be postponed until 2016.

- 6.11 Port of Algoma – Agreement for Consulting Services** 120 - 121
- A report of the Commissioner of Engineering is attached for the consideration of Council.
- The relevant By-law 2015-105 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.12 Agreement with Electrical Safety Authority Continuous Safety Services Program** 122 - 130
- A report of the City Solicitor is attached for the consideration of Council.
- The relevant By-law 2015-99 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.13 Deeming By-law Request Carrick Park Subdivision – Lots 332 to 334, Plan 19938 (Habitat for Humanity)** 131 - 133
- A report of the City Solicitor is attached for the consideration of Council.
- The relevant By-law 2015-103 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.14 Deeming By-law Request Sunnyside Beach Subdivision – Lots 6 and 7, Plan 1M550 Parke** 134 - 136
- A report of the Assistant City Solicitor is attached for the consideration of Council.
- The relevant By-law 2015-104 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.15 2015 Ditching Program** 137 - 141
- A report of the Deputy Commissioner of Public Works and Transportation is attached for the consideration of Council.
- Mover Councillor F. Fata
Seconder Councillor S. Myers
- Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2015 05 25 regarding the annual ditching program be

received as information.

- 6.16 Sault Freecycle Initiative – Waste Diversion 142 - 144**
- A report of the Deputy Commissioner of Public Works and Transportation is attached for the consideration of Council.
- Mover Councillor M. Bruni
Secunder Councillor S. Myers
- Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2015 05 25 concerning Sault Freecycle be received as information and further that the event be supported by Council and staff.
- 6.17 Homelessness Partnering Strategy Funding 145 - 146**
- A report of the Manager of Housing Programs is attached for the consideration of Council.
- Mover Councillor F. Fata
Secunder Councillor T. Sheehan
- Resolved that the report of the Manager of Housing Programs dated 2015 05 25 concerning Homelessness Partnering Strategy Funding be received and that Council approve the funding allocations in accordance with the recommendations of the Social Services Department and the Community Advisory Board.
- 6.18 *Pan Am and Parapan Am Torch Relay Community Fund Grant Program* 147 - 148**
- A report of the Supervisor of Community Services is attached for the consideration of Council.
- Mover Councillor M. Bruni
Secunder Councillor S. Myers
- Resolved that the report of the Supervisor of Community Services dated 2015 05 25 concerning the Pan Am and Parapan Am Torch Relay Community Fund Grant Program be accepted and that staff be authorized to apply to the Grants Ontario Torch Relay Community Grant Program for a grant of \$7,500.
- 6.19 *Licence to Occupy City Property Agreement – 25th Year Celebration of Reggie's Place* 149 - 151**
- A report of the Assistant City Solicitor is attached for the consideration of Council.
- The relevant By-law 2015-116 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES**
- 7.1 ADMINISTRATION**

7.2	COMMUNITY SERVICES DEPARTMENT	
7.3	ENGINEERING	
7.4	FIRE	
7.5	LEGAL	
7.6	PLANNING	
7.6.1	A-12-15-Z – 342-346 John Street	152 - 162
	A report of the Planner is attached for the consideration of Council.	
	Mover Councillor F. Fata Seconder Councillor S. Myers	
	Resolved that the Report of the Planner dated 2015 05 25 concerning A-12-15-Z – 342-346 John Street be received as information and that Council defer this application until June 22, 2015 with new public notices to be provided.	
7.6.1.1	<i>Correspondence</i>	163 - 166
7.7	PUBLIC WORKS AND TRANSPORTATION	
7.8	BOARDS AND COMMITTEES	
7.8.1	Appointment of Members – F. J. Davey Home	167 - 169
	A report of the City Clerk is attached for the consideration of Council.	
	Mover Councillor F. Fata Seconder Councillor S. Myers	
	Resolved that the report of the City Clerk dated 2015 05 25 concerning Appointment of Members – F.J. Davey Home be received as information.	
7.8.1.1	<i>Additional correspondence</i>	170 - 171
7.8.1.2	<i>Amended List of Interested Persons</i>	172 - 172
7.8.2	<i>Appointment of Member – Economic Development Corporation</i>	
	One member of Council to be appointed.	
	Mover Councillor F. Fata Seconder Councillor T. Sheehan	
	Resolved that Councillor S. Myers be appointed to the Sault Ste. Marie Economic Development Corporation on an interim basis.	

8. **UNFINISHED BUSINESS, NOTICE OF MOTIONS AND RESOLUTIONS
PLACED ON AGENDA BY MEMBERS OF COUNCIL**
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 M. Bruni
Secondor Councillor T. Sheehan

Resolved that all By-laws under item 11 of the Agenda under date 2015 05 25
be approved.

- 11.1 **By-laws before Council TO BE PASSED which do not require more than a
simple majority**
- 11.1.1 **By-law 2015-99 (Agreement) ESA Continuous Safety Services Program** 173 - 180

A report from the City Solicitor is on the Agenda.

Mover Councillor M. Bruni
Secondor Councillor T. Sheehan

Resolved that By-law 2015-99 being a by-law to authorize the execution of an
agreement between the City and the Electrical Safety Authority for the period
from April 1, 2105 and ending March 31, 2018 be passed in open Council this
25th day of May, 2015.
- 11.1.2 **By-law 2015-100 (Parking) Municipal By-law Officers** 181 - 184

Mover Councillor M. Bruni
Secondor Councillor T. Sheehan

Resolved that By-law 2015-100 being a by-law to appoint Municipal Law
Enforcement Officers to enforce the by-laws on various private properties and
to amend Schedule "A" to By-law 90-305 be passed in open Council this 25th
day of May, 2015.
- 11.1.3 **By-law 2015-101 (Street Assumptions)** 185 - 186

Mover Councillor M. Bruni
Secondor Councillor T. Sheehan

Resolved that By-law 2015-101 being a by-law to assume for public use and
establish as public streets various parcels of land within the City of Sault Ste.
Marie be passed in open Council this 25th day of May, 2015.
- 11.1.4 **By-law 2015-102 (Agreement) 2015 Biennial Aqueduct Inspections** 187 - 199

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

Mover Councillor M. Bruni
Seconder Councillor T. Sheehan

Resolved that By-law 2015-102 being a by-law to authorize the execution of an Agreement between the City and STEM Engineering Group Incorporated for the completion of the 2015 biennial structural inspections of the City's major storm water aqueducts be passed in open Council this 25th day of May, 2015.

11.1.5 By-law 2015-103 (Subdivision Control) Carrick Park Subdivision - Habitat for Humanity 200 - 202

A report from the City Solicitor is on the Agenda.

Mover Councillor M. Bruni
Seconder Councillor T. Sheehan

Resolved that By-law 2015-103 being a by-law to deem not registered for purposes of subdivision control certain lots in the Carrick Park Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 25th day of May, 2015.

11.1.6 By-law 2015-104 (Subdivision Control) Sunnyside Beach Subdivision 203 - 205

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

Mover Councillor M. Bruni
Seconder Councillor T. Sheehan

Resolved that By-law 2015-104 being a by-law to deem not registered for purposes of subdivision control certain lots in the Sunnyside Beach Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 25th day of May, 2015.

11.1.7 By-law 2015-105 (Agreement) Port of Algoma Master Consulting 206 - 239

Due to the volume of pages in the Schedules attached to this Agreement a full copy of the Agreement may be viewed in the Clerk's Department.

Mover Councillor M. Bruni
Seconder Councillor T. Sheehan

Resolved that By-law 2015-105 being a by-law to authorize the execution of an agreement between the City and KPMG LLP and AECOM Canada Ltd. for a Master Consulting Agreement dated May 25, 2015 regarding the Port of Algoma Project be passed in open Council this 25th day of May, 2015.

11.1.8 By-law 2015-106 (Memorandum of Understanding) Yellow Fish Road 240 - 242

A report from the Environmental Initiatives Co-ordinator is on the Agenda.

Mover Councillor M. Bruni

Secondor Councillor T. Sheehan

Resolved that By-law 2015-106 being a by-law to authorize the execution of a Memorandum of Understanding between the City and Trout Unlimited Canada be passed in open Council this 25th day of May, 2015.

11.1.9 By-law 2015-107 (Temporary Street Closing) Queen St. East (Running Event) 243 - 243

Mover Councillor M. Bruni
Secondor Councillor T. Sheehan

Resolved that By-law 2015-107 being a by-law to permit the temporary closing of the Queen Street East bike lane on the south side of Queen Street East from Kohler Street to Pine Street and from Lake Street to Barber Boulevard to facilitate a running event be passed in open Council this 25th day of May, 2015.

11.1.10 By-law 2015-108 (Temporary Street Closing) Queen Street East 244 - 244

Mover Councillor M. Bruni
Secondor Councillor T. Sheehan

Resolved that By-law 2015-108 being a by-law to permit the temporary closing of Queen Street East from Spring Street to Elgin Street to facilitate the celebrations for Reggie's Place 25 Year Celebration Event be passed in open Council this 25th day of May, 2015.

11.1.11 By-law 2015-109 (Agreement) Reconstruction of Huron Street 245 - 248

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

Mover Councillor M. Bruni
Secondor Councillor T. Sheehan

Resolved that By-law 2015-109 being a by-law to authorize the execution of a contract between the City and Palmer Construction Group Inc. for the reconstruction of Huron Street (Queen Street to Cathcart Street) (Contract 2015-2E) be passed in open Council this 25th day of May, 2015.

11.1.12 By-law 2015-110 (Temporary Street Closing) Huron Street 249 - 249

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

Mover Councillor M. Bruni
Secondor Councillor T. Sheehan

Resolved that By-law 2015-110 being a by-law to permit the temporary closing of Huron Street from Queen Street to Cathcart Street from May 26, 2015 until October 31, 2015 to facilitate the reconstruction of Huron Street be passed in open Council this 25th day of May, 2015.

11.1.13 By-law 2015-111 (Agreement) St. Vincent Place 250 - 268

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

Mover Councillor M. Bruni
Seconder Councillor T. Sheehan

Resolved that By-law 2015-111 being a by-law to authorize the execution of an Agreement between the City and St. Vincent Place Sault Ste. Marie for funds through the Homelessness Partnering Strategy to provide funding for the St. Vincent's Place Men's Emergency Shelter be passed in open Council this 25th day of May, 2015.

11.1.14 By-law 2015-112 (Agreement) John Howard Society 269 - 286

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

Mover Councillor M. Bruni
Seconder Councillor T. Sheehan

Resolved that By-law 2015-112 being a by-law to authorize the execution of an Agreement between the City and John Howard Society of Sault Ste. Marie & District for Funds through the Homelessness Partnering Strategy to provide for the position of Community Housing Support Worker be passed in open Council this 25th day of May, 2015.

11.1.15 By-law 2015-113 (Agreement) Pauline's Place 287 - 305

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

Mover Councillor M. Bruni
Seconder Councillor T. Sheehan

Resolved that By-law 2015-113 being a by-law to authorize the execution of an Agreement between the City and Pauline's Place Non-Profit Homes Inc. for funds through the Homelessness Partnering Strategy to provide funds for the Pauline's Place Youth, Women and Family Emergency Shelter be passed in open Council this 25th day of May, 2015.

11.1.16 By-law 2015-114 (Agreement) United Way 306 - 323

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

Mover Councillor M. Bruni
Seconder Councillor T. Sheehan

Resolved that By-law 2015-114 being a by-law to authorize the execution of an Agreement between the City and United Way of Sault Ste. Marie & District for funds through the Homelessness Partnering Strategy to provide funds for the position of Community Housing Support Worker be passed in open Council this 25th day of May, 2015.

11.1.17 By-law 2015-115 (Agreement) Innovation Centre 324 - 332

Mover Councillor M. Bruni
Seconder Councillor T. Sheehan

Resolved that By-law 2015-115 being a by-law to authorize the execution of an Agreement between the City and the Sault Ste. Marie Innovation Centre to perform data management and IT support for the Sault Ste. Marie HIFIS implementation be passed in open Council this 25th day of May, 2015.

11.1.18 *By-law 2015-116 (Agreement) Licence to Occupy City Property Reggie's Place* 333 - 340

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

Mover Councillor M. Bruni
Seconder Councillor T. Sheehan

Resolved that By-law 2015-116 being a by-law to authorize the execution of an agreement between the City and Downtown Association and Reggie's Place Tavern O/B 882215 Ontario Inc. to permit Downtown Association and Reggie's Place Tavern O/B 882215 Ontario Inc. to occupy the property of the City identified as a section of Queen Street East from Spring Street to Elgin Street be passed in open Council this 25th day of May, 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

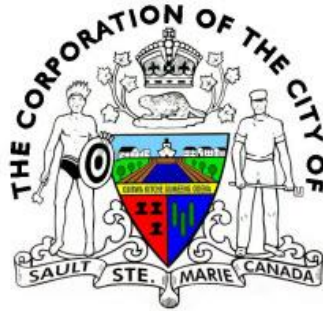
12. QUESTIONS BY, NEW BUSINESS FROM, OR ADDRESSES BY MEMBERS OF COUNCIL CONCERNING MATTERS NOT OTHERWISE ON THE AGENDA

13. CLOSED SESSION

14. ADJOURNMENT

Mover Councillor M. Bruni
Seconder Councillor S. Myers

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, May 11, 2015

4:30 p.m.

Council Chambers

Civic Centre

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

Absent: Councillor J. Hupponen

Officials: N. Kenny, R. Tyczinski, S. Hamilton Beach, N. Apostle, S. Schell, M. Nadeau, P. Niro, J. Dolcetti, D. McConnell, M. Figliola, M. Blanchard, P. Liepa, F. Coccimiglio

1. ADOPTION OF MINUTES

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the Minutes of the Regular Council Meeting of 2015 04 27 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 Mayor C. Provenzano – Tender for Asphalt (2015WA09T)

Vendor is a client of law firm

3.2 Mayor C. Provenzano – Store Your Stuff – 2196 Queen St E

Owner of Store Your Stuff is a client of law firm

3.3 Councillor T. Sheehan – A-10-15-Z – 9 Poplar Avenue

Family member owns abutting property

3.4 Councillor P. Christian – Korah Collegiate Relay for Life Committee

Employee of Algoma District School Board (Korah Collegiate)

3.5 Councillor P. Christian – By-law 2015-88 (Noise Exemption)

Employee of Algoma District School Board (Korah Collegiate)

3.6 Councillor R. Romano – Queenstown Board of Management (O/A The Downtown Association) 2014 Audit Report and 2015 Budget Estimates

Spouse is a board member of Downtown Association

3.7 Councillor M. Shoemaker – Agreement to Share a Water Well – 35 & 43 Alagash Drive

Proponent is a client of law firm

3.8 Councillor M. Shoemaker – By-law 2015-89 (Agreement) Frank Palumbo

Proponent is a client of law firm

3.9 Councillor M. Shoemaker – A-11-15-Z – 207 Northern Avenue East

Applicant is a client of law firm

3.10 Councillor M. Shoemaker – By-law 2015-98 (Zoning)

Applicant is a client of law firm

3.11 Mayor C. Provenzano – Second Line Widening Phase 3 – Contract 2015-5E

Contractor is a client of law firm

3.12 Mayor C. Provenzano – By-law 2015-91 (Agreement) Second Line Widening PH 3

Contractor is a client of law firm

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor F. Fata

Seconded by: Councillor T. Sheehan

Resolved that the Agenda for 2015 05 11 City Council Meeting as presented be approved.

Carried

5. PROCLAMATIONS/DELEGATIONS

5.1 Falun Dafa Day – May 13

Kerry Foster was in attendance.

5.2 Community Living Awareness Month

Chris Dunn and Jason Pratt – Community Living Algoma were in attendance.

5.3 Hearing and Speech Month

Mayor Provenzano proclaimed May as Hearing and Speech Month.

5.4 Store Your Stuff

Brian Gallagher was in attendance regarding Agenda item 6.5.

5.5 Smart Grid Update

Glenn Martin, CEO – Energizing Co. was in attendance.

5.6 Veterans' Monument

Clyde Healey was in attendance to provide an update regarding the Veterans' Commemorative Monument.

5.7 #YoutheSoo Youth Empowerment Event

Donna Hilsinger was in attendance regarding Agenda item 8.1.

5.8 235 Kingsford Road – Demolition and Yard Clean-up

John Umbrasas was in attendance regarding Agenda item 6.17.

5.9 Elementa Group Inc. – Third Amending Agreement

Jayson Zwierschke, CEO, Elementa was in attendance. regarding Agenda item 6.16.

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that all the items listed under date 2015 05 11 – Part One – Consent Agenda save and except Agenda items 6.2, 6.3, 6.6, 6.7 and 6.17 be approved as recommended.

Carried

6.1 Correspondence

6.1.1 Korah Collegiate Relay for Life Committee

Councillor P. Christian declared a conflict on this item. (Employee of Algoma District School Board (Korah Collegiate))

A request for an exemption from the Noise By-law was received by Council.
The relevant By-law 2015-88 is listed under item 11 of the Minutes.

6.1.2 Reggie's Place Tavern

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

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that City Council has no objection to the proposed extended licenced area as described in the written request for a liquor licence extension on private property for an outdoor event on the following date and time:

Reggie's Place Tavern – 458 Queen Street East

- June 5, 2015 – 4:00 p.m. to 11:00 p.m.

Carried

6.1.3 Portuguese Canadian Association

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

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

Portuguese Canadian Association of Sault Ste. Marie – 5 Cornwall Street

- July 11, 2015 from 12:00 noon to 10:00 p.m.

Carried

6.4 Tender for Ready-Mix Concrete (2015WA08T)

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

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that the report of the Manager of Purchasing dated 2015 05 11 be received and the recommendation that the tender submitted by Fisher Wavy Inc. for the supply and delivery of Ready-Mix Concrete for the 2015 Construction Season commencing June 1, 2015 at the tendered pricing (H.S.T. extra) be approved.

Carried

6.5 Registration of Tax Arrears Certificate(s) and Sale

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

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the report of the City Tax Collector dated 2015 05 11 concerning Registration of Tax Arrears Certificate(s) and Sale be received and the recommendation to commence Tax Sale Proceedings in accordance with the *Municipal Act, 2001* be approved.

Carried

6.8 Municipal Day Care – Service Agreement with the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB)

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

The relevant By-law 2015-87 is listed under item 11 of the Minutes.

6.9 Strathclair Park – Lighting for Slo-pitch Field A

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Commissioner of Community Services dated 2015 05 11 concerning Strathclair Park – Lighting for Slo-pitch Field A be received and that the recommendation to put the project on hold and have staff research funding from senior levels of government be approved.

Carried

6.10 City–Prince Bridge Replacements – Engineering Agreement

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

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the report of the Director of Engineering Services dated 2015 05 11 concerning the engineering fee estimate for the City–Prince bridges be received and that the fee estimate be revised to \$431,000.

Carried

6.11 Port of Algoma – Extension of Master Consultant Letter of Engagement

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Commissioner of Engineering dated 2015 05 11 be accepted and that the request for an extension to 2015 06 08 of the Letter of Engagement between the City and KPMG/AECOM be approved.

Carried

6.12 Development Charges Study for City of Sault Ste. Marie

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Commissioner of Engineering dated 2015 05 11 concerning Development Charges Study for City of Sault Ste. Marie be received and the recommendation to increase the budget for the Development Charges Study by Watson & Associates by \$14,564 (to come from the 2015 capital works budget and the PUC) be approved.

Carried

6.13 Seawall Repair – 711-719 Bay Street – Geotechnical Study

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

The relevant By-law 2015-90 is listed under item 11 of the Minutes.

6.14 Fort Creek Aqueduct Phase II – Contract 2015-4E

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

The relevant By-laws 2015-95 and 2015-96 are listed under item 11 of the Minutes.

6.15 Second Line Widening Phase 3 – Contract 2015-5E

Mayor C. Provenzano declared a conflict on this item. (Contractor is a client of law firm)

The report of the Design and Construction Engineer was received by Council.
The relevant By-law 2015-91 is listed under item 11 of the Minutes.

6.16 Elementa Group Inc. – Third Amending Agreement

The report of the Land Development and Environmental Engineer was received by Council.
The relevant By-law 2015-92 is listed under item 11 of the Minutes.

6.18 Turnaround Agreement and Land Transfers between the City and TVM Sault Inc. (Former Sault Area Hospitals Site)

The report of the Assistant City Solicitor was received by Council.

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that the report of the Assistant City Solicitor dated 2015 05 11 concerning Turnaround Agreement between the City and TVM Sault Inc. be received and City Council approve the Turnaround Agreement between the City and TVM Sault Inc. ("TVM") for a snow plough turnaround and storage, and further that City Council authorize:

1. the Transfer of Part 2, Plan 1R13068 from TVM to the City;
2. the Transfer of a Sanitary Sewer Easement from TVM to the City over Part 4, Plan 1R13068;
3. the Transfer of Parts 2 and 3, Plan 1R13002, and Parts 7 through 14 inclusive, Plan 1R10494 from TVM to the City; and
4. the Transfer of an Access Easement from the City to the Sault Ste. Marie Region Conservation Authority over Parts 2 and 3, Plan 1R13002,

and all costs related thereto to facilitate the redevelopment plans for the TVM lands.

Carried

By-law 2015-93 authorizing the execution of the Turnaround Agreement appears elsewhere on the Minutes.

By-law 2015-94 authorizing the above transfers also appears on the Minutes.

6.19 Property Declared Surplus – Rome Street

The report of the Assistant City Solicitor was received by Council.
The relevant By-law 2015-85 is listed under item 11 of the Minutes.

6.20 Agreement to Share a Water Well – 35 & 43 Alagash Drive

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

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

The relevant By-law 2015-89 is listed under item 11 of the Minutes.

6.21 Permission to Purchase One (1) 40 Foot Low-Floor Bus

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

Moved by: Councillor F. Fata

Seconded by: Councillor T. Sheehan

Resolved that the report of the Manager of Transit and Parking dated 2015 05 11 concerning Permission to Purchase One 40 Foot Low-Floor Bus be received and that staff be authorized to proceed with the purchase and delivery of one (1) 40 foot low-floor bus from the Nova Bus Corporation.

Carried

6.22 Public Works New Equipment Needs 2015

The report of the Manager of Equipment and Building Maintenance was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Manager of Equipment and Building Maintenance dated 2015 05 11 concerning Public Works New Equipment Needs 2015 be received and approved; further that staff be authorized to prepare specifications to solicit bids for the various pieces listed; and further that each bid will be awarded in accordance with the City's procurement policies and procedures.

Carried

6.23 Synthetic Ice

The report of Councillor Steve Butland was received by Council.

6.2 2015 Under 17 World Hockey Challenge

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the City Clerk dated 2015 05 11 concerning the 2015 World Under-17 Hockey Challenge be received and that Council approve funding this event to a maximum of \$25,000, with funding from the Conferences and Major Special Events fund and any other appropriate source.

Carried

6.3 Tender for Asphalt (2015WA09T)

Mayor C. Provenzano declared a conflict on this item. (Vendor is a client of law firm)

Acting Mayor R. Romano assumed the Chair.

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

Moved by: Councillor F. Fata

Seconded by: Councillor T. Sheehan

Resolved that the report of the Manager of Purchasing dated 2015 05 11 be received and the recommendation that the tender submitted by Palmer Construction for the supply of asphalt for the 2015 construction season commencing June 1, 2015 at the tendered pricing (H.S.T. extra) be approved.

Carried

6.6 Store Your Stuff – 2196 Queen St E

Mayor C. Provenzano declared a conflict on this item. (Owner of Store Your Stuff is a client of law firm)

Acting Mayor R. Romano assumed the Chair

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

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that the report of City Tax Collector dated 2015 05 11 regarding Store Your Stuff – 2196 Queen Street East be received as information.

Carried

6.7 Queenstown Board of Management (O/A The Downtown Association) 2014 Audit Report and 2015 Budget Estimates

Councillor R. Romano declared a conflict on this item. (Spouse is a board member of Downtown Association)

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

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Commissioner of Finance and Treasurer dated 2015 05 11 concerning Queenstown Board of Management (O/A The Downtown Association) Audited Financial Statements for the year 2014 as prepared by KPMG LLP Chartered Accountants be

received and the recommendation that the Downtown Association Budget Estimates for the year 2015 be approved.

Carried

6.17 235 Kingsford Road – Demolition and Yard Clean-up

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

Moved by: Councillor M. Bruni

Seconded by: Councillor T. Sheehan

Resolved that the report of the Chief Building Official dated 2015 05 11 be received and that the recommendation to demolish and clean-up the structure, accessory buildings and yard at 235 Kingsford Road at an approximate cost of \$54,000 be approved. All costs associated with this action will be added to the taxes of the subject property.

Carried

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1 ADMINISTRATION

7.1.1 Appointments to Boards and Committees

7.1.1.1 Sault Ste. Marie Economic Development Corporation

One member of Council to be appointed

Moved by: Councillor F. Fata

Seconded by: Councillor T. Sheehan

Resolved that appointment of a member of Council to the Sault Ste. Marie Development Corporation be postponed to May 25, 2015.

Carried

7.1.1.2 Spending Review Committee

Two members of Council to be appointed

Moved by: Councillor S. Butland

Seconded by: Councillor T. Sheehan

Resolved that Councillors S. Myers and M. Shoemaker be appointed to the Spending Review Committee.

Carried

7.2 COMMUNITY SERVICES DEPARTMENT

7.3 ENGINEERING

7.4 FIRE

7.5 LEGAL

7.6 PLANNING

7.6.1 A-10-15-Z – 9 Poplar Avenue

Councillor T. Sheehan declared a conflict on this item. (Family member owns abutting property)

The report of the Planning Division was received by Council.

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

That the report of the Planning Division dated 2015 05 11 be accepted and that the application to rezone the subject property from “R2” (Single Detached Residential Zone) to “R3.S” (Low Density Residential Zone with a Special Exception) to permit parking in the required front yard be postponed to the 2015 09 14 Council meeting.

Carried

7.6.2 A-11-15-Z – 207 Northern Avenue East

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

The report of the Planning Division was received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

Resolved that the report of the Planning Division dated 2015 05 11 concerning A-11-15-Z – 207 Northern Avenue East be accepted and that Council rezone the subject property, from C4.S-14 (General Commercial Zone, with a special exception) to C4.S (General Commercial Zone, with a special exception) subject to the following:

1. That Special Exception 14 be amended, removing the references to a “furniture store and custom workshop for interior decorating”, and loading spaces, and replacing with the following:
 - a. That the entire building may be used for office purposes.
 - b. That the total parking required for the office uses be reduced to 36 spaces
2. That the existing Site Plan Agreement be updated prior to the issuance of an occupancy permit for the office uses

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 PUC

7.8.1.1 Borrowing for Water Utility

The report of the President and C.E.O., PUC Services Inc. was received by Council.
The relevant By-law 2015-97 is listed under item 11 of the Minutes.

7.8.1.2 LED Streetlighting

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Whereas PUC Services Inc. (PUC) owns the street lights and associated infrastructure (the Street Lights) within the municipal boundaries of Sault Ste. Marie; and

Whereas PUC has historically operated, maintained, constructed and replaced the Street Lights since 1917; and

Whereas the Corporation of the City of Sault Ste. Marie (the City) has always been and continues to be responsible for payment of all costs associated with operating, maintaining, constructing and replacing the Street Lights by way of municipal taxes as a municipal service; and

Whereas there are approximately 9,000 existing Street Lights in Sault Ste. Marie, all of which are of the high pressure sodium (HPS) type; and

Whereas conversion of all the HPS lights to new, energy efficient LED lights would reduce overall costs for energy and maintenance by approximately 40% annually which will offset the cost of conversion; and

Whereas PUC in conjunction with MHPM Consultants have performed a thorough business case analysis and determined that conversion of all the HPS lights to LED lights over two years, 2015 and 2016, is financially sound; and

Whereas the Independent Electricity System Operator (IESO) has committed to provide an energy conservation incentive of approximately \$1,080,000 after all the HPS lights are replaced by LED lights; and

Whereas PUC must borrow potentially up to \$10,000,000 to cover the cost of the conversion work; and

Whereas the City will be required to provide loan security in the form of a Services Agreement; RESOLVED that PUC is authorized to proceed to secure the required financing and to carry out the conversion work and that staff are authorized to negotiate a suitable Services Agreement in accordance with the requirements of the lender.

Carried

7.8.1.3 PUC Inc. and PUC Services Inc. Shareholders Meeting

The PUC Inc. and PUC Services Inc. Annual Report to Shareholders and financial statements were received by Council.

Moved by: Councillor M. Bruni

Seconded by: Councillor R. Romano

Resolved that City Council is now authorized to meet in open session as the sole shareholder of PUC Inc. and PUC Services Inc.; and further be it resolved that City Council appoints Mayor Christian Provenzano as Council's proxy to vote on the resolutions of the shareholder of PUC Inc. and PUC Services Inc.

Carried

7.8.1.4 2014 Financial Statements

Council received 2014 Financial Statements for PUC Services Inc.; PUC Distribution Inc. and PUC Inc.

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

8.1 Support for #YouTheSoo Youth Empowerment Event

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Whereas the first-ever #youthesoo youth empowerment event will be taking place at the Essar Centre on May 14, 2015; and

Whereas more than 5,000 youth from across Northeastern Ontario are expected to attend this event; and

Whereas organizing an event of this scale requires the outlay of significant financial and in-kind resources; and

Whereas the Outside Agencies and Grants to Others section of the City budget includes a Youth Fund that is allocated \$27,500 annually for Council to use at its discretion to support beneficial youth initiatives within the community; and

Whereas the #youthesoo event is such an initiative;

Now Therefore Be It Resolved that Council authorize the allocation of \$9,000 from the Youth Fund to support the #youthesoo event, and that these monies be used to offset the facility rental and set-up costs of the Essar Centre that would otherwise be incurred by the organizers.

Carried

8.2 Northern Community Centre

Moved by: Councillor M. Shoemaker

Seconded by: Councillor J. Krmpotich

Whereas the proposed 2015 municipal budget included requests for funding of \$656,000 for the Northern Community Centre for items that were carved out of the initial construction proposal; and

Whereas Council was of the belief that such a significant amount of spending should not be allocated to the Northern Community Centre without a timeframe in place for the completion of Phase 3 of the Northern Community Centre; and

Whereas Phase 3 of the Northern Community Centre would see a new ice surface built onto the existing facility to replace the aging McMeeken Centre; and

Whereas the ice surface at the McMeeken Centre is booked at 90% capacity from October to March; and

Whereas Council's wishes to establish a timeframe for the completion of Phase 3 of the Northern Community Centre before costly upgrades are required to the McMeeken Centre; and

Whereas the Northern Ontario Heritage Fund Corporation has recently announced up to \$1 million in support for recreational sports tourism facilities;

Now Therefore Be It Resolved that staff investigate and report back to Council with potential timeframes for the completion of Phase 3 of the Northern Community Centre, as well as estimated costs for the construction of Phase 3;

Be It Further Resolved that staff examine the various provincial and federal government funding programs that exist and determine if the completion of Phase 3 of the Northern Community Centre would fit the criteria for those programs.

Carried

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

10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

11. CONSIDERATION AND PASSING OF BY- LAWS

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that all By-laws under item 11 of the Agenda under date 2015 05 11 save and except By-laws 2015-91 and 2015-97 be approved.

Carried

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

11.1.1 By-law 2015-85 (Property) Rome Street Surplus

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2015-85 being a by-law to declare the City owned property legally described as Part of PIN 31578-0007 (LT) Part of Parts 3 to 5 1R8760; Sault Ste. Marie being part of 25 Rome Street as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 11th day of May, 2015.

Carried

11.1.2 By-law 2015-87 (Service Agreement – Municipal Day Care Centres)

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2015-87 being a by-law to authorize the execution of a Service Agreement between the City and The District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) for the provision of day care services at the three (3) municipally operated day care centres – Jessie Irving Centre, Maycourt Centre and Holy Family-Best Start Centre be passed in open Council this 11th day of May, 2015.

Carried

11.1.3 By-law 2015-88 (Noise Exemption)

Councillor P. Christian declared a conflict on this item. (Employee of Algoma District School Board (Korah Collegiate))

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2015-88 being a by-law to amend By-law 80-200 dealing with the exemption from the noise control by-law to accommodate a fundraising event held by the Korah Relay for Life team from 7:00 p.m. on June 5, 2015 to 7:00 a.m. on June 6, 2015 at Korah Collegiate and Vocational School be passed in open Council this 11th day of May, 2015.

Carried

11.1.4 By-law 2015-89 (Agreement) Frank Palumbo

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

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2015-89 being a by-law to authorize the execution of an agreement between the City and Frank Palumbo per Part 7 Div. B A-7.1.5.4 (1) of the Ontario Building

Code for a shared water well at 35 and 43 Alagash Drive be passed in open Council this 11th day of May, 2015.

Carried

11.1.5 By-law 2015-90 (Agreement) Tulloch Engineering Inc.

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2015-90 being a by-law to authorize the execution of a Memorandum of Agreement between the City and Tulloch Engineering Inc. for a pre-design geotechnical study for \$16,600 plus tax using funds from the 2015 miscellaneous construction budget be passed in open Council this 11th day of May, 2015.

Carried

11.1.7 By-law 2015-92 (Agreement) Elementa Waste Supply and Reformation

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2015-92 being a by-law to authorize the execution of the Waste Supply and Reformation Third Amending Agreement between the City and Elementa Algoma LP be passed in open Council this 11th day of May, 2015.

Carried

11.1.8 By-law 2015-93 (Agreement) TVM Snow Plough Turnaround

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2015-93 being a by-law to authorize the execution of an agreement between the City and TVM Sault Inc. for a snow plough turnaround and storage located at the former Sault Area Hospitals Site be passed in open Council this 11th day of May, 2015.

Carried

11.1.9 By-law 2015-94 (Property) TVM

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2015-94 being a by-law to authorize various transfers from TVM Sault Inc. to the City and the transfer of an Access Easement from the City to the Sault Ste. Marie Region Conservation Authority be passed in open Council this 11th day of May, 2015.

Carried

11.1.10 By-law 2015-95 (Agreement) Fort Creek Aqueduct PH II

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2015-95 being a by-law to authorize execution of a contract between the City and Jobst Construction for the Fort Creek Aqueduct – John Street Bypass project (Contract 2015-4E) be passed in open Council this 11th day of May, 2015.

Carried

11.1.11 By-law 2015-96 (Temporary Street Closing) John Street

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2015-96 being a by-law to permit the temporary closing of John Street from Queen Street West to Central Park Boulevard from May 12, 2015 until October 31, 2015 to facilitate the Fort Creek Aqueduct Improvements be passed in open Council this 11th day of May, 2015.

Carried

11.1.13 By-law 2015-98 (Zoning)

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

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2015-98 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 207 Northern Avenue East (1188004 Ontario Inc.) be passed in open Council this 11th day of May, 2015.

Carried

11.1.6 By-law 2015-91 (Agreement) Second Line Widening PH 3

Mayor C. Provenzano declared a conflict on this item. (Contractor is a client of law firm)

Acting Mayor R. Romano assumed the Chair.

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2015-91 being a by-law to authorize execution of a contract between the City and Palmer Construction Group Inc. for the Second Line Widening – Phase 3 (Contract 2015-5E) be passed in open Council this 11th day of May, 2015.

Carried

11.1.12 By-law 2015-97 (PUC) Borrowing

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that By-law 2015-97 being a by-law to authorize the Public Utilities Commission of the City of Sault Ste. Marie to borrow approximately eight million dollars (\$8,000,000) be passed in open Council this 11th day of May, 2015.

Carried

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

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

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

13. CLOSED SESSION

Moved by: Councillor M. Bruni

Seconded by: Councillor S. Myers

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

Carried

14. ADJOURNMENT

Moved by: Councillor F. Fata

Seconded by: Councillor S. Myers

Resolved that this Council now adjourn.

Carried

Mayor

Deputy City Clerk

Rachel Tyczinski

Subject: FW: Canada 150 Community Infrastructure Program / Programme d'infrastructure communautaire de Canada 150
Attachments: en-CIP150.pdf; fr-PIC150.pdf

From: FEDNOR@ic.gc.ca [<mailto:FEDNOR@ic.gc.ca>]

Sent: Thursday, May 21, 2015 10:34 AM

Subject: Canada 150 Community Infrastructure Program / Programme d'infrastructure communautaire de Canada 150

I am pleased to announce the launch of the new Canada 150 Community Infrastructure Program (CIP 150), which will provide \$150 million over two years to support improvements to existing public infrastructure throughout Canada. The dedicated infrastructure fund was created as part of the Government of Canada's coordinated approach to celebrating Canada's 150th anniversary of Confederation.

In Northern Ontario, FedNor will deliver \$5.2 million over two years through CIP 150 for projects that support the rehabilitation, renovation and expansion of existing public infrastructure for community use. Projects could include improving accessibility to a community centre, repairing a museum's roof, expanding a gymnasium, or extending a community dock, for example.

Under CIP 150, eligible recipients may receive a non-repayable contribution of up to 50 percent of eligible costs of an infrastructure project. You can find more details on CIP 150 in the attached fact sheet and full program criteria including eligibility requirements, program guidelines, as well as application forms, can be found at fednor.gc.ca/CIP.

Please note that applications are being accepted on a continuous basis starting Wednesday, May 20, 2015 until all funds are committed.

Since eligible recipients include municipalities, First Nations and aboriginal organizations and their related entities, as well as not-for-profit organizations, we ask and encourage you to share information about the new program with any groups in your area you feel may have eligible projects.

I look forward to working with communities and groups across Northern Ontario to ensure the entire region benefits from the CIP 150, strengthening the community assets that are so important to our residents.

Yours sincerely,

Aime J. Dimatteo
Director General FedNor

J'ai le plaisir d'annoncer le lancement du nouveau Programme d'infrastructure communautaire de Canada 150 (PIC 150), qui prévoit des investissements de 150 millions de dollars sur deux ans destinés à financer des améliorations aux infrastructures publiques existantes dans toutes les régions du Canada. Ce fonds réservé à l'infrastructure a été créé dans le cadre de l'approche coordonnée adoptée par le gouvernement du Canada pour célébrer le 150^e anniversaire de la Confédération canadienne.

Dans le Nord de l'Ontario, FedNor participera à l'octroi de subventions totalisant 5,2 millions de dollars sur deux ans, qui seront accordées pour des projets PIC 150 visant la remise en état, la rénovation ou l'agrandissement d'infrastructures publiques existantes à vocation communautaire. Ces projets pourraient comprendre des travaux destinés à améliorer l'accessibilité d'un centre communautaire, à réparer le toit d'un musée, à agrandir un gymnase ou à prolonger un quai communautaire, par exemple.

Grâce au PIC 150, les bénéficiaires éventuels pourraient recevoir une contribution non remboursable allant jusqu'à 50 pour cent des coûts admissibles d'un projet d'infrastructure. Vous trouverez d'autres renseignements sur le PIC 150 dans les documents d'information ci-joints, et vous pourrez consulter la liste complète des conditions liées au programme, dont les critères d'admissibilité, les lignes directrices du programme et les formulaires de demande, sur le site Web fednor.gc.ca/PIC.

Sachez que nous accepterons les demandes de financement sur une base continue à compter de mercredi, le 20 mai 2015 jusqu'à ce que tous les fonds soient engagés.

Parmi les bénéficiaires éventuels figurent les administrations municipales, les organisations autochtones et les groupes qui y sont liés, ainsi que des organismes à but non lucratif. C'est pourquoi nous vous invitons à partager l'information sur le nouveau programme avec tous les groupes de votre région qui pourraient, selon vous, avoir des projets admissibles.

Je me réjouis à l'idée de collaborer avec les groupes et les communautés du Nord de l'Ontario pour que la région dans son ensemble puisse bénéficier du PIC 150 afin d'améliorer les biens communautaires qui sont si importants pour nos populations.

Je vous prie d'agréer l'expression de mes sentiments les meilleurs.

Aime J. Dimatteo
Directeur général, FedNor

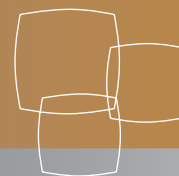


Industry
Canada

Industrie
Canada

Canada

FedNor



Canada 150 Community Infrastructure Program Northern Ontario

The new Canada 150 Community Infrastructure Program is part of Canada 150 Celebrates, the Government of Canada's coordinated federal approach to mark the anniversary of Confederation. The program, which will leave a lasting legacy to communities across the country, supports the rehabilitation or improvement, including expansion, of existing community infrastructure assets and facilities that promotes community and cultural benefits for the public. FedNor, on behalf of the Government of Canada, will deliver the program in Northern Ontario.

The goal

Community-based facilities contribute to the quality of life in small communities and large urban centres across Canada. The 150th anniversary of Confederation provides Canadians with an opportunity to celebrate Canada's history, heritage, values and future by reinvesting in community infrastructure across the country.

Who can apply?

Organizations eligible to apply under the Canada 150 Community Infrastructure Program include:

- ✿ Municipal governments, aboriginal communities and their related entities
- ✿ Not-for-profit organizations

What are the funding conditions?

- ✿ Projects must provide long-term benefits to a community, leaving a meaningful and lasting legacy to Canada's 150th anniversary;
- ✿ Projects must be community-oriented, non-commercial in nature and open for use to the public and not limited to a private membership;
- ✿ Total Government of Canada funding cannot exceed 50% of the total eligible project costs to a maximum federal contribution of \$500,000;
- ✿ Projects must be construction-ready, and fully completed by March 31, 2018.

What is the application process?

FedNor will be accepting applications on a continuous basis starting Wednesday, May 20, 2015 until all funds are committed. Project approvals are contingent on project eligibility and funding availability.



What projects are eligible?

Examples of the type of community infrastructure that can be supported include

- ✿ community and cultural centres
- ✿ museums
- ✿ libraries
- ✿ parks
- ✿ recreational facilities such as local arenas, gymnasias, swimming pools and sports fields
- ✿ cenotaphs
- ✿ other existing community infrastructure that will have a public benefit

Other considerations

In Northern Ontario, preference may be given to projects that:

- ✿ require less than 50% funding
- ✿ can be materially completed by December 31, 2017

Expected results

The Canada 150 Community Infrastructure Program will leave a meaningful and lasting legacy to Canada's 150th anniversary. Expected results include:

- ✿ modernization of existing community infrastructure facilities or assets; and
- ✿ fostering of regional/community-based partnerships.

For more details on the Canada 150 Community Infrastructure Program, including full eligibility criteria, please visit the FedNor website at fednor.gc.ca/CIP



Essar Steel Algoma Inc.
105 West Street
Sault Ste. Marie, Ontario
Canada P6A 7B4

T +1 - 705 - 945 3108
F +1 - 705 - 945 2203
E kalyan.ghosh@essar.com
www.essarsteelalgoma.com

May 13, 2015

Dear Mayor Provenzano

**Regarding: Rebar – Antidumping and Countervailing Duties
Public Interest Inquiry – Request for B.C. Regional Exclusion**

Essar Steel Algoma uses World Trade Organization (WTO) sanctioned trade remedies; specifically the Special Import Measures Act (SIMA) to ensure that the imported steel products with which we compete are fairly traded. Antidumping and countervailing duties (AD/CVD) serve to restore market-based competition in Canada by eliminating market distortions and consequent injury to domestic producers. Market based competition provides a fair opportunity to compete in Canada, leading to economic benefits and jobs in Canada. Essar Algoma has acted as the lead on five AD/CVD complaints currently in force against illegally dumped imports of steel plate and hot rolled sheet originating from 13 different countries.

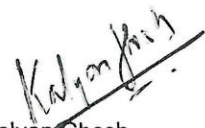
In 2014, Canada's rebar producers initiated a complaint under SIMA against illegally dumped and subsidized imports of rebar from China, South Korea, and Turkey. During those proceedings, the Independent Contractors and Business Association (ICBA) and the province of British Columbia sought a "regional exemption" from such duties. The Canadian International Trade Tribunal (CITT) determined in January 2015 that these imports will injure Canadian producers, and established duties to apply to rebar imports from the three countries. The regional exemption was also denied. The ICBA and the province of British Columbia subsequently asked for a "Public Interest Inquiry" (PII), seeking a regional exemption.

If the exemption were granted it would create a dangerous precedent. Potential ramifications include economic harm to Canadian producers, their suppliers, and workers across Canada; misguided public policy, undermining Canada's trade laws by actively encouraging unfair imports, thus favouring foreign producers and their workers versus those in Canada. Allowing this kind of patchwork trade remedy system would be a slippery slope, opening the potential for similar claims in future from other regions and for other Canadian industrial products. A regional exemption could impact findings against plate and hot rolled sheet, leading to unfair competition and economic harm for Essar Algoma and the City of Sault Ste. Marie.

The Canadian rebar producers supported by the Canadian Steel Producers Association (CSPA) will challenge the PII. We are asking for an agreement to support Canadian industry by opposing a request for British Columbia to be exempted from AD/CVD on illegally-imported rebar.

The memo attached details the issues and the objectives of the parties opposed including Essar Algoma and CSPA. We request that the City of Sault Ste. Marie show support and file a notice to intervene (Attachment A) and submit it to the CITT by July 6, 2015. Participation can be limited to written submissions, or, if parties wish, they can also appear at the hearing and provide their views to the CITT in person. The process timelines are described in Annex B.

Regards,



Kalyan Ghosh
President and Chief Executive Officer

Briefing Memo



Date: May 13, 2015

To: Mayor Provenzano

From: Kalyan Ghosh

Subject: Rebar – Antidumping and Countervailing Duties
Public Interest Inquiry – Request for B.C. Regional Exclusion

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URGENT ACTION REQUIRED:

- Agreement to support Canadian industry by opposing a request for British Columbia to be exempted from antidumping (AD) and countervailing duties (CVD) on illegally-imported rebar
- Participate in a "Public Interest Inquiry" (PII) by the Canadian International Trade Tribunal (CITT):
 - Filing of notice to intervene (Attachment A)
 - Submission to the Tribunal by July 6, 2015
 - Possible participation in Tribunal hearings in Vancouver (July 27-31, 2015)

THE ISSUE:

- Actions by the B.C. Independent Contractors and Businesses Association (ICBA) and the B.C. provincial government threaten Canada's public interest in maintaining market-based competition and healthy Canadian manufacturing supply chains, jobs, investment and economic activity.
- In 2014, Canada's rebar producers initiated a complaint under the Special Import Measures Act (SIMA) against illegally dumped and subsidized imports of rebar from China, South Korea, and Turkey. The Canadian International Trade Tribunal (CITT) determined in January 2015 that these imports will injure Canadian producers, and established duties to apply to rebar imports from the three countries.
- In those proceedings, the ICBA and the provincial government sought a "regional exemption" from such duties. This was refused by the CITT, which recognized the threat to Canadian producers.
- Despite that decision in January 2015, the ICBA and the province subsequently asked for a "Public Interest Inquiry", seeking the same exemption on alternate grounds (see Attachment B)
- Canadian rebar producers will challenge the B.C. parties' factual allegations (cost impacts). In addition, it is essential for other stakeholders to oppose the B.C. requests on two broad grounds:
 - Economic harm to Canadian producers, their suppliers, and workers across Canada.
 - Misguided public policy, undermining Canada's trade laws by *actively encouraging unfair imports*, thus favouring foreign producers and their workers versus those in Canada.

ADDITIONAL INFORMATION

a) Background: The Rebar Trade Case and the B.C. Request for a 'Regional Exclusion'

Canada's steel industry has rebar facilities in four provinces: Alberta, Manitoba, Quebec, and Ontario. Collectively, they produce over 500 thousand tonnes of rebar (*source: World Steel Association*).

Faced with significantly growing volumes of dumped and subsidized rebar imports, in 2014 domestic producers initiated a trade case against imports from China, South Korea, and Turkey (the "Subject Countries"). A formal investigation by the Canada Border Services Agency (CBSA) and a subsequent CITT ruled that rebar imports from those Subject Countries would injure Canadian producers. The CITT imposed antidumping duties (4% to 41%) on rebar imports from all three, and countervailing duties of up to \$90 CDN

per tonne on those from China. Such duties, which are WTO-sanctioned, serve to restore market-based competition in Canada by eliminating market distortions and consequent injury to domestic producers. They do not ban imports – they work to level the competitive playing field for domestic and foreign suppliers.

In the CITT hearings, the

ICBA and the B.C. government sought a “regional exclusion”, arguing that B.C. needs these unfairly priced imports to constrain its construction costs. They further argued that domestic producers could not compete in B.C. The Tribunal properly rejected those arguments, both on factual grounds and by determining that *the requested exclusion would essentially prevent the domestic industry from making additional sales and becoming an active supplier in British Columbia*. In short, the presence of unfairly traded imports was itself preventing more domestic industry sales into B.C. The CITT also determined that any such exclusion would be unenforceable, i.e. imported product could easily ‘bleed’ to other Canadian and U.S. markets, thus further injuring domestic producers.

Following this determination, the ICBA and the provincial government requested and were granted a Public interest inquiry (PII) to seek a similar exclusion. While the PII process involves additional criteria (see Attachment B), the issues are essentially the same. This is a rare event under the *Special Import Measures Act* (SIMA) – PII cases are infrequent and normally reserved for particular situations affecting consumers (e.g. baby food) or resultant lack of competition. Clearly, neither is the case for rebar: it is a widely-produced commodity, with fierce competition in Canadian and foreign markets.

b) Commercial Considerations

As they did in the original case, domestic producers will challenge factually the claimed cost impacts that underlie the ICBA/B.C. government request, which presented exaggerated estimates of the impact of the duties on B.C. construction projects. Further, it will be shown, the market price of rebar has not increased in the manner alleged by the ICBA.

In addition, domestic producers will demonstrate that there is no shortage of fairly-traded, competitively-priced rebar available to B.C., from Canadian and other foreign sources. In other words, the imposition of these duties does not create unique hardship for B.C.’s construction industry, on the grounds of either cost, i.e. they would only be paying normal competitive prices as would the rest of the country; or availability, i.e. there is ample supply and competition at fair prices.

c) Canadian Public Policy Context

A regional exclusion for B.C. would directly injure the market prospects for Canadian rebar producers, their Canadian suppliers, and their workers. It would also run counter to the public policy and public finance interests of other provinces. Further, it is in complete contravention of the basic principles of free and fair trade that Canada supports within the WTO.

From a public policy perspective, the granting of a regional exclusion must be opposed by other stakeholders as harmful to Canada’s public interest, because it would:

- Undermine the national integrity of Canada’s trade remedy system, a vital safeguard in the WTO system to ensure fair trade and market-based competition. Maintaining and enforcing a strong trade remedy system is an important element of Canada’s expanding pro-trade agenda, as the federal government explicitly stated in Budget 2015. Canada trades fairly with its major trading partners, and expects the same in return – throughout the country.
- Expand market distorting, unfair trade by actually encouraging increased imports of illegally dumped and subsidized products. This would undermine competitive, market-based rebar supply into B.C. and Canada. This is akin to allowing, even promoting, counterfeit goods in order to reduce end-user costs, while harming domestic producers of those same goods.

- Negatively impact Canadian rebar producers, their suppliers, and Canadian workers. The imposition of the AD/CVD duties provides Canada's rebar producers a fair opportunity to compete in the B.C. market, leading to economic benefits and jobs in Canada.
- Reduce investment attractiveness. An effective trade remedy system is important to attracting investment, because it helps to assure market-based competition domestically. If unfair competition is allowed in the domestic market, firms will be discouraged from investing here.
- Run counter to the spirit of Canada's Agreement on Internal Trade (AIT), and the stated priority of all provinces, territories and the federal government to increase the efficiency and effectiveness of the internal market. The requested exemption would effectively create a new barrier to internal trade.
- Generate negative business spillover impacts to other markets in Canada and the U.S., since it would be impossible to enforce such a regional exclusion. Dumped products would easily move out of British Columbia into other markets, further impairing Canadian steel producers in other markets.
- Create a dangerous precedent. Allowing this kind of patchwork trade remedy system would be a slippery slope, opening the potential for similar claims in future from other regions and for other Canadian industrial products.

d) Conclusion: The Need for Stakeholder Intervention in Support of Competitive Canadian Markets

Due to the significant negative public policy, business, and economic impacts of a regional exclusion for B.C. on rebar duties, Canada's steel industry is seeking the commitment from other manufacturing associations, individual companies, and their affected governments (provincial and municipal) to intervene in the CITT PII process.

The principles at issue go well beyond rebar, with even greater potential negative consequence for Canadian industry in other product areas, and also to the national integrity of the trade remedy system, a vital part of Canada's international and internal trade policies.

Participation can be limited to written submissions, or, if parties wish, they can also appear at the hearing and provide their views to the CITT in person. The process timelines are described in Annex B. The first important deadline is May 19, for parties to file a Notice of Participation and Representation with the CITT. (After May 19, parties wishing to participate will need to seek leave of the CITT to do so). For parties opposing the exclusion, the due date for written submissions is **July 6**.

Because of the high importance of this issue to Canada's steel industry, CSPA and/or its member companies would be pleased to discuss this issue.

Attachment A

FORM FOR FILING NOTICE OF PARTICIPATION IN CITT HEARING

Parties interested in participating in this proceeding have the opportunity to do so by preparing the attached form on their letterhead, signed by an authorized official, and submitting it to the Canadian International Trade Tribunal

- by mail (333 Laurier Avenue West, Ottawa ON K1A 0G7)
- by email (citt-tcce@tribunal.gc.ca)
- by facsimile (613.990.2439)

[LETTERHEAD]

Concrete Reinforcing Bar

SUBJECT MATTER:

File No.:PB-2014-001

NOTICE OF PARTICIPATION (PARTY)

The Registrar
Canadian International Trade Tribunal
Ottawa ON
K1A 0G7

Notice is hereby given that the undersigned, [ORGANIZATION NAME], intends to participate in the above referenced matter.

Dated at [CITY, PROVINCE] this _____ day of May, 2015.

Signature

Name:

Title:

Organization Name:

Address:

Telephone:

Facsimile:

Email:

Attachment B

**Rebar – Antidumping and Countervailing Duties
Public Interest Inquiry – Request for B.C. Regional Exclusion**

a) Public Interest Inquiry: Criteria (per *Special Import Measures Act*)

1. Whether goods of the same description are readily available from countries or exporters to which the order or finding does not apply;
2. Whether the imposition of full anti-dumping and/or countervailing duties has had or is likely to have the following effects:
 - (a) substantially lessen or eliminate competition in the domestic market in respect of like goods,
 - (b) cause significant damage to producers in Canada that use the goods as inputs in the production of other goods and in the provision of services,
 - (c) significantly impair competitiveness by limiting access to:
 - (i) goods that are used as inputs in the production of other goods and in the provision of services, or
 - (ii) technology,
 - (d) significantly restrict the choice or availability of goods at competitive prices for consumers or otherwise cause them significant harm;
3. Whether a reduction or elimination of anti-dumping and/or countervailing duties is likely to cause significant damage to domestic producers of inputs, including primary commodities, used in the domestic production of like goods; and
4. Any other factors that are relevant in the circumstances.

b) Rebar Case -- Timelines Established by CITT

- April 27, 2015 - Distribution of notice of commencement of public interest inquiry and schedule
- May 19, 2015 - Notices of participation and representation, declarations and undertakings
Replies to questionnaires
- June 15, 2015 - Distribution of Tribunal's official record, including questionnaire replies and Tribunal's investigation report
- June 25, 2015 - Written submissions of parties supporting a reduction or elimination of duties
- July 6, 2015 - Written submissions of parties opposing a reduction or elimination of duties
- July 16, 2015 - Reply submissions of parties supporting a reduction or elimination of duties
- July 27, 2015 - Public hearing
- September 14, 2015 - Report rendering the Tribunal's opinion as a result of the public interest inquiry

19 May 2015,

Mayor Christian Provenzano
99 Foster Drive
Sault Ste. Marie, ON Canada
P6A 5X6

Re: Public Interest Inquiry Participation to support the Canadian Steel Industry

Dear Christian,

I am writing to request your support for the Canadian steel industry against dumped and subsidized imports. Specifically, I would like the City of Sault Ste. Marie to oppose a request to exempt the province of British Columbia from antidumping and countervailing duties on illegally imported steel products in a "Public Interest Inquiry" (PII) being conducted by the Canadian International Trade Tribunal (CITT).

The attached document provides background on this issue and a notice to intervene that must be filed with the CITT. The issue is important to Tenaris, as a member of the domestic steel industry, for the following reasons:

- Although Tenaris does not produce the product involved in the PII, if a precedent is set it could have a damaging impact on cases that do involve Tenaris products from Sault Ste. Marie. There are three open trade cases supporting Tenaris products, and if an exclusion were granted on any of these it would have a materially negative impact.
- Further, the steel inputs supply chain developed by Tenaris in Canada depends on the health of the Canadian steel industry. If the industry is less healthy due to impacts on volume and price, Tenaris suppliers will be less able to provide it with the competitively priced steel inputs required. In turn, this has a potential negative impact on employment levels in the communities where it produces, like Sault Ste. Marie.
- A strong trade remedy system is especially important in today's free trade environment as it reduces the distorting effects of illegally dumped and subsidized products in the domestic market. Without this assurance, the impact of dumped and subsidized foreign products will be lower volumes and prices in Canada resulting in fewer Canadian jobs. This is important to Sault Ste. Marie.

I trust that the attached information is sufficient for you to make an informed decision to support the Canadian steel industry. The industry is requesting that you file a notice to intervene and subsequently file a submission to the Tribunal in the form of a letter of support.

Should you, or any of your colleagues, require further input from the steel industry on this matter, we are available for your convenience.



Sincerely,

David McHattie
Vice-President, Institutional Relations
Tenaris Canada



May 21, 2015

Dear Mayor/Reeve;

On behalf of the Board of Health for Algoma Public Health I am pleased to provide you with an update to my letter of April 15, 2015.

Algoma Public Health is committed to the principles of transparency and accountability and at its meeting of May 20, 2015, the APH Board considered what further information could be provided to its constituent municipalities. This information has been summarized in the letter attached. Thank you for your ongoing commitment to public health and the work of Algoma Public Health.

Sincerely,

Marchy Bruni

Attachment

Blind River

P.O. Box 194
9B Lawton Street
Blind River, ON P0R 1B0
Tel: 705-356-2551
TF: 1 (888) 356-2551
Fax: 705-356-2494

Elliot Lake

50 Roman Avenue
Elliot Lake, ON P5A 1R9
Tel: 705-848-2314
TF: 1 (877) 748-2314
Fax: 705-848-1911

Sault Ste. Marie

294 Willow Avenue
Sault Ste. Marie, ON P6B 0A9
Tel: 705-942-4646
TF: 1 (866) 892-0172
Fax: 705-759-1534

Wawa

18 Ganley Street
Wawa, ON P0S 1K0
Tel: 705-856-7208
TF: 1 (888) 211-8074
Fax: 705-856-1752



May 21, 2015

Mayor Christian Provenzano
Corporation of the City of Sault Ste. Marie
P.O. Box 580
99 Foster Dr.
Sault Ste. Marie, ON P6A 5N1

Dear Mayor Provenzano;

At its meeting on May 20, 2015, the Board of Health for the District of Algoma Health Unit was advised of your request for information dated April 28, 2015.

As the autonomous governing body for Algoma Public Health (APH), the Board very much values its relationships with constituent municipalities. We are committed to transparency and accountability with our municipalities and all stakeholders and citizens, while needing to also respect any obligations that may preclude us from time to time from full disclosure. It is with these considerations that the Board has reviewed your request for additional information. We thank you for the request and are pleased to provide the responses that follow.

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?

The Interim Chief Financial Officer (CFO) position was not delegated or provided with:

- Signing authority,
- Access to the computerized payroll system,
- Privileges to access the server where T4 information is maintained, or
- Keys to access cabinets where employee personnel files are maintained.

In addition to the safeguards noted above, there is no evidence of access to employee social insurance numbers. There is no evidence of access to banking information. The Interim CFO has had no access to APH staff information or facilities since departure from APH; no internet access, no email access, no swipe card access, and no key access.

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?

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Fax: 705-856-1752

The process followed included:

- Recruitment advertising for the vacant business administrator position was posted with the Sault Star and on the Algoma Public Health and Chartered Professional Accountants of Canada websites with a closing date of August 2, 2013. Interviews were conducted up until September 27, 2013. In the end this recruitment effort was not successful.
- A request for proposals (RFP) was issued on October 22, 2013. The RFP requested temporary assistance as well as a permanent candidate. The proposals received were more expensive than anticipated.
- A second round of recruitment took place in November with advertising in the Sault Star, Algoma Public Health's website and Workopolis with a closing date of November 16, 2013. Interviews occurred in November.
- RHulse26 Consulting provided APH with the services of a temporary/interim Chief Financial Officer who started with APH on November 25, 2013. APH's procurement policy for consultant/contracted service providers that was in effect at the time did not explicitly require a criminal reference check or reference checks.
- Following interviews in November, a candidate accepted the permanent Chief Financial Officer position on December 4, 2013 and commenced employment on January 27, 2014. As an employee of APH, references and a criminal reference check were required and were provided.

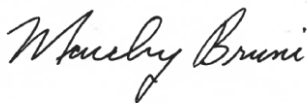
At its March 2015 meeting the Board amended its procurement policy, lowering signing authority thresholds by role. Board approval is now required for any expenditure greater than \$50,000.

At its May 2015 meeting, the Board further amended its procurement policy to include explicit language related to criminal reference checks and reference checks for consultants/contracted service providers. This will align the procurement policy for contractors/contracted service providers with Algoma Public Health's employee/staff hiring processes.

The Board and management of APH are committed to ensuring institution and maintenance of appropriate internal controls and financial oversight.

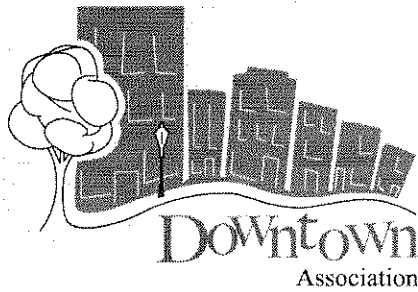
Thank you for your interest in Algoma Public Health,

Sincerely,



Marchy Bruni
Chair, Board of Health

Copy: Mayors, All Algoma Public Health Constituent Municipalities



Downtown Association
Sault Ste. Marie, Ontario

To: City Clerk's Dept

From: Downtown Association

Date: May 15, 2015

RE: Temporary Street Closure for Reggie's Place 25 Year Celebration

Friday, June 5, 2015. Spring Street to Elgin Street along Queen will be closed to traffic from 3:30pm to 11:30pm for Reggie's Place 25 Year Celebration.

On Queen Street, there will be:

- Live music (on March St Stage) Drummer Circle & Dancers in front of Courthouse.
- Kid's Area in front of Courthouse (face painting, washer toss)
- Food is prepared inside Reggie's Grill
- One licensed tent will be located on Queen Street in front of Reggie's Place, serving alcohol.
- Classic Cars/Motorcycles will be parked/lined along Queen Street for viewing

See attached map for details/layout.

Please see attached documents for your review. Please advise if you need any other backup information.

25 YEARS

MARCH
STREET

Business

OUT DOOR
STAGE
BAUD

WALKER
BUILDING
QUEEN'S CENTER

POST OFFICE

GER SHOU

QUEEN OF THE

CAR SHOW

BUSINESS

GREEN
TENT
20x40

MOTORCYCLE
/ SHOW / /

AREA 5

FACE PAINTING
WASHER TOSSE

DRUMMER'S
+
DANCERS

Courthouse

Service
Canada

Page 47 of 340

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: DOWNTOWN ASSOCIATION TELEPHONE (705) 942-2919
ADDRESS: 496 Queen St. E. POSTAL CODE: P6A 1Z8

The above person hereby makes application for the closing of

Queen Street E.
(Name of street to be closed)

from Spring Street to Elgin Street
(reference points - street numbers, cross streets, etc.)

on the 5 day of June, 20 15 from 3:30 am/pm to 11:30 am/pm

for the purpose of Reggie's 25th Anniversary

APPROVALS SECTION:

1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7828
Sgt. R. Magnan #209
580 Second Line East

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

[Signature]
Signature of Official

[Signature]
Signature of Official

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

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

[Signature]
Signature of Official

[Signature]
Signature of Official

5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 948-1227
Fax 945-8883
65 Old Garden River Road

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

[Signature]
Signature of Official

[Signature]
Signature of Official

CITY CLERK SECTION:

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

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: DOWNTOWN ASSOCIATION TELEPHONE: (705) 942-2919
 ADDRESS: 496 Queen St. E. POSTAL CODE: P6A 1Z8

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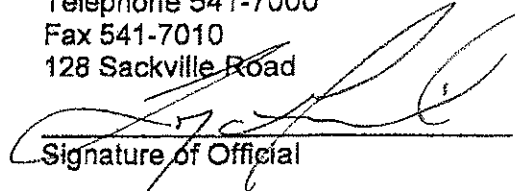
2. ☒ Fire Services/Emergency Medical Services (EMS)
 Telephone 949-3335/949-3387
 Fax 949-2341
 72 Tancred Street

 Signature of Official

 Signature of Official

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

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


 Signature of Official

 Signature of Official

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

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

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 Signature of Official

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 Signature of Official

 Signature of Official

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 65 Old Garden River Road

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

Franklin Ajes
 Signature of Official

D. Walsh
 Signature of Official

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 Fax 942-6368
 496 Queen Street East
 (QUEEN STREET CLOSINGS ONLY)

 Signature of Official

CITY CLERK SECTION:

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

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: DOWNTOWN ASSOCIATION TELEPHONE: (705) 942-2919
ADDRESS: 496 Queen St. E. POSTAL CODE: P6A 1Z8

The above person hereby makes application for the closing of

Queen Street E.
(Name of street to be closed)

from Spring Street to Elgin Street
(reference points - street numbers, cross streets, etc.)

on the 5 day of June, 20 15 from 3:30 am/pm to 11:30 am/pm

for the purpose of Reggie's 25th Anniversary

APPROVALS SECTION:

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

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

Signature of Official

Signature of Official

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

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

Signature of Official

Signature of Official

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

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

Signature of Official

Signature of Official

CITY CLERK SECTION:

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

CONTACT NAME: DOUG RICHARDSON TELEPHONE: 542 2248
ADDRESS: 55 CENTENNIAL AVE POSTAL CODE: P6A 5B2

QUEEN ST, POSSIBLY BIKIE LAND ONLY

from KOENLER TO PINE, LAKE TO BARBAR BLVD
(reference points - street numbers, cross streets, etc.)

on the 7 day of JUNE, 2015 from 9 am/pm to 11 am/pm
for the purpose of RUNNING EVENT

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

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

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

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

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

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

CITY CLERK SECTION:

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

TEMPORARY STREET CLOSURE - APPLICATION FORMCONTACT NAME: DOUG RICHARDSON TELEPHONE: 542 224ADDRESS: 55 CENTENNIAL AVE POSTAL CODE: P6A 5B2

The above person hereby makes application for the closing of

QUEEN ST, POSSIBLY BIKE LANE ONLY

(Name of street to be closed)

from ROEHLER TO PINE LAKE TO BARBER BLVD

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

on the 7 day of JUNE, 20 15 from 9 am/pm to 11 am/pm
for the purpose of RUNNING EVENT**APPROVALS SECTION:**

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

Signature of Official

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

Signature of Official

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

Signature of Official

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

Signature of Official

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

Signature of Official

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

Signature of Official**CITY CLERK SECTION:**City Council approval was received on _____
(date) (By-law No.)

19 May 15 01:58p

p.2

TEMPORARY STREET CLOSURE - APPLICATION FORMCONTACT NAME: DOUG RICHARDSON TELEPHONE: 542 2242ADDRESS: 55 CENTENNIAL AVE POSTAL CODE: P6A 5B2

The above person hereby makes application for the closing of

QUEEN ST, POSSIBLY BIKE LANE ONLY

(Name of street to be closed)

from ROSENLER TO PINE LAKE TO BARBER BLVD

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

on the 7 day of JUNE, 2015 from 9 am/pm to 11 am/pmfor the purpose of RUNNING EVENTAPPROVALS SECTION:

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

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

Signature of Official_____
Signature of Official

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

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

Signature of Official_____
Signature of Official

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

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

Signature of Official_____
Signature of OfficialCITY CLERK SECTION:City Council approval was received on _____
(date) (By-law No.)

19 May 15 02:03p

p.2

TEMPORARY STREET CLOSURE - APPLICATION FORMCONTACT NAME: DOUG RICHARDSON TELEPHONE: 542 2241ADDRESS: 55 CENTENNIAL AVE POSTAL CODE: P6A 5B2

The above person hereby makes application for the closing of

QUEEN ST, POSSIBLY BIKE LANE ONLY

(Name of street to be closed)

from KOENLER TO PINE, LAKE TO BARBAR BLVD

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

on the 7 day of JUNE, 20 15 from 9 am/pm to 11 am/pmfor the purpose of RUNNING EVENT**APPROVALS SECTION:**1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street_____
Signature of Official_____
Signature of Official3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street_____
Signature of Official_____
Signature of Official5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)_____
Signature of Official_____
Signature of Official**CITY CLERK SECTION:**City Council approval was received on _____
(date) (By-law No.)

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: DOUG RICHARDSON TELEPHONE: 542 2248

ADDRESS: 55 CENTENNIAL AVE POSTAL CODE: P6A 5B2

The above person hereby makes application for the closing of

QUEEN ST, POSSIBLY BIKE LANE ONLY

(Name of street to be closed)

from KOENLER TO PINE LAKE TO BARBER BLVD

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

on the 7 day of JUNE, 20 15 from 9 am/pm to 11 am/pm
for the purpose of RUNNING EVENT

APPROVALS SECTION:

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

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

Signature of Official

Signature of Official

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

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

Signature of Official

Signature of Official

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

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

Jan Wyatt
Signature of Official

Signature of Official

CITY CLERK SECTION:

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



COUNCIL REPORT

May 25, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Malcolm White, City Clerk

DEPARTMENT: City Clerk's Department

RE: Request to Repeal By-law – Business Improvement Area.

PURPOSE

This report advises Council of a request to repeal the by-law that created the Queenstown (Downtown) Association Business Improvement Area and outlines the process to deal with the request as laid out in the *Municipal Act, 2001*.

BACKGROUND

The Queenstown (Downtown) Association Business Improvement Area (BIA) was created by By-law 76-419. On April 20, 2015, a request to repeal the by-law, signed by a number of property owners located within the BIA was received by the Clerk's Department. The request was analyzed by the Tax Division to determine whether it met the sufficiency requirements outlined in the *Act* (report attached).

ANALYSIS

The *Act* provides that should such a request be sufficient (requests from property owners representing one-third of the business taxes levied in the BIA), Council must then issue a notice of its intention to pass a by-law which would have the effect of repealing the original by-law (76-419) and thus dissolving the BIA. Following the notice period (60 days), if the Clerk's Department receives further requests to repeal the by-law from at least one-half of the persons entitled to receive notice and those persons represent at least 50 percent of the business taxes levied in the BIA, then Council must pass a by-law repealing By-law 76-419.

IMPACT

There is no significant financial impact to the City for providing the notice, however should the notice result in sufficient requests being received to repeal By-law 76-419, the BIA would be dissolved and the City would assume the assets and liabilities of the BIA.

STRATEGIC PLAN

N/A

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the City Clerk dated 2015 05 25 concerning Request to Repeal By-law – Business Improvement Area be received and that the City Clerk be authorized to proceed to give notice of Council's intention to repeal By-law 76-419 in accordance with the relevant provisions of the *Municipal Act 2001*.

Respectfully submitted,



Malcolm White
City Clerk

P.A. Liepa
City Tax Collector
(705)759-5269

Tax & Licence Division
Finance Department



2015 05 07

Macolm White
City Clerk
Civic Centre

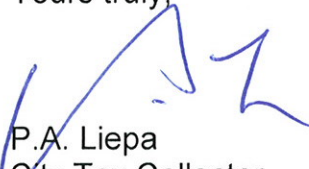
Dear Mr. White:

RE: Petition Request To Repeal – By-Law 76-419
Queenstown Business Improvement Area
Pim Street
Dennis Street

Enclosed is a report of the above petition.

The petition is **sufficient** in meeting the requirements pursuant to Section 211(1) (b) of the Municipal Act, 2001

Yours truly,



P.A. Liepa
City Tax Collector

PAL/md

Attach.

cc: N. Kenny
City Solicitor

PETITION PURSUANT TO SECTION 21(1)(b) OF THE MUNICIPAL ACT SUFFICIENCY REPORT
CALCULATION SUMMARY

For-Request For Repeal - By-Law 76-419
Queenstown Business Improvement Area (aka Downtown Association)

ON:	Queen Street
FROM:	Pim Street
TO:	Dennis Street

MUNICIPAL LEVY CALCULATIONS			
SIGNED MUNICIPAL LEVY	699,845.60	X 100 =	53.96%
TOTAL MUNICIPAL LEVY	1,296,941.18		
UNSIGNED MUNICIPAL LEVY	597,095.58	X 100 =	46.04%
TOTAL MUNICIPAL LEVY	1,296,941.18		

OWNER CALCULATIONS			
NUMBER SIGNED	46	X 100 =	33.82%
TOTAL OWNERS	136		
NUMBER UNSIGNED	90	X 100 =	66.18%
TOTAL OWNERS	136		

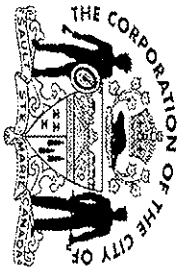
OVERALL SUMMARY			
SIGNED:		REQUIRED:	
MUNICIPAL LEVY	53.96%		33.33%
OWNERS	33.82%		N/A
UNSIGNED:			
MUNICIPAL LEVY	46.04%		
OWNERS	66.18%		

PETITION: SUFFICIENT

PREPARED BY: M. DOAN, TAX CLERK

APPROVED BY: P.A. LIEPA, CITY TAX COLLECTOR

DATE: 2015-05-07



REPORT OF PETITION PURSUANT TO SECTION 211 (1)(b) of the Municipal Act, 2001

FOR: REQUEST FOR REPEAL - BY-LAW 76-419

ON : Queenstown Business Improvement Area
 FROM: Pim Street
 TO : Dennis Street
 PETITION: Sufficient

REPORT STATISTICS			
	SIGNED	UNSIGNED	TOTAL
TOTAL OWNERS	46	90	136
OWNERS %	33.82%	66.18%	100%
TOTAL MUNICIPAL LEVY	699,845.60	597,095.58	1,296,941.18
MUNICIPAL LEVY %	53.96%	46.04%	100%

PROPERTY DESCRIPTION	OWNER	ROLL #	SIGNED MUNICIPAL LEVY	UNSIGNED MUNICIPAL LEVY
00747 Queen Street East	747 Queen Street Developments Inc.	020-041-001	41,759.44	
00719 Queen Street East	1848711 Ontario Inc.	020-041-002		6,243.82
00715 Queen Street East	Scarfone Eugene Joseph	020-041-003	2,178.11	
00701 Queen Street East	Mijos Restaurants Ltd.	020-041-004	3,647.38	
00076 East Street	Mrs. B's Snack Bar Inc.	020-041-005		2,256.43
00072 East Street	D'Agostino Paula Joan D'Agostino Joseph Antonio	020-041-006		2,086.43
00690 Queen Street East	Sault Ste. Marie City	020-042-037		404.92
00674 Queen Street East	2405855 Ontario Ltd.	020-042-038		5,641.08
00654 Queen Street East	1188188 Ontario Inc.	020-042-041	11,483.07	

<u>PROPERTY DESCRIPTION</u>	<u>OWNER</u>	<u>ROLL #</u>	<u>SIGNED</u>		<u>UNSIGNED</u>	
			<u>MUNICIPAL LEVY</u>		<u>MUNICIPAL LEVY</u>	
00648 Queen Street East	746986 Ontario Inc.	020-042-042			2,472.80	
00644 Queen Street East	Fashoin Shop (1983) Ltd.	020-042-043			4,327.40	
00640 Queen Street East	1743503 Ontario Inc.	020-042-044	5,100.15			
00632 Queen Street East	Case James Robert Melbourne	020-042-045			5,141.88	
00628 Queen Street East	1138995 Ontario Ltd.	020-042-046			11,869.45	
00618 Queen Street East	1531112 Ontario Inc.	020-042-047			6,692.02	
00610 Queen Street East	Newman Graham B. Newman Jane Elizabeth	020-042-048	11,266.70			
00602 Queen Street East	Globe Realty Holdings Ltd.	020-042-049			23,939.81	
00556 Queen Street East	Bank of Montreal	020-042-058			20,848.81	
00548 Queen Street East	1592735 Ontario Inc.	020-042-059			5,625.62	
00540 Queen Street East	Pozniak Roberta Gail Pozniak Walter John	020-042-060			5,913.09	
00536 Queen Street East	Pozniak Roberta Rail Pozniak Walter John	020-0420-61			5,386.07	
00530 Queen Street East	Canadian Imperial Bank of Commerce3	020-042-063			35,762.89	
00518 Queen Street East	Peter Stone Holdings Ltd.	020-042-064	2,426.44			
00514 Queen Street East	Peter Stone Holdings Ltd.	020-042-065	9,504.83			
00508 Queen Street East	1848674 Ontario Inc.	020-042-067			6,738.38	
00500 Queen Street East	1276154 Ontario Ltd.	020-042-068			8,933.00	

<u>PROPERTY DESCRIPTION</u>	<u>OWNER</u>	<u>ROLL #</u>	<u>SIGNED MUNICIPAL LEVY</u>	<u>UNSIGNED MUNICIPAL LEVY</u>
00498 Queen Street East	Sportables Fine Clothing Ltd.	020-042-079		8,392.07
00494 Queen Street East	Dipietro Wes Dipietro Angela	020-042-080		5,050.70
00484 Queen Street East	378173 Ontario Ltd.	020-042-082		2,905.54
00482 Queen Street East	Cuglietta Frank John Cuglietta Eunice Marie	020-042-083	2,951.91	
00478 Queen Street East	Palumbo Louis Palumbo Concetta	020-042-084		5,790.99
00476 Queen Street East	Calabrians Culteral World Society of SSM	020-042-085		3,488.81
00472 Queen Street East	2393469 Ontario Ltd.	020-042-086		6,566.83
00101 March Street	Maich Gerald Peter Maich Gail Marie	020-042-093	4,512.86	
00458 Queen Street East	882215 Ontario Inc.	020-042-094		6,212.91
00452 Queen Street East	Daigle Reginald George	020-042-095		2,627.35
00446 Queen Street East	Valentino Furs Ltd.	020-042-096	8,719.72	
00384 Queen Street East	Sar Gin Developments (Sault) 1531012 Ontario Inc.	020-042-105	34,031.93	
00372 Queen Street East	Waddell Mac Robert	020-042-109		5,378.34
00368 Queen Street East	Sun Kwong Holdings Ltd.	020-042-110		5,053.79
00366 Queen Street East	Sault Financial Corporation Ltd.	020-042-111		3,060.09
00358 Queen Street East	Sault Financial Corporation Ltd.	020-042-112		3,152.82
00356 Queen Street East	Broad Nathan	020-042-113		4,095.58

<u>PROPERTY DESCRIPTION</u>	<u>OWNER</u>	<u>ROLL #</u>	<u>SIGNED MUNICIPAL LEVY</u>	<u>UNSIGNED MUNICIPAL LEVY</u>
00348 Queen Street East	Heilir Holding Inc.	020-042-114		3,711.06
00338 Queen Street East	2261278 Ontario Inc.	020-042-116		9,983.94
00336 Queen Street East	1826707 Ontario Ltd.	020-042-117		5,965.63
00328 Queen Street East	Greganti Sauro	020-042-118		2,259.52
00324 Queen Street East	1372162 Ontario Ltd.	020-042-119		5,857.45
00318 Queen Street East	Emma's Fashion Ltd.	020-042-120		4,621.05
00314 Queen Street East	2284518 Ontario Inc.	020-042-121		2,982.82
00312 Queen Street East	Linvic Holdings Inc.	020-042-122		3,361.46
00308 Queen Street East	Thomlinson Charlie Thomlinson Wendy	020-042-123		2,047.79
00302 Queen Street East	Pentecostal Assemblies	020-042-124		2,812.81
00311 Queen Street East	Bell Canada Property Tax Department	020-042-140	30,291.82	
00345 Queen Street East	Major Contracting (Algoma) Ltd.	020-042-142	122,201.98	
00369 Queen Street East	McCarda Holdings Inc.	020-042-143	36,673.18	
00383 Queen Street East	Fabrigland Distributors Inc.	020-042-144		13,646.77
00405 Queen Street East	Children's Aid Society of Algoma	020-042-145	23,179.58	
00451 Queen Street East	920809 Ontario Ltd.	020-042-147-03	9,982.56	
00451 Queen Street East	Neech-Ke-When Homes Inc.	020-042-147-04		5,237.10
00451 Queen Street East	Easy Express	020-042-147-05		3,508.12

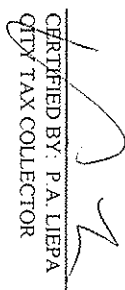
<u>PROPERTY DESCRIPTION</u>	<u>OWNER</u>	<u>ROLL #</u>	<u>SIGNED MUNICIPAL LEVY</u>	<u>UNSIGNED MUNICIPAL LEVY</u>
00473 Queen Street East	Fleming and Smith Limited In Trust	020-042-148	93,030.30	
00485 Queen Street East	Marson Developments (Soo) Ltd.	020-042-149		5,409.25
00491 Queen Street East	2257825 Ontario Ltd.	020-042-150		2,884.55
00495 Queen Street East	985923 Ontario Ltd.	020-042-151		2,704.63
00497 Queen Street East	1187816 Ontario Inc.	020-042-152		4,899.24
00499 Queen Street East	Ontario Aboriginal Housing Support Services Corp.	020-042-153		18,855.11
00503 Queen Street East	920934 Ontario Inc.	020-042-155	37,092.02	
00513 Queen Street East	1309939 Ontario Ltd.	020-042-156		7,418.40
00519 Queen Street East	Peter Stone Holdings Ltd.	020-042-156	4,435.59	
00523 Queen Street East	Peter Stone Holdings Ltd.	020-042-157	4,930.15	
00527 Queen Street East	Peter Stone Holdings Ltd.	020-042-158	6,135.64	
00535 Queen Street East	Kap Holdings (Sault) Ltd.	020-042-159	7,572.95	
00549 Queen Street East	Genua Maria	020-042-160		1,916.42
00551 Queen Street East	The Fashion Shop (1983) Ltd.	020-042-161		7,542.04
00557 Queen Street East	Missanabie Cree Development Corporation	020-042-162		6,738.38
00617 Queen Street East	Algoma University College	020-042-163		14,651.35
00625 Queen Street East	Feifel Marta Rose	020-042-165	7,619.32	
00631 Queen Street East	Szczepaniak Laura	020-042-167		5,625.62
00641 Queen Street East	1704735 Ontario Inc.	020-042-168		5,331.98

<u>PROPERTY DESCRIPTION</u>	<u>OWNER</u>	<u>ROLL #</u>	<u>SIGNED MUNICIPAL LEVY</u>	<u>UNSIGNED MUNICIPAL LEVY</u>
00645 Queen Street East	Asimco Textiles Inc.	020-042-169		4,775.04
00651 Queen Street East	Alexander Stephan Russel	020-042-170		5,903.81
00655 Queen Street East	Theriault Christopher	020-042-171		3,237.82
00659 Queen Street East	1704768 Ontario Ltd.	020-042-172		6,008.41
00663 Queen Street East	Trídico Grace In Trust	020-042-173		2,203.61
00667 Queen Street East	Alan D. McLean Medicine Professional Corp.	020-042-174	4,651.96	
00673 Queen Street East	Tassone Vlantonio Tassone Anna Teresa	020-042-175	3,523.74	
00677 Queen Street East	2155128 Ontario Corp.	020-042-176		8,384.50
00681 Queen Street East	Mijos Management Corp.	020-042-177	5,625.62	
00685 Queen Street East	Muios Restaurant Ltd.	020-042-178	6,166.55	
00853 Queen Street East	Remax Sault Ste. Marie Realty Inc.	020-043-040	5,780.17	
00843 Queen Street East	Barbo Holdings Inc.	020-043-041		3,894.66
00819 Queen Street East	1138989 Ontario Inc.	020-043-043	2,797.36	
00817 Queen Street East	Storozuk Sylvie	020-043-044	2,828.27	
00801 Queen Street East	DBR Property Management Ltd.	020-043-046	3,044.64	
00797 Queen Street East	Showstoppers Event Rentals & Sales Inc.	020-043-047		2,704.63
00789 Queen Street East	Roussain Norine Frances	020-043-048		2,426.44
00775 Queen Street East	IT Can (Sauli) Holdings Inc.	020-043-049	23,282.97	
00708 Queen Street East	Felton David	020-043-057	8,484.80	

<u>PROPERTY DESCRIPTION</u>	<u>OWNER</u>	<u>ROLL #</u>	<u>SIGNED MUNICIPAL LEVY</u>	<u>UNSIGNED MUNICIPAL LEVY</u>
00716 Queen Street East	1187818 Ontario Inc.	020-043-058	3,044.64	
00720 Queen Street East	D'Orazio Tiana Bridge Leslie	020-043-059	3,710.75	
00726 Queen Street East	1890784 Ontario Inc.	020-043-060		12,116.73
00732 Queen Street East	Ianni Joseph Gregory	020-043-062		4,729.23
00736 Queen Street East	LaBay Dennis Robert	020-043-063	3,886.94	
00740 Queen Street East	The Fashion Shop (1983) Ltd.	020-043-064		4,134.22
00754 Queen Street East	Cassavia Michael John Marcel	020-043-071		2,534.62
00756 Queen Street East	McGoldrick Jane Caroline	020-043-072	4,775.60	
00765 Queen Street East	PUC Distribution	020-043-050		52,516.12
00760 Queen Street East	Nicholson David Alden Nicholson Ruth Winnifred	020-043-073		2,944.18
00792 Queen Street East	Valente Rose Theresa Valente Salvatore	020-043-076		1,545.50
00794 Queen Street East	Cooks Algoma Corp.	020-043-077		3,415.56
00808 Queen Street East	Bruni Giovanni Bruni Rosina	020-043-079		3,570.11
00814 Queen Street East	Bruni Giovanni Bruni Rosina	020-043-080		3,075.55
00002 Towers Street	1890741 Ontario Inc.	020-043-081		4,976.51
00826 Queen Street East	Northern Advancement Capital Inc.	020-043-112	10,478.50	

<u>PROPERTY DESCRIPTION</u>	<u>OWNER</u>	<u>ROLL #</u>	<u>SIGNED MUNICIPAL LEVY</u>	<u>UNSIGNED MUNICIPAL LEVY</u>
00844 Queen Street East	1372102 Ontario Inc.	020-043-113		14,580.26
00860 Queen Street East	1372102 Ontario Inc.	020-043-114		4,049.21
00028 Towers Street	Frost Gordon William	020-043-116		2,395.53
00112 East Street	Tomas Milica MacDougall Milton Daniel	020-043-168		2,743.26
00298 Queen Street East	Holly Urso Holdings Ltd.	040-021-063	9,659.38	
00290 Queen Street East	Palladium Investments Inc.	040-021-066		6,506.56
99280 Queen Street East	Xian Quang Tan	040-021-065		4,976.51
99262 Queen Street East	Pro-Ex Office Complex	040-021-066	15,872.30	
00254 Queen Street East	McRain Developments Inc.	040-021-067	18,901.48	
00250 Queen Street East	1704660 Ontario Ltd.	040-021-068	8,345.71	
00248 Queen Street East	Lepore Christopher Lorin	040-021-069	5,077.53	
00244 Queen Street East	W M Watts Investments Ltd.	040-021-071		9,200.37
00238 Queen Street East	SK Holdings Sault Ste. Marie Inc.	040-021-072		10,663.96
00232 Queen Street East	SK Holdings Sault Ste. Marie Inc.	040-021-073		5,471.07
00222 Queen Street East	SK Holdings Sault Ste. Marie Inc.	040-021-074		6,197.46
00220 Queen Street East	House of Comics and Collectibles Ltd.	040-021-075		2,781.90
00216 Queen Street East	Baizan Dentistry Professional Corporation	040-021-076		7,279.31
00212 Queen Street East	Professional Place (Sault Ste. Marie) Ltd.	040-021-077	24,357.10	
00206 Queen Street East	918148 Ontario Inc.	040-021-078	4,821.96	

<u>PROPERTY DESCRIPTION</u>	<u>OWNER</u>	<u>ROLL #</u>	<u>SIGNED MUNICIPAL LEVY</u>	<u>UNSIGNED MUNICIPAL LEVY</u>	
00204 Queen Street East	Vavala Inc.	040-021-079		5,005.88	
00269 Queen Street East	Sault Ste. Marie City	040-021-138		8,122.84	
REPORT TOTAL			<u>699,845.60</u>	<u>597,095.58</u>	1,296,941.18


 CERTIFIED BY: P.A. LIEPA
 CITY TAX COLLECTOR

2015 05 07
 DATE

Rachel Tyczinski

Subject: FW: Repeal by-law 76-419 tonights council meeting.

From: Dominic Ruscio [mailto:dom@dholdings.com]

Sent: Monday, May 25, 2015 12:58 PM

To: m.white@cityssm.on.ca

Cc: 'josephbisceglia@msn.com'; Mayor Provenzano; 's.butland@cityssm.on.ca'; 'p.christian@cityssm.on.ca'; 's.myers@cityssm.on.ca'; 't.sheehan@cityssm.on.ca'; 'm.shoemaker@cityssm.on.ca'; 'r.niro@cityssm.on.ca'; 'l.turco@cityssm.on.ca'; 'm.bruni@cityssm.on.ca'; 'f.fata@cityssm.on.ca'; 'j.krmpotich@cityssm.on.ca'; 'r.romano@cityssm.on.ca'; n.kenny@cityssm.on.ca; 'j.hupponen@cityssm.on.ca'

Subject: Repeal by-law 76-419 tonights council meeting.

Importance: High

Good day Mr. White,

I wish to confirm that I will not be present nor any of the property owners who are in favour of repealing by-law 76-419 at tonight's council meeting.

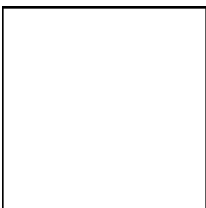
This is in keeping with the information given to us by Mr. Malcolm White in an email dated April 1 2015 which stated the following:

“Council does have to vote and may have discussion on the matter, however their decision is mandated by statute as long as the criteria have been met.”

Statute states if all the criteria have been met, council is required to pass the first stage of repeal.

Thank you for your time and consideration regarding this matter.

Domenic Ruscio



This email has been checked for viruses by Avast antivirus software.
www.avast.com



COUNCIL REPORT

May 25, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Niro, Commissioner of Human Resources

DEPARTMENT: Human Resources Department

RE: Memorandum of Settlement United Steel Workers of America Local 2251- Transit Mechanics – 2015 to 2018

PURPOSE

The purpose of the report is to recommend the approval of the attached Memorandum of Settlement with USWA Local 2251 (Transit Mechanics).

BACKGROUND

The City and USWA Local 2251, through the collective bargaining process, have reached a Memorandum of Settlement which was ratified by the Union on Monday May 4th, 2015.

ANALYSIS

Highlights of the settlement are as follows:

- Three (3) year term
- General wage increase of 1.48%
- Increased flexibility for temporary employees

IMPACT

The above noted settlement will have a 1.49% annual impact taking into account individual position adjustments

STRATEGIC PLAN

Not Applicable

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Commissioner of Human Resources dated 2015 05 25 concerning the Memorandum of Settlement 2015-2018 USWA Local 2251 be received and the recommendation that City Council ratify the Memorandum of Settlement be approved.

Respectfully submitted,

Recommended for approval

Your name

Your position title

Supervisor's name

Supervisor's position title
(if applicable)

COLLECTIVE BARGAINING

CITY OF SAULT STE. MARIE

&

USW LOCAL 2251 - Transit

MEMORANDUM OF SETTLEMENT

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

&

U.S.W.A. 2251

1. The parties herein agree to the terms of the memorandum as constituting full and final settlement of all matters in dispute.
2. The undersigned representatives of the parties do hereby recommend complete acceptance of all the terms of this memorandum to their respective principals.
3. The parties herein agree that the term of the collective agreement shall be from February 1, 2015 to January 31, 2018.
4. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on January 31, 2015 provided, however, that the following amendments are incorporated:

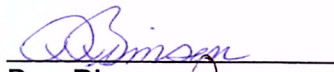
Appendix 1.

Signed this 29th day of April 2015.

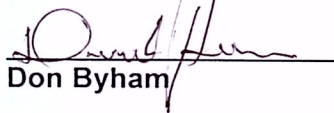
For the Union



Dave Pettalia

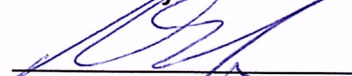


Don Bimson



Don Byham

For the City



Peter Niro



Susan Hamilton-Beach



Don Scott



Bob Camirand



Ida Bruno

Appendix 1

Collective Bargaining
City of Sault Ste. Marie
&
Steelworkers
Local 2251
Sign off Sheets – Agreed to Articles

ARTICLE 9:07

Temporary Transfers

If an employee substitutes in any department on any job during the temporary absence of another employee such employee shall receive the rate for the job or his regular rate, whichever is the greater for up to six (6) months.

ARTICLE 11:06

The City agrees to supply employees in the Mechanics classification with access to seven (7) coveralls in every two (2) week period.

The City agrees to supply employees in the Body Person classification with access to five (5) changes of a pant and a shirt in every two (2) week period.

The City agrees to supply employees in the Service Attendant and Handyperson/Labour classification with access to five (5) coveralls in every two (2) week period.

The City agrees to supply employees in the Stores Attendance classification with access to five (5) shop coats in every two (2) week period.

The City shall provide each employee with one (1) winter coat every three (3) years.

Letter #3 move into body of Collective Agreement 15:12

ARTICLE 15:00

15:12 BANKING OF OVERTIME

Employees may request time off in lieu of overtime with the following conditions:

- Maximum Time Off in Lieu – 40 hours (i.e. 5 work days) in a calendar year.
- Requests for lieu time off will be made to the Maintenance supervisor and will be considered on an individual basis at the time of request.
- Approval shall be at the sole discretion of the Manager of Transit & Parking based upon the operational requirements of the Department.
- If not utilized, banked overtime will be paid out the end of each calendar year.

ARTICLE 18:00

- Reimbursement will be made for standard hearing aids, repairs or replacement parts up to a lifetime maximum of \$500. Batteries are not eligible.

ARTICLE 23:00

23:00 TERM OF AGREEMENT

This agreement shall be effective from February 1, 2015 until January 31, 2018 but shall be deemed to be renewed from year to year thereafter unless either party desires to terminate or amend it at the end of any year by giving written notice to the other party at least sixty (60) days prior to the end of such year. Negotiations shall then be undertaken between the said parties within ten (10) days of such notice.

Letters of Understanding

#1 Interpretation of Article 9:00 – Seniority → Renew

LETTER #1

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF SAULT STE. MARIE

AND

UNITED STEELWORKERS LOCAL 2251 (TRANSIT)

INTERPRETATION OF ARTICLE 9:00 - SENIORITY

The parties recognize and agree that the provisions of clauses 9:01 (second paragraph), 9:03 (4) (iii) and 9:03 (5) (iii) must be interpreted and applied in a manner consistent with the provisions of the Ontario Human Rights Code.

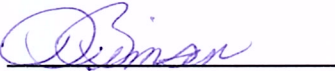
LETTER #2
LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF SAULT STE. MARIE
AND
UNITED STEELWORKERS LOCAL 2251 (TRANSIT)
WELFARE BENEFITS

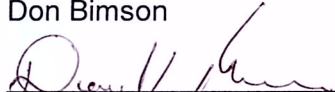
The parties agree to meet during the term of the collective agreement to discuss the cost of welfare benefits and methods by which to contain the escalating cost of these benefits.

Signed this 29th day of April, 2015 at Sault Ste. Marie

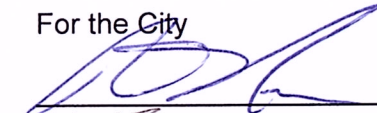
For the Union

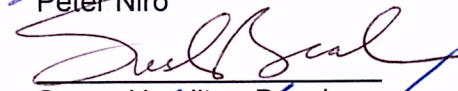

Dave Pettalia

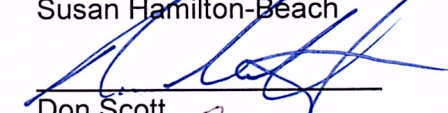

Don Bimson

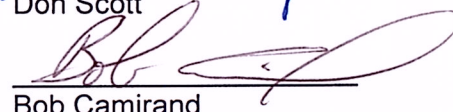

Don Byham

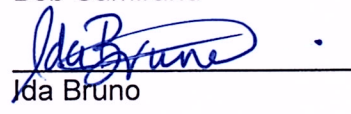
For the City


Peter Niro


Susan Hamilton-Beach


Don Scott


Bob Camirand


Ida Bruno

Collective Bargaining

City of Sault Ste. Marie & Steelworkers Local 2251

Sign off Sheets – Agreed to Articles

ARTICLE 11:07

City offers \$165 for the life of the agreement

The City agrees to provide all permanent employees with an annual allowance of one hundred sixty-five dollars (\$165) for the life of the agreement effective for payment the second pay in February per Article 17:01 for the purchase of one (1) pair of C.S.A. approved safety boots.

ARTICLE 17:01

Mechanics Tool Allowance - Mechanics I and II shall receive a tool allowance of two hundred & fifty dollars (\$250.00) effective the 1st of the month following ratification of the memorandum of settlement by the parties. This allowance is paid out annually for the life of the agreement.

The City agrees to process the payment of Boot and Tool Allowance by the second pay in February.

ARTICLE 17:02 Premiums

#1 & #2 → a \$.05 cent increase to premiums (Sunday and Evenings)

#3 Senior Lead Hand → one-time adjustment of \$1.35 per hour

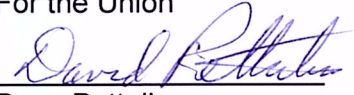
ARTICLE 18:02

Status Quo on benefits except the following:

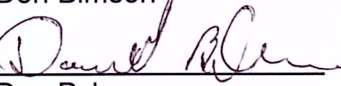
- Vision Care from \$350 to \$375
- Denture Coverage – change max to \$700
- Hearing Aids to \$500

Signed this 29th day of April, 2015 at Sault Ste. Marie

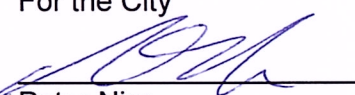
For the Union


Dave Pettalia

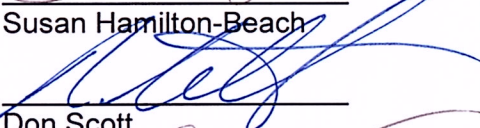

Don Bimson

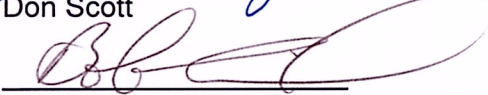

Don Byham

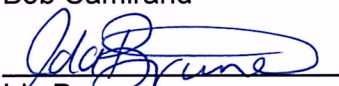
For the City


Peter Niro


Susan Hamilton-Beach


Don Scott


Bob Camirand


Ida Bruno

Collective Bargaining

City of Sault Ste. Marie & Steelworkers Local 2251

Sign off Sheets – Agreed to Articles

ARTICLE 17:00 Wage Rates

*overall wage increase to all job classes

2015-2016 → 1.48%

2016-2017 → 1.48%

2017-2018 → 1.48%

ARTICLE 17:01

Stores Attendant wage increase

** the general wage increase will apply to the new wages for Stores Attendant

2015→ \$0.50

2016→ \$0.55

2017→ \$0.60

Union Withdraws

16:09

City withdraws

17:05

ARTICLE 20:00 Vacation with Pay

Based on 12% of the previous years pay the City offers the following:

All employees who have completed 25 calendar years of service and are in their 26th year shall be allowed six (6) weeks plus one (1) day

All employees who have completed 25 calendar years of service and are in their 27th year shall be allowed six (6) weeks plus two (2) days

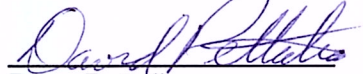
All employees who have completed 25 calendar years of service and are in their 28th year shall be allowed six (6) weeks plus three (3) days

All employees who have completed 25 calendar years of service and are in their 29th year shall be allowed six (6) weeks plus four (four) (4) days

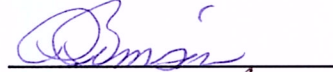
**** Note: the value of the six (6) weeks calculated at 12% will be applied to the additional days at the fixed rate per day.**

Signed this 29th day of April, 2015 at Sault Ste. Marie

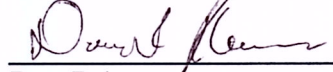
For the Union



Dave Pettalia



Don Bimson

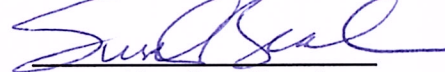


Don Byham

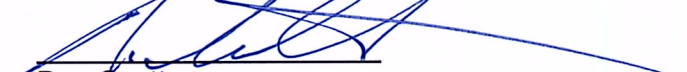
For the City



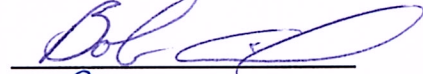
Peter Niro



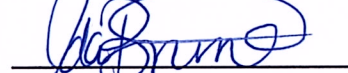
Susan Hamilton-Beach



Don Scott



Bob Camirand



Ida Bruno



COUNCIL REPORT

May 25, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Joseph J. Cain, Manager Recreation and Culture
DEPARTMENT: Community Services Department
RE: Name For Leash Free Dog Park

PURPOSE

The purpose of this report is to provide Council with the recommendation from the Parks and Recreation Advisory Committee regarding a name for the new leash free dog park.

BACKGROUND

In 2013, City Council approved funding toward the construction of a community leash free dog park in partnership with a dog owners organization called Local Off Leash Dog Owners Group of Sault Ste. Marie (LOLDOGS).

The site approved by City Council is a parcel of land adjacent to the Sault Ste. Marie Humane Society, zoned as Parks and Recreation, and part of the original Strathclair complex donated to the City by Alexander Boyd Sinclair. The family of Dr. Sinclair was consulted and they have provided permission to use the property for a leash free dog park.

City Council funding was contingent on a \$25,000 contribution from LOLDOGS. Following a year of fund raising LOLDOGS contributed \$15,000 to the project. City Council contributed an additional \$10,000 to the project in the 2014 budget for a total project budget of \$70,000. Construction on the approved site adjacent to the Humane Society began in the summer of 2014. An official opening ceremony is being planned for June 4, 2015 at the project site.

A summary of funding sources for this project is as follows:

2013 allocation from 5% subdividers reserve	\$45,000
2014 donation from LOLDOGS	\$15,000
2014 allocation from 5% subdividers reserve	\$10,000
Total allocation	\$70,000

ANALYSIS

The Community Services Department and the Parks and Recreation Advisory Committee review requests or submissions for the naming of parks as outlined in the policy *"Naming or Re-naming of Parks and Sport Complexes or Facilities Within City-Owned and Operated Parks and Sports Complexes"*. According to the policy a final submission endorsed by the Parks and Recreation Advisory Committee is to be submitted to City Council for approval.

LOLDOGS was asked to suggest names for the facility and they submitted 3 names all bearing the name of the Sinclair family. This was reviewed by the Parks and Recreation Advisory Committee according to the policy and it was determined that the Sinclair name was already in use for "Sinclair Yards" baseball fields and that this may create confusion for the public. Alternately it was suggested that the name be consistent with the existing complex "Strathclair". LOLDOGS was consulted and agreed that this was acceptable to them.

At their meeting on May 5, 2015 the Parks and Recreation Advisory Committee passed the following resolution:

Whereas the newly formed dog park in the City of Sault Ste. Marie is located on a portion of Strathclair Farm donated to the City of Sault Ste. Marie by Alexander Boyd Sinclair; and whereas the policy on *"Naming or Renaming of Parks and Sport Complexes or Facilities Within City-Owned and Operated Parks"* has been considered in the naming of the park; and whereas the Local Off Leash Dog Owners Group, which has donated funds toward the creation of the dog park, supports the name proposed for the park; now therefore be it resolved that the Parks and Recreation Advisory Committee make a recommendation to City Council that the leash free dog park be named *"Strathclair Dog Park"*.

IMPACT

The naming of the facility has no impact on the budget.

STRATEGIC PLAN

The Leash Free Dog Park is identified in the Corporate Strategic Plan under – Directive 3 – Enhancing Quality of Life; Objective 3B – Planning for the Future (Master Strategy Plan – Parks).

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Manager of Recreation and Culture concerning the name of the leash free dog park be received and that the recommendation of the Parks and Recreation Advisory Committee that the new leash free dog park be named *"Strathclair Dog Park"*, be approved.

Respectfully submitted,



Joseph J. Cain
Manager Recreation and Culture

Recommended for approval



Nicholas J. Apostle
Commissioner Community Services



COUNCIL REPORT

May 25, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Joseph J. Cain, Manager Recreation and Culture
DEPARTMENT: Community Services Department
RE: Designated Heritage Property Grant 10 Kensington Terrace

PURPOSE

The purpose of this report is to seek Council's approval of a grant of \$5,000 toward the cost of work done on Upton House which is a designated heritage property.

BACKGROUND

The Sault Ste. Marie Municipal Heritage Committee (S.S.M.M.H.C.) received a Designated Heritage Property Grant application (attached) in April of 2015 from the owner of Condo Unit #3 of Upton House located at 10 Kensington Terrace to assist with the replacement of ten (10) windows and a door.

Upton House is a heritage building designated under Part IV of the Ontario Heritage Act in 1983 and is the second oldest building in the City built by Wemyss Simpson in 1865.

The Sault Ste. Marie Municipal Heritage Committee is a committee of City Council committed to the identification and preservation of buildings, structures and lands that are of cultural and/or historical value or interest, and to initiate and promote a conservation ethic and a climate of responsible stewardship of the community's cultural heritage assets.

The Designated Property Grant Program, administered by the Sault Ste. Marie Municipal Heritage Committee was established to assist owners of properties designated under Part IV of the Ontario Heritage Act. Owners of designated heritage properties within the City of Sault Ste. Marie are eligible to receive grants toward the conservation and restoration of their heritage properties.

Through the Designated Property Grant Program, owners may make application to receive one grant per calendar year for work done on the heritage features of

their designated heritage property or on specific structures which ensure the ongoing integrity of their heritage property. The grants do not exceed 67% of the approved project cost and generally limited to a maximum of \$3,000 for a single applicant however exceptions have been made.

ANALYSIS

“Upton” otherwise known as the Wemyss Simpson House is the second oldest building in Sault Ste. Marie built in 1865 by Wemyss Simpson who came to Sault Ste. Marie in 1862 to be Chief Factor for the Hudson’s Bay Company. Mr. Simpson went on to be elected as Algoma’s first member of the new Canadian Parliament. This building has both architectural and historical significance to the City and is worthy of careful preservation. A major restoration of the building was undertaken in 1988 under the auspices of Heritage Sault Ste. Marie to reclaim this important building from major deterioration and eventual demolition. Significant grants were available through the Province at the time and nearly \$500,000 was invested to restore the building to its former elegance. Renovations included the creation of three separate living units (later sold), the re-building of the original veranda, masonry and carpentry repairs and the replacement of all the windows and doors. A condominium corporation was developed to insure that all the tenants of the building work together to maintain the building. It stands as one of the premier heritage buildings in the City.

After 27 years the existing wood frame windows and door need to be replaced. To maintain the heritage features of the building the standard rule is to replace like features with like, in other words the replacement of windows and door must match as closely as possible the existing materials and structure. The applicant was given a scope of work provided by the S.S.M.M.H.C. and asked to get three quotes from contractors. The quotes are attached as part of the application. Taking the lowest quotes the project costs are summarized as follows:

Replace 10 windows (like wood frame and sashes)	\$13,380
Replace exterior wood door (solid wood replacement)	\$3,975
Paint primed wood door and windows	\$1,497

Total project cost	\$18,852
---------------------------	-----------------

The application was reviewed at the May 5, 2015 meeting of the Municipal Heritage Committee. It was agreed that the application meets all the grant criteria. In consideration that there is only one other pending application for the spring grant submissions and that the cost of the project is significant, the MHC felt that the application was worthy of an exception to the general maximum per project.

The following resolution was passed:

Moved by: I. Hugill

Seconded by: T. Wall

“Resolved that the Sault Ste. Marie Municipal Heritage Committee recommend a designated heritage property grant of \$5,000 to John Kasch co-owner of Unit #3, 10 Kensington Terrace for the replacement of ten wood windows and one wood door, according to the scope of work developed by the Municipal Heritage Committee, and as presented in the application with a total project cost of \$18,852 and further that final payment be based upon the submission of paid contractor’s invoices and upon final approval of the work by the S.S.M.H.C. and further that the funds come from the Designated Heritage Property Grant budget and further that a report be sent to City Council for their approval.”

IMPACT

The 2015 budget for designated heritage property grants is \$12,000.

STRATEGIC PLAN

This item is not related to the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Manager of Recreation and Culture be received concerning a Designated Property Grant application from John Kasch, co-owner of Unit #3, 10 Kensington Terrace and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that a grant of \$5,000 be provided toward the replacement cost of ten windows and one door as outlined in the application and further that payment be rendered upon submission of the paid contractor’s invoices and upon final approval of the project by the Sault Ste. Marie Municipal Heritage Committee and further that the funds come from the Designated Heritage Property Grant budget, be approved.

Respectfully submitted,

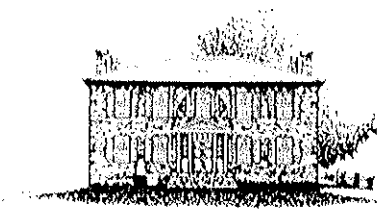


Joseph J. Cain
Manager Recreation & Culture

Recommended for approval



Nicholas J. Apostle
Commissioner Community Services



Sault Ste. Marie Municipal Heritage Committee

APPLICATION FOR A DESIGNATED PROPERTY GRANT

To be completed by the applicant and returned to the Sault Ste. Marie Municipal Heritage Committee, c/o the Manager Recreation & Culture.

Note: In order to be eligible for this grant, properties must be within the City of Sault Ste. Marie and designated under The Ontario Heritage Act, 1975. For specific criteria refer to the document "Guidelines for the Application of a Designated Property Grant."

1. Applicant

Name JOHN KASCH	Telephone (include area code) [REDACTED]
Address 10 KENSINGTON TERRACE, UNIT #3	Postal Code [REDACTED]

2. Property for which application is being made:

10 KENSINGTON TERRACE

3. Have you previously received a Designated Property Grant for this property?

☐ Yes ☒ No (If "Yes, give date and amount)

Date	Amount
------	--------

4. Provide a description of the project and cost breakdown. Include details such as materials to be used, sizes, mortar mixes, etc. Enclose all drawings, project photos and/or other material necessary for a complete understanding of the proposed work (use additional sheets as required). Please include any available historic photographs.

Description

Cost

REPLACE 10 WINDOWS AND THE DOOR ON UNIT #3	WINDOWS	13,380
OF 10 KENSINGTON TERRACE	DOOR	3,975
	PAINT	1,497
	TOTAL	\$18,852

5. List all sources and amounts of funding requested for project

Heritage Grant Amount		Amount \$ 5,000
Other Level of Government Funding		\$
Private Funds Owner		\$ 13,852

I certify that to the best of my knowledge the information provided in this application for a Designated Property Grant is accurate and complete.

Applicant

John Kasch

Date

April 23, 2015

Nothing contained in this application relieves the applicant from obtaining required Municipal Permits. All work must be carried out in accordance with the requirements of the Ontario Building Code, Municipal By-laws and the City of Sault Ste. Marie Purchasing Policy.

To be completed by the applicant and returned to the Sault Ste. Marie Municipal Heritage Committee c/o the Manager of Recreation and Culture

Personal information on the Application for a Designated Property Grant is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990 M.C.M. 56 and will be used solely to determine applicable information necessary for application. Questions about this collection should be directed to the Sault Ste. Marie Municipal Heritage Committee, c/o the Manager of Recreation & Culture Division.

Windows and Door Replacement Project

Unit #3, 10 Kensington Terrace, Sault Ste. Marie P6A 3J7

This package provides the details on our proposed project for the replacement of windows and a door at Unit #3, 10 Kensington Terrace.

Unit #3 is at the rear of 10 Kensington and is distinct from the two front units. Although previous owners have maintained the windows and door of Unit #3, portions of the wood are rotting, some windows are impossible to open, others are very difficult to open, and most allow dust and cold air to seep in at the edges. The state of the windows requires that they be replaced.

Please find attached:

1. The Scope of Work (SOW) provided by the Sault Ste. Marie Municipal Heritage Committee;
2. Photographs showing the windows and door currently in place;
3. Quotes, with supporting material, from three local suppliers.

The following table summarizes the cost information from the three quotes:

Supplier	Windows	Door	Painting	Total
Soo Mill	\$13 380	\$4 480	\$1 497	\$19 357
TimbrMart	\$13 900	\$3 975	\$1 497	\$19 372
CB Home Installations	\$29 932	\$6 700	\$1 695	\$38 327

All three quotes satisfy the SOW; however, the door quoted by Soo Mill has a single raised panel rather than two raised panels that would match the current door design. Also, TimbrMart's quote does not provide for the three casement windows; instead, these have been replaced with double-hung windows that match the windows on the east side upper level of 10 Kensington Terrace.

Our preference is to proceed with the quote for windows from Soo Mill and the quote for the door from TimbrMart, pending approval by the Heritage Committee.

Thank you for your assistance with this project.

John and Anne Kasch

2015 04 21



COUNCIL REPORT

May 25, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Madison Zuppa, Environmental Initiatives Coordinator

DEPARTMENT: Engineering and Planning Department

RE: Yellow Fish Road

PURPOSE

The purpose of this report is to provide Council with an update on the progress of the City's Yellow Fish Road Program, and request approval to enter into a Memorandum of Understanding with Trout Unlimited Canada.

BACKGROUND

The Yellow Fish Road Program is a "national conservation education initiative" led by Trout Unlimited Canada (TUC). The Program has been in place since 1991 where participants paint yellow fish on the road near storm drains and hand out doorhangers throughout selected neighbourhoods. These actions are aimed at educating individuals about the negative impact on local waterways when pollution enters the environment by way of a catch basin. Stormwater that flows through storm sewers is not subject to the same intensive sanitation treatment as wastewater, so reducing the amount of pollution that enters the catch basins is crucial to the health and well-being of our freshwater ecosystems.

The Planning Committee met on March 11, 2015, with Lynn Robb from TUC via teleconference to finalize the program details that are outlined below. Trout Unlimited Canada requires a Memorandum of Understanding to be signed by the City to implement the Program locally.

ANALYSIS

On June 8, 2015, between 6-8 p.m. the Girl Guides of Canada will be participating in the Yellow Fish Road Program in the area surrounding F.H. Clergue Public School (Schedule "A"). The approximately 40 participants will be divided into 8 groups of up to 6 guides and at least 1 adult supervisor, as per the Trout Unlimited Canada's Yellow Fish Road 2014 Program Guide (Schedule "B").

Each group will have participant leaders who will watch for traffic, paint the yellow fish symbol on the road, and hand out doorhangers and magnets to local residents. Transit Services have also agreed to assist with traffic control on-site. A press release will be sent out to the community with information about the Program and to inform local residents to watch out for these volunteers when driving through the selected neighbourhood. The Yellow Fish Road doorhangers and magnets will provide information about the project and who to contact regarding the safe disposal of hazardous waste or to report spills.

The Environmental Initiatives Coordinator has presented to several local Girl Guides of Canada units explaining what the Yellow Fish Road Program is and why it is taking place, in addition to important safety messages outlined in the Trout Unlimited Canada 2014 Program Guide. Consent forms have been forwarded to the Girl Guides of Canada and their members to ensure their parent/guardians approves their participation in the event.

IMPACT

On February 23, 2015, Council approved the allocation of \$5,000 towards the purchase of materials and goods for Sault Ste. Marie's Yellow Fish Road Program. The City spent \$2,888.25 on materials to date, and will be receiving approximately \$1,370 in funding through the Great Lakes Sustainability Fund (\$865) and Algoma University (\$504). Materials purchased include t-shirts, doorhangers, magnets, painting kits, and patches.

STRATEGIC PLAN

The Yellow Fish Road Program is not an activity that was included in the 2011-2014 Corporate Strategic Plan; however, 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 05 25 concerning Yellow Fish Road be received as information. By-law 2015-106 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

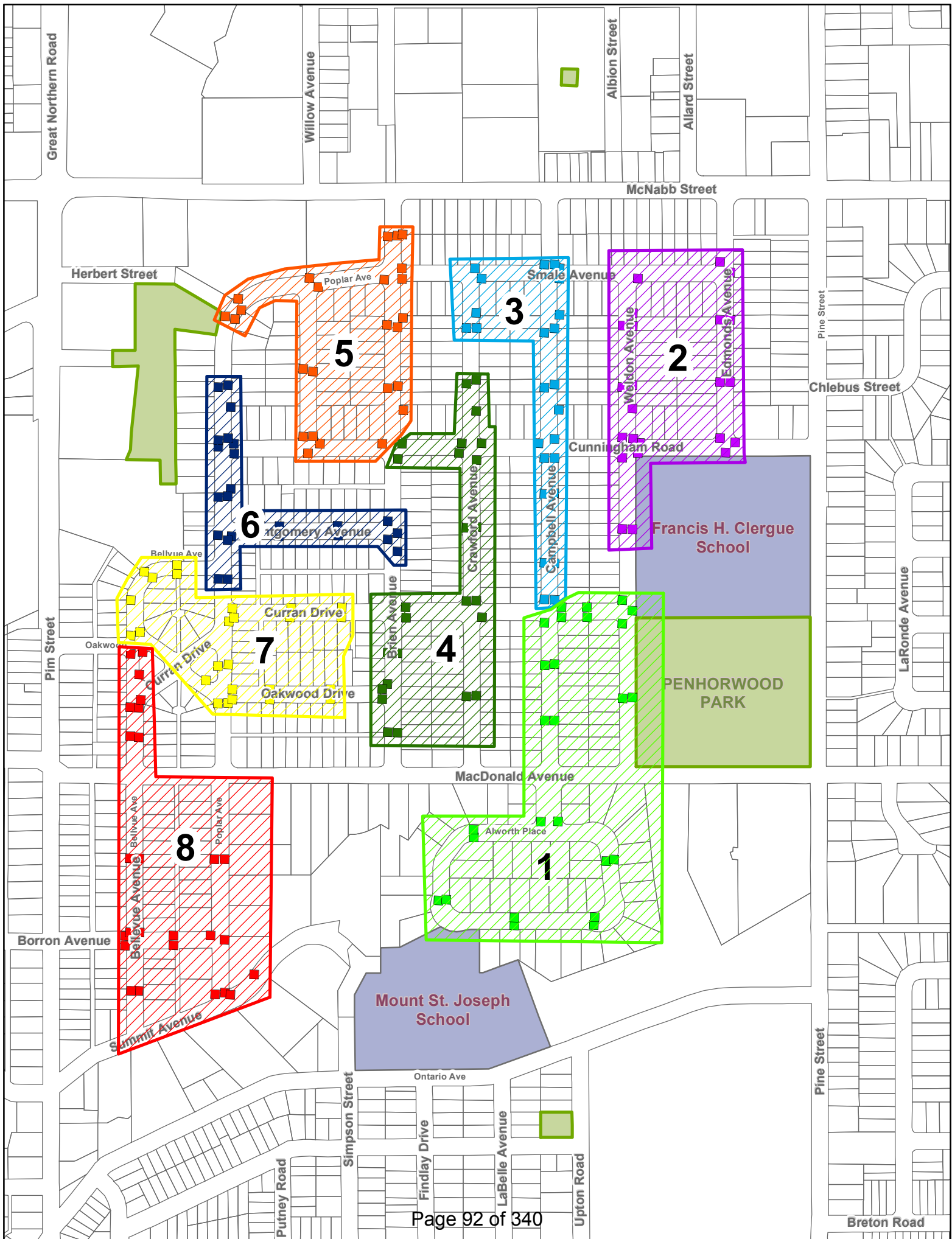


Madison Zuppa, RPP
Environmental Initiatives Coordinator

Recommended for approval

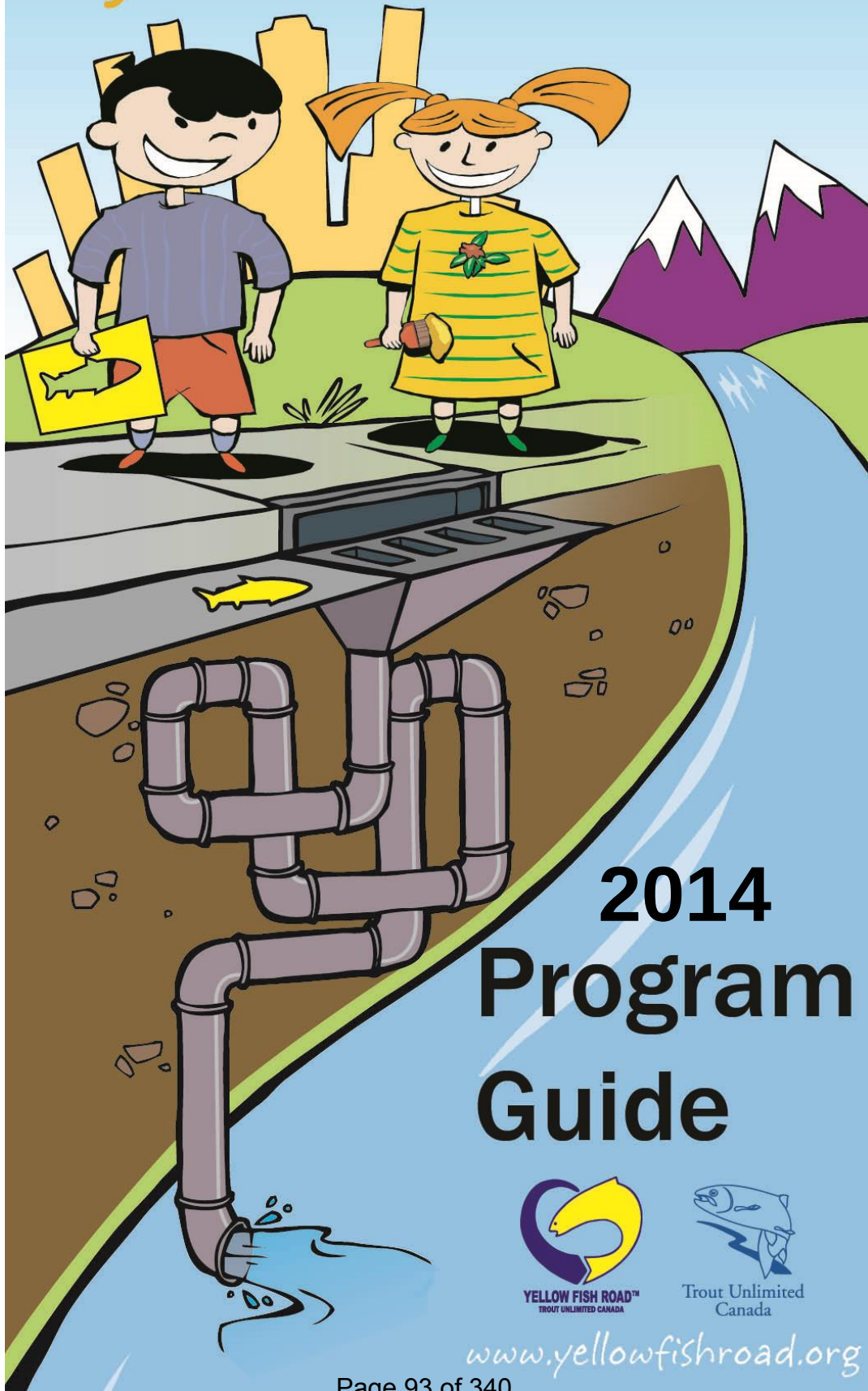


Jerry Dolcetti, RPP
Commissioner, Engineering & Planning



Trout Unlimited Canada's

Yellow Fish Road™ program



2014 Program Guide



YELLOW FISH ROAD™
TROUT UNLIMITED CANADA



Trout Unlimited
Canada

www.yellowfishroad.org

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Thank You!

The **Yellow Fish Road**™ program benefits from the generous support of many volunteers, corporations and funding agencies. Trout Unlimited Canada is grateful for the contribution from our sponsors to the Yellow Fish Road™ program.

Check out our Yellow Fish Road website for a partner who can help you with a Yellow Fish Road event or action project in your area
www.yellowfishroad.org.

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What is Yellow Fish Road™?

Trout Unlimited Canada's **Yellow Fish Road™** program educates the public about the impacts of pollution entering urban **storm drains**. In most communities, water entering **storm drains** goes directly into local rivers, streams and lakes untreated. **Storm drain pollution** can harm fish and wildlife, as well as reduce water quality for human use.

Yellow Fish Road™ volunteers paint "yellow fish" symbols and the words, 'Rainwater Only' beside storm drains and distribute fish-shaped brochures to nearby households. These activities remind people to properly use and safely dispose of hazardous household chemicals, rather than allowing these to enter curb side storm drains.

Trout Unlimited Canada (TUC) introduced the **Yellow Fish Road™** program in 1991. To date, over 220 communities across Canada have approved or implemented this unique and important water quality initiative.

Why the Yellow Fish Road™?

Non-point source pollution is pollution spread over a large area and not from one specific location or source; this type of pollution is hard to trace to its source (e.g. garbage, dirt, oil, gravel, salt, animal droppings, fertilizers, pesticides, etc.). Point source pollution is easily traced to its source (e.g. factories and sewage treatment plant wastewater).



What is a Storm Drain?

Storm drains (catch basins) are the grates found on roads by the curb. **Storm water** runoff goes into the grates, through a network of underground pipes, out as **storm water outfall** and into the local water body.

Don't confuse **storm drains** with **manholes**! Manholes are not necessarily part of the sewage system – they could be access points to underground cables, pipes and other structures.



What is a Watershed?

A watershed includes the area of land in which all water drains to a common point. All streams, groundwater, and runoff go to the same drainage point (e.g. a river or a lake).

There are five National Watersheds in Canada, which Watershed do you live in?

www.canadiangeographic.ca/watersheds/map/?path=english/watersheds-list

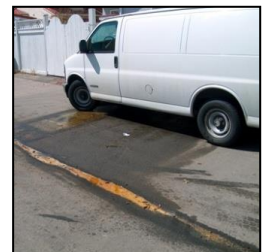
Non-point Source Pollution is the single largest contributor to water pollution!

As rainfall or snowmelt moves over and through the ground, it picks up and carries away natural and human-made substances (chemicals, sediment and debris), depositing them into lakes, rivers, wetlands, coastal waters and underground sources of drinking water.

Pollutants do not enter a local river, lake, or stream through the storm drain system at a constant rate over the year. There is a large increase in non-point source pollution in the springtime. This is peak time for runoff from snowmelt and rain which ends up in the storm drain system, untreated.

Where do these pollutants come from?

There are many sources of water pollutants, including recreational, residential, industrial and agricultural sources. However, Canadian households annually generate more than **60,000 tonnes** of hazardous wastes. Common examples of hazardous household wastes include: old car batteries, lighter fluid, turpentine, paint, gasoline, used motor oil, antifreeze, pool chemicals and pesticides. Other pollutants that commonly end up in the water system are soap and fertilizer. These may not be toxic, but in high concentrations they can have a negative impact on the aquatic ecosystem.



*It only takes **1 drop** of motor oil to make **25 litres** of water undrinkable!*

Since about 70% of towns and cities are paved or built over, about half of the precipitation that falls on our cities never touches the soil. Water slowly moving through soil (groundwater) naturally gets filtered. Water running over pavement collects debris and



chemicals and goes directly into the storm drain system.

What are the effects of non-point source pollution?



Non-point source pollution in our waterways impacts not only humans but the animals and plants that depend on that water. It can affect the food chain and is the major source of human exposure to persistent toxic chemicals. Aquatic life can become negatively altered or destroyed when exposed to hazardous waste; this is especially true with fish and wildlife.

The water in your watershed continues on to the next community's watershed. Municipal water is treated before reaching households. If the water going into the treatment plant is contaminated, it takes more time, energy and costs more to clean it.

What Can I Do?

- Painting storm drains and distributing the fish-shaped door hangers with the *Yellow Fish Road™* program in your community, informs residents that anything that goes into the storm water system goes directly into the local waterbody. By educating communities about proper disposal of household hazardous wastes, we can reduce our impact on the aquatic ecosystem and ensure safe drinking water supplies for all living things.



How to Get Started

1. Who to Contact

You are required by your municipal bylaws to get proper approvals for implementing the *Yellow Fish Road™* in your area. Read below to see who to contact in your area.

1. **Yellow Fish Road™ Partner:** See www.yellowfishroad.org to see if there is a partner near you to help plan a painting date and book a painting kit - partners already have permission to paint in their municipalities. They may also offer educational workshops to your class or community group.
2. **Trout Unlimited Canada:** If you are not near a *Yellow Fish Road™ Partner*, we can send you stencils and fish hangers and help you plan your painting date.
3. **Non-Partner Municipalities** (town office or city hall): If you are not near a **Yellow Fish Road™ Partner**, then you need to get permission to paint in your area and learn of any restrictions for painting (e.g. supplies required, construction, and street cleaning). ***It is a good idea to get the permission in writing, to carry with you during the painting.***

The following is a suggested list of permissions outside of municipalities that may also apply to the storm drains in the area you intend to mark:

- ☒ Private approval (e.g. subdivision developers, condominium association)
- ☒ Facilities and land within any Canadian national park, provincial park, conservation area or national historic site
- ☒ Facilities or land owned/leased by the Department of National Defence
- ☒ Facilities or land owned/leased by First Nations

2. Trout Unlimited Canada Volunteer Agreement Form

For insurance and liability purposes, Trout Unlimited Canada (TUC) requires a volunteer agreement to be signed and returned by the group leader **prior** to picking up the stencil kits (or before we approve your program and send 2 stencils and **200** door hangers). Please ensure that you send this form to us or your local **Yellow Fish Road™ Partner**. The form is on page **14** of this guide.

Only those groups that have returned this form and have followed to the procedures outlined in this Program Guide will be covered by TUC's liability insurance in the unlikely event of accidental incidents.



3. Where to Paint

- Decide on which area you are concerned with and the streets you would like to cover (one street block normally has 2 – 4 storm drains). Don't forget to go out and check to see if this area has been recently painted already.
- Stay away from busy, high traffic roadways, and private property.
- Keep to public roadways, unless you have permission to mark drains on private property

4. Who to Involve

- The program is appropriate for children ages 6 years (Grade 1) and up. Younger ages have participated, but you will need more adult volunteers.
- This program is available for people of all ages. We require a **1 adult leader** for every **6 children** per group.
- Involve your community, as this program benefits everyone! Local businesses may be willing to assist with a wrap-up lunch or BBQ for the volunteers after they have finished their painting. This is a great time to get local personalities involved.
- Don't forget to contact your local media as well. If you do get local media coverage, please send us copies – we like to feature these on our website.

5. Where to Get Supplies



Yellow Fish Road™ Partners can loan complete painting kits and help organize your painting day.

Trout Unlimited Canada can send **2** stencils and **200** fish door hangers if you are **not** near a **Yellow Fish Road™ Partner**. You will be responsible for supplying the rest of the required items for the painting day (see *Yellow Fish Road™ Supplies*).

- ☒ Many local hardware stores are willing to donate paint, rollers and garbage bags.
- ☒ Municipalities may be willing to loan safety vests and goggles, pylons and work gloves. Ask when you contact the municipality for permission to paint.

Yellow Fish Road™ Supplies

For safety reasons it is important to have **all** of the items listed below for **every** group of approximately 6 children and 1 adult leader. Requirements may vary from municipality to municipality. If you are working with the Calgary TUC office or a Yellow Fish Road™ Partner, they will loan you a complete stencil kit. If not, check with the municipality (when you phone to get permission to paint) to see if the following supplies are sufficient. They may also loan the safety equipment to you.

Yellow Fish Road™ Paint Kit Contents:

☐ Carrying Caddy (1)
☐ Clipboard (1) (Painting Permit, Painting Record and Instructions, and map, if using)
☐ Pen/Pencil (1)
☐ Pylons (8) put them on the road, to warn traffic (1.5m on either side the storm drain)
☐ Safety Vest (2) (to wear while watching for traffic in the traffic safety zone)
☐ Work Gloves (2 pairs) (to protect hands while cleaning the storm drain area and painting)
☐ 1 Broom and Dustpan (to clean the area around the storm drain before painting)
☐ Garbage Bag (1) (to collect garbage and debris around storm drain for disposal at the end of the day)
☐ Paint (1 squeezable bottle) – Yellow Outdoor Latex Paint ‘Eco-Friendly’
☐ Paint Roller (1) or Paint Brush (1 large)
☐ Plastic Locking Bag (1) (keep the wet paint roller and brush(es) in this while transporting the kit)
☐ Reusable Fish Stencil (1) *
☐ Fish Hangers (~50) *

**Trout Unlimited Canada will provide these materials if you are not near a Yellow Fish Road™ Partner.*

Get Ready to Paint!

1. **Sign and return the Trout Unlimited Canada Volunteer Agreement** – If you are picking up kits in Calgary **email or call at least 10 days before you need the stencilling kit**. If we are mailing you door hangers and stencils, the Volunteer Agreement must be submitted at least 14 days prior to your painting day.
2. **Organize groups** of about **6 children** and **at least 1 adult** (or whatever minimum number of adults, per 6 children, is required for your organization). Please ensure those children working on the street are wearing safety vests and pylons are set out according to safety standards in your area.
3. **Emergencies:** Adult leaders should have an emergency first aid kit (cell phones or radios are also a good idea) and select a meeting spot for after the painting (or lost children).
4. **Storm Drain and Fish Hanger Tally sheets:** If you are not working with a *Yellow Fish Road™ Partner*, make copies, 1 for every group. You may also wish to copy the **instructions** for each group and **street maps** of the area you are painting.
5. **Dress appropriately-** wear old clothes and comfortable shoes and dress for the weather. Advise participants to bring water bottles and other items needed to be outside.

Get involved!



Adopt a Trout – Help TUC in their efforts to conserve, protect and restore Canada’s rivers and streams through the ‘Adopt a Trout’ program. Learn about our TUC mascot, ‘Takoda’ and adopt one of his trout friends. Your adoption of \$35.00 provides numerous benefits

- Your own 7” plush toy complete with unique ‘T-Bar’ identification tag
- An official adoption certificate, and trout fact sheet
- Membership to ‘Smolt School’, with regular newsletters and much more!

Through education and research Takoda’s TUC friends can help ensure all of Canada’s coldwater rivers and streams are safe like Takoda’s home.

Storm Drain Stencilling: Here’s How!

Painting Procedures

Safety requirements will vary – double-check with your **Yellow Fish Road™ Partner** or your municipality, to ensure that the following instructions are appropriate.

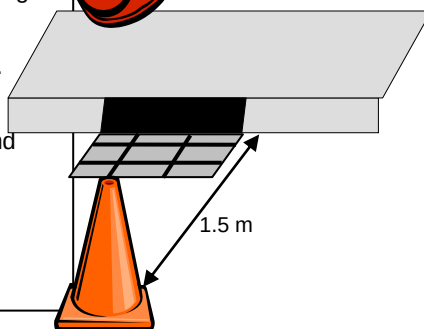
We recommend starting at the **furthest** storm drain and working your way back to the meeting spot (**do not zigzag** up the street – cross when one entire side of the street is completed and work your way back up the other side). Remind everyone that it is better to do the painting *well* rather than *fast*!

Get into **groups** of about **6** (two painters, 2 safety people and 2 fish hanger people) and **at least 1 adult** supervising. Rotate the following duties – while one part of the group is dropping off the fish hangers, the others will follow the painting procedures below.

1. For Ontario communities it is important to note that eight (8) pylons must be set out for the safety and protection of those participating in temporary road work. The pylons must be set out parallel to the sidewalk then angled in gradually to the curb on both sides of the storm drain. See photo below.
2. Ensure you know all municipal/provincial road safety standards for your area (the municipality will be able to help you with this).
3. Obtain appropriate permissions for painting on the roads in your municipality (or region) and ensure this is obtained on an annual basis. It is a good idea to get this in writing and include copies in the paint kits.

1 SET UP THE SAFETY ZONE

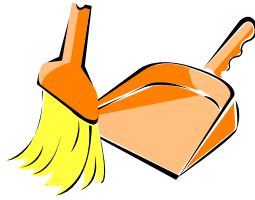
- **Safety People:** 2 people need to put on **safety vests**. *Because moving vehicles may drive by, this job is very important!*
- **Adult(s):** When it is safe to do so, place the **8 pylons** on the road. Place 2 **pylons** about **1.5 m** from the storm drain. Then place the remaining 6 tapered into the curb on both sides of the storm drain.
- When the safety zone is in place, Safety People can step on the road.
- Standing near the pylon (in between the pylon and the sidewalk). The **Safety People** should **watch both directions of traffic** at all times and ensure that everyone remains within the safety zone.



2 CLEAR THE STORM DRAIN AREA

- **Painters:** 2 people need to put on **work gloves**.
- Pick up any debris on or near the storm drain (e.g. leaves, grass and paper) and put it in the **garbage bag**.
- Ask for adult help for dangerous items (e.g. glass and other sharp objects).

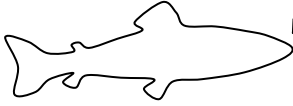




3 CLEAN THE AREA TO BE PAINTED

- Pick a spot within **30 cm** to the right or left of the storm drain, on the smoothest area, for painting.
- Clean the area with the **broom** and **dustpan**. **Do a good job**, as paint can stick to the dirt, not the road, and will wash away into the storm drain!

RAINWATER ONLY



4 HOLD THE STENCIL

Sidewalk on this side!

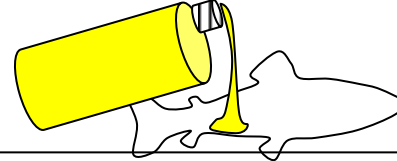
- Put the **stencil** on the cleaned surface (so that you can read it **from the sidewalk**).
- One painter holds the stencil while the other paints.

5 POUR SOME PAINT

- Carefully squeeze or pour a **small** amount of paint, about the **size of a loonie (\$1)** inside the **fish stencil**.
- Add a little more when you need it. **Using too much paint will smudge the lettering!**



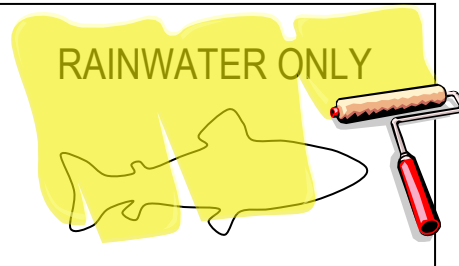
RAINWATER ONLY



6 PAINT!

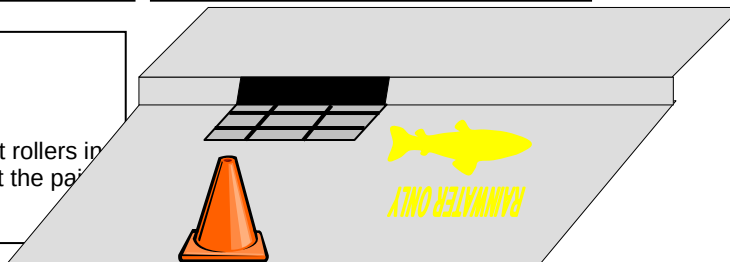
- Paint over the whole stencil. **Press the roller down firmly** – this will help to keep the outline of the symbol sharp and clear. Make sure the surface you are painting on is as smooth as possible. Sometimes the top of the curb is the best place to paint.

RAINWATER ONLY



7 COLLECT ALL OF THE SUPPLIES

- Pick up all supplies and place paint rollers in the **plastic locking bag** to prevent the paint from hardening on the brush.



8 FILL OUT THE Drain and Fish Hanger Tally Sheet

- Keep a **tally of the painted storm drains** and record the **types of garbage** found.
- Mark the painted drain on your map (if using maps).



Distributing “Fish Door Hangers”

While the others are painting, one adult (if there is a second adult) and **two** group members will take the *fish-shaped door hangers* and distribute them to each house along the painting route.

1 WHERE DO I GO?

- Stay within sight of your adult supervisor!
- Stay on the same block as the painting crew.
- Go to the door in teams of 2
- If you think the house is unsafe for ANY REASON do not put a hanger there.

2 HANG THE FISH HANGERS

- Place fish hangers (in order of preference):
 - In the mailbox
 - On the doorknob
 - Inserted firmly in the screen door of the house.
- Ensure that the hangers are **secure** and **will not end up as litter** on the street!



3 FILL OUT THE DRAIN and HANGER TALLY SHEET

- Tally the **number of fish door hangers** you distribute.
- Remember to tally these for **each street** you cover.

This is extremely important!



Cleaning Up

- Rinse off any paint on the materials, dry and return them to the kit.
- Please do not throw away the kit supplies as these can be used by the next group.
- Don't forget to give your group leader the Storm Drain & Fish Door Hanger Tally sheets.
- If you have borrowed a kit from a Yellow Fish Road™ Partner, you will need to return all the supplies in good order.

Encountering Opposition

1. Stay calm.
2. Notify the concerned citizen that you have received permission from the municipality to conduct the program, and show the permission letter.
3. Explain what the *Yellow Fish Road™* program is about.
4. Ask them to call Trout Unlimited Canada's **1-800-909-6040** toll-free number with their concerns, or give them the contact information of the Yellow Fish Road™ Partner. In Calgary they can call 403-209-5181.
5. If the person is persistent, apologize for the inconvenience and move on. Make a note of it on your Drain and Fish Hanger Tally sheet.

Tracking Your Progress

Trout Unlimited Canada is keeping track of all the drains painted in Canada so please keep track of the number of storm drains you paint and the community you paint in. This kind of information can be used by Trout Unlimited Canada to determine the impact and size of the program and coordinate groups working within the region.

In addition, the **Storm Drain & Fish Door Hanger Tally** sheets provide important statistics and feedback, and help us to keep getting support for this water quality initiative. Please forward the Storm Drain & Fish Hanger Tally sheets as soon as possible.

Reminder:, as well as entering them on-line at www.yellowfish@yellowfishroad.org

Submit Statistics and Return Your Kit

- Please remember to record your totals on the separate tally sheet provided. If you are working with a partner it is important to hand in a hard copy of your totals to them.
- It is also important to enter your totals on-line, simply log onto www.yellowfishroad.org Click on the 'Enter Data' tab at the top of the page and complete the information required.
- Drop off your **cleaned** painting kits if you borrowed them from a *Yellow Fish Road™ Partner*. Please take a moment to rinse of your paint rollers, and paint bottles before returning your kits to your partner.



Volunteer Agreement

Trout Unlimited Canada requires that the Group Leader or key contact sign the following Trout Unlimited Canada Volunteer Agreement (see page 13), **prior** to implementing the Yellow Fish Road™ program. **If we are shipping supplies to you we must receive your Volunteer Agreement 14 days prior to your stencilling event.**

You are responsible for following the procedures outlined in this guide and supervising your group. As volunteers for Trout Unlimited Canada's Yellow Fish Road™ Program, your group will be covered by Trout Unlimited Canada's general liability insurance for the date(s) of the storm drain marking.

If your group is driving to the painting location, ensure that all drivers have adequate insurance and parents have given written consent for their children to be driven by volunteer drivers. This is your group's responsibility, not that of Trout Unlimited Canada.

We also ask that all statistics be submitted either to your *Yellow Fish Road™ Partner* or to Trout Unlimited Canada directly, using the form on the Enter Data page of the *Yellow Fish Road™* website. We need these numbers to keep this valuable program going.

Please complete the form on the following page and **return it before painting day** (via email, fax or mail) to our office or to your ***Yellow Fish Road™ Partner*** before your painting day.

Yellow Fish Road™
c/o Trout Unlimited Canada
160-6712 Fisher Street SE
Calgary, Alberta T2H 2G9
Toll-free: (800) 909-6040
Phone: (403) 209-8370
Fax: (403) 221-8368
Email: yellowfish@yellowfishroad.org

For *Yellow Fish Road™ Partner* contact information, see www.yellowfishroad.org.

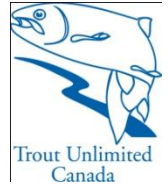




Trout Unlimited Canada

Volunteer Agreement for

The Yellow Fish Road™ Program



We understand, as volunteers for Trout Unlimited Canada's Yellow Fish Road™ (YFR) Program, it is the responsibility of our group to:

1. Designate a group leader to read the YFR Program Guide and be responsible for the group while implementing the YFR Program.
2. Obtain the necessary supplies and permissions, as outlined in the YFR Program Guide, whether through a YFR Partner, or through our own means.
3. Ensure group members understand and follow the safety and painting procedures outlined in the YFR Program Guide (or by a YFR Partner or the municipality).
4. Ensure the group is supervised at all times while marking the storm drains.
5. Ensure that any group members under the age of majority have written parental consent to participate; and ensure that parents understand that the group leader, not Trout Unlimited Canada, will be supervising the painting.
6. Ensure a minimum of 1:6 adult to child ratio for the marking.

As volunteers for Trout Unlimited Canada's Yellow Fish Road™ Program, your group will be covered by Trout Unlimited Canada's commercial general liability insurance subject to the policy coverage, exclusions, and conditions for the date(s) of the storm drain marking. Such coverage will only apply while the volunteers are performing authorized duties. Trout Unlimited Canada is not responsible for bodily injury incurred or damage to or loss of personal property incurred while implementing the Yellow Fish Road™ Program.

I have read, understood and agree with this Volunteer Agreement

Signature:	
Name (Please Print):	Today's Date:
School/Group/Organization Name:	
FULL Mailing Address:	
Phone Number:	
Email Address:	
Date(s) of Yellow Fish Road™ program painting:	
Estimated # Child Participants:	Estimated # Storm Drains:
Estimated # Adult Participants:	Estimated # Houses:





Drain and Fish Hanger Tally Sheet



General Information:

School/Group:	
Teacher/Group Leader Name:	Date:
City/Town:	# Students:
Neighbourhood	# Adults:

Storm Drain and Fish Hanger Tally:

Keep track of the number of storm drains you stencil / fish hangers you distribute for each street.

Name of the Street You Are Painting On?	Storm Drain Tally (# Painted)	Fish Hanger Tally (# Distributed)
Total:		

Litter Check:

Record any unusual litter you find in or around the drain.

Comments:

Let us know if you encountered anything else or if you have any ideas or suggestions to improve the program.





Dear Madison Zuppa,

On behalf of Trout Unlimited Canada, I would like to thank **The Corporation of the City of Sault Ste. Marie** for their interest and commitment to improving Canada's freshwater ecosystems through the *Yellow Fish Road™* program.

The *Yellow Fish Road™* (YFR) program is a nationwide environmental education initiative led by Trout Unlimited Canada (TUC). Since 1991, thousands of Canadian youth have learned about their water supply and the impact it has on the health of their community. With this knowledge, youth volunteers have educated communities about the need to protect our freshwater resources. The YFR program is a fun and participatory way to teach the importance of clean water, and how decisions made by one person make a difference on the whole community.

Included in this and the proceeding package are copies of:

- *Yellow Fish Road™* Partner Manual
- *Yellow Fish Road™* Program Manual
- *Yellow Fish Road™* Brochure
- *Yellow Fish Road* Doorhanger

The YFR program is a registered trademark owned by TUC. We are thrilled with the rapid and widespread response to this program over the past 23 years. This program has grown and been implemented in many municipalities across Canada and we feel it is extremely important that TUC not only set the national standards for the YFR program, but also maintain these standards across the whole country.

As an approved "YFR Partner," **The Corporation of the City of Sault Ste. Marie*** agrees to:

1. Carefully read all documents that we send regarding the YFR program and its delivery.
2. Adhere to the steps outlined in the delivery of the YFR program in your area (see *Yellow Fish Road™* Partner Manual). Any alternative processes must be approved by the YFR Program Director before being implemented.
3. Ensure that TUC is recognized on all promotional media for the YFR program. (see *YFR Media and Communications*, in *Yellow Fish Road™* Partner Manual).
4. Send TUC all related statistics and participant contact information collected for the YFR program on a yearly basis (between April and November, or whenever the YFR program is implemented in your area), of booked and completed programs.
5. Seek permission from the YFR Director of Conservation Education to develop any YFR materials that are not issued by TUC.
6. Send TUC copies of any communications and media relating to YFR in your area (excluding communications regarding specific bookings of programs in your area).
7. Will not charge a fee for loaning out kits or for any associated programs delivered in conjunction with a YFR painting day. Any staff hours devoted to YFR are considered volunteer hours for TUC.

8. Inform TUC of any grant or funding applications that your organization would like to make for the YFR program in your area, *before submission*. As the funds would be granted to the YFR program, we are ultimately responsible for any spending and accounting of funds made in the name of the YFR program. TUC would also be responsible for sponsor recognition in any communications/media made on behalf of YFR.

In support of **The Corporation of the City of Sault Ste. Marie** as a YFR Partner, TUC agrees to:

1. Send and refill the necessary supplies as outlined in the *Yellow Fish Road™* Partner Manual. All other supplies must be supplied by your organization, though we will help you with funding wherever possible.
2. Send the most up-to-date copy of the YFR program manual and brochures for distribution in your area. You are responsible for the copying costs, though we may be able to help with printing costs wherever possible.
3. Add your municipality or region to the TUC insurance policy, as an additional insured, for the delivery of the YFR program in your area, if required.
4. Recognize your organization in promotional materials for your area.
5. Provide support and assistance in any way possible to ensure the success of the YFR program in your area.
6. Compile all statistics in an annual report.

With our concerted efforts, we hope to gain general public recognition of the YFR program across Canada, in order to increase the profile of the issues surrounding our watersheds. With a standardized program, we can guarantee that all of our partners are recognized, track statistics and ensure that appropriate messages are being delivered. We reserve the right to withdraw our support and materials, and TUC approval for your organization to deliver YFR, if the above conditions are not followed.

Once again, I would like to thank you for your support of Trout Unlimited Canada's *Yellow Fish Road™* program. We look forward to working with **The Corporation of the City of Sault Ste. Marie** for many years to come!

Sincerely, Lynn Robb *Yellow Fish Road™*
Director of Education,
Trout Unlimited Canada
E: lrobb@tucanada.org W: www.yellowfishroad.org

If you are in agreement with the above terms and conditions, please sign below and return two original copies of this letter to Trout Unlimited Canada.

Organization Name (Please Print): The Corporation of the City of Sault Ste. Marie	
Contact Name (Please Print): Christian Provenzano, Mayor	Date: May 25, 2015
Signature:	
Contact Name (Please Print): Malcolm White, City Clerk	Date: May 25, 2015
Signature:	
Organization Name (Please Print): Trout Unlimited Canada	
Contact Name (Please Print): Lynn Robb, Director of Education	Date:
Signature	



COUNCIL REPORT

May 25, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Elliott, Director of Engineering Services

DEPARTMENT: Engineering and Planning Department

RE: 2015 Biennial Aqueduct Inspections; Engineering Agreement

PURPOSE

The purpose of this report is to obtain Council approval to authorize an engineering agreement for the completion of the 2015 biennial structural inspections of the City's major stormwater aqueducts.

BACKGROUND

The Engineering Division conducts biennial bridge inspections in even numbered years and aqueduct inspections in odd numbered years. While biennial bridge inspections are mandated by the province, aqueduct inspections are not; however, given that much of our aqueduct infrastructure is located under roadways, it is considered wise to complete inspections with similar frequency to bridge inspections.

ANALYSIS

The Engineering Division seeks Council's approval to authorize agreements for engineering services. The City has retained the firm of STEM Engineering for the majority of aqueduct work and in accordance with the current policy for retaining professional engineering services, it is recommended that this firm be retained to complete these inspections.

IMPACT

The impact to the budget is the engineering fee estimate of \$35,000 plus tax. Funds will come from the \$50,000 allowance for aqueduct inspection in the approved 2015 Miscellaneous Construction budget.

STRATEGIC PLAN

Aqueduct inspections are linked to objective 1A, Environmental Leadership under the Developing Solid Infrastructure strategic direction.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering Services dated 2015 05 25 concerning the 2015 Biennial Aqueduct Inspections be received, and that STEM Engineering be retained to complete the inspections for \$35,000 plus tax, using funds from the 2015 miscellaneous construction budget, be approved. By-Law 2015-102 authorizing execution of an engineering agreement can be found elsewhere on this evening's agenda and is recommended for approval.

Respectfully submitted,

Recommended for approval

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

Don Elliott, P. Eng.,
Director of Engineering Services

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

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

ENGINEERING ESTIMATE

Project: **Aqueduct Inspections - 2015** Project No. **15098**

Description: **Condition Survey of All City Aqueducts** Date: **May 2, 2015**

TASK	DESCRIPTION	HOURS	RATE	COST
Preliminary	-allow	4.00	\$140.00	\$560.00
	Clerical	2.00	\$50.00	\$100.00
FORT CREEK				
Field Portion	3 men for 2 days @ 9 day	54.00	\$115.00	\$6,210.00
Review/Compile/Report	Allow 3 days	22.50	\$130.00	\$2,925.00
	Clerical	3.00	\$50.00	\$150.00
CENTRAL CREEK				
Field Portion	Large Aqueduct 3 men for 1 day @ 8 day	24.00	\$115.00	\$2,760.00
	Small Aqueduct 3 men for 2 days @ 8 day	48.00	\$115.00	\$5,520.00
Review/Compile/Report	Allow 3 days	12.00	\$130.00	\$1,560.00
	Clerical	3.00	\$50.00	\$150.00
FARWELL TERRACE				
Field Portion	3 men for 2 days @ 8 day (1 ea. large and small aqu'ts)	48.00	\$115.00	\$5,520.00
Review/Compile/Report	Allow 3 days	12.00	\$130.00	\$1,560.00
	Clerical	3.00	\$50.00	\$150.00
CLARK CREEK				
Field Portion	3 men for 8 hrs	24.00	\$115.00	\$2,760.00
Review/Compile/Report	Allow 1/2 day	4.00	\$130.00	\$520.00
	Clerical	3.00	\$50.00	\$150.00
Capital Cost Estimate	10 year plan	24.00	\$75.00	\$1,800.00
Supervsion	Review the reports	8.00	\$140.00	\$1,120.00
DISBURSEMENTS	Monitor rental (allow)			\$1,000.00
	Mileage (allow)			\$250.00
	SUBTOTAL	298.50		\$ 34,765.00
	13% HST			\$4,519.45
	TOTAL			\$39,284.45



COUNCIL REPORT

May 25, 2015

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Engineering and Planning Department

RE: Reconstruction of Huron Street (Queen Street to Cathcart Street) – Contract 2015-2E

PURPOSE

The purpose of this report is to obtain approval to award Contract 2015-2E. The project includes the Reconstruction of Huron Street from Queen Street West to Cathcart Street.

BACKGROUND

In the current Five Year Capital Road Reconstruction Plan, the reconstruction of Huron Street is planned for 2015.

Tenders received for Contract 2015-2E were opened at a public meeting Wednesday, May 13, 2015 in the Plummer Room of the Civic Centre. Present at the opening was City Clerk, Malcolm White as well as City staff and contractor representatives.

ANALYSIS

A total of three (3) tenders were received. All tenders submitted were found to be complete and are summarized on the attached report. The low tender of **\$3,721,968.27** (including HST) was received from Palmer Construction Group. This is above the consultant's pre-tender estimate of \$2,800,000.

IMPACT

When recoverable HST and PUC costs are removed and an allowance for engineering is added, the City's cost to complete this project is projected to be **\$2,639,677**. Within this amount there is also a component of streetscape improvements that is being covered by a \$350,000 grant from NOHFC.

When we compare the Huron Street allocation from the 2015 Construction Program budget, we are tracking over budget by \$613,805. The Finance

Department has confirmed that this cannot be covered by unallocated funds. Therefore we are proposing that we postpone the resurfacing of Bay Street from Andrew to Pim and use a portion of that 2015 allocation to cover the overrun on Huron Street. This would be wise as the City is currently completing a Class Environmental Assessment to look at narrowing Bay Street, which is not yet complete and there is risk that we will not have enough time to complete the project in 2015 in any event. Postponing the work will allow the EA completion and an early construction tender in 2016.

As we have said in previous reports, our projects all carry healthy contingency allowances built into the contracts that often are not spent. Upon completion of the 2015 Construction Program we will look at how much of these budgets have been unspent and determine how much can be carried forward to cover the Bay Street project in 2016.

STRATEGIC PLAN

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Design & Construction Engineer dated 2015 05 25 concerning the Reconstruction of Huron Street be received and the recommendation that Contract 2015-2E be awarded to Palmer Construction Group Inc., be approved and the Resurfacing of Bay Street be postponed until 2016.

By-law **2015-109** authorizing execution of Contract 2015-2E the Reconstruction of Huron Street and By-law **2015-110** authorizing the road closure (access to the Bridge Plaza will be maintained) of Huron Street (Queen Street to Cathcart) from May 26, 2015 until October 31, 2015 appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,



Carl Rumiel, P. Eng.
Design & Construction Engineer

/bb

Attach.

Recommended for approval



Jerry Dolcetti, RPP
Commissioner

May 15, 2015

Mr. C. Rumiel, P. Eng.
City of Sault Ste. Marie
Engineering Department
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

Dear Mr. Rumiel:

Project No: 60333413

**Regarding: Reconstruction of Huron Street (Queen Street to Cathcart Street)
Contract No. 2015-2E
Tender Report**

We have reviewed the tenders received by the City Clerk's office on Wednesday, May 13, 2015 for the above contract and present herewith our Tender Report.

1.0 Introduction

Contract No. 2015-2E – Reconstruction of Huron Street (Queen Street to Cathcart Street) consists of supplying all materials, labour and equipment for the full reconstruction of approximately 330 meters of roadway including removals, grading, geotextile, granular subbase and base, asphalt, concrete curb and sidewalk, hub trail, landscaping, utilities, storm and sanitary sewers, watermains and associated appurtenances.

The tender advertisement was published in the Sault Star on Saturday, April 18, 2015 for notification to prospective bidders of the availability of the tender documents. The tender documents were also available for review by potential bidders at the Sault Ste. Marie Construction Association, Sudbury Construction Association, and the Consultant's office.

A total of nine (9) Contractors, Subcontractors and Suppliers picked up tender documents during the tender period following submission of the \$50.00 refundable deposit. Plan takers consisted of four (4) contractors, four (4) subcontractors, and one (1) supplier.

During the tender period, there were a few questions from plan takers relating to the scope of work and the technical specifications. Two Addenda were issued by the Consultant to address issues/questions raised by the plan takers and to incorporate a few minor scope related changes.

2.0 Summary of Tenders

Three (3) Contractors submitted sealed tenders for Contract No. 2015-2E to the City Clerk's office prior to the closing time of 3:00 p.m. on Wednesday, May 13, 2015. The tenders were publicly opened at 3:15 p.m. on the same day by City Clerk, Malcolm White in the presence of City and Consultant staff as well as representatives of the bidding Contractors. At the time of the tender opening, the Total Tender Values were read and the tenders were reviewed to ensure they included the required \$100,000 tender deposit and agreement to bond.

The tender deposits, which were in the form of certified cheques, were retained by the City while the balance of the tender submissions were provided to the Consultant for a further review of each tender submitted.

The following were the results of the submitted Total Tender Prices, including HST, in ascending order of bid price:

1.	Palmer Construction	-	\$3,721,968.27
2.	Avery Construction	-	\$3,863,144.16
3.	Ellwood Robinson	-	\$3,920,891.23

The Total Tender Value for each tender includes a contingency allowance of \$60,000 along with various provisional items including proposed streetscape work.

The Engineer's tender estimate for this Contract was \$2,809,145.65 (incl. HST) which was compiled based on prices from previous road construction contracts and other City miscellaneous paving contracts. A General Summary of Tender Prices for each of the above tenders along with the Engineer's tender estimate is attached as Appendix 1. The original copies of all tenders received are attached to this report, for the City's records.

3.0 Review of Tenders Received

The tenders were reviewed to verify all tender submission requirements were complied with as stipulated in the Information to Tenderers. A Summary of the review is attached as Appendix 2. The following specific comments are noted:

1. All tenders were properly signed, sealed and executed.
2. The tender breakdowns were checked for mathematical errors. None were found.
3. The Instructions to Tenderers indicated that all tenders were to include a \$100,000 tender deposit in the form of a certified cheque. All tenders complied with submission of the required certified cheques.
4. The tender document called for submission of Statements 'A' to 'D' which outline the tenderers' related work experience, supervisory staff, available construction equipment and

- proposed sub-contractors. All tenderers filled in the appropriate statements or attached separate breakdowns.
5. The tender also included Statement 'E' for alternative prices. None of the submissions included alternative pricing.
 6. The tenderers were required to provide an Agreement to Bond from a Surety Company certifying that they are able to obtain the required 100% Performance and 50% Labour and Material Payment bonds. An Agreement to Bond was attached to all tenders submitted.
 7. The tenderers were to provide a completed Statement of Canadian Content. All tenderers submitted the required form.
 8. All tenderers were required to acknowledge any Addenda received during the tender period. All tenderers confirmed receipt of Addendum No. 1 and Addendum No. 2.

3.0 Low Bidder Experience

The low tenderer, Palmer Construction Group Inc., is a well-known local Contractor who has completed numerous City contracts including London Street and St. Andrew Terrace in 2014 as well as several other City projects dating back to 2002.

Statement "D" – Subcontractors submitted by Palmer indicated that most of the work will be done by their own forces with the exception electrical and utility work which will be done by Double S and the concrete pressure pipe taping by Pipeline Repair Services.

4.0 Tender Estimate

The low tender amount of \$3,293,777.23 (excl. HST) is higher than the Engineer's tender estimate by \$807,807.62 (excl. HST) or approximately 32%.

The following is a summary of the differences in Palmer's tender costs relative to the Engineer's estimate for the various components of the project.

Roadworks	\$70,717
Storm Sewer	\$38,923
Sanitary Sewer	\$44,185
Waterworks (PUC)	\$410,955
Electrical/Utilities	\$133
Streetscape	\$195,601
Provisional Items	<u>\$47,293</u>
 Total Difference	 \$807,807 (excl. HST)

The streetscape work involves additional work incorporated by City Planning based on external third party funding.

5.0 Conclusions

In summary, based on our detailed review of the tenders submitted, we recommend the following:

1. The City should select a Contractor to complete the Huron Street construction project;
2. The required by-law should be drafted and passed by Council to facilitate execution of the attached Form of Agreement (Note: the low bidder has been included in the attached agreement at this time); and
3. AECOM should be authorized to issue an award letter to the successful Contractor which will include requirements for the Contractor to submit the required contract documentation (ie: bonds, insurance, etc.) and prepare the related contracts for signing by both parties.

We hope you find this report acceptable, although, please do not hesitate to call should you have any questions regarding the contents of this Tender Report.

Yours very truly,
AECOM Canada Ltd.



Darrell Maahs, C. Tech.
Project Manager

DRM:nm

Encl.

DM:nm
Encl.

Summary of Tender Prices

Date: May 13, 2015

Description of Works	Engineer's Estimate Total Price	1) Palmer Construction Group Inc. Total Price	2) Avery Construction Limited Total Price	3) Ellwood Robinson Limited Total Price
PART 'A' - ROADWORKS - >>	\$1,128,079.60	\$1,198,797.23	\$1,478,459.25	\$1,240,186.50
PART `B' - STORM SEWERS - >>	\$293,550.00	\$332,473.00	\$421,474.63	\$487,866.05
PART `C' - SANITARY SEWERS - >>	\$245,140.00	\$289,325.00	\$284,615.00	\$339,826.70
PART `D' - WATERWORKS - >>	\$515,800.00	\$926,755.00	\$695,581.47	\$860,309.65
PART `E' - ELECTRICAL ITEMS - >>	\$80,900.00	\$81,033.00	\$90,431.15	\$69,497.00
PART `F' - STREETScape ITEMS - >>	\$101,050.00	\$296,651.00	\$285,753.45	\$329,704.35
PART `G' - PROVISIONAL ITEMS - >>	\$121,450.00	\$168,743.00	\$162,396.70	\$142,425.00
TOTAL TENDER PRICE (Excl. HST)	\$2,485,969.60	\$3,293,777.23	\$3,418,711.65	\$3,469,815.25
TOTAL TENDER VALUE (Incl. 13% HST)	\$2,809,145.65	\$3,721,968.27	\$3,863,144.16	\$3,920,891.23

SUMMARY OF TENDER SUBMISSIONS

Tender Closing: May 13, 2015

CONTRACTORS	1. Palmer Construction Group Inc. Sault Ste. Marie, ON	3. Avery Construction Limited Sault Ste. Marie, ON	2. Ellwood Robinson Limited Sault Ste. Marie, ON
ITEMS			
Total Tender Value (Submitted)	\$3,721,968.27	\$3,863,144.16	\$3,920,891.23
Total Tender Value (Corrected)	same	same	same
Addendum's Acknowledged	1	1	1
Tender Deposit	\$100,000.00 Certified Cheque	\$100,000.00 Certified Cheque	\$100,000.00 Certified Cheque
Agreement to Bond	Enclosed	Enclosed	Enclosed
Statements 'A' to 'D'	Enclosed	Enclosed	Enclosed
Statement 'E' - Alternatives	none provided	none provided	none provided
Statement of Canadian Content	Enclosed	Enclosed	Enclosed
Tenders Signed	Signed, Sealed and Witnessed	Signed and Witnessed (Not Sealed)	Signed, Sealed and Witnessed
Subcontractors	Piping - Own Forces Conc. Pressure Pipe Tap - Pipeline Repair Services Roadwork - Own Forces Concrete Curbs/Sidewalk - Own Forces Asphalt Paving - Own Forces Landscaping - Own Forces Electrical - Double S	Piping - Own Forces Conc. Pressure Pipe Tap - Pipeline Repair Services Roadwork - Own Forces Concrete Curbs/Sidewalk - Robinson Asphalt Paving - Robinson Landscaping - Tranberg Electrical - Northern Fencing	Piping - Avery Construction Conc. Pressure Pipe Tap - Pipeline Repair Services Roadwork - Avery Construction Concrete Curbs/Sidewalk - Own Forces Asphalt Paving - Own Forces Landscaping - Tranberg Electrical - Double S
Bids Complete	Complete	Complete	Complete



COUNCIL REPORT

May 25, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jerry Dolcetti, RPP, Commissioner

DEPARTMENT: Engineering and Planning Department

RE: Port of Algoma – Agreement for Consulting Services

PURPOSE

The purpose of this report is to ask Council to approve the agreement between the City, KPMG LLP and AECOM Canada Ltd. for Master Consultant services regarding the Port of Algoma project.

BACKGROUND

On March 9, 2015 a Letter of Engagement was approved by Council that would allow the consultant to begin their assignment while the formal agreement was being prepared. Council was then asked to extend the Letter of Engagement at the meeting of May 11, 2015 as there were outstanding details of the agreement that required clarification.

ANALYSIS

A careful review of the agreement was undertaken by all relevant parties including the City's Legal Department, the Master Consultant, the Port of Algoma Project Management Team and Essar Steel Algoma. The agreement has now been finalized for execution.

IMPACT

All funding contributions for this project have previously been approved by Council.

STRATEGIC PLAN

This report is directly linked to Developing Solid Infrastructure and the Transportation Network Improvements strategic direction.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Commissioner of Engineering dated 2015 05 25 be received and further, that Bylaw 2015-105 authorizing execution of the agreement between the City, KPMG LLP and AECOM Canada Ltd. for Master Consultant services regarding the Port of Algoma project, be approved.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'J. Dolcetti', with a stylized flourish extending to the right.

Jerry Dolcetti, RPP
Commissioner



COUNCIL REPORT

May 25, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nuala Kenny

DEPARTMENT: Legal Department

RE: Agreement with Electrical Safety Authority Continuous Safety Services Program

PURPOSE

The purpose of this report is to recommend to City Council that they authorize a revised Agreement between the City and the Electrical Safety Authority (ESA) for the Continuous Safety Services Program (CSS).

BACKGROUND

On March 9, 2015 by By-law 2015-99 City Council authorized the execution of the Continuous Safety Services Program Agreement with the ESA. The Agreement was for a one year period from April 1, 2015 to March 31, 2016. The fee was Twenty-Seven Thousand Nine Hundred and Seventy (\$27,970.00) Dollars plus HST. Subsequently, the Health and Safety Coordinator met with a client services specialist from the Electrical Safety Authority. A revised agreement was reached for a three year period from April 1, 2015 to March 31, 2018. The annual fee would remain the same at Twenty-Seven Thousand Nine Hundred and Seventy (\$27,970.00) Dollars plus HST. However, the previous agreement allowed that at the end of the one year period the fee would increase by 3%. The revised agreement allows for a 3% increase in the fee at the end of the three year period. By having an agreement for a three year period the City would save the 3% annual increase.

ATTACHMENT

A copy of the revised Application to the Continuous Safety Services Program is attached hereto.

ANALYSIS

Not applicable.

IMPACT

The new agreement represents a cost savings to the City.

On Schedule “A” of the Agreement attached to By-law 2015-99 the annual fee is set out. The Application also attaches Schedule “B” Facilities, Schedule “C” Special Provisions and Schedule “D” Service Details.

STRATEGIC PLAN

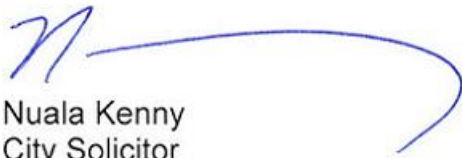
Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2015-99 authorizing the execution of the Agreement appears elsewhere on the Agenda and is recommended for your approval.

Respectfully submitted,



Nuala Kenny
City Solicitor
NK/da

Attachment



Application to the Continuous Safety Services Program

The Electrical Safety Authority ("ESA") operates as a delegated authority on behalf of the provincial government in accordance with Part VIII, section 113 of the *Electricity Act, 1998*, S.O. 1998, c.15, Sched.A, and the *Safety and Consumer Statutes Administration Act, 1996*, S.O. 1996, c.19. As part of its mandate, the ESA is responsible for inspecting electrical work performed in accordance with the Ontario Electrical Safety Code (the "Code"). Under Rule 2-006 of the Code, periodic inspection by the ESA is permitted and available to businesses that qualify to participate in the Continuous Safety Services Program ("CSS") program.

Code Rule 2-006 Periodic Inspection

- (1) An application for inspection may be made by the owner, owner's agent or occupant of any manufacturing, mercantile, or other building where electrical installation work of a routine nature in connection with the maintenance or operation of the building or the plant therein is required to be performed at frequent intervals.
- (2) Acceptance of the application by the inspection department shall authorize the commencement and carrying out of such work during the period for which the acceptance is issued and Rule 2-004 does not apply.
- (3) Upon request, an inspection shall be made at such time and in such manner as the inspection department determines.

By submitting a completed application to the ESA you acknowledge that you have read and understand the requirements of participation in the CSS program and agree to the Terms and Conditions as outlined at
<http://www.esasafe.com/assets/files/esasafe/pdf/CSS/CSS-Terms-and-Conditions-REV-June.14.pdf>

The scope of work covered by the CSS program is explained at
http://www.esasafe.com/assets/files/esasafe/pdf/CSS/1412_CSS_Scope_of_Work.pdf

Applicant / Billing Information			
Company (Legal) Name:	City of Sault Ste Marie		City: Sault Ste Marie
Address:	99 Foster Drive	P.O. Box:	Postal Code: P6A 5N1
Contact Person:	Orsalina Naccarato	Title:	Admin Assisstant to the City Solicitor
Phone:	705 759 5401	Fax:	E-mail: o.naccarato@cityssm.on.ca
The inspector should contact the following person to arrange for the inspections:			
Name:	Aldo Iacoe	Phone:	705 759 5367
		Email:	a.iacoe@citysmm.on.ca

The Applicant acknowledges that ESA has the right to terminate their membership in the CSS program for any reason by providing 30 days written notice to the Applicant. The ESA acknowledges that the Applicant has the right to terminate their membership in the CSS program for any reason by providing 30 days written notice to the ESA.

Signature: PER: _____ Date: May 25, 2015
Mayor Christian Provenzano

Schedule A -- Fee Schedule

PER: _____
City Clerk Malcolm White

WE HAVE THE AUTHORITY
TO BIND THE
CORPORATION

The Applicant agrees to pay the following fee to ESA for the period as specified:

\$27,970.00 plus HST paid annually for the period beginning April 1 2015 and ending March 31 2018, to be invoiced Quarterly in Advance.

At the end of the term as defined above, the fee will increase by 3%.



Application to the Continuous Safety Services Program

Schedule B – Facilities

The following facilities are covered by the CSS Program:

City of Sault Ste Marie

Total # of Sites:	70	Total # of Visits:	100
-------------------	----	--------------------	-----

Site Information

Site Name	Street Address	City	Postal Code	Inspector Contact	Phone	Email Address	# of Visits
City of Sault Ste Marie	99 Fosters Drive	Sault Ste Marie	P6A 5N1		705 759 5401		
CIVIC CENTRE	99 FOSTER DR	SAULT STE MARIE					4
INDUSTRIAL PARK COURT B PUMP STATION	95B INDUSTRIAL PARK NEXT TO 65 IND COURT	SAULT STE MARIE					1
PG MANZO POOL	710 YOUNG ST	SAULT STE MARIE					1
VE GRECO POOL	269 ALBERT ST E	SAULT STE MARIE					1
JOHN RHODES ARENA AND POOL	260 280 ELIZABETH ST	SAULT STE MARIE					2
MCMEEKIN ARENA	616 GOULAIS AVE	SAULT STE MARIE					2
SENIOR CITIZENS CENTRE	619 BAY STREET	SAULT STE MARIE					1
GREENHOUSES POTTING BLDG BELL PK	45 LAKE ST	SAULT STE MARIE					1
HURON ST PUMP STATION	99 101 HURON ST	SAULT STE					1



Application to the Continuous Safety Services Program

ESSAR CENTRE	269 QUEEN ST E	MARIE					
ROSSMORE RD PARK WAS ELLIOT PK	110 ROSSMORE RD	SAULT STE MARIE					2
TRANSIT CENTRE	111 HURON ST	SAULT STE MARIE					2
GLASGOW AVENUE PUMP STATION	GLASGOW AV	SAULT STE MARIE					1
FIRE HALL NO 3	100 BENNETT BLVD	SAULT STE MARIE					1
MAIN LIBRARY	50 EAST ST	SAULT STE MARIE					2
FARMERS MARKET	35 CANAL DR	SAULT STE MARIE					1
MARY ST PUMP STATION	31 MARY ST	SAULT STE MARIE					1
TALLACK BLVD PUMP STATION	1 TALLACK BLVD AND WEST PERTH BAY	SAULT STE MARIE					1
VARSIY AV PUMP STATION	VARSIY AV	SAULT STE MARIE					1
CHURCHILL PLAZA LIBRARY	301 LAKE ST	SAULT STE MARIE					1
STORAGE AND REPAIR GARAGE AND EMS	65 OLD GARDEN RIVER RD	SAULT STE MARIE					2
HOUSEHOLD WASTE DEPOT	128 SACKVILLE ROAD	SAULT STE MARIE					1
OFFICE BUILDING	540 ALBERT ST E	SAULT STE MARIE					2
OFFICE REC STORAGE	316 ELIZABETH ST	SAULT STE MARIE					1
MAUSOLEUM AND ROTUNDA HOLY SEP CEMETERY	28 FOURTH LN E	SAULT STE MARIE					1



Application to the Continuous Safety Services Program

PINE ST MARINA FUEL PUMPS AND	20 PINE STREET	SAULT STE MARIE				2
LOCK TOURS CANADA BUILDING	95 FOSTER DRIVE	SAULT STE MARIE				1
MILL WOOD PUMP STATION	19 MILL WOOD	SAULT STE MARIE				1
LANDFILL SITE OFFICE SCALE GARAGE	402 FIFTH LN E	SAULT STE MARIE				2
FIRE HALL NO 2	363 SECOND LINE WEST	SAULT STE MARIE				1
MUSEUM	690 QUEEN ST E	SAULT STE MARIE				2
ERMATINGER STONE HOUSE AND OTHER	831 QUEEN ST E	SAULT STE MARIE				1
MURIEL ST PUMP STATION	3 MURIEL ST	SAULT STE MARIE				1
MACGREGOR AV PUMP STATION	5 MACGREGOR AV	SAULT STE MARIE				1
LOWER LAKE PUMP STATION	25 LAKE ST	SAULT STE MARIE				1
K 9 OBEDIENCE SCHOOL	76 FOURTH LINE W	SAULT STE MARIE				1
PARKING LOTS CITY SSM VARIOUS LOCATIONS	99 FOSTER DR	SAULT STE MARIE				1
WELCOME SIGN SSM	HWY 17 E AT CITY LIMITS	SAULT STE MARIE				1
ROBERTA BONDAR PUMP STATION	65 FOSTER DR	SAULT STE MARIE				1
BOARD WALK LIGHTING AND DIST	ST MARYS RIVER DRIVE	SAULT STE MARIE				1
FORT CREEK DR PUMP STATION	39 FORT CREEK DR	SAULT STE MARIE				1
MAYCOURT CENTRE	13 SALISBURY ST	SAULT STE MARIE				1



For more information please contact us at 1-877-854-0079
FORM 1410(06/14)



Application to the Continuous Safety Services Program

NORTHERN COMMUNITY CENTRE	556 GOULAIS AVE	SAULT STE MARIE				2
5TH LINE LANDILL PUMP STATION	402 5 LINE E RR5	SAULT STE MARIE				1
OVERFLOW STATIONS	VARIOUS LOCATIONS	SAULT STE MARIE				1
BONNEY ST PUMP STATION	765 BONNEY ST	SAULT STE MARIE				1
JESSE IRVING CENTRE	84 RUTH ST	SAULT STE MARIE				1
CITY WORKS CENTRE EQUIP STORAGE	128 SACKVILLE RD	SAULT STE MARIE				4
POINTE DES CHENES PARK AND BUILDINGS	57 POINTE DES CHENES CR	SAULT STE MARIE				2
SERVICE BLDG AND TENT	65 FOSTER DRIVE	SAULT STE MARIE				2
STRUCT BONDAR PAV	580 SECOND LINE EAST	SAULT STE MARIE				2
POLICE HEADQUARTERS AND STORAGE BLDG	665 FRONTENAC ST	SAULT STE MARIE				1
FRONTENAC PUMP STATION	36 124 QUEEN ST W	SAULT STE MARIE				2
ESPOSITO PARK RINK AND CHANGEHOUSE	20 PINE STREET	SAULT STE MARIE				1
PINE ST MARINA DOCKS						



Application to the Continuous Safety Services Program

Schedule C - Special Provisions

The following services are included in the CSS Program:

- 1 ESA will conduct an initial facility review.
- 2 ESA will occasionally conduct facility reviews during scheduled visits.
- 3 ESA will provide access to use the on-line logbook system (CSSL).
- 4 ESA will provide the training workshops itemized in Schedule D.

Disclaimer:

The Electrical Safety Authority (ESA) makes no representations, warranties, or conditions of any kind, express or implied, including, without limitation, implied warranties or conditions as to the work performed under Schedule C – Special Provisions. In no event shall ESA, its employees, directors, or officers, be liable for any damages caused in connection with any work done, or any direct, indirect or incidental damages, injury, loss, costs or expenses, including but not limited to, special or consequential damages, lost revenue, business interruption, or any other commercial or economic loss, howsoever caused, irrespective of whether ESA is advised of the possibility of such damages, injury, loss, cost or expense.

Schedule D - Service Details

Total # of Sites: 70

Total # of Visits: 104

Training Workshops (if applicable)

1. Customer to Select 3 Half Day Workshops

2.

3.

Code Book and Bulletin Shipping Information (if applicable)

Logbook Type*: On Line

Bulletin Type*: CD

Code Book Type*: Hardcopy

Logbook Qty: _____

Bulletin Qty: 1

Code Book Qty: 1

*Media options for Code Books and Bulletins are: 1. Paper Copy 2. CD Version 3. Online (Web based) version – license

**Media options for Logbooks are: 1. Paper Copy 2. Online (Web based) version

Contact

Name: _____

Title: _____

Address: _____

P. O. Box: _____

City: _____

Postal Code: _____

Fax #: _____

Phone: _____

E-mail: _____



COUNCIL REPORT

May 25, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Deeming By-law Request Carrick Park Subdivision – Lots 332 to 334, Plan 19938 (Habitat for Humanity)

PURPOSE

The purpose of this report is to bring to Council a request received from the owner of Lots 332 to 334, Plan 19938, Carrick Park Subdivision.

BACKGROUND

The owner of Lots 332 to 334, Plan 19938, Carrick Park Subdivision has requested that the City pass a deeming by-law under Section 50(4) of the *Planning Act* for Lots 332 to 334, Plan 19938, Carrick Park Subdivision. The effect of the Deeming By-law, once it is registered on title, would be that this property would be treated as one block of land and could no longer be sold as individual lots without the by-law being repealed or by a Committee of Adjustment severance approval.

The owner would like to construct a single family semi-detached (2 units) on this property and once completed convey independent ownership of each unit through an application for consent. The request to pass a Deeming By-law for these lots was circulated to Planning, Building, Engineering and the Committee of Adjustment. There were no objections. The Committee of Adjustment commented that it is necessary to proceed with a building permit and future consent.

I have attached a copy of a portion of Map 26 which shows the property as "Subject Property".

ANALYSIS

Not applicable.

IMPACT

Not applicable.

Report to Council – Deeming By-law Request Carrick Park Subdivision
Lots 332 to 334, Plan 19938
2015 05 25
Page 2.

STRATEGIC PLAN

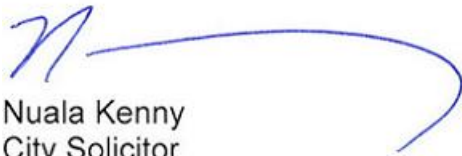
Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that By-law 2015-103 which has the effect of deeming lots 332 to 334, Plan 19938, Carrick Park Subdivision as not being part of a plan of subdivision be recommended for approval. By-law 2015-103 appears elsewhere on the agenda.

Respectfully submitted,



Nuala Kenny
City Solicitor

NK/da

LEGAL\STAFF\COUNCIL REPORTS\2015\DEEMING BY-LAW REQUEST CARRICK PARK SUBDIVISION LOTS 332 TO 334, PLAN 19938 (HABITAT FOR HUMANITY).DOCX

[illegible]



COUNCIL REPORT

May 25, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor

DEPARTMENT: Legal Department

RE: Deeming By-law Request Sunnyside Beach Subdivision –
Lots 6 and 7, Plan 1M550 Parke

PURPOSE

The purpose of this report is to bring to Council a request received from the owner of Lots 6 and 7, Plan 1M550 Parke, Sunnyside Beach Subdivision.

BACKGROUND

The owner of Lots 6 and 7, Plan 1M550 Parke, Sunnyside Beach Subdivision has requested that the City pass a deeming by-law under Section 50(4) of the *Planning Act* for Lots 6 and 7, Plan 1M550 Parke, Sunnyside Beach Subdivision. The effect of the Deeming By-law, once it is registered on title, would be that this property would be treated as one block of land and could no longer be sold as individual lots without the by-law being repealed or by a Committee of Adjustment severance approval.

The request for the deeming by-law was made in an effort to regularize existing building/zoning non-compliance, and to ensure that present and future building permit applications can be dealt with.

I have attached a portion of Map 518 showing the property as “Subject Property”. The Deeming By-law would be registered on the Subject Property once the owner has provided a copy of the registered Application to Consolidate the Parcels.

ANALYSIS

The request was circulated to the City’s Planning, Building and Engineering Departments. The City Engineering Department recommended that the merged lot remain subject to the Subdivision Agreement. There were no objections.

IMPACT

Not applicable.

STRATEGIC PLAN

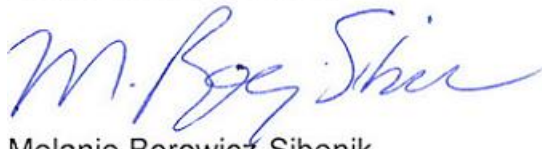
Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

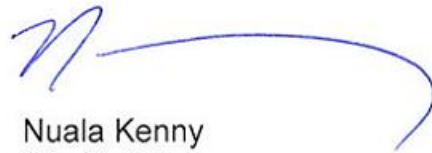
Resolved that By-law 2015-104 which has the effect of deeming Lots 6 and 7, Plan 1M550 Parke, Sunnyside Beach Subdivision as not being part of a plan of subdivision be recommended for approval, with the condition that the owner of the Subject Property provide the City with a copy of the registered Application to Consolidate the Parcels for the Subject Property. By-law 2015-104 appears elsewhere on the agenda.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor

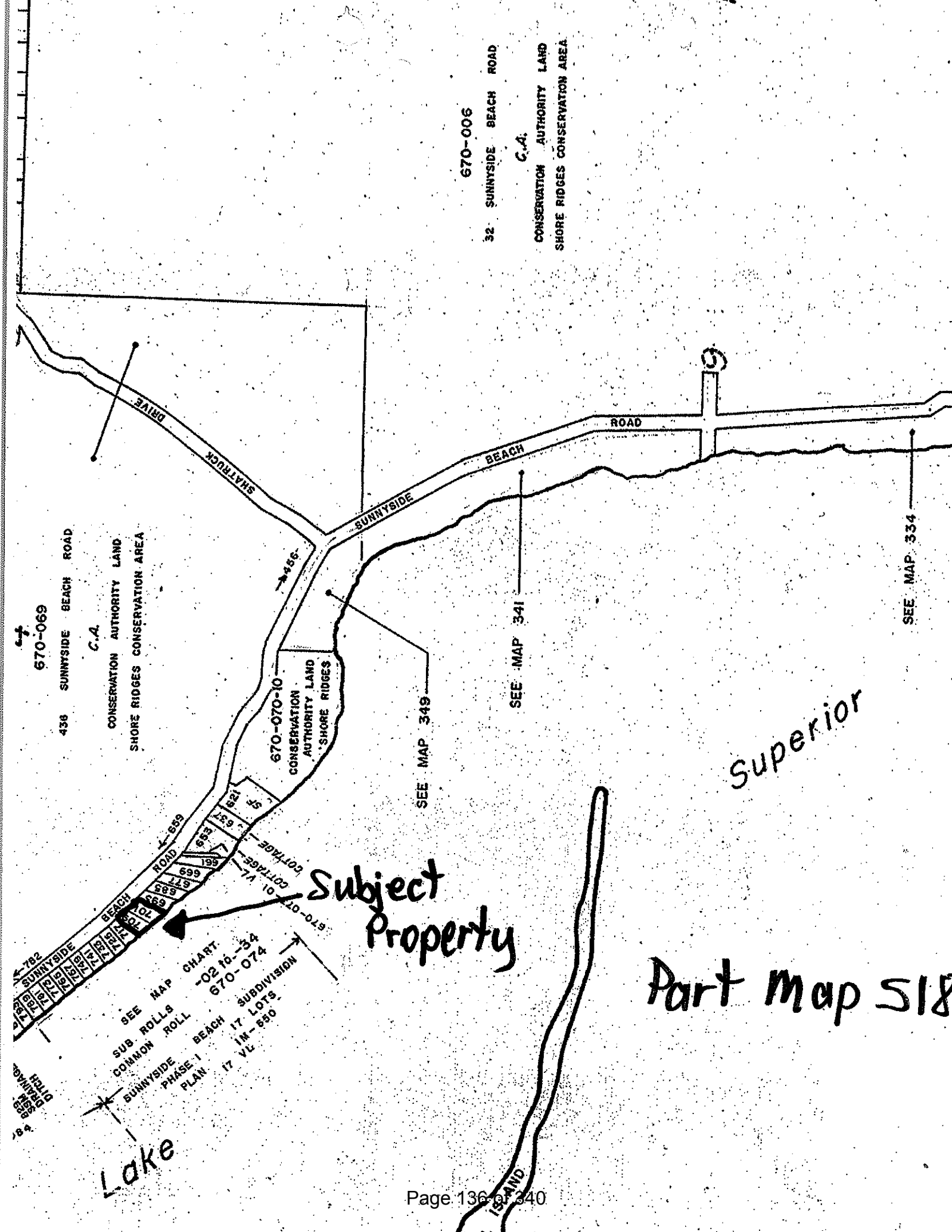
Recommended for approval,



Nuala Kenny
City Solicitor

MBS/wl

LEGAL\STAFF\COUNCIL REPORTS\2015\DEEMING BY-LAW REQUEST SUNNYSIDE BEACH SUBDIVISION.DOCX



670-006

32 SUNNYSIDE BEACH ROAD

C.A.

CONSERVATION AUTHORITY LAND
SHORE RIDGES CONSERVATION AREA

670-069

438 SUNNYSIDE BEACH ROAD

C.A.

CONSERVATION AUTHORITY LAND
SHORE RIDGES CONSERVATION AREA

670-070-10

CONSERVATION AUTHORITY LAND
SHORE RIDGES

SEE MAP 349

SEE MAP 341

SEE MAP 334

Superior

Subject Property

Part map 518

Lake



COUNCIL REPORT

May 25, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Susan Hamilton Beach, P. Eng., Deputy Commissioner
DEPARTMENT: Public Works and Transportation Department
RE: 2015 Ditching Program

PURPOSE

The purpose of this report is to inform Council of the proposed 2015 Ditching Program.

BACKGROUND

Each year the ditching program is reported to Council, for their information. This year it is proposed that the program include the re-ditching of approximately 16,670 metres of ditches to improve drainage along municipal roadways. Attached is the listing of the 2015 locations. The program represents approximately 3.71% of the total 512,000 meters of ditches maintained by the City. The budget for this program is \$177,431.

ANALYSIS

Typically, each year the program has been compiled from requests from Councillors, residents and staff. Budgetary constraints allow for a limited amount of work to be undertaken each year. It is necessary to prioritize the requests and normally not all requests can be accommodated. Prioritization of the list considers flooding issues as a much higher priority than cosmetic concerns. Some of the ditching requests may not be included on the final list due to physical constraints (lack of grade) in an area. The solution may require that a storm sewer be installed to address the drainage issues.

It is proposed that the ditching program commence May of this year with a completion date in October 2015.

IMPACT

The proposed program maximizes the assigned operational budget for ditching.

STRATEGIC PLAN

The ditching program is not linked to any activity of the Corporate Strategic Plan.

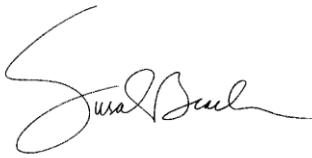
RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2015 05 25 regarding the annual ditching program be received as information.

Respectfully submitted,

Recommended for approval



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

Larry Girardi
Commissioner, PWT

Attach.

2015 DITCHING PROGRAM

STREET	FROM	TO	METERS	NOTES
DES CHENES DRIVE	Des Chenes crecent	PARK	1000	south side
POINT DES CHENES	PARK	NOKOMIS	100	east side
ALAGASH DR.	POLE 15396	CIVIC 152	225	south side
ALAGASH DR.	221	WESTERLY	440	north side
PARKWOOD DR.	64	CROSS CULVERT @28	500	north side
PARKWOOD DR.	73	CROSS CULVERT @28	500	south side
SUNNYSIDE BEACH RD.	825	OFFTAKE DITCH	90	between 825 & 833 to lake
SUNNYSIDE BEACH RD.	325	SHATRUCK	500	north side
TOWN LINE	656	714	240	east side
TOWN LINE	400	322	320	east side
SECOND LINE W	2235	2187	220	south side
SECOND LINE W	2140	2108	100	north side
BASE LINE	1463	1363	300	south side
BASE LINE	1110	1060	250	north side
LEIGHS BAY RD.	1265	THIRD LINE	350	west side
LEIGHS BAY RD.	1440	NORTHERLY	200	east side
THIRD LINE W	1695	OFFTAKE DITCH	400	along east proprty line
THIRD LINE W	1695	WESTERLY	80	south side
THIRD LINE W	1660	1576	450	north side
SECOND LINE W	1343	1361	150	south side
ANDERSON RD	50	SECOND LINE WEST	150	east side
MAKI RD.	98	THIRD LINE	320	east side
MAKI RD.	1348		600	north side
PINTO DR.	103	104	100	at dead end to offtake ditch
PALOMINO DR.	10	16	50	north side
PALOMINO DR.	81	105	500	both sides
PALOMINO DR.	140	APPALOOSA	250	east side
THIRD LINE W	1112	1190	240	north side
WALLACE TERR @ ALLENS	ALLENS SIDE RD	BROOKFIELD	600	both sides
ADMIRAL DR.	RUSHMERE	ASCOT	220	
ALDEN RD.	ATWATER	ALDEN	200	west side

2015 DITCHING PROGRAM

ST BASILS DR.		43	dead end		20	south side
WRIGHT ST.		18	26		50	at dead end
GOULAIS AVE.	FOURTH LINE		McQUEEN RD.		290	west side
GOULAIS AVE.		892	THIRD LINE		350	east side
EAST BALFOUR ST.		321	309		180	south side
LAMMING AVE		28	KORAH RD.		200	both sides
ARONSON DR.		16	dead end		300	both sides
KENT CR.	PEOPLES RD.		CIVIC 20		300	both sides
ROSSMORE RD	PARK				200	
EVERETT ST.	PEOPLES RD.		DEAD END		200	north side
CARLTON AVE.	SHOURBOURNE		ADELAIDE		100	south side
FOURTH LINE EAST	PEOPLES		EASTERLY		220	north side
OLD GOULAIS BAY RD.		160	THIRD LINE		600	east side
OLD GOULAIS BAY RD.	FOURTH LINE		CIVIC 275		400	west side
POWLEY RD.		47	OLD HWY. 17		160	east side
GLENGARY GATE		61	109		300	west side
OLD GARDEN RIVER RD.		277	285		50	east side
SACKVILLE RD.		80	128		115	east side
WHITE OAK DR		105	SACKVILLE		75	at rear
ORYME AV.	ELMWOOD		CIVIC 16		190	north side
BIRCH ST.		122	130		40	east side
KOPRASH CRT.		32	LaRONDE		125	south side
WIRELESS AV.		17	LAKE		75	north side
ONTARIO AV.	PINE		UPTON		450	north side
FERGUSON AV.		59			100	at rear
MANITOU DR	McNABB		ANNA		250	east side
MANITOU DR.		65			300	off greene st. d/e
ADELINE AVE	FRONTENAC		VERA		230	east side
SUTTON PL.		107	181		320	west / north side
SUTTON PL.		35	47		55	south side
DELL AVE		76	94		70	south side
CELENE CRT.		61	GLENWOOD		70	north side
CELENE CRT.	CHAMBERS		CIVIC 45		150	west/north side
QUEEN ST. EAST		3835	ROYAL YORK		140	south side

2015 DITCHING PROGRAM

QUEEN ST. E		FALDIEN		PINEWOOD SCHOOL		150	north side
FRONENAC ST.						200	both sides of tracks
					TOTAL	16670	



COUNCIL REPORT

May 25, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Susan Hamilton Beach, P. Eng.

DEPARTMENT: Public Works and Transportation Department

RE: Sault Freecycle Initiative – Waste Diversion

PURPOSE

The purpose of this report is to inform Council of a public initiative called Sault Freecycle that is to be held on Saturday, May 30, 2015. Attached is a copy of the poster announcing the event and where more information may be found.

BACKGROUND

Similar events were organized since 2012 with Council and staff support. Sault Freecycle is a waste diversion effort that involves residents placing material at the curb for the day of the event and allowing others in the community to take, free-of-charge, their trash and turn it into their treasure. Anita Beckett is organizing this year's event once again, with the hopes that many residents throughout the City will kick their "unwanted items to the curb" with a clearly marked "FREE" sign. If items remain unwanted by 9:00pm that day, it is the resident's responsibility to remove the items from the curb. It is encouraged that uncollected items be donated to the charity of your choice. The Public Works and Transportation Department is in support of the event as these items would otherwise make their way into the landfill site. Diversion and reuse of the material is always encouraged.

ANALYSIS

The event works to extend the life of the landfill which is critical. Public events such as Freecycle are encouraged and any increased public education of the 3R's (Reduce, Reuse, Recycle) activities is always welcome.

IMPACT

This event has no financial impact and does not affect staffing and makes a positive impact on the environment.

STRATEGIC PLAN

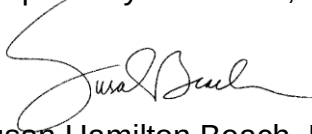
This report does not link specifically to any activity in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

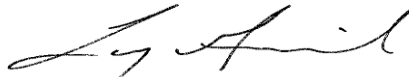
That the report of the Deputy Commissioner concerning Sault Freecycle be received as information and furthermore that the event be supported by Council and staff.

Respectfully submitted,



Susan Hamilton Beach, P. Eng.
Deputy Commissioner

Recommended for approval



Larry Girard
Commissioner



Sault Freecycle

Saturday, May 30, 2015



Place unwanted items at the curb and mark them clearly with a "FREE" sign or sticker.



Ensure anything you want to keep is well away from your give-away items



Remove uncollected items from the curb by 9p.m. on May 30th. They can be donated to a local charity. See the FB page for a list of charities.



Use the hashtag #saultfreecycle to advertise your items & post them on the Facebook page or on Twitter.

One man's
trash is
another
man's
Treasure



saultfreecycle@gmail.com



www.facebook.com/saultfreecycle



@saultfreecycle



COUNCIL REPORT

May 25, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeff Barban, Manager of Housing Programs

DEPARTMENT: Social Services Department

RE: Homelessness Partnering Strategy Funding

PURPOSE

To approve the Homelessness Partnering Strategy (HPS) contracts, as per the recommendations of the Sault Ste. Marie Social Development Council (SDC).

BACKGROUND

The City of Sault Ste. Marie's Social Services Department has been the Community Entity for the federal Homelessness Initiative since 2002. The department holds the responsibility of accessing and administering federal funding; aiding in the development, implementation and support of services and programs for the homeless or those at risk of homelessness. The SDC is made up of twenty-eight stakeholders who serve as the Community Advisory Board for services to be delivered in accordance with the two (2) strategic directions identified in the Homelessness Partnering Strategy Community Plan for 2014-2019.

On March 5, 2015, council approved the Social Services Department to continue in its role as the "community entity" under the Homelessness Partnering Strategy (HPS) until March 2019. The Social Services Department will receive \$136,060 annually for each year until March 31, 2020. A call for proposals was issued in March by the Community Advisory Board to address the updated priorities for the fiscal years 2015/2016 and 2016/2017. The Community Advisory Board, established a committee to review, score and recommend HPS funding disbursement to local community agencies.

ANALYSIS

Community Advisory Board has chosen to support two of the strategic directions identified in the District of Sault Ste. Marie Social Service Administration Board's 10 year Housing and Homelessness Plan. The Community Advisory Board supports using HPS funding to:

1. Foster the development of an integrated system of housing and homelessness services.
2. Develop solutions to prevent homelessness.

After review and scoring all proposals received, the following four agencies are recommended to be awarded contract for up to two years.

1. United Way- to provide one (1) qualified full time Community Housing Support Worker in the amount of \$51,003.00 annually.
2. John Howard Society of Sault Ste. Marie and District for one (1) qualified full time Shelter Coordinator/Transitional Case Manager in the amount of \$51,200.00 annually.
3. Pauline's Place Youth, Women and Family Shelter to provide Transitional Services and/or Supports in the amount of \$10,000.00 annually.
4. Vincent Place Men's Shelter in the amount of \$10,000.00 annually.

IMPACT

There is no impact on the city budget as this is 100% federal funding.

STRATEGIC PLAN

Not applicable

RECOMMENDATION

It is therefore recommended that Council take the following action:

Approve the funding allocations in accordance with the recommendations of the Social Services Department and the Community Advisory Board.

Respectfully submitted,

Recommended for approval



Jeff Barban
Housing Programs Manager

Mike Nadeau
Commissioner of Social Services



COUNCIL REPORT

May 25, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Supervisor Community Services

DEPARTMENT: Community Services Department

RE: Pan Am and Parapan Am Torch Relay Community Fund Grant Program

PURPOSE

The purpose of this report is to seek Council's approval to apply for funding to assist in the Pan Am Torch Relay Community Event that is taking place at the Roberta Bondar Pavilion on June 1, 2015.

BACKGROUND

The Pan Am Games Torch Relay is a 41 day journey that shares the Pan Am spirit in more than 130 communities. Deeply rooted in history and tradition, the Pan Am flame was lit in a traditional ceremony in Teotihuacan, Mexico before it traveled to Canada. The torch relay will start in Canada on May 30th and is expected to arrive in Sault Ste. Marie on June 1st.

A public event, hosted by the City, at the Roberta Bondar Pavilion is scheduled for June 1st from 5:00 – 8:00 p.m. The local organizing committee along with the TO2015 program staff will have numerous events and activities during this time. A complete list of events will be advertised in the upcoming days.

ANALYSIS

The Grants Ontario Torch Relay Community Grant Program is providing financial support to municipalities taking part in the Pan Am and Parapan Am Torch Relay Community Event.

Sault Ste. Marie is hosting a Pan Am Games Torch Relay Community Event. The Parapan Am Games Torch Relay will consist of two separate Parapan Am flames lit in special ceremonies on August 3rd – one in Ottawa and the other in Niagara Falls.

The grant would be used to purchase event supplies including tables and stanchions.

IMPACT

The terms of the grant state that the applicant must provide 25% (\$1,875) of the requested funds (\$7,500). The City's share of the funds (\$1,875) would come from the existing operating expense budget at Roberta Bondar Park. The total amount of funds is \$9,375 (\$7,500 + \$1,875).

STRATEGIC PLAN

This matter is not specifically addressed in the Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Supervisor Community Services concerning the Pan Am and Parapan Am Torch Relay Community Fund Grant Program be accepted and the recommendation that staff be authorized to apply to the Grants Ontario Torch Relay Community Grant Program for a grant of \$7,500 be approved.

Respectfully submitted,

Recommended for approval



Virginia McLeod
Supervisor Community Services



Nicholas J. Apostle
Commissioner Community Services



COUNCIL REPORT

May 25, 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 FOR
THE 25TH YEAR CELEBRATION OF REGGIE'S PLACE
TAVERN OF JUNE 5, 2015.

PURPOSE

The purpose of this report is to request Council's approval of a Licence to Occupy City Property Agreement ("Licence Agreement") between the City, and the Downtown Association ("Downtown") and Reggie's Place Tavern O/B 882215 Ontario Inc. ("Reggie's"), collectively referred to as the "Licencees", to permit the programming described below to take place on a portion of Queen Street East on June 5, 2015 for Reggie's 25th Year Celebration.

BACKGROUND

The Licencees contacted the City Legal Department to request permission to hold a Street Party Celebration ("Event") on Queen Street East from Spring Street to Elgin Street ("City Property"). The Event will consist of one (1) Pop-Up Patio, live music and dancing, classic car and motorcycle displays, and activities for children ("Programming"). The Pop-Up Patio will be composed of one (1) tent structure, the size of twenty (20') feet by forty (40') feet. Reggie's will operate the Pop-Up Patio and serve alcohol during the Event.

The set-up for the Event will take place between the hours of 3:30 p.m. and 4:00 p.m. with the Event itself taking place between the hours of 4:00 p.m. and 11:00 p.m. on June 5, 2015. Clean up and removal of the Event from City Property will be complete by 11:30 p.m. on June 5, 2015.

By-law 2015-108 is also on the agenda for Council's consideration, which will authorize the closing to vehicular traffic of Queen Street East from Spring Street to Elgin Street on June 5, 2015 from 3:30 p.m. to 11:30 p.m. for the Event.

ANALYSIS

The Event requires a Licence Agreement for insurance purposes and to confirm the agreement between the parties. The Licence Agreement confirms that the Licencees have permission to set up the Pop-Up Patio and conduct the Programming, at their sole cost, expense and liability at the locations identified in Schedule "A" to the Licence Agreement. The Licence Agreement confirms the times for the Event, including set up and clean-up.

The Licence Agreement further contains indemnification clauses such that the Licencees shall be responsible for any costs, expenses and liabilities that in any way result from the Event. The Licence Agreement requires the Licencees to each maintain insurance. Furthermore, the Licence Agreement contains a provision that permits the City and/or Emergency Personnel to remove any portion or the entirety of the Event, including structures and Programming if, at the sole discretion of the City and/or Emergency Personnel, access to any portion of Queen Street East is required for same. The Licence Agreement further confirms that Reggie's has full responsibility to ensure that it has met the liquor licence requirements to provide and serve alcohol at the Pop-Up Patios. Reggie's has received the AGCO's approval for same.

IMPACT

There is no significant financial impact associated with this matter.

STRATEGIC PLAN

No impact on strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Assistant City Solicitor dated 2015 05 25 concerning the Licence to Occupy City Property Agreement between the City, the Downtown Association and Reggie's Place Tavern O/B 882215 Ontario Inc. regarding the Event of June 5, 2015 be received and the recommendation that Council authorize the execution of the Licence to Occupy City Property Agreement be approved.

By-law 2015-116 authorizing the execution of the Licence to Occupy City Property Agreement appears elsewhere on the agenda and is recommended for approval.

Report to Council – Licence to Occupy City Property Agreement for the 25th Year
Celebration of Reggie's Place Tavern of June 5, 2015

2015 05 25

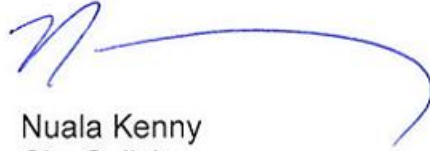
Page 3.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor

Recommended for approval,



Nuala Kenny
City Solicitor



COUNCIL REPORT

May 25, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Tonazzo, MCIP, RPP, Planner

DEPARTMENT: Engineering and Planning Department

RE: A-12-15-Z – 342-346 John Street – Deferral

PURPOSE

The applicant, 1890798 Inc. (c/o Carlo Bumbacco and Jim Brogno) is requesting a deferral to Council's June 22, 2015 meeting.

PROPOSED CHANGE

The applicant is requesting a rezoning from "R3" (Low Density Residential Zone) to "R4" (Medium Density Residential Zone) in order to permit the existing building to be converted to an apartment building consisting of approximately twenty (20) dwelling units.

Subject Property

- Location – The subject property is located on the northeast corner of John Street and St. George's Avenue West, civic no. 342/346 John street.
- Size – The irregularly shaped 'through lot' has approximately 38.5m (126') frontage on John Street, 81m (266') along St. Georges Avenue West, and 38m (124.7') along Bush Street, totalling 0.28ha (0.7acres).
- Present Use – Vacant – Formerly John Wesley United Church
- Owner – 1890798 Ontario. Inc. (c/o Carlo Bumbacco & Jim Brogno).

ANALYSIS

The applicant's original application was to convert the existing building to contain approximately twenty (20) dwelling units. The site plan was submitted and notices were circulated as such. Since filing, the applicants have had designers review the building. It has been determined that the site could accommodate up to 25 self-contained dwelling units, including required parking. Planning Staff, in

consultation with the City Solicitor have determined that increasing the proposed unit count to 'not more than 25' is beyond what was provided to neighbours as part of the formal public notice.

Rather than proceed with the original request, the applicants are in agreement to defer the application to Council's June 22, 2015 meeting. New notices will be provided in accordance with Planning Act requirements, and the applicants will be required to submit a revised site plan.

IMPACT

Postponing this application will not impact municipal finances.

STRATEGIC PLAN

Postponing this application is not directly linked to any specific policies contained within the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the Report of the Planner dated 2015 05 25 be accepted as information, and that Council defer this application until June 22, 2015, with new public notices to be provided.

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)

Peter Tonazzo

Subject:

FW: Proposed conversion of John Wesley Church

From: [REDACTED]

Sent: Monday, May 11, 2015 9:16 AM

To: Peter Tonazzo

Subject: RE: Proposed conversion of John Wesley Church

Thursday, May 7, 2015

Peter Tonazzo

Planner, Planning Division

99 Foster Drive

Sault Ste. Marie, ON

P6A 5X6

Re: Application Number A-12-15-Z (Applicant: 1890798 Ontario Inc.)

Dear Mr. Tonazzo:

Please accept this letter as an objection for the conversion of the former John Wesley United Church into an apartment building. As a long time resident of this neighbourhood, one of the main reasons I live here is for the relative quiet of the area. I have recently been more aware of noise (talking, yelling, tires squawking, engines revving) from the Tim Horton's on the corner of John and St. Georges Avenue, and believe an apartment building would only add to the increasing noise and traffic of our once peaceful neighbourhood. We have a lot of older residents on our street, as well as new young families. I personally chose this area because activity at the church was predictable, and their business ended at a reasonable hour, so noise and vehicles were not a concern as we knew when the church services and their other weekly activities were over.

I live 2 doors down on the same side as the proposed apartments. My kitchen and bedroom windows face the parking lot both on the first and second floors. There have been some instances where the church was rented out on a Saturday night, and the talking, laughing and car doors slamming carries into my home. Am I now to live with my windows closed all year round? An apartment building would open up a whole new set of problems. There will not only be the noise of twenty new resident families with their vehicles, but the additional noise of visitors slamming car doors, smoking/visiting outside and traffic in and out of the parking lot at all hours of the day and night. As the mother of a four year old who goes to bed quite early, I would not be impressed. With increased vehicle traffic on a street that has had major increase since the Tim Horton's

was established, I am also not happy with the speeds people travel down this residential street. I'm sure with an apartment building added to the mix, traffic will increase yet again.

I am already contemplating selling my home, (before any construction even starts) to escape the endless renovation I know will be needed to convert this old building. What about the workers, machinery, hammering, litter and debris this will cause while creating this "approximately" 20 units. I'm sure asbestos kicked up from the renos will be freely floating throughout the air during the hot summer months. I am concerned about my aging water lines. My home was built in 1900. How will my water lines, sewage, etc., hold up to an additional 20 plus families taxing the aging infrastructure in this area?! Who will be held accountable? What about the property value in my neighbourhood? Who will buy my house if I ever do decide to sell, knowing there is a 20 unit or more apartment building 2 doors down from the house?

We have an alley that runs from the church parking lot along the rear of our lots. You would have to be foolish to think there will not be increased foot traffic, litter and noise in and around that area. Will fences be provided to those homes who are open to the alley to minimize these concerns? I would be fine with a business or office building proposal, knowing the hours of operation would dictate a reasonable time for closure and reduction of noise. An "approximately" 20 unit apartment will not be graciously welcomed in a neighbourhood well established as a more quiet, family friendly area. I cannot in good conscience agree with this proposal. The applicant should rethink the plans for this area. I do not believe an apartment building of this magnitude would be easily accepted here.

Since learning of this proposal I have been having a hard time processing this request. I lived in this house as a child, and 8 years ago reclaimed it in hopes of raising my family here. That is how strongly I feel about this neighbourhood. I have wonderful neighbours, it is a beautiful area, and I would be sorely disappointed to say the least if this project were to proceed. If possible, I would like to be informed of any and all decisions in regard to this matter. I am very concerned with this news, and hope an agreeable solution can be reached.

With sincerity and respect,

Melissa Grawbarger & Chad Vresk

357 Bush Street

Sault Ste. Marie, ON

P6C 3H1


Peter Tonazzo

From: JOSEPH BANICK [REDACTED]
Sent: Tuesday, May 12, 2015 3:36 PM
To: Peter Tonazzo
Subject: apartment building 1890798 ontario inc

name; joe banick
360 john st

Application file no;A-12-15-Z
Our concern is traffic flow in this already congested area.

Also a concern is removing a stately picturesque building and replacing with a non descript square or rectangular structure.
Plus a back lane exists and we would like it to remain accessible.

Joe Banick

Angela Speers
367 Bush Street
Sault Ste Marie, ON
P6C 3H1
[REDACTED]

May 14th, 2015-05-14

Peter Tonazzo
99 Foster Drive
Sault Ste Marie, ON
P6A 5X6

RE: Application Number: A-12-15-Z

Dear Mr. Tonazzo,

I am writing you today with concern for the proposed rezoning on John Street, application number A-12-15-Z by applicant: 1890798 Ontario Inc.

I feel this would have a significant, NEGATIVE impact on our neighbourhood. I am concerned with the increased traffic this would cause; the increased load on our sewer systems (this section of Bush Street has not been upgraded); if the building owner builds upwards there will be no privacy in our yards. I am also concerned with where the tenants would park, will they be street parking? How will this impact our property taxes?

As a parent of very young children, I fear for their safety! There are many young children in our neighbourhood and the increased traffic and people are very worrisome. Currently, our street is very quiet and I would love to see it stay that way!

In addition, I would like to be notified of the Council of the City of Sault Ste Marie's decision regarding this application.

Thank you for your time.

Sincerely,

Angela Speers

Peter Tonazzo

From: Richard Ciotti [REDACTED]
Sent: Wednesday, May 06, 2015 11:54 AM
To: Peter Tonazzo
Subject: Application: A-12-15-Z

Hi Peter,.. Hope all is well.

I am writing in regards to the application for rezoning of property located at 342/346 John Street.

I received a notice from the City because of ownership of property across the street from the applicant. (373-375 John Street) I have no problems or worries about this request to rezone from R3 to R4, in order to facilitate the conversion of the church to 20 residential units.

I have the confidence in the Planning Department and Council, regardless of their decision to approve or deny the request.

If there are any changes to the application or recommendations made by City Council to affect further changes, I would appreciate to remain on the mail list for notification.

Thank you and all the best

Richard Ciotti
188 Carlbert Street
705-946-3655

Sent from my iPad



2012 ORTHO PHOTO

342 JOHN STREET

Planning Application: A-12-15-Z



METRIC SCALE
1 : 2000

ROLL NUMBER
040-014-053-00

MAIL LABEL ID
A-12-15-Z

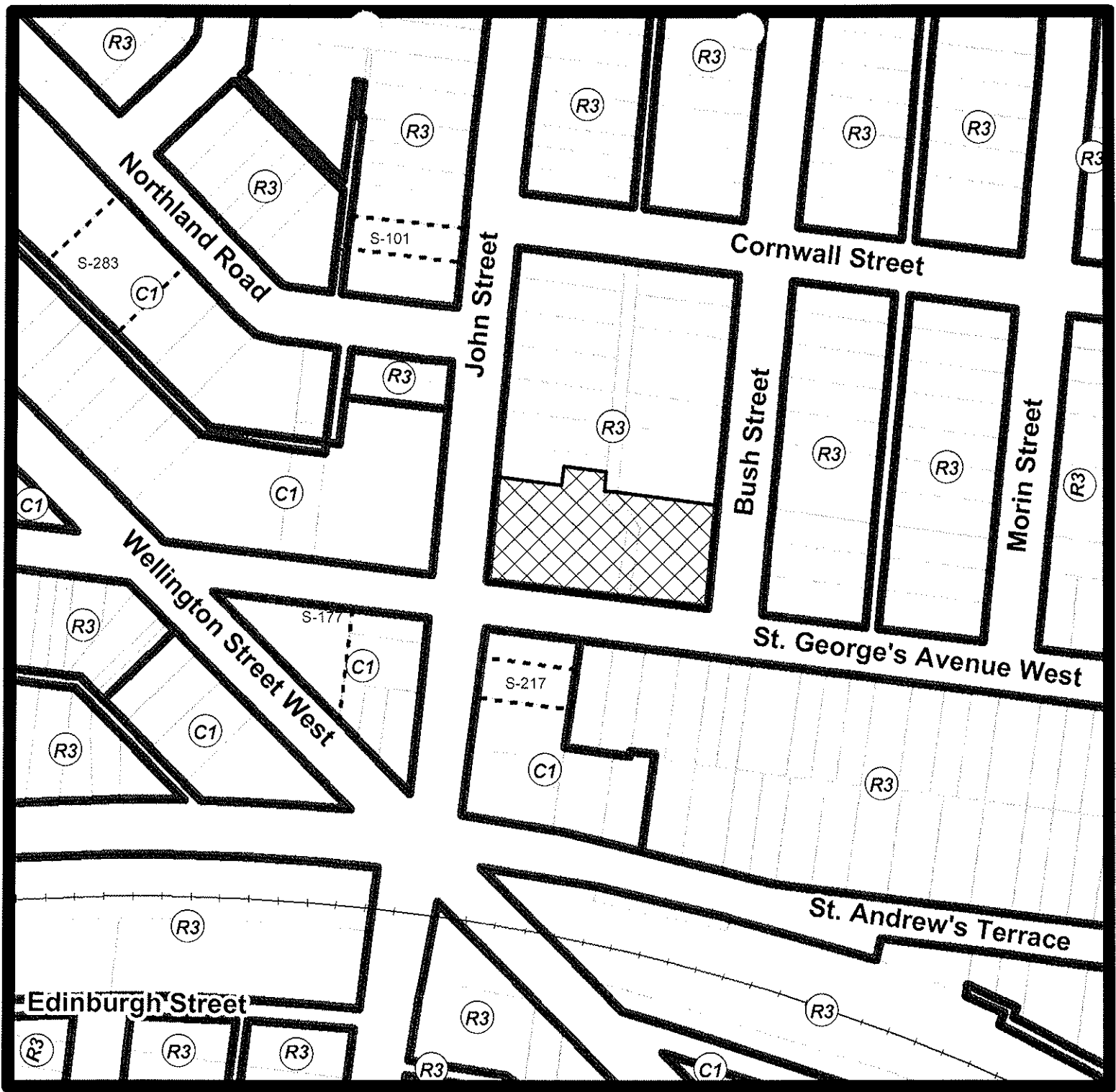
MAP NUMBERS
40 & 1-47

Legend



Subject Property = 342 John StreetPage 160 of 340





EXISTING ZONING MAP

342 JOHN STREET

Planning Application: A-12-15-Z

-  Subject Property = 342 John Street
-  R3 - Low Density Residential Zone
-  C1 - Traditional Commercial Zone
-  S-# =Special Zoning Bylaw



METRIC SCALE
1 : 2000

ROLL NUMBER
040-014-053-00

MAIL LABEL ID
A-12-15-Z

MAP NUMBERS
40 & 1-47

Rachel Tyczinski

From: Peter Tonazzo
Sent: Monday, May 25, 2015 9:57 AM
To: Rachel Tyczinski
Subject: FW: A-12-15-Z

From: Sherry Beaton [mailto:a.s.beaton@shaw.ca]
Sent: Saturday, May 23, 2015 5:06 PM
To: Peter Tonazzo
Subject: A-12-15-Z

Mr. Tonazzo,
Please accept this as my request to be notified as to the decision made by the city of Sault Ste. Marie with regard to
Application No A-12-15-Z, 324/346 John St.
Kind regards,
Sherry Beaton
342 Bush St.
Sault Ste Marie

Rachel Tyczinski

From: Peter Tonazzo
Sent: Monday, May 25, 2015 9:58 AM
To: Rachel Tyczinski
Subject: FW: Pretty: file A-12-15-Z

-----Original Message-----

From: Laurie Harris [mailto:pimp_c@hotmail.ca]
Sent: Saturday, May 23, 2015 4:14 PM
To: Peter Tonazzo
Subject: Pretty: file A-12-15-Z

Peter Tonazzo

I am writing to with concerns about the proposed changes made to said property in application file A-12-15-Z. I have heard many different plans for this property and it has changed from a low density to medium density, I am opposed to all! I do not wish to live across the street from any apartment dwelling unit regardless of unit size. Not only does this interfere with my residence and what I wish, this is a super busy street/ intersection as is. Just two days ago I has a 3 car pile up in from of my house because people don't slow down, are in a rush and it's too busy, not to mention other areas of concern for this type of dwelling.

This would majorly impact the neighbourhood as we know it and we don't want an apartment here! On another not the person who wishes to build has been pretty shady about his dealings and I am not comfortable with this planned proposal! Every one in the neighbourhood should be included and not everyone was.. Only a select few got handouts! It should be everyone!!!! We do not want this to happen! Please don't allow it!!!

Thank you
Laurie and Cliff Harris
71 st George's ave west
705-575-5463
Sent from my iPad

Rachel Tyczinski

From: Peter Tonazzo
Sent: Monday, May 25, 2015 9:57 AM
To: Malcolm White; Rachel Tyczinski
Subject: FW: Rezoning A-12-15-Z-342/346 John St.

From: judy hurley [mailto:d.j.hurley365@gmail.com]
Sent: Sunday, May 24, 2015 9:07 AM
To: Peter Tonazzo
Subject: Rezoning A-12-15-Z-342/346 John St.

Frpm Mr. and Mrs. D Hurley
365 Bush St. S.S.Marie, P6C3H1

To Mr. P. Tonazzo,

I want to make it know that we are opposed to the increase in units requested in the rezoning application. We have lived by choice in this area for 34 years. It was chosen by what it offered. A quiet neighborhood of single family homes. Close to downtown yet a quiet residential area.

We raised a family of 5 children of which 2 are now raising their families in the immediate neighborhood. They came here because of the area.

Over the years things have changed. The people on these streets have not. If there has been a change it has been minor.

25 single units does not reflect this area.

My children used to be able to meet with friends, bike and walk. Knowing, everyone knew and had family someplace in this area. Unfortunately my 6 grandchildren (who live in this area) will not know that sense of community.

I hear my neighbors saying they want to move if this goes through. What happens to the quality of my life? Of my values? Of my property?

As it is now it takes me 10 minutes to get off Bush Street on to St. Georges to go east when I need to go to work. 25+ cars would make it more complicated.

There is no sidewalk nor parking on my side of the street. In the winter the streets are narrow with snow. When they clean the parking area where will the cars be parked? When no one obeys the parking signs I am at risk for getting out of my own driveway.

Privacy issues for home owners around this area are not considered. An existing lane behind us, transient behavior, short cutting through. Dogs? Garbage?

Yes I am happy with how it is here for me... Do I want to loose that? No!

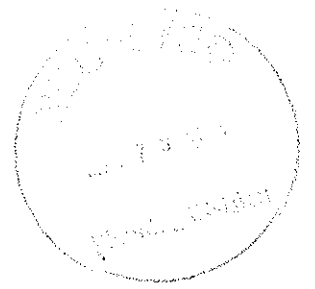
I am sure in any area such as ours the cry would be the same.

I am not happy to hear that we as a neighborhood have been mislead by the total number of units going in from day 1. Also that not everyone in the area have been contacted by mail.

I am a firm believer in growth for all, benefit for all. Yet at the expense of all, no.

Thank you, Judy Hurley

May 12,2015.



Dear Mr. Peter Tonazzo;

In reference to 342/346 JOHN STREET

Application No.: A-12-15-Z

Applicant: 1890798 Ontario Inc.

I'M FULLY AGAINST THE REZONING FROM A "R3"(LOW DENSITY ZONE). (period)

I will also notify the aldermen of this ward as to my position.

Thankyou;

Sincerely

John zarechney

356 bush street

Sault ste. Marie,

P6C 3G9

Phone # 705-253-0589



COUNCIL REPORT

May 25, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Malcolm White, City Clerk

DEPARTMENT: City Clerk's Department

RE: Appointment of Members – F. J. Davey Home

PURPOSE

Further to my report of 2015 04 13 concerning the appointment of members to the F.J. Davey Home, this report outlines the appointment process and lists the applicants for the position of member – F. J. Davey Home.

BACKGROUND

As Council is aware, there is an agreement between the City and the F.J. Davey Home that provides for the members of the Davey Home to be appointed by the City. These members, which total 5 (five) positions, then elect the board of directors (also 5 positions) from their membership.

ANALYSIS

Following a notice for applications, we have received 8 (eight) applications for appointment as members (list attached). We will therefore proceed tonight to select 5 (five) members using our recently adopted appointment process.

IMPACT

N/A

STRATEGIC PLAN

N/A

Appointment of Members – F. J. Davey Home

2015 05 25

Page 2.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the City Clerk dated 2015 05 25 concerning Appointment of Members – F.J. Davey Home be received as information.

Respectfully submitted,



Malcolm White
City Clerk

F.J. Davey Home Members – Interested Persons

Karli Campbell

Corey Gardi

Frank Gencarelli

Anthony P. Marrato

Susan McCooeye

Terry Rainone

Linda Ryan

Lou Turco

Rachel Tyczinski

From: Lou Turco
Sent: Sunday, May 24, 2015 9:30 PM
To: Malcolm White
Cc: Rachel Tyczinski
Subject: Monday's meeting

Hi Malcolm,

I will not be at Monday's meeting as I am out of town on business. Can you please pass on my regrets.

Also, I would like to remove my name from the list of candidates for the FJ Davey Home. I believe the item is on Monday's agenda.

Can you confirm receipt of email.

Thanks,

Lou T.

Rachel Tyczinski

From: Gardi <gardi@email.com>
Sent: Monday, May 25, 2015 11:55 AM
To: Malcolm White; Rachel Tyczinski
Subject: FJ Davey Home Board

Good Afternoon,

I recently submitted an application for potential appointment to the Board of Directors of the FJ Davey Home.

I have decided to withdraw my name from the process.

Could you please confirm receipt of this email.

Thank you for taking the time.

Corey Gardi
Sent from my BlackBerry 10 smartphone on the Bell network.

F.J. Davey Home Members – Interested Persons
Amended List

Karli Campbell

Frank Gencarelli

Anthony P. Marrato

Susan McCooeye

Terry Rainone

Linda Ryan

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-99

AGREEMENT: (C2.7) A by-law to authorize the execution of an agreement between the City and the Electrical Safety Authority for the period from April 1, 2015 and ending March 31, 2018.

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 application dated May 25, 2015, a copy of which is attached as Schedule "A" hereto. The agreement is for the City's membership in the Electrical Safety Authority's Continuous Safety Services Program. This program deals with inspections of City buildings and other facilities for compliance with the Ontario Electrical Safety Code and is for the period from April 1, 2015 to March 31, 2018. The annual fee is \$27,970.00 plus HST.

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 25th day of May, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE



Application to the Continuous Safety Services Program

The Electrical Safety Authority ("ESA") operates as a delegated authority on behalf of the provincial government in accordance with Part VIII, section 113 of the *Electricity Act, 1998*, S.O. 1998, c.15, Sched.A, and the *Safety and Consumer Statutes Administration Act, 1996*, S.O. 1996, c.19. As part of its mandate, the ESA is responsible for inspecting electrical work performed in accordance with the Ontario Electrical Safety Code (the "Code"). Under Rule 2-006 of the Code, periodic inspection by the ESA is permitted and available to businesses that qualify to participate in the Continuous Safety Services Program ("CSS") program.

Code Rule 2-006 Periodic Inspection

- (1) An application for inspection may be made by the owner, owner's agent or occupant of any manufacturing, mercantile, or other building where electrical installation work of a routine nature in connection with the maintenance or operation of the building or the plant therein is required to be performed at frequent intervals.
- (2) Acceptance of the application by the inspection department shall authorize the commencement and carrying out of such work during the period for which the acceptance is issued and Rule 2-004 does not apply.
- (3) Upon request, an inspection shall be made at such time and in such manner as the inspection department determines.

By submitting a completed application to the ESA you acknowledge that you have read and understand the requirements of participation in the CSS program and agree to the Terms and Conditions as outlined at
<http://www.esasafe.com/assets/files/esasafe/pdf/CSS/CSS-Terms-and-Conditions-REV-June.14.pdf>

The scope of work covered by the CSS program is explained at
http://www.esasafe.com/assets/files/esasafe/pdf/CSS/1412_CSS_Scope_of_Work.pdf

Applicant / Billing Information	
Company (Legal) Name: <u>City of Sault Ste Marie</u>	City: <u>Sault Ste Marie</u>
Address: <u>99 Foster Drive</u>	P.O. Box: _____ Postal Code: <u>P6A 5N1</u>
Contact Person: <u>Orsalina Naccarato</u>	Title: <u>Admin Assisstant to the City Solicitor</u>
Phone: <u>705 759 5401</u>	Fax: _____ E-mail: <u>o.naccarato@cityssm.on.ca</u>
The inspector should contact the following person to arrange for the inspections:	
Name: <u>Aldo Iacoe</u>	Phone: <u>705 759 5367</u> Email: <u>a.iacoe@citysmm.on.ca</u>

The Applicant acknowledges that ESA has the right to terminate their membership in the CSS program for any reason by providing 30 days written notice to the Applicant. The ESA acknowledges that the Applicant has the right to terminate their membership in the CSS program for any reason by providing 30 days written notice to the ESA.

Signature: PER: _____ Date: May 25, 2015
Mayor Christian Provenzano

Schedule A -- Fee Schedule

PER: City Clerk Malcolm White

WE HAVE THE AUTHORITY
TO BIND THE
CORPORATION

The Applicant agrees to pay the following fee to ESA for the period as specified:

\$27,970.00 plus HST paid annually for the period beginning April 1 2015 and ending March 31 2018, to be invoiced Quarterly in Advance.

At the end of the term as defined above, the fee will increase by 3%.



Application to the Continuous Safety Services Program

Schedule B – Facilities

The following facilities are covered by the CSS Program:

City of Sault Ste Marie

Total # of Sites: 70				Total # of Visits: 100			
Site Information							
Site Name	Street Address	City	Postal Code	Inspector Contact	Phone	Email Address	# of Visits
City of Sault Ste Marie	99 Fosters Drive	Sault Ste Marie	P6A 5N1		705 759 5401		
CIVIC CENTRE	99 FOSTER DR	SAULT STE MARIE					4
INDUSTRIAL PARK COURT B PUMP STATION	95B INDUSTRIAL PARK NEXT TO 65 IND COURT	SAULT STE MARIE					1
PG MANZO POOL	710 YOUNG ST	SAULT STE MARIE					1
VE GRECO POOL	269 ALBERT ST E	SAULT STE MARIE					1
JOHN RHODES ARENA AND POOL	260 280 ELIZABETH ST	SAULT STE MARIE					2
MCMEEKIN ARENA	616 GOULAIS AVE	SAULT STE MARIE					2
SENIOR CITIZENS CENTRE	619 BAY STREET	SAULT STE MARIE					1
GREENHOUSES POTTING BLDG BELL PK	45 LAKE ST	SAULT STE MARIE					1
HURON ST PUMP STATION	99 101 HURON ST	SAULT STE					1



Application to the Continuous Safety Services Program

ESSAR CENTRE	269 QUEEN ST E	MARIE					
ROSSMORE RD PARK WAS ELLIOT PK	110 ROSSMORE RD	SAULT STE MARIE					2
TRANSIT CENTRE	111 HURON ST	SAULT STE MARIE					2
GLASGOW AVENUE PUMP STATION	GLASGOW AV	SAULT STE MARIE					1
FIRE HALL NO 3	100 BENNETT BLVD	SAULT STE MARIE					1
MAIN LIBRARY	50 EAST ST	SAULT STE MARIE					2
FARMERS MARKET	35 CANAL DR	SAULT STE MARIE					1
MARY ST PUMP STATION	31 MARY ST	SAULT STE MARIE					1
TALLACK BLVD PUMP STATION	1 TALLACK BLVD AND WEST PERTH BAY	SAULT STE MARIE					1
VARSIY AV PUMP STATION	VARSIY AV	SAULT STE MARIE					1
CHURCHILL PLAZA LIBRARY	301 LAKE ST	SAULT STE MARIE					1
STORAGE AND REPAIR GARAGE AND EMS	65 OLD GARDEN RIVER RD	SAULT STE MARIE					2
HOUSEHOLD WASTE DEPOT	128 SACKVILLE ROAD	SAULT STE MARIE					1
OFFICE BUILDING	540 ALBERT ST E	SAULT STE MARIE					2
OFFICE REC STORAGE	316 ELIZABETH ST	SAULT STE MARIE					1
MAUSOLEUM AND ROTUNDA HOLY SEP CEMETERY	28 FOURTH LNE	SAULT STE MARIE					1



Application to the Continuous Safety Services Program

PINE ST MARINA FUEL PUMPS AND	20 PINE STREET	SAULT STE MARIE				2
LOCK TOURS CANADA BUILDING	95 FOSTER DRIVE	SAULT STE MARIE				1
MILL WOOD PUMP STATION	19 MILL WOOD	SAULT STE MARIE				1
LANDFILL SITE OFFICE SCALE GARAGE	402 FIFTH LN E	SAULT STE MARIE				2
FIRE HALL NO 2	363 SECOND LINE WEST	SAULT STE MARIE				1
MUSEUM	690 QUEEN ST E	SAULT STE MARIE				2
ERMATINGER STONE HOUSE AND OTHER	831 QUEEN ST E	SAULT STE MARIE				1
MURIEL ST PUMP STATION	3 MURIEL ST	SAULT STE MARIE				1
MACGREGOR AV PUMP STATION	5 MACGREGOR AV	SAULT STE MARIE				1
LOWER LAKE PUMP STATION	25 LAKE ST	SAULT STE MARIE				1
K 9 OBEDIENCE SCHOOL	76 FOURTH LINE W	SAULT STE MARIE				1
PARKING LOTS CITY SSM VARIOUS LOCATIONS	99 FOSTER DR	SAULT STE MARIE				1
WELCOME SIGN SSM	HWY 17 E AT CITY LIMITS	SAULT STE MARIE				1
ROBERTA BONDAR PUMP STATION	65 FOSTER DR	SAULT STE MARIE				1
BOARD WALK LIGHTING AND DIST	ST MARYS RIVER DRIVE	SAULT STE MARIE				1
FORT CREEK DR PUMP STATION	39 FORT CREEK DR	SAULT STE MARIE				1
MAYCOURT CENTRE	13 SALISBURY ST	SAULT STE MARIE				1



For more information please contact us at 1-877-854-0079
FORM 1410(06/14)



Application to the Continuous Safety Services Program

NORTHERN COMMUNITY CENTRE	556 GOULAIS AVE	SAULT STE MARIE				2
5TH LINE LANDILL PUMP STATION	402 5 LINE E RR5	SAULT STE MARIE				1
OVERFLOW STATIONS	VARIOUS LOCATIONS	SAULT STE MARIE				1
BONNEY ST PUMP STATION	765 BONNEY ST	SAULT STE MARIE				1
JESSE IRVING CENTRE	84 RUTH ST	SAULT STE MARIE				1
CITY WORKS CENTRE EQUIP STORAGE	128 SACKVILLE RD	SAULT STE MARIE				4
POINTE DES CHENES PARK AND BUILDINGS	57 POINTE DES CHENES CR	SAULT STE MARIE				2
SERVICE BLDG AND TENT	65 FOSTER DRIVE	SAULT STE MARIE				2
STRUCT BONDAR PAV	580 SECOND LINE EAST	SAULT STE MARIE				2
POLICE HEADQUARTERS AND STORAGE BLDG	665 FRONTENAC ST	SAULT STE MARIE				1
FRONTENAC PUMP STATION	36 124 QUEEN ST W	SAULT STE MARIE				2
ESPOSITO PARK RINK AND CHANGEHOUSE	20 PINE STREET	SAULT STE MARIE				1
PINE ST MARINA DOCKS						



Application to the Continuous Safety Services Program

Schedule C - Special Provisions

The following services are included in the CSS Program:

- 1 ESA will conduct an initial facility review.
- 2 ESA will occasionally conduct facility reviews during scheduled visits.
- 3 ESA will provide access to use the on-line logbook system (CSSL).
- 4 ESA will provide the training workshops itemized in Schedule D.

Disclaimer:

The Electrical Safety Authority (ESA) makes no representations, warranties, or conditions of any kind, express or implied, including, without limitation, implied warranties or conditions as to the work performed under Schedule C – Special Provisions. In no event shall ESA, its employees, directors, or officers, be liable for any damages caused in connection with any work done, or any direct, indirect or incidental damages, injury, loss, costs or expenses, including but not limited to, special or consequential damages, lost revenue, business interruption, or any other commercial or economic loss, howsoever caused, irrespective of whether ESA is advised of the possibility of such damages, injury, loss, cost or expense.

Schedule D - Service Details

Total # of Sites: 70

Total # of Visits: 104

Training Workshops (if applicable)

1. Customer to Select 3 Half Day Workshops

2.

3.

Code Book and Bulletin Shipping Information (if applicable)

Logbook Type*: On Line

Bulletin Type*: CD

Code Book Type*: Hardcopy

Logbook Qty: _____

Bulletin Qty: 1

Code Book Qty: 1

*Media options for Code Books and Bulletins are: 1. Paper Copy 2. CD Version 3. Online (Web based) version – license

**Media options for Logbooks are: 1. Paper Copy 2. Online (Web based) version

Contact

Name: _____

Title: _____

Address: _____

P. O. Box: _____

City: _____

Postal Code: _____

Fax #: _____

Phone: _____

E-mail: _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-100

PARKING: (P3.9(3)) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule “A” to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the *Police Services Act*, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS** as follows:

1. **SCHEDULE “A” TO BY-LAW 90-305 AMENDED**

Schedule “A” to By-law 90-305 is hereby repealed and replaced with Schedule “A” attached to this by-law.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 25th day of May, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

SCHEDULE "A"

<u>BADGE</u>	<u>SPECIAL CONSTABLE</u>	<u>EMPLOYER</u>	<u>PROPERTY LOCATION</u>
26	MCLEOD, ROD	FLEMING & SMITH	378 QUEEN ST E. & APARTMENTS & 27 KING ST.
30	RENDELL, VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
109	SEBECIC, JOHN, LUDVIC	DENTAL BUILDING	946 & 216 QUEEN ST E
138	CAIN, JOSEPH	CITY OF SAULT STE MARIE	BELLUVUE MARINA & BONDAR MARINE & PARK
151	PARR, DEREK, RAYMOND	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST. PROPERTIES/ELGIN TOWER/APH/556 QUEEN ST
153	TASSONE, VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163	BUMBACCO, PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
178	D'AGOSTINI, ROSEMARY	DR. RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
191	BROWN, STEVEN	SEP. SCHOOL BOARD	SEPARTE SCHOOL BOARD PROPERTIES
196	MCGRAYNE, LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
241	COGHILL, ROBIN	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST. PROPERTIES/ELGIN TOWER/APH/556 QUEEN ST
248	CHAN, GILBERT	DR. RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
249	CHO, LINDA	DR. RAYMOND CHO	71 & 131 EAST ST / 129 SECOND LINE W
253	TRAVSON, TERRANCE (TERRY)	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
267	CORBIERE, JOHN (TED)	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH/556 QUEEN ST
276	SMITH, DENNIS, ROBERT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
314	ASSEN, PAULINE	STANDARD PARKING	ONTARIO REALTY CORP/ ROBERTA BONDAR PLACE / 426 QUEEN ST E
321	LORENZO, COREY	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST. PROPERTIES/ELGIN TOWER/APH/556 QUEEN ST
334	MILLER, BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREAS
335	GROSSO, DONALD	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
344	HARPE, KEN	HOLIDAY INN.	HOLIDAY INN (BAY ST.)
346	HAZLETON, MARGARET	CITY OF SAULT STE MARIE	BELLUVUE MARINA & BONDAR MARINE & PARK
366	TROINOW, VICTORIA	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
369	CARMICHAEL, MARY	ON.FINNISH HOME. ASS.	FINNISH REST HOME
370	HANSEN, LOUIS	ON.FINNISH HOME. ASS.	FINNISH REST HOME
372	BENOIT, ALAIN	ON.FINNISH HOME. ASS.	FINNISH REST HOME
374	TAAVEL, ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREAS
376	FINN, ROBERT	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
391	MCLEOD, HEATHER,	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
397	LAFRAMBOISE, YVON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
400	JOHNSON, MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
406	LEBLANC, SERGE	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
410	POYNER, HAROLD	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
411	MOORE, ROBERT	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST. PROPERTIES /ELGIN TOWER/APH/556 QUEEN ST
420	FABIANO, ANTONIO	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
430	RUSCIO, DOMINIC	MAJOR CONTR.	DAY'S INN HOTEL
431	DICKSON, SHANE	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
435	TRAMBLE, GEORGE	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST. PROPERTIES/ELGIN TOWER/APH/556 QUEEN ST
439	LAMBERT, JOSEPH	STANDARD PARKING	ONTARIO REALTY CORP/ ROBERTA BONDAR PLACE / 426 QUEEN ST E
343	CHILLMAN, JODI	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST. PROPERTIES/ELGIN TOWER/APH/556 QUEEN ST
441	WILSON, DAVID	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST. PROPERTIES/ELGIN TOWER/APH/556 QUEEN ST
442	MACLENNAN, MATTHEW	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST. PROPERTIES/ELGIN TOWER/APH/556 QUEEN ST
443	MARCIL, MARK	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST. PROPERTIES/ELGIN TOWER/APH/556 QUEEN ST
446	HALLIDAY, DANA	SAULT COLLEGE	SAULT COLLEGE
450	CHAPMAN, DANIEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
456	CONEYBEARE, KEVIN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
459	SLEEMAN, RAY	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
460	BOUGIE, DAN	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
463	MORIN, ALEX	CORPS OF COMM.	
464	DITOMMASO, RYAN	2220917 ONT. INC.	489 BAY ST / 535 QUEEN ST E
465	DELAVALLE, DON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
468	AGNEW, BRENDAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
470	WOOLEY, NATHANIEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
474	MANCUSO, ANTHONY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
480	TELFORD, JASON	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
481	FORD, BRIAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
484	MCLEOD, VIRGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA & BONDAR MARINE & PARK
485	ARMSTRONG, KENNETH	CITY OF SAULT STE MARIE	BELLUVUE MARINA & BONDAR MARINE & PARK
486	LONGO, NADIA	GT.NORTHERN RETIREMEI	760 GREAT NORTHERN RD.
487	ROUGEAU, MARISA	GT.NORTHERN RETIREMEI	760 GREAT NORTHERN RD.
488	LEFLEUR, MARILYN	GT.NORTHERN RETIREMEI	760 GREAT NORTHERN RD.
489	MCQUEEN, WANDA	GT.NORTHERN RETIREMEI	760 GREAT NORTHERN RD.
490	LUXTON, JEFF	GT.NORTHERN RETIREMEI	760 GREAT NORTHERN RD.
492	PARKER, MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
493	BROWN, FRASER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS

501	QUARRELL,ROBERT	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
502	HAMEL,CHRIS	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
503	HAMEL,MELANIE	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
512	DIMMA,JUSTIN	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
516	GAY,JAMES	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
517	ROY,BRENDA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
522	MCNAMA,STEVEN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
523	MCBRIDE,GUY	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH
524	DUNLOP,DAVID	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
526	JOHNSTON,CORY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
537	GRAWBARGER,KYLE	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
541	DIMMA,WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
542	RALPH,NANCY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
543	HAYNES,MICHAEL	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547	LIEPA,MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON,ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR. (CIVIC CENTRE)
549	WICKSTROM,IZAAK	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
552	SENEGAL,DANIEL	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST. PROPERTIES/ELGIN TOWER/APH/556 QUEEN ST
556	ARCAND,SCOTT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
562	DEARING,DEVIN	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST.PROPERTIES/ELGIN TOWER/APH/556 QUEEN ST
565	LISCUMB,GERALD	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH/556 QUEEN ST
566	SWEET,WILLARD	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
568	PICK,DENNY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
569	ZEPPA,JACOB	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
571	BRESNAHAN,JAMES	SSM.AIRPORT CORP.	AIRPORT - SUPERVISOR OF BUSINESS OPERATIONS
573	RHODES,LILIAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
574	BOUCHARD,DARYL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
575	LALODE,DANIEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
576	HULL,BRADLEY	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH/556 QUEEN ST
580	CHARETTE,ROBERT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
581	PAVONI,JORDAN	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST. PROPERTIES/ELGIN TOWER/APH/556 QUEEN ST
582	MAITLAND,DARLA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
583	MADIGAN,LORRI-ANNE	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
587	GIULETTI,MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
589	TWENTYMAN,DANIEL	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH/556 QUEEN ST
590	WARMINGTON,KAYLA	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/ST MARY'S PAPER/ELGIN TOWER/APH/556 QUEEN ST
594	PELOSO,MATT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
596	WAGNER,TODD	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
598	COLL,ROBIN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
599	BUMBACCO,CARL	CB HOME INSTALLATIONS	321 JOHN ST./342 346 ST GEORGE'S AVE
601	HART,JASON	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTIES/ELGIN TOWER/APH/556 QUEEN ST
602	GREENWOOD,LESLIE	GREENWOODS HARDWAR	41 ALBERT ST W
603	LAMMING,DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREAS
604	WAGNER,MATTHEW	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
606	SHEWLFELT,CHERYL	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
607	FROST,CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREAS
608	ALISAT,THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON,SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
610	GREGANITI,BARETT	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
611	MIZZI,PRESTON	WENDY'S	1 QUEEN ST W
612	HURLEY,BRITTNEY	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST.PROPERTIES/ELGIN TOWER/APH/556 QUEEN ST
613	SULLIVAN,SHAWN	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST.PROPERTIES/ELGIN TOWER/APH/556 QUEEN ST
614	AGBONIFO,OSAMUDIAMEN	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST.PROPERTIES/ELGIN TOWER/APH/556 QUEEN ST
616	LUCIER,RUSSELL	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST. PROPERTIES/ELGIN TOWER/APH/556 QUEEN ST
617	SAVAGE,SAMUEL	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
618	DEWING,SANDRA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
619	BERTO,DEBORAH	GATEVIEW REALTY INC.	304 -310 ALBERT ST E/420 A& B MCNABB /47 PRINCESS
620	FERA,NORMAN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
621	MARINELLI,CATHERINE	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
622	PROULX,PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHAILIUK,JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCMEEKEN CENTRE/NORTHERN COMMUNITY CENTRE
625	ENGLISH,DANIEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
626	CHARRON,ROBERT	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
627	BARKER,WILLIAM	STANDARD PARKING	ONTARIO REALTY CORP/ ROBERTA BONDAR PLACE / 426 QUEEN ST E
628	DEWAR,JEFFREY	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
629	COMPEAU,SYDNEY	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
630	LAFRAMBOISE,CORY	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
631	MACMILLAN,TYLER	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
632	SAVAGE,MATT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
633	HILL, MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS
634	TIBBLES,COLLEEN	STANDARD PARKING	ONTARIO REALTY CORP/ ROBERTA BONDAR PLACE / 426 QUEEN ST E
635	BROUILLARD,BERNARD	EMBE SECURITY	

636	KLYM,TIMOTHY	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST. PROPERTIES/ELGIN TOWER/APH/556 QUEEN ST
637	TOMASONE,LUIGI	LOU'S AUTOMOTIVE	317 ABLERT ST E
638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD. (AIRPORT)
639	PANTTILA,KIM	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST. PROPERTIES/ELGIN TOWER/APH/556 QUEEN ST
640	BRUNI,MICHAEL	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST. PROPERTIES/ELGIN TOWER/APH/556 QUEEN ST
641	WILHEM,CHARLES	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST. PROPERTIES/ELGIN TOWER/APH/556 QUEEN ST

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2015-101

STREET ASSUMPTION: (PR4) A by-law to assume for public use and establish as public streets various parcels of land within the City of Sault Ste. Marie.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 31 of the *Municipal Act, 2001*, S.O. 2001, c.25 thereto **ENACTS** as follows:

1. **STREETS ESTABLISHED AND ASSUMED**

The Corporation of the City of Sault Ste. Marie hereby assumes for public use and establishes as public streets, the streets more particularly described on Schedule "A" to this by-law.

2. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the date of its final passing.

PASSED in open Council this 25th day of May, 2015.

MAYOR - CHRISTIAN PROVENZANO

CLERK - MALCOLM WHITE

SCHEDULE "A" TO BY-LAW 2015-101

1) THIRD LINE EAST

- (a) PIN 31510-0204 (LT)
PT LT 40 RCP H737 TARENTORUS BEING PART 1 PLAN
1R13064; CITY OF SAULT STE. MARIE;
- (b) PART PIN 31563-0123 (LT)
PT LOT 62 RCP H739 TARENTORUS PT 3 1R1760; SAULT STE.
MARIE;

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-102

AGREEMENT: (E2.3) A by-law to authorize the execution of an Agreement between the City and STEM Engineering Group Incorporated for the completion of the 2015 biennial structural inspections of the City's major storm water aqueducts.

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 May 12, 2015 between the City and STEM Engineering Group Incorporated, a copy of which is attached as Schedule "A" hereto. This Agreement allows for the completion of the 2015 biennial structural inspections of the City's major storm water aqueducts.

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 25th day of May, 2015.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

MEMORANDUM OF AGREEMENT dated the 12th day of May

A. D. 2015

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

STEM ENGINEERING GROUP INCORPORATED

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to perform Aqueduct Inspections to assess the current condition, anticipated lifespan, and repair requirements.

HEREINAFTER called the 'Project' and has requested the Consultant to furnish professional services in connection therewith;

This work will include the inspection of all City aqueducts as deemed necessary, as part of our biennial inspection program.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS**1.01 Retainer**

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

1.03 Compensation

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.

1.04 Staff and Methods

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

1.05 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the client indemnifies the Consultant for unauthorized use of the documents and deliverables.

1.06 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

1.07 Records and Audit

- (a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- (b) The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.

- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3. In the event the client delays the project the consultant shall have the right to renegotiate the agreement.

1.09 Suspension or Termination

Either party may, at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3 for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

1.10 Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

(a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$2,000,000 per occurrence and in the aggregate for general liability and \$2,000,000 for automobile insurance. When requested, the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

(b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$1,000,000 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

(c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

1.12 Contracting for Construction

Neither the Consultant, nor any person, firm nor corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1 (c).

1.17 Sub-Consultants

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

1.18 Inspection

The client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the client.

1.21 Dispute Resolution

- (a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.
- (d) The provisions of The Arbitration's Act, R.S.O., 1991, Chapter 17, as amended shall apply.

1.22 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require. .

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.23 Estimates, Schedules and Staff List**1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, and where payment is calculated on a time basis, the Consultant shall provide, for approval by the Client:

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Client for any of the following changes:

- (a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- (c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 Additional Conditions**Electronic Data Files and CAD Files:**

The Consultant will deliver to the Client (electronically or on tangible electronic storage media or otherwise) certain CAD files or electronic data files (the "Files") prepared by the Consultant solely for its own use. It is acknowledged that due to the nature of such electronic "Files", information contained therein could inadvertently be altered or erased by any person having access to them. Therefore, the Consultant gives no warranty or condition to the Client with respect to the "Files" and the data contained therein. The "Files" will not be stamped, certified or signed by the Consultant. Any use of the "Files" by the Client will be at the sole risk of the Client.

ARTICLE 2 – SERVICES**2.01 Services to be provided by STEM Engineering Group Incorporated**

Four box culverts or aqueducts will be inspected for this project and a status report will be prepared outlining the condition and what, if any, remedial measures are required. The culverts are as listed:

- (a) Central Creek
- (b) Fort Creek
- (c) Clark Creek
- (d) East Davignon Creek

ARTICLE 3 – FEES AND DISBURSEMENTS**3.1 Definitions**

For the purpose of this Agreement, the following definitions shall apply:

(a) **Payroll Cost**

Payroll Cost is defined as hourly salary plus payroll burden.

- (i) The following formula shall be used to calculate the hourly salary for the billing purposes. Hourly salary equals:

$$\frac{\text{Annual Salary}}{\text{Hours per week} \times 52 \times .85}$$

- (ii) Payroll burden equals fringe benefits expressed as a percentage of salary that provides for health and medical insurance, group life and disability insurance, company and Canada pension employer contribution, Workers' Compensation and Unemployment Insurance, but excludes bonuses or profit sharing. For the purposes of this agreement payroll burden is 12.4 %.

(b) **Cost of the Work:**

- (i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- (ii) Wherever the client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- (v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

(c) **Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be as follows:

- (a) Principals and Executives on normal assignments \$140.00 per hour. This rate will be reviewed annually and adjusted accordingly.
- (b) Staff on normal assignments – Payroll Cost plus 100%.
- (c) Principals, Executives and staff rendering individual services on assignments for which they are eminently qualified and for which they require little or no assistance including providing expert testimony and attendance at hearings or courts - \$140.00 per hour.
- (d) Services during Construction

- (i) For all services, except for staff full-time continuously on site:

- a) Principals and Executives on Normal assignments\$140.00 per hour.

This rate will be reviewed annually and adjusted accordingly.

- b) Other Staff: Payroll Cost Plus 100%.

- (ii) For site staff working full time continuously.... Payroll Cost plus 70%.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the client to adjust hourly rates and such approval shall not be unreasonably withheld.

Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

3.2.2 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

3.2.2.1 Information Technology and Reprographic (ITR) Expenses.

Costs incurred by the Consultant shall be reimbursed at a standard charge rate of \$10.00 per labour hour expended. The assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The ITR charge shall also include all regular in-house convenience copying and printing. Cost for reproducing specifications and drawing sets shall not be included in this rate. (see above).

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

(a) Monthly Payment

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented, by the Client upon receipt. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

(b) The Consultant reserves the right, without penalty, to discontinue services in the event of non-payment.

(c) If the project is abandoned or delayed for any reason beyond the Consultant's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses.

3.4 Fee Estimate

Estimated Fees are contained in Appendix 1. The rates used in the estimates are representative of the type of individual who will perform the work, but the actual rates will be billed as per Article 3.

SIGNED, SEALED AND DELIVERED

in the presence of:) _____
) _____
) _____
) _____
) _____
) _____

STEM ENGINEERING

| The signatory shall have the authority to bind the corporation or company for purposes of this agreement



Mark P. Coleman, P. Eng.
Principal

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement

MAYOR – Christian Provenzano

CITY CLERK – Malcom White

Appendix 1

Engineering Estimate

ENGINEERING ESTIMATE

 Project: **Aqueduct Inspections - 2015**

 Project No. **15098**

 Description: **Condition Survey of All City Aqueducts**

 Date: **May 2, 2015**

TASK	DESCRIPTION	HOURS	RATE	COST
Preliminary	-allow	4.00	\$140.00	\$560.00
	Clerical	2.00	\$50.00	\$100.00
FORT CREEK				
Field Portion	3 men for 2 days @ 9 day	54.00	\$115.00	\$6,210.00
Review/Compile/Report	Allow 3 days	22.50	\$130.00	\$2,925.00
	Clerical	3.00	\$50.00	\$150.00
CENTRAL CREEK				
Field Portion	Large Aqueduct 3 men for 1 day @ 8 day	24.00	\$115.00	\$2,760.00
	Small Aqueduct 3 men for 2 days @ 8 day	48.00	\$115.00	\$5,520.00
Review/Compile/Report	Allow 3 days	12.00	\$130.00	\$1,560.00
	Clerical	3.00	\$50.00	\$150.00
FARWELL TERRACE				
Field Portion	3 men for 2 days @ 8 day (1 ea. large and small aqu'its)	48.00	\$115.00	\$5,520.00
Review/Compile/Report	Allow 3 days	12.00	\$130.00	\$1,560.00
	Clerical	3.00	\$50.00	\$150.00
CLARK CREEK				
Field Portion	3 men for 8 hrs	24.00	\$115.00	\$2,760.00
Review/Compile/Report	Allow 1/2 day	4.00	\$130.00	\$520.00
	Clerical	3.00	\$50.00	\$150.00
Capital Cost Estimate	10 year plan	24.00	\$75.00	\$1,800.00
Supervision	Review the reports	8.00	\$140.00	\$1,120.00
DISBURSEMENTS	Monitor rental (allow)			\$1,000.00
	Mileage (allow)			\$250.00
SUBTOTAL		298.50		\$ 34,765.00
13% HST				\$4,519.45
TOTAL				\$39,284.45

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-103

SUBDIVISION CONTROL: (PR7.1) A by-law to deem not registered for purposes of subdivision control certain lots in the Carrick Park Subdivision, pursuant to section 50(4) of the *Planning Act*.

WHEREAS section 50(4) of the *Planning Act* authorizes the Council of a municipality to designate by a by-law any plan of subdivision or part thereof that has been registered for 8 years or more as not being a plan of subdivision for subdivision control purposes; and

WHEREAS a plan of the Carrick Park Subdivision was registered in the Registry Division on May 4, 1912 as Plan 19938; and

WHEREAS it is deemed expedient that a by-law be enacted pursuant to the said section 50(4) to designate part of the Carrick Park Subdivision as being not a registered plan of subdivision;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 50(4) of the *Planning Act*, R.S.O. 1990, Chapter P.13 and amendments thereto, **ENACTS** as follows:

1. **PART OF CARRICK PARK SUBDIVISION DEEMED NOT REGISTERED**

Lots 332 to 334 Plan 19938 St. Mary's, Carrick Park Subdivision, registered in the Land Titles Division for the District of Algoma are hereby designated to be part of a plan of subdivision which shall be deemed not to be a registered plan of subdivision pursuant to section 50(4) of the *Planning Act*. The said lots together are hereby designated an area of subdivision control. A copy of the map showing the above-described property as "Subject Property" is attached as Schedule "A".

2. **EXECUTION OF DOCUMENTS**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

3. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

4. **EFFECTIVE DATE**

This by-law takes effect on the day that this by-law is registered in the Land Titles system pursuant to section 50(28) of the *Planning Act*.

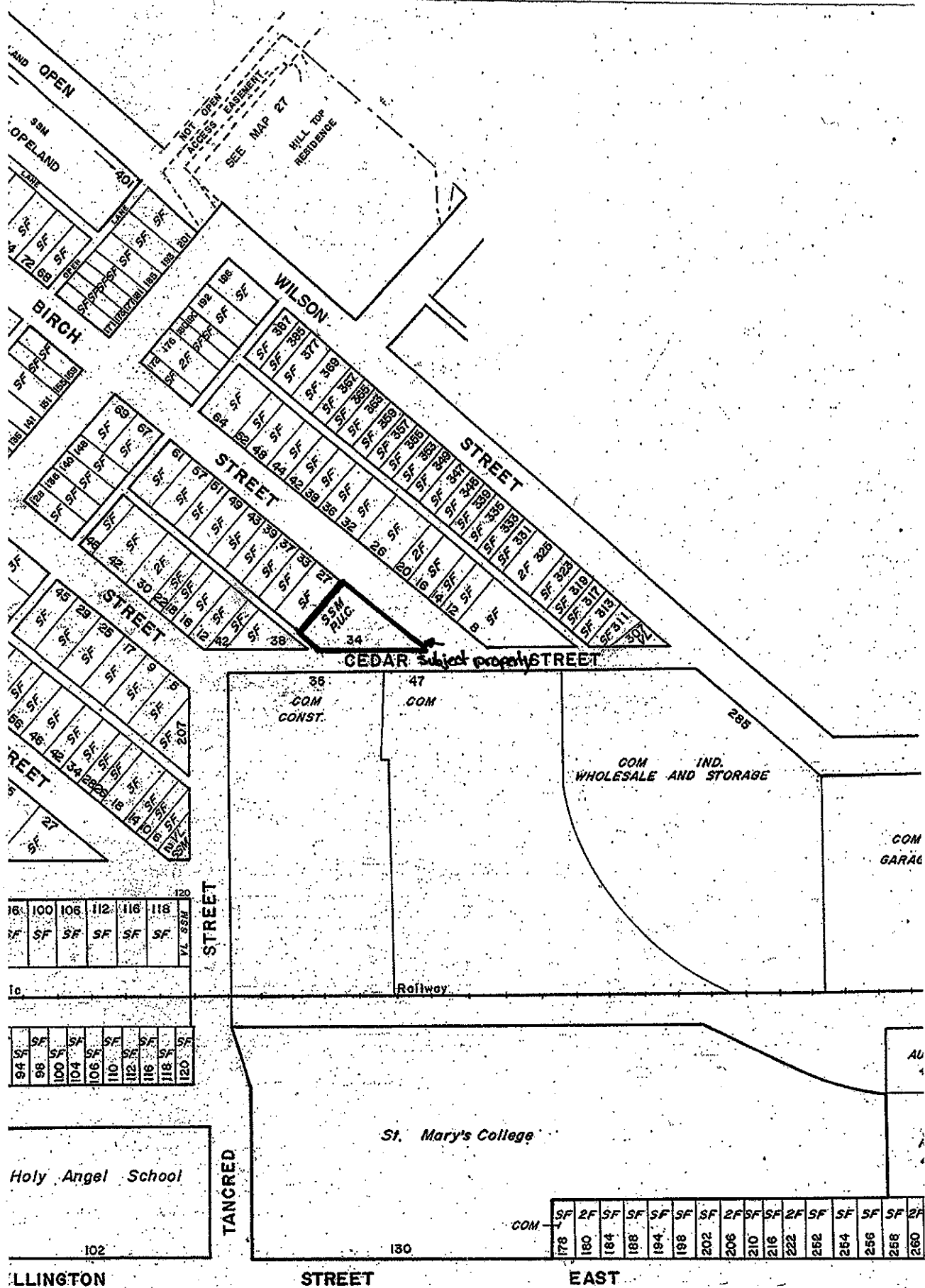
PASSED in open Council this 25th day of May, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

\\LEGAL\STAFF\BYLAWS\2015\2015-103 DEEMING LOTS 332-334 CARRICK PARK SUBDIVISION.DOC

SCHEDULE "A"



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-104

SUBDIVISION CONTROL: (PR7.1) A by-law to deem not registered for purposes of subdivision control certain lots in the Sunnyside Beach Subdivision, pursuant to section 50(4) of the *Planning Act*.

WHEREAS section 50(4) of the *Planning Act* authorizes the Council of a municipality to designate by a by-law any plan of subdivision or part thereof that has been registered for 8 years or more as not being a plan of subdivision for subdivision control purposes; and

WHEREAS a plan of the Sunnyside Beach Subdivision was registered in the Registry Division on March 5, 2005 as Plan 1M550; and

WHEREAS it is deemed expedient that a by-law be enacted pursuant to the said section 50(4) to designate part of the Sunnyside Beach Subdivision as being not a registered plan of subdivision;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 50(4) of the *Planning Act*, R.S.O. 1990, Chapter P.13 and amendments thereto, **ENACTS** as follows:

1. **PART OF SUNNYSIDE BEACH SUBDIVISION DEEMED NOT REGISTERED**

Lots 6 and 7 Plan 1M550, Sunnyside Beach Subdivision, registered in the Land Titles Division for the District of Algoma are hereby designated to be part of a plan of subdivision which shall be deemed not to be a registered plan of subdivision pursuant to section 50(4) of the *Planning Act*. The said lots together are hereby designated an area of subdivision control. A copy of the map showing the above-described property as "Subject Property" is attached as Schedule "A".

2. **EXECUTION OF DOCUMENTS**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

3. **SCHEDULE "A"**

Schedule "A" hereto forms part of this by-law.

4. **EFFECTIVE DATE**

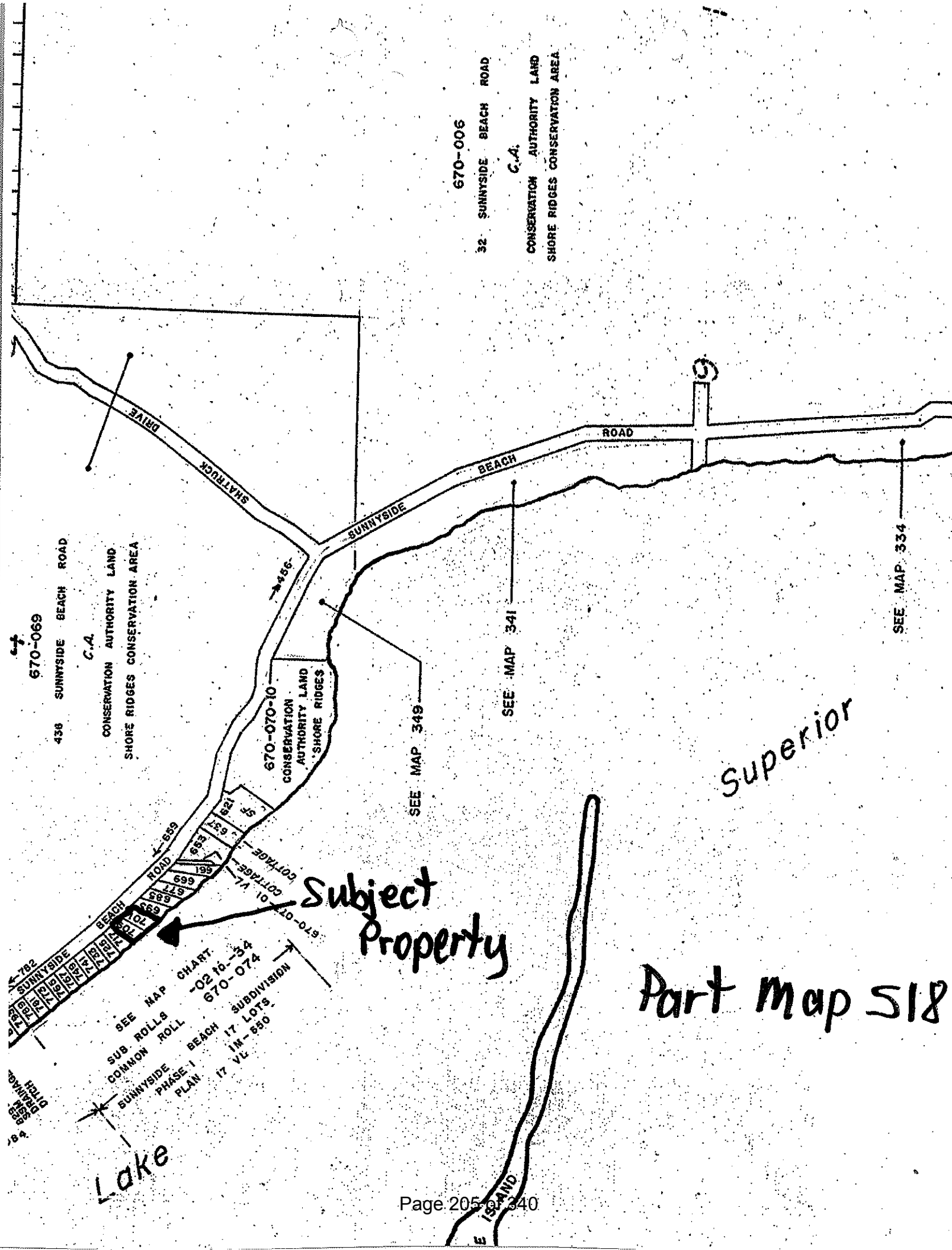
This by-law takes effect on the day that this by-law is registered in the Land Titles system pursuant to section 50(28) of the *Planning Act*.

PASSED in open Council this 25th day of May, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

w\LEGAL\STAFF\BYLAWS\2015\2015-104 DEEMING LOTS 6&7 SUNNYSIDE BEACH SUBDIVISION.DOC



670-006

32 SUNNYSIDE BEACH ROAD

C.A.

CONSERVATION AUTHORITY LAND
SHORE RIDGES CONSERVATION AREA

670-069

438 SUNNYSIDE BEACH ROAD

C.A.

CONSERVATION AUTHORITY LAND
SHORE RIDGES CONSERVATION AREA

670-070-10

CONSERVATION AUTHORITY LAND
SHORE RIDGES

SEE MAP 349

SEE MAP 341

SEE MAP 334

Superior

Subject Property

Part map 518

Lake

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-105

AGREEMENT: (AG148) A by-law to authorize the execution of an agreement between the City and KPMG LLP and AECOM Canada Ltd. for a Master Consulting Agreement dated May 25, 2015 regarding the Port of Algoma Project.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF 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 May 25, 2015 between the City and KPMG LLP and AECOM Canada Ltd. for a Master Consulting Agreement, 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 25th day of May, 2015.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement made this 25th day of May, 2015,
BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

– and –

KPMG LLP

(hereinafter referred to as "KMPG")

– and –

AECOM CANADA LTD.

(hereinafter referred to as "AECOM")

WHEREAS on November 14, 2014, the City sent out a Request for Proposals for the Port of Algoma – Master Consultant Selection ("City RFP"), a copy of which RFP is appended as **Schedule "A"** to this Agreement;

AND WHEREAS in the City RFP, the City set forth its intent to retain the services of a Master Consultant ("MC") to coordinate a multi-disciplinary consulting team to undertake the work as set out in the City RFP for Phases 1 and 2 of the Port of Algoma Project and to liaise, report and coordinate the Project requirements as set out in the City RFP with the Project Management Team (the "PMT"), a collaboration between the City and the Port of Algoma;

AND WHEREAS under cover dated December 31, 2014, KPMG LLP ("KPMG") submitted a Technical Bid and Price Bid (collectively the "Proposal") in response to the City RFP, seeking to be the MC for the Port of Algoma Project, a copy of which Proposal is appended as **Schedule "B"** to this Agreement;

AND WHEREAS KPMG represents and warrants in the Proposal that it has partnered with AECOM to assemble an integrated team to complete the Project according to two primary areas of focus, with the "Financial Requirements" of the Project to be completed by KPMG and the "Engineering and Technical Requirements" of the Project to be completed by AECOM (the "KPMG/AECOM Consulting Team");

AND WHEREAS the Proposal confirms that notwithstanding the KPMG/AECOM Consulting Team approach, the following is an accurate description of the KPMG/AECOM Consulting Team structure, specifically that:

- (a) KPMG is the MC for the Project, having submitted the Proposal which designates KPMG

as the "Lead Firm" coordinating a multi-disciplinary consulting team to undertake the Project and AECOM as the "Partnering Firm"; and

- (b) KPMG has established a Project Management Office to coordinate and manage the overall Project and to further facilitate a one point of contact for the City for the Project, specifically the offices of Paul Lan and Michael Drayton of KPMG;

AND WHEREAS the Proposal was the successful bid to the City RFP at a total fee of Four Million, Three Hundred and Thirty Thousand, Two Hundred and Forty-Three (\$4,330,243.00 CDN) Dollars plus applicable HST to complete Phase 1 and Phase 2 of the Port of Algoma Project;

AND WHEREAS on February 9, 2015, City Council for the City approved the KPMG/AECOM Consulting Team to be retained in carrying out Phase 1 (project initialization) and Phase 2 (planning and construction preparation) of the Port of Algoma Project, subject to the following conditions, specifically that:

- (a) Phase 1 proceed for an upset limit of Three Million, One Hundred and Seventy-Six Thousand, Nine Hundred and Forty-Five (\$3,176,945.00 CDN) Dollars plus applicable HST, having a completion target date of October 2015; and
- (b) Phase 2 proceed only if the results in Phase 1 indicate a successful "go forward" action and funding for Phase 3 (implementation/construction) of the expended harbor is available from the various partners to this Project, including the senior levels of government, the private sector and others;

AND WHEREAS the City is prepared to retain the KPMG/AECOM Consulting Team to complete Phase 1 of the Port of Algoma Project, with the approval to proceed with Phase 2 of the Port of Algoma Project to be subsequently confirmed by the City, subject to the terms and conditions set out herein;

NOW THEREFORE in consideration of the promises, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1.0 ARTICLE 1 – THE PROJECT

1.1 THE KPMG/AECOM CONSULTING TEAM. KPMG and AECOM each individually and as the "KPMG/AECOM Consulting Team" represent and warrant that:

- (a) KPMG is the MC for the Project (which "Project" is defined in Article 1.2 below);

- (b) as MC, KPMG has the overall responsibility for the management of the Project (as defined in Article 1.2 below).
- (c) the Proposal designates KPMG as the "Lead Firm" coordinating a multi-disciplinary consulting team to undertake the Project and AECOM as the "Partnering Firm" and that this designation is true and accurate;
- (d) KPMG has partnered with AECOM to assemble an integrated team to complete the Project according to two primary areas of focus, with all "Financial Requirements" for the Project to be completed by KPMG and with all "Engineering and Technical Requirements" for the Project to be completed by AECOM;
- (e) notwithstanding the KPMG/AECOM Consulting Team approach, as MC, in order to complete the Project, KPMG undertakes to tender out any work and/or supplement its team on the basis of the same terms and conditions as set out in this Agreement if so requested by the City;
- (f) in the event that a dispute arises between AECOM and KPMG as to who is responsible to complete a deliverable, report or any other matter related to this Agreement:
 - (i) AECOM undertakes to ensure that all "Engineering and Technical" related requirements, deliverables, reports and matters for the Project are completed to the satisfaction of the City while any such dispute is being resolved with KPMG with the same degree of professionalism and competence;
 - (ii) KPMG undertakes to ensure that all "Financial" related requirements, deliverables, reports and matters for the Project are completed to the satisfaction of the City while any such dispute is being resolved with AECOM with the same degree of professionalism; and
 - (iii) KPMG and AECOM each undertake to indemnify the City in accordance with Article 7 herein in respect of any claim that may be made against the City that relates directly or indirectly to such a dispute;
- (g) any reference to an acknowledgment, agreement, representation, warranty, commitment, undertaking or any other action or obligation (the "Commitment") being made by the "KPMG/AECOM Consulting Team" in this Agreement shall be a Commitment made by each of KPMG and AECOM collectively; and

- (h) if it was the intention of the parties that a Commitment was made solely by KPMG or AECOM, the Agreement shall specifically state same as the intention of the applicable party hereto.

1.2 DESCRIPTION OF THE PROJECT AND TIMELINES

- (a) The KPMG/AECOM Consulting Team hereby covenants and undertakes to provide all that is necessary and required to perform all of the work shown and described in the City RFP, appended as **Schedule "A"** hereto and the Proposal, appended as **Schedule "B"** hereto. The parties hereto acknowledge and agree that the City RFP and Proposal together collectively form and are defined as the "Project" in this Agreement.
- (b) The KPMG/AECOM Consulting Team established the following list of deliverables with accompanying timelines to be completed by KPMG and AECOM for Phase 1 of the Project:
 - (i) a "Timeline of Phase 1 Tasks and Deliverables" to be completed by KPMG, a copy of which is appended hereto as **Schedule "C"**;
 - (ii) a "Scheduled List of AECOM Tasks/Deliverables" to be completed by AECOM, a copy of which is appended hereto as **Schedule "D"**; and
 - (iii) a "Joint List of Deliverables" which sets forth the deliverables that shall be completed collectively by the KPMG/AECOM Consulting Team appended hereto as **Schedule "E"** and the timeframes within which the KPMG/AECOM Consulting Team undertake to complete same. To this end, KPMG covenants and agrees to be fully responsible for the "Financial Requirements" associated with the "Joint List of Deliverables" and AECOM covenants and agrees to be fully responsible for the "Technical Requirements" associated with the "Joint List of Deliverables".

Furthermore, KPMG/AECOM Consulting Team further represents and warrants that **Schedule "C"** and **Schedule "D"**:

- (i) identifies the entity, specifically KPMG or AECOM, who undertakes to complete the identified work that forms the Project; and
- (ii) identifies the timeframes within which KPMG and AECOM each respectively undertake to complete the deliverables.

- (c) It is understood by all parties that the deliverables in Schedule "C", Schedule "D", and Schedule "E" are based on the proposal submitted by KPMG to complete Phase 1. To the extent that additional deliverables and tasks are required to complete Phase 1 the determination of which shall be made solely by the City:
- (i) KPMG undertakes to complete any and all necessary "Financial Requirements", deliverables, reports and matters that are related to the Project as defined in Article 1.2(a), immediately upon request by the City, in accordance with the terms and conditions of this Agreement and within the upset fee limit for KPMG as set out in Article 1.5 of this Agreement; and
 - (ii) AECOM undertakes to complete any and all necessary "Engineering and Technical Requirements", deliverables, reports and matters that are related to the Project as defined in Article 1.2(a), immediately upon request by the City, in accordance with the terms and conditions of this Agreement and within the upset fee limit for AECOM as set out in Article 1.5 of this Agreement.

Furthermore, as MC, KPMG undertakes to complete any and all necessary Project management functions and tender out any work and/or supplement its team on the basis of the same terms and conditions as set out in this Agreement if so requested by the City.

- (d) The KPMG/AECOM Consulting Team further represents and warrants that the Project identifies the deliverables and timelines to be completed for Phase 2. The parties hereto acknowledge and agree that 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 expended harbor is available from the various partners to this Project, including the senior levels of government, the private sector and others. The KPMG/AECOM Consulting Team further acknowledges and agrees that the City may not retain the KPMG/AECOM Consulting Team to proceed with Phase 2 of the Project in the event that the City determines, in its sole discretion, that an "Event of Default" as set out in Article 10 has occurred. In such an event, the City shall give notice to the KPMG/AECOM Consulting Team of the "Event of Default" and the fact that the City shall not proceed with having the KPMG/AECOM Consulting Team complete Phase 2 of the Project, the decision of which all parties hereto agree shall be made by the City in its sole discretion, and which decision shall be full and final in all respects and not subject to any adjudication or review of any nature or kind.

In the event that the City determines that it shall proceed with Phase 2 of the

Project and that it shall retain the KPMG/AECOM Consulting Team to proceed with same in accordance with terms and conditions of this Agreement, the City shall as soon as practicable, provide notice of same to the KPMG/AECOM Consulting Team. The City agrees to provide this notice to afford the KPMG/AECOM Consulting Team with sufficient time to complete its deliverables and the Project by the Phase 2 deadline as set out in Article 1.2(f), the determination of which shall be reasonably be made by the City in its sole discretion.

- (e) In the event that the City authorizes the KPMG/AECOM Consulting Team to proceed with Phase 2 of the Project, the KPMG/AECOM Consulting Team undertakes:
 - (i) to complete all deliverables for Phase 2 within the timelines established for Phase 2 as set out in the Project and for the Fees/Invoicing as set out in Articles 1.5 and 1.6 herein; and
 - (ii) to develop a detailed work plan similar to the list of deliverables with accompanying timelines as set out in **Schedules "C", "D" and "E"**, for Phase 2, to be approved by the City.
- (f) The City and the KPMG/AECOM Consulting Team acknowledge and agree that the overall timeframes for completion of the deliverables are extremely aggressive, with Phase 1 to be completed by October 2015 and Phase 2 by March 2016. It is agreed by all parties that the timely completion of Phase 1 will depend on the participation and cooperation of various third parties. The KPMG/AECOM Consulting Team undertakes to complete the deliverables for the Project in accordance with the timeframes set out herein, except where such failure is due to causes which, in the sole and reasonable opinion of the City, are beyond the control of the KPMG/AECOM Consulting Team, AECOM and/or KPMG.

The KPMG/AECOM Consulting Team undertakes to provide all that is necessary and required to perform its deliverables within the timelines set out in this Agreement for Phase 1 and Phase 2 (if applicable), specifically:

- (i) KPMG undertakes to provide all that is necessary and required to perform the "Financial Requirements" related to the Project and all MC services and functions related to the Project within the upset fee limit for KPMG as set out in Article 1.5 of this Agreement; and
- (ii) AECOM undertakes to provide all that is necessary and required to

perform the "Engineering and Technical Requirements" related to the Project within the upset fee limit for AECOM as set out in Article 1.5 of this Agreement.

1.3 PROJECT TEAM MEMBERS. The KPMG/AECOM Consulting Team acknowledges and agrees that the Proposal sets out the names, experience levels and areas of expertise for all the KPMG/AECOM Consulting Team members. The KPMG/AECOM Consulting Team undertakes to forthwith provide the City with a summary list of the KPMG/AECOM Consulting Team Members along with their level of expertise, designation, years with the applicable company (KPMG or AECOM) and their hourly rates. In the event that there is a change to a KPMG/AECOM Consulting Team member, the KPMG/AECOM Consulting Team undertakes to forthwith:

- (a) give notice to the City; and
- (b) replace the KPMG/AECOM Consulting Team member with another individual who has the same level of experience and designation and provide the City with notice of the identity of the new team member along with their level of experience and designation.

1.4 FUNDING AGREEMENTS. The KPMG/AECOM Consulting Team acknowledges that:

- (a) City Council passed By-law 2014-222 which authorized a funding agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Industry, a copy of which is appended as **Schedule "F"** hereto ("Federal Funding Agreement"). The KPMG/AECOM Consulting Team acknowledges and agrees that adhering to the timelines as set out in this Agreement is critical to the Federal Funding Agreement. The KPMG/AECOM Consulting Team covenants and agrees that:
 - (i) it shall complete its deliverables for the Project, as set out in Article 1.2 herein, in a manner which is consistent with the terms and conditions of the Federal Funding Agreement; and
 - (ii) it shall provide any reports, documents, invoices, financial records and any other materials requested by the City to facilitate the fulfillment of the obligations under the Federal Funding Agreement where related to the work set out in Article 1.2 herein.
- (b) City Council passed By-law 2014-223 which authorized a funding agreement between the City and the Northern Ontario Heritage Fund Corporation for the Sault Ste. Marie Harbour Improvement Project, a copy of which is appended as

Schedule "G" hereto ("Provincial Funding Agreement"). The KPMG/AECOM Consulting Team acknowledges and agrees that adhering to the timelines as set out in this Agreement is critical to the Provincial Funding Agreement. The KPMG/AECOM Consulting Team covenants and agrees that:

- (i) it shall complete its deliverables for the Project, as set out in Article 1.2 herein, in a manner which is consistent with the terms and conditions of the Provincial Funding Agreement; and
 - (ii) it shall provide any reports, documents, invoices, financial records and any other materials requested by the City to facilitate the fulfillment of the obligations under the Provincial Funding Agreement where related to the work set out in Article 1.2 herein.
- (c) The Federal Funding Agreement and Provincial Funding Agreement are hereinafter referred to as the "Funding Agreements" herein.

1.5 MAXIMUM FEES AND REIMBURSABLE EXPENSES PAYABLE BY CITY FOR PROJECT

- (a) The KPMG/AECOM Consulting Team acknowledges and agrees that all deliverables for Phase 1 of the Project, as set out in Article 1.2 above, inclusive of all fees, travel, reimbursable expenses and disbursements of every nature and kind, shall be completed by the KPMG/AECOM Consulting Team for the upset limit of no greater than Three Million, One Hundred and Seventy-Six Thousand, Nine Hundred and Forty-Five (\$3,176,945.00 CDN) Dollars plus applicable HST. To this end, the parties hereto acknowledge and agree that the maximum amount payable by the City to the KPMG/AECOM Consulting Team for the completion of all deliverables for Phase 1 of the Project as set out in Article 1.2, including the completion of same by October 2015 shall be the maximum aggregate amount of \$3,176,945.00 plus applicable HST. Article 1.5 (b) through (f) inclusive further sets forth the maximum payable by the City to each of KPMG and AECOM from this aggregate amount.
- (b) Further to Section 1.5(a) above, AECOM undertakes to complete all of AECOM's deliverables for Phase 1 of the Project as set out in Article 1.2 above, inclusive of all fees, travel, reimbursable expenses and disbursements of every nature and kind for the upset limit of no greater than \$2,176,893.00 plus applicable HST. To this end, AECOM covenants and agrees that in the event that the total costs for completion of all of AECOM's deliverables for Phase 1 of the Project as set out in Article 1.2 above, including the completion of same by October 2015, exceeds \$2,176,893.00 plus applicable HST, AECOM shall be solely responsible

and liable to pay the excess over \$2,176,893.00 plus applicable HST. To further clarify, the parties hereto acknowledge and agree that the City shall in no way be responsible or liable for any expenses associated with the completion of AECOM's deliverables for Phase 1 of the Project as set out in Article 1.2 above, including the completion of same by October 2015, that exceed \$2,176,893.00 plus applicable HST.

- (c) Further to Article 1.5(a) above, KPMG undertakes to complete all of KPMG's deliverables for Phase 1 of the Project as set out in Article 1.2 above, inclusive of all fees, travel, reimbursable expenses and disbursements of every nature and kind for the upset limit of no greater than \$1,000,053.00 plus applicable HST. To this end, KPMG covenants and agrees that in the event that the total costs for completion of all of KPMG's deliverables for Phase 1 of the Project as set out in Article 1.2 above, including the completion of same by October 2015, exceeds \$1,000,053.00 plus applicable HST, KPMG shall be solely responsible and liable to pay the excess over \$1,000,053.00 plus applicable HST. To further clarify, the parties hereto acknowledge and agree that the City shall in no way be responsible or liable for any expenses associated with the completion of KPMG's deliverables for Phase 1 of the Project as set out in Article 1.2 above, including the completion of same by October 2015, that exceed \$1,000,053.00 plus applicable HST.
- (d) In the event that the City authorizes the KPMG/AECOM Consulting Team to proceed with Phase 2 of the Project, AECOM undertakes to complete all of AECOM's deliverables for Phase 2 of the Project as set out in Article 1.2 above, inclusive of all fees, travel, reimbursable expenses and disbursements of every nature and kind for the upset limit of \$734,021.00 plus applicable HST. To this end, AECOM covenants and agrees that in the event that the total costs for completion of all of AECOM's deliverables for Phase 2 of the Project as set out in Article 1.2 above, including the completion of same by March 2016, exceeds \$734,021.00 plus applicable HST, AECOM shall be solely responsible and liable to pay the excess over \$734,021.00 plus applicable HST. To further clarify, the parties hereto acknowledge and agree that the City shall in no way be responsible or liable for any expenses associated with the completion of AECOM's deliverables for Phase 2 of the Project as set out in Article 1.2 above, including the completion of same by March 2016, that exceed \$734,021.00 plus applicable HST.
- (e) In the event that the City authorizes the KPMG/AECOM Consulting Team to proceed with Phase 2 of the Project, KPMG undertakes to complete all of KPMG's deliverables for Phase 2 of the Project as set out in Article 1.2 above, inclusive of all fees, travel, reimbursable expenses and disbursements of every

nature and kind for the upset limit of \$419,277.00 plus applicable HST. To this end, KPMG covenants and agrees that in the event that the total costs for completion of all of KPMG's deliverables for Phase 2 of the Project as set out in Article 1.2 above, including the completion of same by March 2016, exceeds \$419,277.00 plus applicable HST, KPMG shall be solely responsible and liable to pay the excess over \$419,277.00 plus applicable HST. To further clarify, the parties hereto acknowledge and agree that the City shall in no way be responsible or liable for any expenses associated with the completion of KPMG's deliverables for Phase 2 of the Project as set out in Article 1.2 above, including the completion of same by March 2016, that exceed \$419,277.00 plus applicable HST.

- (f) The KPMG/AECOM Consulting Team covenants and agrees that the maximum travel expenses claimable by each of them and payable by the City:
 - (i) shall be the total sum of Forty-Two Thousand (\$42,000.00 CDN) Dollars for Phase 1;
 - (ii) shall be the total sum of Eighteen Thousand (\$18,000.00 CDN) Dollars for Phase 2;
 - (iii) shall be subject to the limitations and requirements set out in the City RFP, any relevant City policy and the eligible expenses criteria in the Funding Agreements; and
 - (iv) is included and not in addition to the aggregate amounts as set out in Articles 1.5(b) to (e) inclusive herein for Phase 1 and Phase 2 respectively for each of KPMG and AECOM.

1.6 MONTHLY INVOICING AND PAYMENT BY CITY FOR DELIVERABLES COMPLETED IN PHASE 1 AND PHASE 2 (IF AUTHORIZED BY THE CITY)

- (a) The KPMG/AECOM Consulting Team represents and warrants that KPMG shall provide overall Project Management for the Project, including the tracking of KPMG's and AECOM's progress, fees and expenses along with supporting documentation and invoices. Specifically, the KPMG/AECOM Consulting Team acknowledges that on a monthly basis, AECOM shall provide KPMG with AECOM's invoices in order for KPMG to prepare a consolidated monthly package containing both invoices from KPMG and AECOM to facilitate review by the City. KPMG shall ensure that the consolidated monthly package sets out the deliverables completed, correlates same to the deliverables and accompanying timelines for each of KPMG and AECOM (Schedules C, D and E herein),

confirms same are eligible expenses pursuant to the Funding Agreements or are eligible expenses pursuant to Article 1.6(c) below, and contains any and all supporting documents and invoices. In the event that the City has any questions or requests clarification of a consolidated monthly package, KPMG shall forthwith answer such questions and clarify matters to the satisfaction of the City.

- (b) The parties hereto acknowledge and agree that the consolidated monthly package prepared by KPMG shall set out the amount payable by the City to AECOM and to KPMG. In the event that AECOM at any time disagrees or disputes the calculations set out by KPMG in terms of any amounts owed by the City as set out in the monthly consolidated package or any matters related to same, AECOM hereby waives any claims, causes of action, complaints and demands of whatsoever kind or nature that it has or may have against the City and shall directly deal with KPMG in respect of same. AECOM further acknowledges and agrees that in the event of such a dispute, AECOM shall continue to complete all deliverables and work required under this Agreement while same is being resolved with KPMG.
- (c) The KPMG/AECOM Consulting Team acknowledges and agrees that the City shall not be responsible to pay for any fees or expenses of any nature or kind that is not supported by accurate invoices and supporting documentation, to the satisfaction of the City regardless of whether or not the expenses/fees were incurred by KPMG, AECOM and/or the KPMG/AECOM Consulting Team. Further, the City shall not be responsible or liable to pay for any fees or expenses that are not eligible for reimbursement pursuant to the Funding Agreements regardless of whether or not the expenses/fees were incurred by KPMG, AECOM and/or the KPMG/AECOM Consulting Team. Despite the language set out in the Funding Agreements, the City represents and warrants that the City has received assurance from FedNor and NOHFC that the expenses/fees incurred and related to "Application and Proposal Writing for Funding" for the Project are in fact eligible expenses. To this end, the City confirms that the expenses/fees incurred by KPMG, AECOM and/or the KPMG/AECOM Consulting Team as it relates to "Application and Proposal Writing for Funding", which KPMG, AECOM and/or the KPMG/AECOM Consulting Team represent and warrant are set out in the deliverables provided in Schedules "C", "D" and "E" and which KPMG, AECOM and/or the KPMG/AECOM Consulting Team undertake shall be completed within the upset limits set out in Articles 1.5 and 1.6 (d)(e) and (f) herein are in fact eligible expenses and shall be paid by the City in accordance with the terms and conditions set out in this Agreement.
- (d) The KPMG/AECOM Consulting Team represents and warrants that the

expenses associated with each of AECOM's deliverables as set out in Article 1.2 herein on a monthly basis for Phase 1 are projected as set out in **Schedule "H"** to this Agreement.

- (e) The KPMG/AECOM Consulting Team represents and warrants that the expenses associated with each of KPMG's deliverables as set out in Article 1.2 herein on a monthly basis for Phase 1 are projected as set out in **Schedule "I"** to this Agreement.
- (f) The KPMG/AECOM Consulting Team, KPMG and AECOM (collectively and individually) acknowledge and agree that the actual expenses associated with the deliverables to be completed by AECOM and by KPMG as set out in Article 1.2 herein for Phase 1 may be greater than or less than the amounts associated with same as provided in **Schedules "H" and "I"** attached hereto. To this end, the parties acknowledge and agree that:
 - (i) if the actual expenses associated with completing same is less than the amount provided for the applicable deliverable in **Schedule "H" or Schedule "I"**, the amount payable by the City to AECOM and KPMG respectively shall only be the actual cost for completing the deliverable, and not the higher cost; and
 - (ii) if the actual expenses associated with completing the deliverable is greater than the amount provided for the applicable deliverable in **Schedule "H" or Schedule "I"**, the amount payable by the City to AECOM and KPMG respectively shall only be the amount as set out in **Schedule "H"** for AECOM or **Schedule "I"** for KPMG attached hereto.

Essentially, the KPMG/AECOM Consulting Team hereby undertakes to complete all deliverables in Phase 1 with an upset limit per deliverable as set out in **Schedule "H"** for AECOM's deliverables and **Schedule "I"** for KPMG's deliverables.

In the event that the City authorizes the KPMG/AECOM Consulting Team to proceed with Phase 2, the KPMG/AECOM Consulting Team shall similarly develop a Schedule of Projected Fees and Expenses by Month for Phase 2 for each of KPMG and AECOM, to be reviewed/approved by the City. The KPMG/AECOM Consulting Team hereby acknowledges and agrees that reimbursement for expenses incurred for each deliverable in Phase 2 shall proceed in accordance with the procedure set out in Article 1.6 herein.

- (g) The KPMG/AECOM Consulting Team shall, at the conclusion of Phase 1 and

the conclusion of Phase 2, if applicable, submit a Final Claim for any eligible costs and a final reconciliation of any outstanding advances, accompanied by the following and in a form satisfactory to the City in scope and detail:

- (i) a final statement of total Project costs;
- (ii) a statement of total funds paid by the City;
- (iii) a final activity report on the Project;
- (iv) a final results report on the outcomes and impacts of the Project;
- (v) a certification by an authorized signatory of KPMG, that this is the Final Claim for payment and includes all final eligible and supported costs incurred and paid, which is submitted for payment; and
- (vi) any other materials, reporting, statements, and supporting documentation required by the City for this Project.

KPMG shall submit the Final Claim to the satisfaction of the City no later December 30, 2015 regarding Phase 1 and May 29, 2016 regarding Phase 2, if applicable.

1.7 HOLDBACK. Notwithstanding any other provision of this Agreement, the City may at the City's sole discretion, withhold up to ten (10%) percent of the total fees payable to AECOM and ten (10%) percent of the total fees payable to KPMG during Phase 1 and thereafter during Phase 2 of the Project (if applicable) until:

- (i) Phase 1 or Phase 2 (as the case may be) is completed to the satisfaction of the City;
- (ii) the Final Report has been submitted by the KPMG/AECOM Consulting Team to the satisfaction of the City;
- (iii) audits, where required by the City have been completed to the satisfaction of the City; and
- (iv) the City has approved the Final Claim described in Article 1.6 above.

1.8 INTELLECTUAL PROPERTY. Title to any intellectual property created solely by this Project shall vest with the City. The KPMG/AECOM Consulting Team shall have no rights, title or interest in the intellectual property created by this Project.

1.9 GENERAL TERMS. The KPMG/AECOM Consulting Team shall:

- (a) carry out the Project;
 - (i) in accordance with the terms and conditions of the Agreement;
 - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, any other orders, rules and by-laws, and industry standards related to any aspect of the Project.
- (b) at its own expense, obtain all permits, licences, approvals and authorizations required to complete the Project and satisfy the terms set out in this Agreement;
- (c) invoice and incur expenses for the Project in accordance with Article 1.5 and 1.6 herein; and
- (d) adhere to the scope, timing and location of the Project and not change same without the prior written consent of the City.

2.0 ARTICLE 2 - REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 GENERAL. KPMG and AECOM each represent, warrant and covenant that:

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
- (c) the information in the Proposal was true and complete at the time it was provided and continues to be true and complete in every respect, except as set out to the contrary in the Agreement;
- (d) no Conflict of Interest exists; and
- (e) that upon request by the City, KPMG and/or AECOM shall provide the City with proof of any matters set out in this Agreement.

2.2 EXECUTION OF AGREEMENT. KPMG and AECOM each represent and warrant that:

- (a) it has the full power and authority to enter into the Agreement;
- (b) it has taken all necessary actions to authorize the execution of the Agreement;
- (c) this Agreement constitutes a legally binding obligation of KPMG, AECOM and the KPMG/AECOM Consulting Team, enforceable against each of KPMG, AECOM and the KPMG/AECOM Consulting Team in accordance with its terms;
- (d) the execution and delivery of this Agreement, and the performance by the KPMG/AECOM Consulting Team of its obligations hereunder shall not:
 - (i) violate any provisions of KPMG's or AECOM's by-laws, or any other corporate governance document subscribed to by KPMG or AECOM or any resolution of KPMG or AECOM;
 - (ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - (iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, equipment lease, contract, mortgage, lease, permit deed of trust or any other instrument or agreement by which KPMG and AECOM is each bound;
- (e) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of KPMG and AECOM, threatened, and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect KPMG's and AECOM's ability to complete the activities set out in this Agreement; and
- (f) it has each secured adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and shall maintain same until the Project is complete as determined by the City.

2.3 GOVERNANCE. KPMG and AECOM each represent and warrant that it has, and shall maintain for the period during which the Agreement is in effect, by-laws or other legally necessary instruments to:

- (a) establish procedures to ensure its ongoing effective functioning;
- (b) establish decision-making mechanisms;
- (c) provide for the prudent and effective management of the Project's deliverables and expenses;
- (d) establish procedures to enable the successful completion of the Project;
- (e) establish procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
- (f) establish procedures to enable the preparation and delivery of all reports required pursuant to this Agreement; and
- (g) deal with such other matters as it considers necessary to ensure that the KPMG/AECOM Consulting Team carries out its obligations under the Agreement.

3.0 ARTICLE 3 - PROJECT MANAGEMENT OFFICE. KPMG and AECOM each represent and warrant that the Project Management Office for the Project has been established by KPMG, specifically the offices of Paul Lan and Michael Drayton of KPMG. The Project Management Office shall provide a one point of contact for the City.

4.0 ARTICLE 4 – CONFLICT OF INTEREST

4.1 No Conflict of Interest. The KPMG/AECOM Consulting Team shall carry out the Project in a manner that avoids any Conflict of Interest.

4.2 Conflict of Interest Includes. For the purposes of this Agreement, a "Conflict of Interest" includes in relation to the performance of its obligations under the Agreement, any circumstances where the KPMG/AECOM Consulting Team (or any person who has the capacity to influence KPMG/AECOM Consulting Team's decisions) has outside commitments, relationships or financial interests that interfere with, or could, or could be seen to interfere with, KPMG/AECOM Consulting Team's objective, unbiased and impartial judgment relating to the Project.

4.3 Disclosure to the City. The KPMG/AECOM Consulting Team shall:

- (a) disclose to the City without delay any circumstances that a reasonable person would interpret as being a Conflict of Interest; and

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

5.0 ARTICLE 5 – REPORTING, ACCOUNTING AND REVIEW

5.1 Preparation and Submission. The KPMG/AECOM Consulting Team undertakes to:

- (a) complete and submit all reports and deliverables in accordance with terms and conditions of this Agreement;
- (b) complete and submit to the City any other reports requested by the City in accordance with the timelines and content requirements specified by the City;
- (c) ensure that all reports are completed to the satisfaction of the City;
- (d) ensure that reports are signed by an authorized signing officer of KPMG and/or AECOM as appropriate; and
- (e) submit to the City one copy of each document and report required pursuant to this Agreement electronically or on disc, in Word or such other format as the City may require, and further attach one paper copy of each of the documents listed below to the final report required under the Agreement to evidence the completion of the Project in accordance with the Agreement:
 - (i) written evidence from each of Transport Canada (Navigable Waters, Coast Guard), Department of Fisheries and Oceans, the Ontario Ministry of Environment, the Sault Ste. Marie Conservation Authority and the Ontario Ministry of Natural Resources (Upper Great Lakes Management Unit) that the improvements to the existing harbour complex in Sault Ste. Marie, Ontario planned as part of this Project may be carried out;
 - (ii) written evidence that all required permits, licences, approvals and authorizations to carry out the improvements to the existing harbour complex in Sault Ste. Marie, Ontario planned as part of this Project have been obtained from each of Transport Canada (Navigable Waters, Coast Guard), Department of Fisheries and Oceans, the Ontario Ministry of Environment, the Sault Ste. Marie Conservation Authority and the Ontario Ministry of Natural Resources (Upper Great Lakes Management Unit) and that all fees associated therewith have been paid; and

- (iii) written evidence as may be required and/or requested by the City to substantiate any further reports or documents submitted by the KPMG/AECOM Consulting Team to the City as part of this Project.

5.2 Meetings. The KPMG/AECOM Consulting Team shall fully participate in the following meetings as a minimum:

- (a) in an Inception meeting with the PMT;
- (b) in biweekly progress report meetings;
- (c) in an estimated six (6) meetings with or more with the PMT, the sole determination of which shall be made by the City, at the draft study report stage, acknowledging that video conferences may be utilized only with the concurrence of the City;
- (d) in a meeting(s)/presentation(s) to the PMT of the final draft report(s), the number of which meetings is necessary to complete same shall be determined solely by the City;
- (e) in a presentation of the final comprehensive report to the requisite stakeholders, again, acknowledging that the City shall solely determine the composition of the stakeholders participating in same; and
- (f) in any meeting required by the City to deal with Project issues or matters related to this Agreement, immediately upon request by the City.

5.3 Record Maintenance. The KPMG and AECOM Consulting Team shall each keep and maintain for a period of ten (10) years after the expiry or termination of the Agreement:

- (a) all financial records relating to this Project, including but not limited to invoices, expense receipts, employee timesheets and any other matters that may be required pursuant to the Funding Agreements, all in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating directly or indirectly to this Project and Agreement.

5.4 Inspection. The City, its authorized representatives or an independent auditor identified by the City may, upon 24 hours' notice to the KPMG/AECOM Consulting Team and during normal business hours, enter upon KPMG and AECOM's respective premises to

review the progress of the Project in respect of the financial matters set forth in Article 5.3(a) and the audit provisions set forth in the Funding Agreements, and for these purposes the City, its authorized representatives or an independent auditor identified by the City, may:

- (a) inspect and copy the records and documents referred to in Article 5.3(a) and required pursuant to the audit provisions in the Funding Agreements; and
- (b) conduct an audit or investigation of KPMG and/or AECOM in respect of the any expenditures/invoices related directly or indirectly to the Project.

5.5 Disclosure. The KPMG/AECOM Consulting Team shall disclose any information reasonably requested by the City, its authorized representatives or an independent auditor identified by the City, and shall do so in a form reasonably requested by the City, its authorized representatives or an independent auditor identified by the City, as the case may be in order to facilitate the rights set out in Article 5.4 above.

5.6 Audit report. If the City believes that there are inaccuracies in, or inconsistencies between, the KPMG/AECOM Consulting Team, AECOM and/or KPMG's financial records and books of account, the City may request and KPMG/AECOM Consulting Team, AECOM and/or KPMG's must provide at its own expense an audit report from a public accountant licensed under the laws of Ontario. The audit report must be satisfactory to the City in form and content and address any financial information pertaining to the Agreement and the Project as may be reasonably specified in the request.

6.0 ARTICLE 6 - COMMUNICATIONS, CONFIDENTIALITY, FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

6.1 The KPMG/AECOM Consulting Team shall keep confidential and shall not disclose the contents of this Agreement or matters related to the Project without the consent of the City. The KPMG/AECOM Consulting Team shall further ensure that only the Project Team Members shall have any knowledge, information or details of the Project or the Agreement and that the KPMG/AECOM Consulting Team takes any and all necessary measures to ensure that the confidentiality of the Agreement and Project matters is adhered to even within the KPMG/AECOM Consulting Team.

6.2 The KPMG/AECOM Consulting Team acknowledges and agrees that the Funding Agreements set out specific requirements regarding publications, signage and the acknowledgement of support. The KPMG/AECOM Consulting Team undertakes to ensure that any of its dealings regarding publications, signage and the acknowledgement

of support is firstly approved by the City, and secondly consistent with the requirements set out in the Funding Agreements.

- 6.3 The KPMG/AECOM Consulting Team acknowledges and agrees that the City is bound by the *Municipal Freedom of Information and Protection of Privacy Act*, as amended from time to time, and that any information provided to the City in connection with the Project or otherwise in connection with the Agreement is subject to disclosure in accordance with the *MFIPPA*.
- 6.4 The KPMG/AECOM Consulting Team further acknowledges and agrees that the City is bound by the terms and conditions set forth in the Funding Agreements. To this end, AECOM acknowledges that in the event that the City provides information in connection with the Project to the Northern Ontario Heritage Fund Corporation ("NOHFC") or Her Majesty the Queen in Right of Canada, as represented by the Minister of Industry ("Minister") as required under the Funding Agreements, that such information is subject to disclosure in accordance with any and all applicable privacy legislation.

7.1 ARTICLE 7 – INDEMNITIES

- 7.1 KPMG hereby covenants and agrees, subject to an aggregate amount not to exceed Four Million (\$4,000,000.00 CDN) Dollars, to defend, indemnify and save harmless the City and their respective councillors, 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, work place safety and insurance compensation, and occupational health and safety matters) made or brought against or suffered by or imposed upon all or any of them by reason of any act, error, default, failure, fault, neglect, negligence, omission or wrong doing of KPMG, its directors, officers, employees, consultants, contractors, subcontractors, agents or other persons for which it is responsible in law or any of arising out of or connected with the Project ("KPMG's Indemnity").
- 7.2 AECOM hereby covenants and agrees, subject to an aggregate amount not to exceed Four Million (\$4,000,000.00 CDN) Dollars, to defend, indemnify and save harmless the City and their respective councillors, 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, work place safety and insurance compensation, and occupational health and safety matters) made or brought against or suffered by or imposed upon all or any of them by reason of any act, error, default, failure, fault, neglect, negligence, omission or wrong doing of AECOM, its directors, officers, employees, consultants, contractors, subcontractors,

agents or other persons for which it is responsible in law or any of arising out of or connected with the Project ("AECOM's Indemnity").

7.3 The parties hereto acknowledge and agree that the total indemnity provided to the City by KPMG's Indemnity and AECOM's Indemnity collectively is Eight Million (\$8,000,000.00 CDN) Dollars. The parties hereto further acknowledge and agree that KPMG's Indemnity and AECOM's Indemnity is not "joint and several", but rather is several and that:

- (a) KPMG's Indemnity shall be as set out in Article 7.2 above, specifically in relation to:
 - (i) any and all necessary "Financial" deliverables, reports and matters that are related directly or indirectly to the Project;
 - (ii) its obligations as set out in this Agreement; and
 - (iii) its role as MC for this Project, and any and all Project Management functions that are related directly or indirectly to its role as MC for this Project as set out in the Project documents and this Agreement; and that
- (b) AECOM's Indemnity shall be as set out in Article 7.2 above, specifically in relation:
 - (i) to any and all necessary "Engineering and Technical Requirements", deliverables, reports and matters that are related directly or indirectly to the Project; and
 - (ii) its obligations as set out in this Agreement.

7.4 KPMG and AECOM shall each comply with all laws, by-laws, rules and regulations of any governing body respecting the Project and, in accordance with Article 7.1 to 7.3 inclusive herein, shall save harmless and fully indemnify the City from and against all losses, damages, liabilities, costs and expenses (including legal fees on a substantial indemnity scale basis and disbursements) incurred by the City that may result from same.

8.0 ARTICLE 8 – INSURANCE

8.1 CGL and Automobile Insurance required by each of AECOM and KPMG. AECOM and KPMG each represent and warrant that it has and shall maintain for the term of the Project, at its own cost and expense, with insurers satisfactory to the City, all the necessary and appropriate insurance that a prudent person carrying out a project similar

to the Project would maintain, including automobile and commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than Ten Million (\$10,000,000.00 CDN) Dollars per occurrence. The Policy shall insure all claims for damage to property, personal injury or death or any other losses or damages, both direct and indirect, including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with the Project. The Policy shall include the following:

- (a) a cross-liability clause;
- (b) contractual liability coverage; and
- (c) the City as "Additional Insured".

AECOM shall file proof of said insurance with the City's Legal Department.

- 8.2 Professional Liability Insurance ("E&O Insurance") required by each of AECOM and KPMG.** AECOM and KPMG each represent and warrant that it has and shall maintain for the term of the Project, at its own cost and expense, with insurers satisfactory to the City, all the necessary and appropriate E&O Insurance that a prudent person carrying out a project similar to the Project would maintain. The E&O Insurance shall be in the minimum amount of Five Million (\$5,000,000.00 CDN) Dollars per claim, not subject to prior claims reducing the amount payable in the event of a prior or active claim. AECOM and KPMG shall each file proof of said insurance with the City's Legal Department.
- 8.2 Proof of Insurance.** In addition to filing proof of insurance as set out in Article 8.1 and 8.2 above, AECOM and KPMG shall provide the City with a copy of each insurance policy upon request.
- 8.3 Compliance with Insurance.** AECOM and KPMG shall comply with all provisions and requirements of any of AECOM and KPMG's insurance policies applicable to the Project.
- 8.4 Third Party Insurance.** The KPMG/AECOM Consulting Team, AECOM and KPMG shall ensure that any third party sources of funds for the Project and subcontractors retained to perform any part or parts of the Project shall have adequate insurance in place that is appropriate to the Project risks and to the third party.

9.0 ARTICLE 9 – TERMINATION

- 9.1 Termination by City.** The parties hereto acknowledge and agree that the City may terminate this Agreement with the KPMG/AECOM Consulting Team at any time upon giving at least 30 days' written notice to KPMG.
- 9.2 End of Project Termination.** This Agreement shall terminate at the conclusion of the Project and all of the City's obligations related thereto, which date shall be determined by the City in its sole discretion.
- 9.3 Consequences of Termination.** If the City terminates the Agreement pursuant to Article 9.1 herein, the City:
- (a) shall have no further obligation to make any payment under this Agreement; and
 - (b) shall determine the reasonable costs payable to the KPMG/AECOM Consulting Team for services provided under the Agreement up to the date of such notice of termination.

10.0 ARTICLE 10 - EVENTS OF DEFAULT AND CORRECTIVE ACTION

- 10.1 Events of Default.** The parties hereto acknowledge and agree that the following constitute "Events of Default":
- (a) if in the opinion of the City, the Proposal contains incomplete, false or misleading information,
 - (b) in the event that in the opinion of the City, the KPMG/AECOM Consulting Team, AECOM or KPMG submits to the City incomplete, false or misleading information or documentation during the term of this Project;
 - (c) if in the opinion of the City, the KPMG/AECOM Consulting Team, AECOM or KPMG breaches any term or condition of the Agreement, including but not limited to failing to do any of the following in accordance with the terms and conditions of the Agreement without the prior written consent of the City:
 - (i) carry out the Project;
 - (ii) proceed diligently with the Project;
 - (iii) complete the deliverables for the Project in accordance with Article 1 and the timeframes for Project delivery as set out in this Agreement, except

where such failure is due to causes which, in the sole and reasonable opinion of the City, are beyond the control of the KPMG/AECOM Consulting Team, AECOM and KPMG; and

- (iv) provide all reports as required pursuant to this Agreement or as requested by the City;
- (d) in the opinion of the City, the KPMG/AECOM Consulting Team, KPMG or AECOM fails to comply with a term, undertaking or condition of this Agreement;
- (e) the nature of the KPMG/AECOM Consulting Team, KPMG or AECOM operations or its corporate status changes;
- (f) the nature of the KPMG/AECOM Consulting Team, KPMG or AECOM changes or ceases to exist;
- (g) AECOM or KPMG makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- (h) if any bankruptcy, reorganization, arrangement or insolvency proceedings for relief under any bankruptcy or similar laws for the relief of debtors are instituted against AECOM or is consented to by AECOM or KPMG, or, if contested by AECOM or KPMG, is not dismissed within 30 days;
- (i) AECOM or KPMG ceases to operate or has sold all or substantially all its assets;
- (j) an order is made or resolution passed for the winding up of AECOM or KPMG, or AECOM or KPMG is dissolved; and/or
- (k) a Conflict of Interest that cannot be resolved to the City's satisfaction, acting reasonably.

10.2 Corrective Action. If an Event of Default has occurred, the determination of which shall be made by the City in its sole discretion, the City may immediately exercise any one of the following remedies:

- (a) terminate any obligation by the City to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- (b) suspend any obligation by the City to make any payment under this

Agreement, including any obligation to pay an amount owing prior to such termination;

- (c) initiate any action the City considers necessary in order to facilitate the successful continuation or completion of the Project at the expense and liability of the KPMG/AECOM Consulting Team. To this end, the KPMG/AECOM Consulting Team shall be responsible for all costs associated with same in excess of the upset maximums payable by the City, which is set out in Article 1.5 herein;
- (d) reduce the amount of the Fees payable to the KPMG/AECOM Consulting Team, KPMG or AECOM in accordance with Article 1 herein at the discretion of the City;
- (e) cancel all further payment of Fees otherwise payable to the KPMG/AECOM Consulting Team, KPMG or AECOM in accordance with Article 1 herein;
- (f) demand the repayment of an amount equal to any expenses the KPMG/AECOM Consulting Team, KPMG or AECOM incurred for purposes not agreed upon by the City, whereupon the amount demanded by the City shall immediately become due and payable;
- (g) demand the repayment of an amount equal to any Fees the City paid to the KPMG/AECOM Consulting Team, KPMG or AECOM, whereupon the amount demanded by the City shall immediately become due and payable;
- (h) terminate any obligation by the City to have the KPMG/AECOM Consulting Team proceed with Phase 2 of the aforesaid Project;
- (i) terminate the Agreement with the KPMG/AECOM Consulting Team immediately upon giving notice to the KPMG/AECOM Consulting Team; and/or
- (j) exercise any other rights or remedies available to the City under this Agreement or applicable law.

If the City determines it shall exercise its rights as set out herein, in determining and applying the remedy, the City shall:

- (a) proceed solely against KPMG if the "Event of Default" has been caused or contributed to solely by KPMG, the determination of which shall be made by the City in its sole discretion which decision shall be full and final in all respects and

not subject to any adjudication or review of any nature or kind;

- (b) proceed solely against AECOM if the "Event of Default" has been caused or contributed to solely by AECOM, the determination of which shall be made by the City in its sole discretion which decision shall be full and final in all respects and not subject to any adjudication or review of any nature or kind.
- (c) proceed against the KPMG/AECOM Consulting Team if the "Event of Default" has been caused or contributed in any degree by both KPMG and AECOM, the determination of which shall be made by the City in its sole discretion which decision shall be full and final in all respects and not subject to any adjudication or review of any nature or kind.

10.3 Rectification Period. In addition to the rights provided in Article 10.2 above, the City may provide the KPMG/AECOM Consulting Team, AECOM or KPMG with an opportunity to remedy the Event of Default by providing the KPMG/AECOM Consulting Team, AECOM or KPMG with a notice:

- (a) of the particulars of the Event of Default; and
- (b) of the period of time within which the KPMG/AECOM Consulting Team, AECOM or KPMG is required to remedy the Event of Default.

10.4 Recipient not remedying. If the City provides the KPMG/AECOM Consulting Team, AECOM or KPMG with an opportunity to remedy the Event of Default pursuant to Article 10.3 and:

- (a) the KPMG/AECOM Consulting Team, AECOM or KPMG fails to remedy the Event of Default within the time period specified in the notice;
- (b) the City determines in its sole discretion that the KPMG/AECOM Consulting Team, AECOM or KPMG cannot completely remedy the Event of Default within the time period specified in the notice or such further period of time as the City considers reasonable; or
- (c) the KPMG/AECOM Consulting Team, AECOM or KPMG is not proceeding to remedy the Event of Default in a way that is satisfactory to the City,

the City may initiate any one or more of the actions provided for in Article 10.2 herein.

- 10.5 Termination date.** The effective date of any termination under this Article shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

11.0 ARTICLE 11 - COMPLIANCE WITH AGREEMENT AND LAWS

- 11.1 Compliance with Agreement.** The KPMG/AECOM Consulting Team shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors, subcontractors and volunteers are bound to observe the provisions of the Agreement. In all contracts relating to the Project, the KPMG/AECOM Consulting Team shall include terms and conditions similar to and not less favourable to the City than the terms and conditions of the Agreement to the extent that they are applicable to the subject of this Agreement

- 11.2 Compliance with Laws.** The KPMG/AECOM Consulting Team shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors, subcontractors and volunteers if any, at all times to comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules regulations and orders. The KPMG/AECOM Consulting Team shall obtain, at its own expense, all permits from public authorities which may be required in connection with the performance of this Agreement.

12.0 ARTICLE 12 - REPAYMENT

- 12.1 Debt due.** If the KPMG/AECOM Consulting Team, AECOM or KPMG owes any monies to the City whether or not their return or repayment has been demanded by the City, such monies shall be deemed to be a debt due and owing to the City by the KPMG/AECOM Consulting Team, AECOM or KPMG, and the KPMG/AECOM Consulting Team, AECOM or KPMG shall pay or return the amount to the City immediately unless the City directs otherwise.
- 12.2 Interest rate.** The City may charge the KPMG/AECOM Consulting Team, AECOM or KPMG interest on any monies owing by the KPMG/AECOM Consulting Team, AECOM or KPMG at the then current interest rate charged by the Province of Ontario on accounts receivable. The same rate applies to outstanding payables by the City to KPMG and AECOM.
- 12.3 Set off.** If the KPMG/AECOM Consulting Team, AECOM or KPMG is indebted to the City under this or any other agreement between them, the KPMG/AECOM Consulting Team, AECOM or KPMG shall have the right to set off the amount of such indebtedness against the amount of Fees owing to the KPMG/AECOM Consulting Team, AECOM or KPMG

under this Agreement and to reduce the total amount of Fees payable to the KPMG/AECOM Consulting Team, AECOM or KPMG by such amount.

13.0 ARTICLE 13 - NOTICE

- 13.1** Any notice required or permitted to be given under this Agreement shall be in writing and may be given by delivering or mailing the notice to:

In the case of the City:

The Corporation of the City of Sault Ste. Marie
Attention: Jerry Dolcetti
Engineering Department
99 Foster Drive, P.O. Box 580
Sault Ste. Marie, Ontario P6A 5N1

In the case of AECOM:

AECOM Canada Ltd.
Attention: Rick Talvitie
523 Wellington Street East
Sault Ste. Marie, Ontario P6A 2M4

In the case of KPMG LLP:

KPMG LLP
Attention: Paul Lan
Suite 4600, 333 Bay Street
Toronto, ON M5H 2S5

or to such other address as either Party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the fourth (4th) business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the first (1st) day next following the date of faxing. If the notice is sent electronically via e-mail, the notice shall be deemed to be received on the same day that the notice is e-mailed.

14.0 HEALTH & SAFETY AND WSIB

- 14.1** The KPMG/AECOM Consulting Team and any contractor(s) or subcontractor(s) employed by them shall comply with all requirements of the *Occupational Health and Safety Act*,

R.S.O. 1990, c. O.1 and its regulations; including, but not limited to, providing proof of compliance with WSIB requirements (maintain current WSIB Clearance Certificate on file with the City for the duration of the onsite work), providing proof of Commercial General Liability Insurance (minimum of Ten Million (\$10,000,000.00 CDN) Canadian Dollars per occurrence) for the duration of the onsite work and compliance with the City's Contractor Qualification Policy. The KPMG/AECOM Consulting Team shall ensure that the requirements as set out herein apply to any subcontractors employed by the KPMG/AECOM Consulting Team.

15.0 ARTICLE 15 - ASSIGNMENT AND TRANSFERABILITY

15.1 ASSIGNMENT. Except as otherwise provided in this Agreement, the rights and obligations created by this Agreement are exclusive to and shall not be transferred or assigned by the KPMG/AECOM Consulting Team, except by prior written consent of the City.

15.2 TRANSFERABILITY. The Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

16.0 ARTICLE 16 - GOVERNING LAW

16.1 Governing Law. This Agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The Parties hereto attorn to the jurisdiction of the Courts of Ontario. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario. This Agreement shall be treated in all respects as an Ontario contract.

16.2 Dispute Resolution. In the event of a dispute, the City shall avail itself of any and all legal recourse in any forum the City deems appropriate to deal with same.

17.0 ARTICLE 17 - FURTHER ASSURANCES

17.1 Assurances. The parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to its full extent.

18.0 ARTICLE 18 - SURVIVAL

18.1 Survival. The parties further acknowledge and agree that Articles 1-12 inclusive and 15-19 inclusive and 21 of this Agreement shall survive the termination of this Agreement.

19.0 ARTICLE 19 - ENTIRE AGREEMENT

- 19.1 Entire Agreement.** The parties acknowledge and agree that this Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 19.2 Recitals and Schedules.** The parties hereto acknowledge and agree that the recitals and Schedules "A" through "I" inclusive have formed part of the Agreement.
- 19.3 Modification of Agreement.** This Agreement may only be amended by the express prior written consent of the City.

ARTICLE 20 - SIGNATURE

- 20.1 Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 20.2 Execution by Facsimile, TIFF, PDF.** Delivery of an executed copy of a signature page to this Agreement by facsimile transmission or transmitted electronically in either a Tagged Image Format File ("TIFF") or Portable Document Format ("PDF") shall be effective as delivery of a manually executed copy of this Agreement and each Party hereto undertakes to provide each other Party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

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21.0 ARTICLE 21 - TIME IS OF THE ESSENCE

21.1 Time is of the essence. Time is of the essence in the performance of obligations under this Agreement.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement this 25th day of May, 2015.

**THE CORPORATION OF THE
CITY OF SAULT STE. MARIE**

Per: _____
Mayor – Christian Provenzano

Per: _____
City Clerk – Malcolm White
I/We have authority to bind the City

AECOM Canada Ltd.

Per: _____

Per: _____
I/We have authority to bind AECOM
Canada Ltd.

KPMG LLP

Per: _____

Per: _____
I/We have authority to bind KPMG LLP

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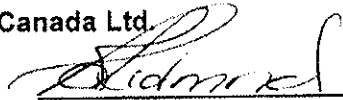
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Per: _____
City Clerk – Malcolm White
I/We have authority to bind the City

AECOM Canada Ltd.

Per: 
Chris Redmond, P.Eng., Senior Vice President

Per: _____
I/We have authority to bind AECOM
Canada Ltd.

KPMG LLP

Per: _____

Per: _____
I/We have authority to bind KPMG LLP

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AECOM Canada Ltd.

Per: _____

Per: _____
I/We have authority to bind AECOM
Canada Ltd.

KPMG LLP

Per: *Paul Tan*
PARTNER, KPMG LLP

Per: _____
I/We have authority to bind KPMG LLP

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-106

ENGINEERING: (E2.1) A by-law to authorize the execution of a Memorandum of Understanding between the City and Trout Unlimited Canada.

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 and amendments thereto **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 Memorandum of Understanding dated May 25, 2015 between the City and Trout Unlimited Canada, a copy of which is attached as Schedule "A" hereto. As signatory to the Memorandum of Understanding, the City will become an approved Yellow Fish Road (YFR) Partner.

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 25th day of May, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE



Dear Madison Zuppa,

On behalf of Trout Unlimited Canada, I would like to thank **The Corporation of the City of Sault Ste. Marie** for their interest and commitment to improving Canada's freshwater ecosystems through the *Yellow Fish Road™* program.

The *Yellow Fish Road™* (YFR) program is a nationwide environmental education initiative led by Trout Unlimited Canada (TUC). Since 1991, thousands of Canadian youth have learned about their water supply and the impact it has on the health of their community. With this knowledge, youth volunteers have educated communities about the need to protect our freshwater resources. The YFR program is a fun and participatory way to teach the importance of clean water, and how decisions made by one person make a difference on the whole community.

Included in this and the proceeding package are copies of:

- *Yellow Fish Road™* Partner Manual
- *Yellow Fish Road™* Program Manual
- *Yellow Fish Road™* Brochure
- *Yellow Fish Road* Doorhanger

The YFR program is a registered trademark owned by TUC. We are thrilled with the rapid and widespread response to this program over the past 23 years. This program has grown and been implemented in many municipalities across Canada and we feel it is extremely important that TUC not only set the national standards for the YFR program, but also maintain these standards across the whole country.

As an approved "YFR Partner," **The Corporation of the City of Sault Ste. Marie*** agrees to:

1. Carefully read all documents that we send regarding the YFR program and its delivery.
2. Adhere to the steps outlined in the delivery of the YFR program in your area (see *Yellow Fish Road™* Partner Manual). Any alternative processes must be approved by the YFR Program Director before being implemented.
3. Ensure that TUC is recognized on all promotional media for the YFR program. (see *YFR Media and Communications*, in *Yellow Fish Road™* Partner Manual).
4. Send TUC all related statistics and participant contact information collected for the YFR program on a yearly basis (between April and November, or whenever the YFR program is implemented in your area), of booked and completed programs.
5. Seek permission from the YFR Director of Conservation Education to develop any YFR materials that are not issued by TUC.
6. Send TUC copies of any communications and media relating to YFR in your area (excluding communications regarding specific bookings of programs in your area).
7. Will not charge a fee for loaning out kits or for any associated programs delivered in conjunction with a YFR painting day. Any staff hours devoted to YFR are considered volunteer hours for TUC.

8. Inform TUC of any grant or funding applications that your organization would like to make for the YFR program in your area, *before submission*. As the funds would be granted to the YFR program, we are ultimately responsible for any spending and accounting of funds made in the name of the YFR program. TUC would also be responsible for sponsor recognition in any communications/media made on behalf of YFR.

In support of **The Corporation of the City of Sault Ste. Marie** as a YFR Partner, TUC agrees to:

1. Send and refill the necessary supplies as outlined in the *Yellow Fish Road™* Partner Manual. All other supplies must be supplied by your organization, though we will help you with funding wherever possible.
2. Send the most up-to-date copy of the YFR program manual and brochures for distribution in your area. You are responsible for the copying costs, though we may be able to help with printing costs wherever possible.
3. Add your municipality or region to the TUC insurance policy, as an additional insured, for the delivery of the YFR program in your area, if required.
4. Recognize your organization in promotional materials for your area.
5. Provide support and assistance in any way possible to ensure the success of the YFR program in your area.
6. Compile all statistics in an annual report.

With our concerted efforts, we hope to gain general public recognition of the YFR program across Canada, in order to increase the profile of the issues surrounding our watersheds. With a standardized program, we can guarantee that all of our partners are recognized, track statistics and ensure that appropriate messages are being delivered. We reserve the right to withdraw our support and materials, and TUC approval for your organization to deliver YFR, if the above conditions are not followed.

Once again, I would like to thank you for your support of Trout Unlimited Canada's *Yellow Fish Road™* program. We look forward to working with **The Corporation of the City of Sault Ste. Marie** for many years to come!

Sincerely, Lynn Robb *Yellow Fish Road™*
Director of Education,
Trout Unlimited Canada
E: lrobb@tucanada.org W: www.yellowfishroad.org

If you are in agreement with the above terms and conditions, please sign below and return two original copies of this letter to Trout Unlimited Canada.

Organization Name (Please Print): The Corporation of the City of Sault Ste. Marie	
Contact Name (Please Print): Christian Provenzano, Mayor	Date: May 25, 2015
Signature:	
Contact Name (Please Print): Malcolm White, City Clerk	Date: May 25, 2015
Signature:	
Organization Name (Please Print): Trout Unlimited Canada	
Contact Name (Please Print): Lynn Robb, Director of Education	Date:
Signature	

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-107

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of the Queen Street East Bike Lane on the south side of Queen Street East from Kohler Street to Pine Street and from Lake Street to Barber Boulevard to facilitate a running event.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF QUEEN STREET EAST**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of the Queen Street East Bike Lane on the south side of Queen Street East from Kohler Street to Pine Street and from Lake Street to Barber Boulevard from 9:00 a.m. to 11:00 a.m. on June 7, 2015 to facilitate a running event.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 25th day of May, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-108

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Queen Street East from Spring Street to Elgin Street to facilitate the celebrations for Reggie's Place 25 Year Celebration Event.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF QUEEN STREET EAST**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Queen Street East from Spring Street to Elgin Street from 3:30 p.m. to 11:30 p.m. on June 5, 2015 to facilitate the celebrations for Reggie's Place 25 Year Celebration Event.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 25th day of May, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\1. 2015\2015-108 TEMPORARY STREET CLOSING QUEEN ST E REGGIES PLACE.DOC

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-109

AGREEMENT: (E2.2) A by-law to authorize the execution of a contract between the City and Palmer Construction Group Inc. for the reconstruction of Huron Street (Queen Street to Cathcart Street). (Contract 2015-2E)

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract in the form of Schedule "A" attached hereto, dated May 25, 2015 and made between the City and Palmer Construction Group Inc. for the reconstruction of Huron Street (Queen Street to Cathcart Street). (Contract 2015-2E)

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 25th day of May, 2015.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

CORPORATION OF THE CITY OF SAULT STE. MARIE

**Contract No. 2015-2E
Reconstruction of Huron Street
(Queen Street to Cathcart Street)**

FORM OF AGREEMENT

This Agreement made (in triplicate) this 25th day of May in the year 2015 by and between

Palmer Construction Group Inc. hereinafter called the "Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and complete all the works shown and described in the contract documents entitled:

**CONTRACT NO. 2015-2E
RECONSTRUCTION OF HURON STREET
(QUEEN STREET TO CATHCART STREET)**

which have been signed in triplicate by both parties and which were prepared under the supervision of AECOM Canada Ltd., acting as agent and Contract Administrator and herein entitled, the Contract Administrator.

2. The Contractor will do and fulfill everything indicated by the "contract documents" including this Agreement, the General Conditions, Supplementary General Conditions, the Specifications, the Special Provisions, PUC Services Inc. Special Provisions, Instructions to Tenderers, Form of Tender, Addenda, if any, and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.

4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the contract documents. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.
7. All communications in writing between the Corporation, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by telegram addressed as follows:

The Corporation:	The Corporation of the City of Sault Ste. Marie P. O. Box 580 Civic Centre, 99 Foster Drive Sault Ste. Marie, Ontario P6A 5N1
------------------	--

The Contractor:	Palmer Construction Group Inc. 845 Old Goulais Bay Road Sault Ste. Marie, Ontario P6A 0B5
-----------------	--

The Contract Administrator:	AECOM Canada Ltd. 523 Wellington Street East Sault Ste. Marie, Ontario P6A 2M4
-----------------------------	---

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Mayor – Christian Provenzano

(seal)

City Clerk – Malcolm White

THE CONTRACTOR

Palmer Construction Group Inc.

Company Name

(seal)

Signature

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-110

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Huron Street from Queen Street to Cathcart Street from May 26, 2015 until October 31, 2015 to facilitate the reconstruction of Huron Street.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF HURON STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Huron Street from Queen Street to Cathcart Street from May 26, 2015 until October 31, 2015 to facilitate the reconstruction of Huron Street.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 25th day of May, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-111

AGREEMENT: (S3) A by-law to authorize the execution of an Agreement between the City and St. Vincent Place Sault Ste. Marie for funds through the Homelessness Partnering Strategy to provide funding for the St. Vincent's Place Men's Emergency Shelter.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 9 of the *Municipal Act, 2001*, S.O. 2001, c.25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an Agreement in the form of Schedule "A" attached hereto and dated the 1st day of April, 2015 and made between the City and St. Vincent Place Sault Ste. Marie for funds through the Homelessness Partnering Strategy to provide funding for the St. Vincent's Place Men's Emergency Shelter.

2. **SCHEDULE "A"**

Schedule "A" attached forms part of this by-law.

3. **EFFECTIVE DATE**

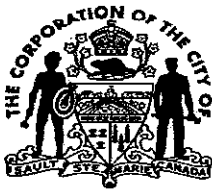
This by-law takes effect on the day of its final passing.

PASSED in open Council this 25th day of May, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\1. 2015\2015-111 HOMELESSNESS PARTNERING STRATEGY ST. VINCENT PLACE.DOC



Social Services Department Housing Programs

Homelessness Partnering Strategy (HPS)

This Agreement made the 1st day of April 2015.

BETWEEN:

CORPORATION OF THE CITY OF SAULT STE. MARIE
SOCIAL SERVICES DEPARTMENT- Housing Program Division
hereinafter called "Housing Programs"

-- and --

ST. Vincent Place Sault Ste. Marie
hereinafter called "Lead Agency"

WHEREAS it is the responsibility of Housing Programs to deliver the Homelessness Partnering Strategy (HPS) on behalf of Her Majesty The Queen In Right Of Canada, as represented by the Minister of Employment and Social Development Canada;

AND WHEREAS the Lead Agency has the ability to deliver services and supports under the priority "Homelessness Prevention Services and Supports" as outlined in the *Updated Community Plan, dated April 2011* and as outlined in the approved HPS proposal dated December 9, 2011;

Now therefore in consideration of the mutual covenants and agreements contained herein and subject to the terms and conditions hereinafter set out, Housing Programs and the Lead Agency agree as follows:

1. AGREEMENT

- 1.1 the following documents and any amendments thereto, constitute the entire agreement between the Lead Agency and Housing Programs with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and document collateral, oral or otherwise between them relation to its subject matter
 - a) These Articles of Agreement
 - b) Schedule "A"
 - c) Schedule "B"
 - d) Schedule "C"
 - e) Schedule "D"

2. ENGAGEMENT OF LEAD AGENCY

Housing Programs will administer HPS funds to the Lead Agency to deliver the Designated Program called "St Vincent's Place Men's Emergency Shelter" to address the priority "Shelter/Transitional Supports and Services".

3. EFFECTIVE DATE AND DURATION

This Agreement shall come into effect on the date it is signed by the last of the Parties to do so and shall expire at the end of the Designated Program period unless the Agreement is terminated on a prior date in accordance with the terms of this agreement.

4. DESIGNATED PROGRAM

The specific details of the Pauline's Place Youth Shelter Transitional Services including the program, terms, and special conditions are fully set out in Schedule "A" Schedule "B", "C" and Schedule "D" hereto attached.

5. COMMUNITY ENTITY ACCESS AND CONSULTATION

- (a) The Lead Agency will permit Housing Programs staff or Government of Canada staff to enter at reasonable times any premises used by the LEAD AGENCY in connection with the provision of service pursuant to this Agreement and under its control in order to observe and evaluate the services and inspect all records relating to the services provided pursuant to this Agreement. The Lead Agency will be given a minimum of 24 hours notice if visitation should occur.
- (b) The Lead Agency agrees that the staff providing services pursuant to this contract will, upon reasonable request, be available for consultation with Housing Programs or Government of Canada staff.

6. DISPOSITION OF CAPITAL ASSETS

- 6.1 During the Designated Program period, the Lead Agency shall preserve any capital asset purchased by the Lead Agency with funding provided under this Agreement and shall not dispose of it unless Housing Programs authorizes its disposition.
- 6.2 At the end of the Designated Project Period, or upon termination of this Agreement, if Earlier, Housing Programs reserves the right to direct the Lead Agency to dispose of any capital asset purchased by the Lead Agency with funding provided under this Agreement by:
 - a) Selling it, at fair market value and applying the funds realized from such sale to offset Housing Programs contribution to the Eligible expenditures;
 - b) turning it over to another organization or to an individual designated or approved by Housing Programs; or
 - c) Disposing of it in such other manner as may be determined by Housing Programs.

7. FINANCIAL RECORDS AND REPORTS

- (a) The Lead Agency will maintain financial records and books of account in accordance with Generally Accepted Accounting Principles (GAAP) respecting services provided pursuant to this contract for each site where service is being provided and will allow Housing Programs staff or such other persons appointed by Housing Programs or the Government of Canada to inspect and audit such books and records at all reasonable times both during the term of this Agreement and subsequent to its expiration or termination.
- (b) The accounts and records shall include all invoices, receipts and vouchers relating to the Transitional Skills Development Program and/or general operating expenditures and revenues, including funding received from other sources.
- (c) The Lead Agency will upon request submit to Housing Programs an audited financial statement within four (4) months of their year end and reconciliation report with respect to the services provided pursuant to this Agreement within two (2) months of this agreement ending.
- (d) The Lead Agency will retain the records and books of account referred to in Clause 7 (a) for a period of seven (7) years.
- (e) This section shall survive the termination of this Agreement.

8. PAYMENT FOR SERVICES

On behalf of Ministry of Employment and Social Development/Government of Canada, Housing Programs agrees to provide HPS funds up to a maximum of \$10,000.00 from April 1, 2015 to March 31, 2016.

9. TERMS OF PAYMENT

- 9.1 Subject to section 9.2 Housing Programs will make payments by way of advances. Each advance shall cover a quarterly/monthly period (hereinafter referred to as the "payment" during the Designated Program period.
- 9.2(1) subject to subsection (2), Housing Programs may, at any time and in its sole discretion,
- (a) Change the basis of payments of its contribution to the Lead Agency to advances for any period during the Designated Program period, or
 - (b) Change the Payment Period to a quarterly/monthly period, or
 - (c) Or change both (a) and (b)
- (2) Where Housing Programs decides to make a payment change pursuant to subsection (1), Housing Programs shall notify the Lead Agency in writing of the change and of the period during which the change will be applicable.
- (3) For the purposes of this Schedule:
- "monthly period"** means a calendar month that falls within the Designated Program period or, if the calendar month falls only partially within the Designated Program period, such portion thereof, and
- "quarterly period"**, in relation to a series of consecutive three-month periods encompassing the Service Program period and beginning on the first day of the calendar month determined by the Housing Programs for the purposes of administering this agreement, means such a quarter that falls within the Service Program period or, if the quarter falls only partially within the Service Program period, such portion thereof.
- 9.3 Where Housing Programs makes payments of its contribution to the Lead Agency by way of advances,
- (a) Each advance shall cover the Lead Agency's estimated financial requirements for each Payment period. Such estimates shall be based on a cash flow forecast that, in the opinion of the Housing Programs, is reliable and up-to-date; and
 - (b) If the amount of an advance payment for a Payment Period exceeds the actual amount of Eligible Expenditures as per Schedule B incurred by the Lead Agency during the Payment Period, Housing Programs reserves the right to deduct the excess from any subsequent advance payment to be made under this Agreement.
- 9.4 Housing Programs may withhold payment pending the receipt of monthly progress/program statistics financial expenditures. Financial expenditures must include copies of pertinent invoices. Housing Programs agrees that it will not act unreasonably in exercising its right to withhold payment under this clause.

10. REPAYMENT

Either during the Project Period or upon the expiry or termination of this Agreement, the Lead Agency shall repay to Housing Programs, upon written notice to this effect, any amount paid to the Lead Agency, together with any interest earned thereon, as per Housing Programs Interest By-law of 12%, which is deemed to be part payment of the contribution under section 8, and exceeds the amount to which the Lead Agency is entitled under this Agreement. Without limiting the generality of the foregoing, amounts to which the Lead Agency is not entitled include;

- a) the amount of any unspent advances of the contribution remaining in the hands of the Lead Agency;
- b) amounts paid in error or in excess of the amount of the cost actually incurred;
- c) amounts paid in respect of costs which are subsequently determined by Housing Programs to be ineligible.

Such amounts are debts due to Housing Programs and the Government of Canada.

11. SERVICE RECORDS

In the event the Lead Agency ceases operation, either in full or the funded program, it is agreed that the Lead Agency will not dispose of any records related to the services provided for under this Agreement without the prior consent of Housing Programs and/or the Government of Canada, which may be given subject to such conditions as Housing Programs and/or Government of Canada deems advisable.

12. INSURANCE

The Lead Agency shall arrange and maintain appropriate comprehensive general liability insurance coverage to cover claims for bodily injury or property damage resulting from anything done or omitted by the Lead Agency or its employees, agents or service participants, if any, in carrying out the Designated Program activity. A minimum of two (2) million dollars comprehensive general liability insurance coverage will be required during the term of this agreement. Verification of insurance coverage shall be provided to the Agent within 30 days of the signing of this agreement. The Lead Agency shall notify Housing Programs forthwith of any lapse or termination of any such insurance.

13. RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF HOUSING PROGRAMS

The management and supervision of the Designated Program are the sole and absolute responsibility of the Lead Agency. The Lead Agency is not in any way authorized to make a promise, agreement or contract on behalf of Housing Programs. This Agreement is a funding agreement only for the delivery of the Designated Program only and not a contract for employment. Housing Programs responsibility is limited to providing financial assistance to the Lead Agency towards the Eligible Designated Program Expenditures. The parties hereto declare that nothing in this agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Lead Agency shall not represent itself as an agent, employee or partner of Housing Programs.

14. CONFIDENTIALITY

The parties and their directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than Housing Programs staff at any time during or following the term of this Agreement, except where required by law, any information or document that tends to identify any individual in receipt of services without obtaining the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information or document. Where the Lead Agency is an "institution" as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, the provisions of such Act with respect to the disclosure or release of information may apply.

15. CONFLICT OF INTEREST

The Lead Agency, any of its sub-contractors and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services to Housing Programs where such activity or the provision of such services creates a conflict of interest (actually or potentially in the sole opinion of Housing Programs) with the provision of services pursuant to the Agreement. The Lead Agency acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the Corporation of the City of Sault Ste Marie and/or Social Services Department relevant to the services where Housing Programs has not specifically authorized such use.

16. FREEDOM OF INFORMATION

Any information collected by the Lead Agency pursuant to this Agreement is subject to the rights and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act*.

17. NON ASSIGNMENT

The Lead Agency shall not assign this Agreement, or any part thereof, without the prior written approval of Housing Programs.

18. DISPUTE RESOLUTION

Housing Programs and the Lead Agency agree that alternate dispute resolution processes such as mediation, appointment of a neutral third party evaluator or arbitration may be preferable to litigation as a way to resolve disputes that may arise under this Agreement and they agree to give good faith consideration to having to resort to an alternate dispute resolution process before initiating legal or other proceedings to deal with any such disputes.

19. LAWS

The Lead Agency shall carry out the project activities in compliance with all applicable Federal, Provincial, and Municipal laws, By-laws, and regulations, including any environmental legislation. The Lead Agency shall obtain, prior to the commencement of the project, all permits, licenses, consents and other authorizations deemed necessary to carrying out of the project.

20. TERM OF AGREEMENT

The term of this Agreement is from April 1, 2015 until March 31, 2017 with an option to renew.

21. REDUCTION OR TERMINATION OF FUNDING

21.1 If

- (a) The Designated Program named in this agreement is cancelled,
- (b) The level of funding for the Designated Program named in this Agreement for any Fiscal Year in which payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision.

Housing Programs may, upon not less than thirty (30) days' notice, reduce the funding under this agreement or terminate the Agreement.

- 21.2 Where, pursuant to section 21.1, Housing Programs gives notice of its intention to reduce its funding, and where, as a result of the reduction in funding, the Lead Agency is of the opinion that it will be unable to complete the Transitional Designate Program or will be unable to complete the Designated Program in the manner desired by Lead Agency, the Lead Agency shall notify Housing Programs of same as soon as possible after receiving notice of the funding reduction and may, upon not less than thirty (30) days written notice to Housing Programs, terminate the agreement.

22. TERMINATION OF AGREEMENT

Termination for Default

- 22.1. (a) The following constitute Event of default:

- I. The Lead Agency becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of the statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Lead Agency;
- II. The Lead Agency ceases to operate;

- III. The Lead Agency is in breach of the performance of, or compliance with, any provision of this Agreement;
 - IV. The Lead Agency, in support of its application for Housing Programs contribution or in connection with this Agreement, has made materially false and misleading representations, statements or declarations, or provided materially false and misleading information to Housing Programs; or
 - V. In the opinion of Housing Programs there is a material adverse change in the risk in the Lead Agencies ability to complete the Designated Program or to achieve the expected results of the project set out in accompanying schedules.
- (b) If
- I. An Event of default specified in paragraph 22.1(a), I or II occurs; or
 - II. An Event of Default specified in paragraphs 22.1(a), III, IV or V occurs and has not been remedied within thirty (30) days of receipt by the Lead Agency of written notice of default, or a plan satisfactory to Housing Programs to remedy such Event of default has not been put into place within such time period,

Housing Programs may, in addition to any remedies otherwise available, immediately terminate the agreement by written notice. Upon providing such notice of termination, Housing Programs shall have no obligation to make any further contribution to the Lead Agency.

- (c) In the event Housing Programs gives the Lead Agency written notice of default pursuant to paragraph 22(b)II, Housing Programs may suspend any further payment under this agreement until the end of the period given the Lead Agency to remedy the event of Default.
- (d) The fact that Housing Programs refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Housing Programs shall not prevent Housing Programs in any way from later exercising any other right or remedy under this Agreement or other applicable law.

Termination for Convenience

- 22.2 Either party may terminate this Agreement in whole or in part with respect to the provisions of any particular service upon thirty (30) days written notice to the other party. If the Agreement is terminated in part, all obligations with respect to the provisions of all other services continue in full force and effect.

23. COMMUNICATION

- 23.1 a requirement that the Lead Agency notify Housing Programs twenty (20) working days in advance of any and all communications activities, publications, advertising and press releases planned by the Lead Agency relating to the Designated Program; and
- 23.2 a requirement for the Lead Agency to cooperate with representatives of Canada during any official news releases or ceremonies relating to the announcement of the Designated Program.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals on the date written below.

DATED at Sault Ste Marie, Ontario this _____ day of _____ 2015.

SIGNED, SEALED AND DELIVERED	)	Corporation of the City of Sault Ste. Marie
	)	Per:
	)	
	)	
_____	)	_____
WITNESS	)	Christian Provenzano
	)	Mayor
	)	
	)	
_____	)	_____
WITNESS	)	Malcolm White
	)	City Clerk

DATED at Sault Ste Marie, Ontario this _____ day of _____ 2015.

	)	LEAD AGENCY
	)	Per:
	)	
	)	
_____	)	_____
WITNESS	)	Nat Chicceli
	)	General Manager

SCHEDULE "A"

Community Objective:

To undertake a well planned, coordinated and economical approach to the delivery of programs, services and supports to those who are homeless or at risk of homelessness to move from crisis to prevention, and ultimate self sufficiency.

HPS Strategy

The Homelessness Partnering Strategy (HPS) aims to prevent and reduce homelessness across Canada. It does so by developing partnerships that contribute to a sustainable and comprehensive continuum of supports to help homeless individuals move towards self-sufficiency and to prevent those at risk from becoming homeless.

Beneficiaries

Homeless individuals and families and those at risk of homelessness.

Program Specifics

Priority:

Shelter/Transitional Services and Supports

Objectives:

Reduce recidivism rate by 5%

Activities:

- Provide individualized case management
- Enhance and maintain existing core services
- Provide ongoing assistance and supports, including but not limited to:
 - Needs assessment
 - Case history & review
 - Basic living skills
 - Program participation
 - Agency referrals
 - Housing/Employment/Education support
 - Transportation assistance
 - Discharge planning
 - Post discharge support
- Basic services include, but not limited to:
 - Housing (obtaining and retaining)
 - Community Resources Support (understanding where and WHEN to go for help)
 - Budgeting & Financial Security assistance (how to plan and stick to it)
 - Educational Support (Completing and Furthering)
 - Meal Planning (nutritional and budgetary)
 - Facilitate community presentations and partnerships
- Complete a three month follow up for each individual assisted to independent housing

Indicators:

- Length of time in days or months that people remain in emergency or transitional beds
- Number of repeat residents accessing the shelter 2012 vs. 2013, 2013 vs. 2014.

Key Outcomes:

- Reduction of homelessness and transitions to housing stability
- Prevention of homelessness (decrease in recidivism rate)
- Social integration
- Increased access to other services

Sustainability

We hope to increase our community profile through this program thus making future fundraising more successful, leading to long term sustainability. We will continue to explore ALL funding opportunities to increase our annual operating budget.

SCHEDULE "B"

Interpretation

1. Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:
 - (a) "Community Plan" means the community plan designed to reduce and prevent homelessness that has been developed and approved.
 - (b) "Eligible Costs" mean costs incurred by the Lead Agency to cover all or a portion of the costs associated with planning, organizing, operating, delivering and evaluating eligible activities. It includes internal administrative costs, such as the cost of an auditor, when these administrative costs relate to the Lead Agency obligations under this Agreement. These administrative costs should not exceed 15% of the overall Project cost. Eligible Costs do not include administrative costs of the Lead Agency when the Lead Agency is carrying out a Project.
 - (c) "Fiscal year" means the period beginning on April 1 in one calendar year and ending on March 31 in the next calendar year
 - (d) "Project" means a project carried out by the Lead Agency which falls within the scope of the Community Plan and involves activities that fall within the scope of Eligible HPI Project Activities as described in Project Activities

Eligible Costs

General Conditions

1. Subject to the conditions in this section and sections 2 to 6 of this Schedule, the costs set out in the Expenditure Plans below are Eligible Costs for the purposes of this Agreement, subject to change only with Housing Programs' written approval. For greater certainty, any costs not specifically listed in the Expenditure Plans shall be ineligible unless authorized in writing by Housing Programs prior to being incurred. Eligible Costs can be listed or described generically or very specifically but should relate to the approved activities.
2. Costs are Eligible Costs only if they are, in the opinion of Housing Programs,
 - (a) directly related to the Project activities, and
 - (b) reasonable.
3.
 - (a) Subject to subsections (2), only those costs with respect to which the Lead Agency has incurred during the Project Period and received goods and services by the end of the Project Period are Eligible Costs. No costs incurred prior to or following the Project Period are Eligible Costs.
 - (b) If under the terms of this Agreement, the Lead Agency is required to provide to Housing Programs an audit report following the expiry of the Project Period and if the cost of the audit is otherwise an Eligible Cost, the cost of the audit is an Eligible Cost notwithstanding that it is incurred outside the Project Period.
 - (c) If under the terms of this Agreement, the Lead Agency is required to provide to Housing Programs a follow-up evaluation following the expiry of the Project Period and if the cost of the follow-up evaluation is otherwise an Eligible Cost, the cost of the follow-up evaluation is an Eligible Cost notwithstanding that it is incurred outside the Project Period.
 - (d) For clarity purposes, costs incurred by the Lead Agency in retaining the services of a licensed accounting firm pursuant to the approved activities are Eligible Costs under this Agreement as well as the cost of any auditor's report.
4. The portion of the cost of any goods and services purchased by the Lead Agency for which the Lead Agency may claim a GST/HST input tax credit or rebate is excluded from Eligible Costs and is not eligible for reimbursement under this Agreement. The Lead Agency shall, as far as reasonable and practical, take advantage of any GST/HST rebates or input tax credits that may be available to them.
5. The portion of any cost in respect of which the Lead Agency has received, or is entitled to receive, a contribution from another level of government or other source is not eligible for reimbursement.

Budget Flexibility

6. Provided that the adjustments do not result in any increase in the amount of total HPS contribution, the Lead Agency may make adjustments to vary, by up to 10%, the amount allocated for the following cost categories:
- (a) Professional Fees
 - (b) Travel
 - (c) Audit Costs
 - (d) Other Activity Related to Direct Eligible Costs

Housing Programs must be advised in writing of any adjustments.

Eligible HPS Activities include:

7. Capital Investments (e.g., pre-development, purchase, construction, renovation and purchase of appliances and furniture)
- (a) Emergency shelter facilities
 - (b) Transitional housing facilities
 - (c) Supportive housing facilities
 - (d) Non-residential facilities
8. Client Services
Activities may include:
- (a) Assistance to address basic needs such as shelter and food services;
 - (b) Individual support services and other case-managed support services (including referrals to treatment or health services);
 - (c) assistance with housing placement and housing retention e.g., services to transition people out of homelessness, or help those at imminent risk of homelessness to remain housed;
 - (d) bridging to existing employment programs or removing barriers to employment or skill enrichment to facilitate labour market readiness.
9. Community Coordination, Partnership Development and Data Management
Activities may include:
- (a) Coordination of community consultation; community planning; and needs assessment
 - (b) Local research and information collection and sharing (specific to the particular community);
 - (c) Partnership and network development; and coordination of service provision; and
 - (d) Emergency shelter usage data collection activities; data development; data coordination activities; and reporting on, for example, progress against Community Performance Indicators, once developed and implemented.

Eligible Project Costs

10. Specific costs may include, but are not limited to:
- (a) rented space to hold consultations or public meetings;
 - (b) costs associated with conducting focus groups to inform research or the planning or assessment process;
 - (c) the hiring of a consultant to facilitate the planning process and to draft the plan under the community's direction;
 - (d) costs associated with publication and distribution of the community plan (e.g., layout, printing, postage, translation, etc.);
 - (e) architectural costs for new buildings or construction;
 - (f) property zoning and/or property assessment activities;
 - (g) wages and mandatory employment-related costs (MERCs) for staff directly involved in project activities;
 - (h) purchase or lease of land;
 - (i) purchase or lease of buildings;
 - (j) capital assets, furniture, appliances, fixtures;
 - (k) honoraria;
 - (l) costs of building, buying, renovating or making additions to shelter space, supportive or transitional housing;
 - (m) supplies and equipment required to carry out an approved project;
 - (n) food, clothing, personal and household items to help people who are homeless or at risk of becoming homeless;
 - (o) costs associated with the provision of emergency assistance to assist homeless people or those at risk of homelessness to secure housing or housing-related services. These

funds are not to be disbursed directly to individuals, but used for costs and services associated with their needs;

- (p) costs associated with conferences;
- (q) disbursements for research or technical studies;
- (r) research materials;
- (s) costs for continuum of support activities and services such as interpersonal support, outreach support activities and enhancing the skills of the front-line staff of service organizations that work directly with the homeless population; and
- (t) costs associated with emergency shelter usage data collection activities; data development; data coordination activities; and reporting on progress against community performance indicators.

Administrative Costs

11. Eligible administrative costs include, but are not limited to:

- (a) wages and MERCS for administrative staff;
- (b) fringe benefits;
- (c) administrative support and supplies;
- (d) licenses, permits and fees for professional service;
- (e) disability needs;
- (f) banking fees and interest charges;
- (g) utilities, office supplies, travel, insurance, rental of office space, leasing or purchase of office equipment, costs of audits, evaluations and assessments;

12. Ineligible Costs

The following costs are NOT Eligible Costs:

- (a) entertainment expenses;
- (b) donations;
- (c) fines and penalties;
- (d) membership fees for clubs;
- (e) costs of constructing, buying, or renovating of buildings for use as permanent housing for homeless people
- (f) expenses related to affordable housing;
- (g) expenses related to social housing.

13. Recognition to the Government of Canada

It is a requirement that Lead Agency give appropriate recognition of the contribution of Canada to the designated project in its publicity and signage relating to the project, including any information provided to the public on any web site maintained by the LEAD AGENCY.

14. Lobbyist's Registration and Lobbyist's Contingency Fees

The Recipient declares that any person who has been lobbying on its behalf to obtain the contribution that is the subject of the Agreement was in compliance with the provisions of the Lobbying Act R.S.1985 c. 44 (4th Supp.) at the time the lobbying occurred and that any such person to whom the Lobbying Act R.S.1985 c. 44 (4th Supp.) Applies has or will receive no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

15. Results Accountability Criteria and Targets

- (a) The Lead Agency is responsible to report on its progress in achieving the priorities, targets and expected outcomes as specified in the Community Plan and their respective approved activities.
- (b) The Lead Agency agrees to assist Housing Programs in completing the Expected Results Report and the Final Results Report. The services provided under this agreement will be evaluated and assessed monthly based on program statistics, financial expenditures, gaps filled and gaps identified.
- (c) The Lead Agency recognizes the need to demonstrate results that show it is succeeding in addressing the homelessness needs of the community it serves and is accountable to. For the purpose of demonstrating such results, Housing Programs and the Lead Agency agree to use the following short-term performance indicators for measuring the results of the activities identified in the Community Plan on Homelessness.

16. Project Evaluation

- (a) Housing Programs will carry out an evaluation of the effectiveness of the approved activities in addressing the needs of the homeless and those at risk of homelessness. The Lead Agency shall cooperate with Housing Programs and if requested, the Government of Canada, in the conduct of any such evaluation. This cooperation may include, but is not limited to, providing Housing Programs, its representatives, or the Government of Canada with access to staff and records. The Lead Agency approves Housing Programs to provide their contact information to the Government of Canada, if applicable.
- (b) The Lead Agency will maintain uniform records and statistics of client activity, including information such as:
- o Gender
 - o Age
 - o Marital Status
 - o Single/family/number of dependants
 - o Aboriginal/non-aboriginal
 - o Recent Immigrant/Refugee
 - o Resident/non-resident
 - o Level of education
 - o Employment status
 - o Current income source(s)
 - o Reasons for requiring assistance
 - o Services provided (including referrals to other agencies)
 - o Presenting issues, if applicable
 - o Length of time services provided
 - o Frequency of use of service (first time or recurring client)
 - o Reason for discharge, if applicable

17. Environmental Protection

The Lead Agency shall:

- o Maintain and implement any and all environmental protection measures prescribed by the Canadian Environmental Assessment Act for ensuring that the harm to the environment resulting from the Sub-Projects, if any, will remain minimal;
- o Ensure that all environmental protection measures, standards and rules relating to the approved activities established by competent authorities are respected; and
- o Upon written request from Housing Programs or Government of Canada, produce any certificates, licenses, and other authorizations required, in respect of the rules relating to environmental protection.

SCHEDULE "C"

COMMUNITY ENTITY

Name: City of SSM Housing Programs Division
ADDRESS: 180 Brock Street
Sault Ste Marie, ON P6A 3B7
CONTACT PERSON: Joanne Pearson
PHONE: 705-759-5204
FAX: 705-759-5212
EMAIL: j.pearson@cityssm.on.ca

LEAD AGENCY

NAME: Vincent Place Men's Shelter
ADDRESS: 222 Albert St. East
Sault Ste. Marie P6A 2J4
CONTACT PERSON: Nat Ciccelli, General Manager
PHONE: 705-253-2770
FAX: 705-253-2827
EMAIL: natvincentplace@shaw.ca

1.0 DESIGNATED PROGRAM PERIOD

The term of this Agreement is from April 1, 2015 until March 31, 2017 with an option to renew.

2.0 MAXIMUM CONTRIBUTION OF HOUSING PROGRAMS

The total maximum amount of Housing Programs contribution towards Eligible Expenditures of the Designated Program is \$10,000.00.

3.0 PAYMENT FOR SERVICES

Housing Programs agrees to issue quarterly payments of \$2,500.00 to the Lead Agency.

4.0 DESIGNATED PROGRAM

- 4.1 The Lead Agency agrees to provide financial supports for the Designated Program called the Homelessness Partnering Strategy (HPS) for purpose of the service category Transitional Services and Supports in accordance with schedule "A", "B", "C" and "D".

5. REPORTING CRITERIA

- 5.1 Monthly activity reporting to the Community and Tenant Coordinator shall be completed electronically and submitted by PDF file no later than 10 working days following the end of the previous month as per the attached schedule "D" HPS Reporting Template.
- 5.2 Quarterly expenditures with relevant invoices and program statistics are to be sent to Housing Programs no later than 10 working days following the end of the previous month.
- 5.3 The Lead Agency shall utilize the Homeless Individuals and Families Information System (HIFIS) and enter all data in the required data fields as per Housing Programs direction on a daily basis. The Service Provider agrees to abide by the Data provision Agreement as per Human Resources and Skills Development Canada.

6.0 OPERATING REQUIREMENTS

- 6.1** The Lead Agency shall operate the emergency shelter as per the district of Sault Ste. Marie Emergency Shelter Guidelines.

7.0 MEETINGS AND TRAINING

- 7.1** The Lead Agency agrees to participate in any training provided free of charge by Housing Programs.
- 7.2** The Lead Agency agrees to ensure the minimum attendance of the Executive Director or appropriate alternate for all meetings arranged by Housing Programs in regards to the delivery of the "Designated Program".

Organization:

DEMOGRAPHICS	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Total
Gender													
Females													0
Males													0
Transgendered													0
Age Range													
15-30													0
31-64													0
65+													0
Special Needs													
People with Addictions													0
People with Physical Needs													0
People with Developmental Disabilities													0
People with Mental Health Issues													0
People with HIV/AIDS, Infectious Disease													0
Pregnant Women													0
Victims of Domestic Violence													0
People who Identify as GLBT													0
Populations of Interest													
Aboriginal Peoples													0
Immigrants													0
Refugees													0
War Veterans													0
ECONOMIC OUTCOMES													
Changes in Income													
No Income to social assistance													0

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-112

AGREEMENT: (S3) A by-law to authorize the execution of an Agreement between the City and John Howard Society of Sault Ste. Marie & District for funds through the Homelessness Partnering Strategy to provide for the position of Community Housing Support Worker.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 9 of the *Municipal Act, 2001*, S.O. 2001, c.25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an Agreement in the form of Schedule "A" attached hereto and dated the 1st day of April, 2015 and made between the City and John Howard Society of Sault Ste. Marie & District for funds through the Homelessness Partnering Strategy to provide for the position of Community Housing Support Worker.

2. **SCHEDULE "A"**

Schedule "A" attached forms part of this by-law.

3. **EFFECTIVE DATE**

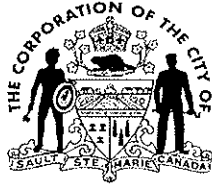
This by-law takes effect on the day of its final passing.

PASSED in open Council this 25th day of May, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\1. 2015\2015-111 HOMELESSNESS PARTNERING STRATEGY ST. VINCENT PLACE.DOC



Social Services Department Housing Programs

Homelessness Partnering Strategy (HPS)

This Agreement made the 1st day of April 2015.

B E T W E E N:

CORPORATION OF THE CITY OF SAULT STE. MARIE
SOCIAL SERVICES DEPARTMENT- Housing Program Division
hereinafter called "Housing Programs"

-- and --

JOHN HOWARD SOCIETY OF SAULT STE. MARIE & DISTRICT
hereinafter called "Lead Agency"

WHEREAS it is the responsibility of Housing Programs to deliver the Homelessness Partnering Strategy (HPS) on behalf of Her Majesty The Queen In Right Of Canada, as represented by the Minister of Employment and Social Development Canada;

AND WHEREAS the Lead Agency has the ability to deliver services and supports under the priority "Homelessness Prevention Services and Supports" as outlined in the *Updated Community Plan, dated April 2011* and as outlined in the approved HPS proposal dated December 9, 2011;

Now therefore in consideration of the mutual covenants and agreements contained herein and subject to the terms and conditions hereinafter set out, Housing Programs and the Lead Agency agree as follows:

1. AGREEMENT

- 1.1 the following documents and any amendments thereto, constitute the entire agreement between the Lead Agency and Housing Programs with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and document collateral, oral or otherwise between them relation to its subject matter
 - a) These Articles of Agreement
 - b) Schedule "A"
 - c) Schedule "B"
 - d) Schedule "C"
 - e) Schedule "D"

2. ENGAGEMENT OF LEAD AGENCY

Housing Programs will administer HPS funds to the Lead Agency to provide the position of "Community Housing Support Worker" to improve the self-sufficiency of homeless individuals and families and those at imminent risk of homelessness through individualized services:

3. EFFECTIVE DATE AND DURATION

This Agreement shall come into effect on the date it is signed by the last of the Parties to do so and shall expire at the end of the Designated Program period unless the Agreement is terminated on a prior date in accordance with the terms of this agreement. Page 270 of 340

4. DESIGNATED PROGRAM

The specific details of the position of the Shelter Coordinator/Transitional Case Manager including the program, terms, and special conditions are fully set out in Schedule "A" Schedule "B", "C" and Schedule "D" hereto attached.

5. COMMUNITY ENTITY ACCESS AND CONSULTATION

- (a) The Lead Agency will permit Housing Programs staff or Government of Canada staff to enter at reasonable times any premises used by the Lead Agency in connection with the provision of service pursuant to this Agreement and under its control in order to observe and evaluate the services and inspect all records relating to the services provided pursuant to this Agreement. The Lead Agency will be given a minimum of 24 hours notice if visitation should occur.
- (b) The Lead Agency agrees that the staff providing services pursuant to this contract will, upon reasonable request, be available for consultation with Housing Programs or Government of Canada staff.

6. DISPOSITION OF CAPITAL ASSETS

- 6.1 During the Designated Program period, the Lead Agency shall preserve any capital asset purchased by the Lead Agency with funding provided under this Agreement and shall not dispose of it unless Housing Programs authorizes its disposition.
- 6.2 At the end of the Designated Project Period, or upon termination of this Agreement, if Earlier, Housing Programs reserves the right to direct the Lead Agency to dispose of any capital asset purchased by the Lead Agency with funding provided under this Agreement by:
 - a) Selling it, at fair market value and applying the funds realized from such sale to offset Housing Programs contribution to the Eligible expenditures;
 - b) turning it over to another organization or to an individual designated or approved by Housing Programs; or
 - c) Disposing of it in such other manner as may be determined by Housing Programs.

7. FINANCIAL RECORDS AND REPORTS

- (a) The Lead Agency will maintain financial records and books of account in accordance with Generally Accepted Accounting Principles (GAAP) respecting services provided pursuant to this contract for each site where service is being provided and will allow Housing Programs staff or such other persons appointed by Housing Programs or the Government of Canada to inspect and audit such books and records at all reasonable times both during the term of this Agreement and subsequent to its expiration or termination.
- (b) The accounts and records shall include all invoices, receipts and vouchers relating to the Transitional Skills Development Program and/or general operating expenditures and revenues, including funding received from other sources.
- (c) The Lead Agency will upon request submit to Housing Programs an audited financial statement within four (4) months of their year end and reconciliation report with respect to the services provided pursuant to this Agreement within two (2) months of this agreement ending.
- (d) The Lead Agency will retain the records and books of account referred to in Clause 7 (a) for a period of seven (7) years.
- (e) This section shall survive the termination of this Agreement.

8. PAYMENT FOR SERVICES

On behalf of Ministry of Employment and Social Development/Government of Canada, Housing Programs agrees to provide HPS funds up to a maximum of \$51,200.00 from April 1, 2015 to March 31, 2016.

9. TERMS OF PAYMENT

9.1 Subject to section 9.2 Housing Programs will make payments by way of advances. Each advance shall cover a quarterly/monthly period (hereinafter referred to as the "payment" during the Designated Program period.

9.2(1) subject to subsection (2), Housing Programs may, at any time and in its sole discretion,

(a) Change the basis of payments of its contribution to the Lead Agency to advances for any period during the Designated Program period, or

(b) Change the Payment Period to a quarterly/monthly period, or

(c) Or change both (a) and (b)

(2) Where Housing Programs decides to make a payment change pursuant to subsection (1), Housing Programs shall notify the Lead Agency in writing of the change and of the period during which the change will be applicable.

(3) For the purposes of this Schedule:

"monthly period" means a calendar month that falls within the Designated Program period or, if the calendar month falls only partially within the Designated Program period, such portion thereof, and

"quarterly period", in relation to a series of consecutive three-month periods encompassing the Service Program period and beginning on the first day of the calendar month determined by the Housing Programs for the purposes of administering this agreement, means such a quarter that falls within the Service Program period or, if the quarter falls only partially within the Service Program period, such portion thereof.

9.3 Where Housing Programs makes payments of its contribution to the Lead Agency by way of advances,

(a) Each advance shall cover the Lead Agency's estimated financial requirements for each Payment period. Such estimates shall be based on a cash flow forecast that, in the opinion of the Housing Programs, is reliable and up-to-date; and

(b) If the amount of an advance payment for a Payment Period exceeds the actual amount of Eligible Expenditures as per Schedule B incurred by the Lead Agency during the Payment Period, Housing Programs reserves the right to deduct the excess from any subsequent advance payment to be made under this Agreement.

9.4 The Housing Programs may withhold payment pending the receipt of monthly progress/program statistics financial expenditures. Financial expenditures must include copies of pertinent invoices. Housing Programs agrees that it will not act unreasonably in exercising its right to withhold payment under this clause.

10. REPAYMENT

Either during the Project Period or upon the expiry or termination of this Agreement, the Lead Agency shall repay to Housing Programs, upon written notice to this effect, any amount paid to the Lead Agency, together with any interest earned thereon, as per Housing Programs Interest By-law of 12%, which is deemed to be part payment of the contribution under section 8, and exceeds the amount to which the Lead Agency is

entitled under this Agreement. Without limiting the generality of the foregoing, amounts to which the Lead Agency is not entitled include;

- a) the amount of any unspent advances of the contribution remaining in the hands of the Lead Agency;
- b) amounts paid in error or in excess of the amount of the cost actually incurred;
- c) amounts paid in respect of costs which are subsequently determined by Housing Programs to be ineligible.

Such amounts are debts due to Housing Programs and the Government of Canada.

11. SERVICE RECORDS

In the event the Lead Agency ceases operation, either in full or the funded program, it is agreed that the Lead Agency will not dispose of any records related to the services provided for under this Agreement without the prior consent of Housing Programs and/or the Government of Canada, which may be given subject to such conditions as Housing Programs and/or Government of Canada deems advisable.

12. INSURANCE

The Lead Agency shall arrange and maintain appropriate comprehensive general liability insurance coverage to cover claims for bodily injury or property damage resulting from anything done or omitted by the Lead Agency or its employees, agents or service participants, if any, in carrying out the Designated Program activity. A minimum of two (2) million dollars comprehensive general liability insurance coverage will be required during the term of this agreement. Verification of insurance coverage shall be provided to the Agent within 30 days of the signing of this agreement. The Lead Agency shall notify Housing Programs forthwith of any lapse or termination of any such insurance.

13. RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF HOUSING PROGRAMS

The management and supervision of the Designated Program are the sole and absolute responsibility of the Lead Agency. The Lead Agency is not in any way authorized to make a promise, agreement or contract on behalf of Housing Programs. This Agreement is a funding agreement only for the delivery of the Designated Program only and not a contract for employment. Housing Programs responsibility is limited to providing financial assistance to the Lead Agency towards the Eligible Designated Program Expenditures. The parties hereto declare that nothing in this agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Lead Agency shall not represent itself as an agent, employee or partner of Housing Programs.

14. CONFIDENTIALITY

The parties and their directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than Housing Programs staff at any time during or following the term of this Agreement, except where required by law, any information or document that tends to identify any individual in receipt of services without obtaining the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information or document. Where the Lead Agency is an "institution" as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, the provisions of such Act with respect to the disclosure or release of information may apply.

15. CONFLICT OF INTEREST

The Lead Agency, any of its sub-contractors and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services to Housing Programs where such activity or the provision of such services creates a conflict of interest (actually or potentially in the sole opinion of Housing Programs) with the provision of services pursuant to the Agreement. The Lead Agency acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the Corporation of the City of Sault Ste Marie and/or Social Services Department relevant to the services where Housing Programs has not specifically authorized such use.

16. FREEDOM OF INFORMATION

Any information collected by the Lead Agency pursuant to this Agreement is subject to the rights and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act*.

17. NON ASSIGNMENT

The Lead Agency shall not assign this Agreement, or any part thereof, without the prior written approval of Housing Programs.

18. DISPUTE RESOLUTION

Housing Programs and the Lead Agency agree that alternate dispute resolution processes such as mediation, appointment of a neutral third party evaluator or arbitration may be preferable to litigation as a way to resolve disputes that may arise under this Agreement and they agree to give good faith consideration to having to resort to an alternate dispute resolution process before initiating legal or other proceedings to deal with any such disputes.

19. LAWS

The Lead Agency shall carry out the project activities in compliance with all applicable Federal, Provincial, and Municipal laws, By-laws, and regulations, including any environmental legislation. The Lead Agency shall obtain, prior to the commencement of the project, all permits, licenses, consents and other authorizations deemed necessary to carrying out of the project.

20. TERM OF AGREEMENT

The term of this Agreement is from April 1, 2015 until March 31, 2017 with an option to renew.

21. REDUCTION OR TERMINATION OF FUNDING

21.1 If

- (a) The Designated Program named in this agreement is cancelled,
- (b) The level of funding for the Designated Program named in this Agreement for any Fiscal Year in which payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision.

Housing Programs may, upon not less than thirty (30) days' notice, reduce the funding under this agreement or terminate the Agreement.

- 21.2 Where, pursuant to section 21.1, Housing Programs gives notice of its intention to reduce its funding, and where, as a result of the reduction in funding, the Lead Agency is of the opinion that it will be unable to complete the Transitional Designate Program or will be unable to complete the Designated Program in the manner desired by Lead Agency, the Lead Agency shall notify Housing Programs of same as soon as possible after receiving notice of the funding reduction and may, upon not less than thirty (30) days written notice to Housing Programs, terminate the agreement.

22. TERMINATION OF AGREEMENT

Termination for Default

22.1. (a) The following constitute Event of default:

- I. The Lead Agency becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of the statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Lead Agency;
- II. The Lead Agency ceases to operate;

- III. The Lead Agency is in breach of the performance of, or compliance with, any provision of this Agreement;
- IV. The Lead Agency, in support of its application for Housing Programs contribution or in connection with this Agreement, has made materially false and misleading representations, statements or declarations, or provided materially false and misleading information to Housing Programs; or
- V. In the opinion of Housing Programs there is a material adverse change in the risk in the Lead Agencies ability to complete the Designated Program or to achieve the expected results of the project set out in accompanying schedules.

(b) If

- I. An Event of default specified in paragraph 22.1(a), I or II occurs; or
- II. An Event of Default specified in paragraphs 22.1(a), III, IV or V occurs and has not been remedied within thirty (30) days of receipt by the Lead Agency of written notice of default, or a plan satisfactory to Housing Programs to remedy such Event of default has not been put into place within such time period,

Housing Programs may, in addition to any remedies otherwise available, immediately terminate the agreement by written notice. Upon providing such notice of termination, Housing Programs shall have no obligation to make any further contribution to the Lead Agency.

- (c) In the event Housing Programs gives the Lead Agency written notice of default pursuant to paragraph 22(b)II, Housing Programs may suspend any further payment under this agreement until the end of the period given the Lead Agency to remedy the event of Default.
- (d) The fact that Housing Programs refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Housing Programs shall not prevent Housing Programs in any way from later exercising any other right or remedy under this Agreement or other applicable law.

Termination for Convenience

- 22.2 Either party may terminate this Agreement in whole or in part with respect to the provisions of any particular service upon thirty (30) days written notice to the other party. If the Agreement is terminated in part, all obligations with respect to the provisions of all other services continue in full force and effect.

23. COMMUNICATION

- 23.1 a requirement that the Lead Agency notify Housing Programs twenty (20) working days in advance of any and all communications activities, publications, advertising and press releases planned by the Lead Agency relating to the Designated Program; and
- 23.2 a requirement for the Lead Agency to cooperate with representatives of Canada during any official news releases or ceremonies relating to the announcement of the Designated Program.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals on the date written below.

DATED at Sault Ste Marie, Ontario this _____ day of May 2015.

SIGNED, SEALED AND DELIVERED	)	Corporation of the City of Sault Ste. Marie
	)	Per:
	)	
	)	
_____	)	_____
WITNESS	)	Christian Provenzano
	)	Mayor
	)	
	)	
_____	)	_____
WITNESS	)	Malcolm White
	)	City Clerk

DATED at Sault Ste Marie, Ontario this _____ day of May 2015.

	)	LEAD AGENCY
	)	Per:
	)	
	)	
_____	)	_____
WITNESS	)	Suzanne Lajambe
	)	Executive Director

SCHEDULE "A"

Community Objective:

To undertake a well planned, coordinated and economical approach to the delivery of programs, services and supports to those who are homeless or at risk of homelessness to move from crisis to prevention, and ultimate self sufficiency.

HPS Strategy

The Homelessness Partnering Strategy (HPS) aims to prevent and reduce homelessness across Canada. It does so by developing partnerships that contribute to a sustainable and comprehensive continuum of supports to help homeless individuals move towards self-sufficiency and to prevent those at risk from becoming homeless.

Beneficiaries

Homeless individuals and families and those at risk of homelessness.

Program Specifics

Priority:

Shelter/Transitional Services and Supports

Objectives:

Reduce recidivism rate by 5%

Activities:

- Provide individualized case management
- Enhance and maintain existing core services
- Provide ongoing assistance and supports, including but not limited to:
 - Needs assessment
 - Case history & review
 - Basic living skills
 - Program participation
 - Agency referrals
 - Housing/Employment/Education support
 - Transportation assistance
 - Discharge planning
 - Post discharge support
- Basic services include, but not limited to:
 - Housing (obtaining and retaining)
 - Community Resources Support (understanding where and WHEN to go for help)
 - Budgeting & Financial Security assistance (how to plan and stick to it)
 - Educational Support (Completing and Furthering)
 - Meal Planning (nutritional and budgetary)
 - Facilitate community presentations and partnerships
- Complete a three month follow up for each individual assisted to independent housing

Indicators:

- Length of time in days or months that people remain in emergency or transitional beds
- Number of repeat residents accessing the shelter 2012 vs. 2013, 2013 vs. 2014.

Key Outcomes:

- Reduction of homelessness and transitions to housing stability
- Prevention of homelessness (decrease in recidivism rate)
- Social integration
- Increased access to other services

Sustainability

We hope to increase our community profile through this program thus making future fundraising more successful, leading to long term sustainability. We will continue to explore ALL funding opportunities to increase our annual operating budget.

SCHEDULE "B"

Interpretation

1. Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:
 - (a) "Community Plan" means the community plan designed to reduce and prevent homelessness that has been developed and approved.
 - (b) "Eligible Costs" mean costs incurred by the Lead Agency to cover all or a portion of the costs associated with planning, organizing, operating, delivering and evaluating eligible activities. It includes internal administrative costs, such as the cost of an auditor, when these administrative costs relates to the Lead Agency obligations under this Agreement. These administrative costs should not exceed 15% of the overall Project cost. Eligible Costs do not include administrative costs of the Lead Agency when the Lead Agency is carrying out a Project.
 - (c) "Fiscal year" means the period beginning on April 1 in one calendar year and ending on March 31 in the next calendar year
 - (d) "Project" means a project carried out by the Lead Agency which falls within the scope of the Community Plan and involves activities that fall within the scope of Eligible HPI Project Activities as described in Project Activities

Eligible Costs

General Conditions

1. Subject to the conditions in this section and sections 2 to 6 of this Schedule, the costs set out in the Expenditure Plans below are Eligible Costs for the purposes of this Agreement, subject to change only with Housing Programs' written approval. For greater certainty, any costs not specifically listed in the Expenditure Plans shall be ineligible unless authorized in writing by Housing Programs prior to being incurred. Eligible Costs can be listed or described generically or very specifically but should relate to the approved activities.
2. Costs are Eligible Costs only if they are, in the opinion of Housing Programs,
 - (a) directly related to the Project activities, and
 - (b) reasonable.
3.
 - (a) Subject to subsections (2), only those costs with respect to which the Lead Agency has incurred during the Project Period and received goods and services by the end of the Project Period are Eligible Costs. No costs incurred prior to or following the Project Period are Eligible Costs.
 - (b) If under the terms of this Agreement, the Lead Agency is required to provide to Housing Programs an audit report following the expiry of the Project Period and if the cost of the audit is otherwise an Eligible Cost, the cost of the audit is an Eligible Cost notwithstanding that it is incurred outside the Project Period.
 - (c) If under the terms of this Agreement, the Lead Agency is required to provide to Housing Programs a follow-up evaluation following the expiry of the Project Period and if the cost of the follow-up evaluation is otherwise an Eligible Cost, the cost of the follow-up evaluation is an Eligible Cost notwithstanding that it is incurred outside the Project Period.
 - (d) For clarity purposes, costs incurred by the Lead Agency in retaining the services of a licensed accounting firm pursuant to the approved activities are Eligible Costs under this Agreement as well as the cost of any auditor's report.
4. The portion of the cost of any goods and services purchased by the Lead Agency for which the Lead Agency may claim a GST/HST input tax credit or rebate is excluded from Eligible Costs and is not eligible for reimbursement under this Agreement. The Lead Agency shall, as far as reasonable and practical, take advantage of any GST/HST rebates or input tax credits that may be available to them.
5. The portion of any cost in respect of which the Lead Agency has received, or is entitled to receive, a contribution from another level of government or other source is not eligible for reimbursement.

Budget Flexibility

6. Provided that the adjustments do not result in any increase in the amount of total HPS contribution, the Lead Agency may make adjustments to vary, by up to 10%, the amount allocated for the following cost categories:

- (a) Professional Fees
- (b) Travel
- (c) Audit Costs
- (d) Other Activity Related to Direct Eligible Costs

Housing Programs must be advised in writing of any adjustments.

Eligible HPS Activities include:

7. Capital Investments (e.g., pre-development, purchase, construction, renovation and purchase of appliances and furniture)
- (a) Emergency shelter facilities
 - (b) Transitional housing facilities
 - (c) Supportive housing facilities
 - (d) Non-residential facilities
8. Client Services
Activities may include:
- (a) Assistance to address basic needs such as shelter and food services;
 - (b) Individual support services and other case-managed support services (including referrals to treatment or health services);
 - (c) assistance with housing placement and housing retention e.g., services to transition people out of homelessness, or help those at imminent risk of homelessness to remain housed;
 - (d) bridging to existing employment programs or removing barriers to employment or skill enrichment to facilitate labour market readiness.
9. Community Coordination, Partnership Development and Data Management
Activities may include:
- (a) Coordination of community consultation; community planning; and needs assessment
 - (b) Local research and information collection and sharing (specific to the particular community);
 - (c) Partnership and network development; and coordination of service provision; and
 - (d) Emergency shelter usage data collection activities; data development; data coordination activities; and reporting on, for example, progress against Community Performance Indicators, once developed and implemented.

Eligible Project Costs

10. Specific costs may include, but are not limited to:
- (a) rented space to hold consultations or public meetings;
 - (b) costs associated with conducting focus groups to inform research or the planning or assessment process;
 - (c) the hiring of a consultant to facilitate the planning process and to draft the plan under the community's direction;
 - (d) costs associated with publication and distribution of the community plan (e.g., layout, printing, postage, translation, etc.);
 - (e) architectural costs for new buildings or construction;
 - (f) property zoning and/or property assessment activities;
 - (g) wages and mandatory employment-related costs (MERCS) for staff directly involved in project activities;
 - (h) purchase or lease of land;
 - (i) purchase or lease of buildings;
 - (j) capital assets, furniture, appliances, fixtures;
 - (k) honoraria;
 - (l) costs of building, buying, renovating or making additions to shelter space, supportive or transitional housing;
 - (m) supplies and equipment required to carry out an approved project;
 - (n) food, clothing, personal and household items to help people who are homeless or at risk of becoming homeless;
 - (o) costs associated with the provision of emergency assistance to assist homeless people or those at risk of homelessness to secure housing or housing-related

- services. These funds are not to be disbursed directly to individuals, but used for costs and services associated with their needs;
- (p) costs associated with conferences;
- (q) disbursements for research or technical studies;
- (r) research materials;
- (s) costs for continuum of support activities and services such as interpersonal support, outreach support activities and enhancing the skills of the front-line staff of service organizations that work directly with the homeless population; and
- (t) costs associated with emergency shelter usage data collection activities; data development; data coordination activities; and reporting on progress against community performance indicators.

Administrative Costs

11. Eligible administrative costs include, but are not limited to:

- (a) wages and MERCS for administrative staff;
- (b) fringe benefits;
- (c) administrative support and supplies;
- (d) licenses, permits and fees for professional service;
- (e) disability needs;
- (f) banking fees and interest charges;
- (g) utilities, office supplies, travel, insurance, rental of office space, leasing or purchase of office equipment, costs of audits, evaluations and assessments;

12. Ineligible Costs

The following costs are NOT Eligible Costs:

- (a) entertainment expenses;
- (b) donations;
- (c) fines and penalties;
- (d) membership fees for clubs;
- (e) costs of constructing, buying, or renovating of buildings for use as permanent housing for homeless people
- (f) expenses related to affordable housing;
- (g) expenses related to social housing.

13. Recognition to the Government of Canada

It is a requirement that Lead Agency give appropriate recognition of the contribution of Canada to the designated project in its publicity and signage relating to the project, including any information provided to the public on any web site maintained by the LEAD AGENCY.

14. Lobbyist's Registration and Lobbyist's Contingency Fees

The Recipient declares that any person who has been lobbying on its behalf to obtain the contribution that is the subject of the Agreement was in compliance with the provisions of the Lobbying Act R.S.1985 c. 44 (4th Supp.) at the time the lobbying occurred and that any such person to whom the Lobbying Act R.S.1985 c. 44 (4th Supp.) Applies has or will receive no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

15. Results Accountability Criteria and Targets

- (a) The Lead Agency is responsible to report on its progress in achieving the priorities, targets and expected outcomes as specified in the Community Plan and their respective approved activities.
- (b) The Lead Agency agrees to assist Housing Programs in completing the Expected Results Report and the Final Results Report. The services provided under this agreement will be evaluated and assessed monthly based on program statistics, financial expenditures, gaps filled and gaps identified.
- (c) The Lead Agency recognizes the need to demonstrate results that show it is succeeding in addressing the homelessness needs of the community it serves and is accountable to. For the purpose of demonstrating such results, Housing Programs and the Lead Agency agree to use the following short-term performance indicators for measuring the results of the activities identified in the Community Plan on Homelessness.

16. Project Evaluation

- (a) Housing Programs will carry out an evaluation of the effectiveness of the approved activities in addressing the needs of the homeless and those at risk of homelessness. The Lead Agency shall cooperate with Housing Programs and if requested, the Government of Canada, in the conduct of any such evaluation. This cooperation may include, but is not limited to, providing Housing Programs, its representatives, or the Government of Canada with access to staff and records. The Lead Agency approves Housing Programs to provide their contact information to the Government of Canada, if applicable.
- (b) The Lead Agency will maintain uniform records and statistics of client activity, including information such as:
 - o Gender
 - o Age
 - o Marital Status
 - o Single/family/number of dependants
 - o Aboriginal/non-aboriginal
 - o Recent Immigrant/Refugee
 - o Resident/non-resident
 - o Level of education
 - o Employment status
 - o Current income source(s)
 - o Reasons for requiring assistance
 - o Services provided (including referrals to other agencies)
 - o Presenting issues, if applicable
 - o Length of time services provided
 - o Frequency of use of service (first time or recurring client)
 - o Reason for discharge, if applicable

17. Environmental Protection

The Lead Agency shall:

- o Maintain and implement any and all environmental protection measures prescribed by the Canadian Environmental Assessment Act for ensuring that the harm to the environment resulting from the Sub-Projects, if any, will remain minimal;
- o Ensure that all environmental protection measures, standards and rules relating to the approved activities established by competent authorities are respected; and
- o Upon written request from Housing Programs or Government of Canada, produce any certificates, licenses, and other authorizations required, in respect of the rules relating to environmental protection.

SCHEDULE "C"

COMMUNITY ENTITY

Housing Programs
ADDRESS: 180 Brock Street
Sault Ste Marie, ON P6A 3B7
CONTACT PERSON: Joanne Pearson
PHONE: 705-759-5204
FAX: 705-759-5212
EMAIL: j.pearson@cityssm.on.ca

LEAD AGENCY

NAME: Suzanne Lajambe, Executive Director
Address: 27 King St.
Sault Ste. Marie, ON P6A 6K3
CONTACT PERSON: Suzanne Lajambe
PHONE: 705-759-3389 ext. 222
FAX: 705-256-1809
EMAIL: www.jhsossm.ca

1.0 DESIGNATED PROGRAM PERIOD

The term of this Agreement is from April 1, 2015 until March 31, 2017 with an option to renew.

2.0 MAXIMUM CONTRIBUTION OF THE DSSMSSAB

The total maximum amount of Housing Programs contribution towards Eligible Expenditures of the Designated Program is \$51,200.00.

3.0 PAYMENT FOR SERVICES

Housing Programs agrees to issue quarterly payments of \$12,800.00 to the Lead Agency.

4.0 DESIGNATED PROGRAM

- 4.1 The Lead Agency agrees to provide financial supports for one (1) qualified full time Shelter Coordinator/Transitional Case Manager position, available Monday to Friday for the Designated Program called the Homelessness Partnering Strategy (HPS) for purpose of the service category Transitional Services and Supports in accordance with schedule A and B.

5.0 REPORTING CRITERIA

- 4.2 Monthly activity reporting to the Community and Tenant Coordinator shall be completed electronically and submitted by PDF file no later than 10 working days following the end of the previous month as per the attached schedule "D" HPS Reporting Template.
- 4.3 Quarterly expenditures with relevant invoices and program statistics are to be sent to Housing Programs no later than 10 working days following the end of the previous month.
- 5.3 The Lead Agency shall utilize the Homeless Individuals and Families Information System (HIFIS) and enter all data in the required data fields as per Housing Programs direction on a daily basis. The Service Provider agrees to abide by the Data provision Agreement as per Human Resources and Skills Development Canada.

6.0 MEETINGS AND TRAINING

- 6.1 The Lead Agency agrees that the Shelter Coordinator/Transitional Case Manager will participate in any training provided free of charge by Housing Programs.
- 7.2 The Lead Agency agrees to ensure the attendance of the Shelter Coordinator/Transitional Case Manager for all meetings arranged by Housing Programs in regards to the delivery of the "Designated Program".

8.0 SERVICES REQUIRED TO BE PROVIDED BY THE SHELTER COORDINATOR/TRANSITIONAL CASE MANAGER POSITION

8.1 The Lead Agency agrees to the following services to be provided in shelter:

- a. Assess the needs of clients presenting at the shelter.
- b. Refer and support clients to access community supports/services according to their needs (addiction, mental health, legal etc).
- c. Accompany clients or arrange accompaniment to appointments that are essential to their progress, as required.
- d. Assist clients with calls to landlords, motel owners, rooming houses for potential immediate rental options.

8.2 The Lead Agency agrees to the following Transitional Case Management services to be provided:

- a. Accept new clients onto caseload who are housed under "Urgent Homeless" category as determined by Housing Programs Division staff.
- b. Engage with new clients: review housing and shelter history, and SPDAT results.
- c. Initiate a support service plan that will address safety, basic needs, relationships, daily activities and life skills, social and community integration, risks and crisis triggers, managing tenancy, economic and wellness opportunities, and goals for greater independence including discharge planning from the case management services.
- d. Assist clients in accessing clinical supports and support treatment plans, liaise with treatment professionals.
- e. Complete the SPDAT with clients at the prescribed intervals to identify goal planning areas, on-going housing issues, and the degree of supports required - reporting results to Housing Programs staff.
- f. Support the landlord/tenant relationship, following up with tenant/landlord to ensure the rent is being paid.
- g. Conduct regular home visits in order to support clients to maintain their housing unit in good repair by monitoring levels of cleanliness, teaching or reinforcing life skills, and referring to community supports.
- h. Assist in resolving issues that put the tenancy at risk, including advocating with other services, mediating with neighbouring tenants.
- i. Help clients prepare the following: monthly budget, weekly calendar of meaningful things to do, Personal Guest Policy, Risk Minimization Plan, and Crisis Plan.
- j. Connect clients to resources in the community that assist in managing their tenancies, or provide long-term support, as required.

Organization:

[illegible]

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-113

AGREEMENT: (S3) A by-law to authorize the execution of an Agreement between the City and Pauline's Place Non-Profit Homes Inc. for funds through the Homelessness Partnering Strategy to provide funds for the Pauline's Place Youth, Women and Family Emergency Shelter.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 9 of the *Municipal Act, 2001*, S.O. 2001, c.25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an Agreement in the form of Schedule "A" attached hereto and dated the 1st day of April, 2015 and made between the City and Pauline's Place Non-Profit Homes Inc. for funds through the Homelessness Partnering Strategy to provide funds for the Pauline's Place Youth, Women and Family Emergency Shelter.

2. **SCHEDULE "A"**

Schedule "A" attached forms part of this by-law.

3. **EFFECTIVE DATE**

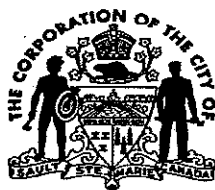
This by-law takes effect on the day of its final passing.

PASSED in open Council this 25th day of May, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\1. 2015\2015-113 HOMELESSNESS PARTNERING STRATEGY PAULINE'S PLACE.DOC



Social Services Department Housing Programs

Homelessness Partnering Strategy (HPS)

This Agreement made the 1st day of April 2015.

BETWEEN:

CORPORATION OF THE CITY OF SAULT STE. MARIE
SOCIAL SERVICES DEPARTMENT- Housing Program Division
hereinafter called "Housing Programs"

-- and --

PAULINE'S PLACE NON-PROFIT HOMES INC.
hereinafter called "Lead Agency"

WHEREAS it is the responsibility of Housing Programs to deliver the Homelessness Partnering Strategy (HPS) on behalf of Her Majesty The Queen In Right Of Canada, as represented by the Minister of Employment and Social Development Canada;

AND WHEREAS the Lead Agency has the ability to deliver services and supports under the priority "Homelessness Prevention Services and Supports" as outlined in the *Updated Community Plan, dated April 2011* and as outlined in the approved HPS proposal dated December 9, 2011;

Now therefore in consideration of the mutual covenants and agreements contained herein and subject to the terms and conditions hereinafter set out, Housing Programs and the Lead Agency agree as follows:

1. AGREEMENT

1.1 the following documents and any amendments thereto, constitute the entire agreement between the Lead Agency and Housing Programs with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and document collateral, oral or otherwise between them relation to its subject matter

- a) These Articles of Agreement
- b) Schedule "A"
- c) Schedule "B"
- d) Schedule "C"
- e) Schedule "D"

2. ENGAGEMENT OF LEAD AGENCY

Housing Programs will administer HPS funds to the Lead Agency to deliver the Designated Program called "Pauline's Place Youth, Women and Family Emergency Shelter" to address the priority "Shelter/Transitional Supports and Services".

3. EFFECTIVE DATE AND DURATION

This Agreement shall come into effect on the date it is signed by the last of the Parties to do so and shall expire at the end of the Designated Program period unless the Agreement is terminated on a prior date in accordance with the terms of this agreement.

4. DESIGNATED PROGRAM

The specific details of the Pauline's Place Youth Shelter Transitional Services including the program, terms, and special conditions are fully set out in Schedule "A" Schedule "B", "C" and Schedule "D" hereto attached.

5. COMMUNITY ENTITY ACCESS AND CONSULTATION

- (a) The Lead Agency will permit Housing Programs staff or Government of Canada staff to enter at reasonable times any premises used by the LEAD AGENCY in connection with the provision of service pursuant to this Agreement and under its control in order to observe and evaluate the services and inspect all records relating to the services provided pursuant to this Agreement. The Lead Agency will be given a minimum of 24 hours notice if visitation should occur.
- (b) The Lead Agency agrees that the staff providing services pursuant to this contract will, upon reasonable request, be available for consultation with Housing Programs or Government of Canada staff.

6. DISPOSITION OF CAPITAL ASSETS

- 6.1 During the Designated Program period, the Lead Agency shall preserve any capital asset purchased by the Lead Agency with funding provided under this Agreement and shall not dispose of it unless Housing Programs authorizes its disposition.
- 6.2 At the end of the Designated Project Period, or upon termination of this Agreement, if Earlier, Housing Programs reserves the right to direct the Lead Agency to dispose of any capital asset purchased by the Lead Agency with funding provided under this Agreement by:
 - a) Selling it, at fair market value and applying the funds realized from such sale to offset Housing Programs contribution to the Eligible expenditures;
 - b) turning it over to another organization or to an individual designated or approved by Housing Programs; or
 - c) Disposing of it in such other manner as may be determined by Housing Programs.

7. FINANCIAL RECORDS AND REPORTS

- (a) The Lead Agency will maintain financial records and books of account in accordance with Generally Accepted Accounting Principles (GAAP) respecting services provided pursuant to this contract for each site where service is being provided and will allow Housing Programs staff or such other persons appointed by Housing Programs or the Government of Canada to inspect and audit such books and records at all reasonable times both during the term of this Agreement and subsequent to its expiration or termination.
- (b) The accounts and records shall include all invoices, receipts and vouchers relating to the Transitional Skills Development Program and/or general operating expenditures and revenues, including funding received from other sources.
- (c) The Lead Agency will upon request submit to Housing Programs an audited financial statement within four (4) months of their year end and reconciliation report with respect to the services provided pursuant to this Agreement within two (2) months of this agreement ending.
- (d) The Lead Agency will retain the records and books of account referred to in Clause 7 (a) for a period of seven (7) years.
- (e) This section shall survive the termination of this Agreement.

8. PAYMENT FOR SERVICES

On behalf of Ministry of Employment and Social Development/Government of Canada, Housing Programs agrees to provide HPS funds up to a maximum of \$10,000.00 from April 1, 2015 to March 31, 2016.

9. TERMS OF PAYMENT

- 9.1 Subject to section 9.2 Housing Programs will make payments by way of advances. Each advance shall cover a quarterly/monthly period (hereinafter referred to as the "payment" during the Designated Program period.
- 9.2(1) subject to subsection (2), Housing Programs may, at any time and in its sole discretion,
- (a) Change the basis of payments of its contribution to the Lead Agency to advances for any period during the Designated Program period, or
 - (b) Change the Payment Period to a quarterly/monthly period, or
 - (c) Or change both (a) and (b)
- (2) Where Housing Programs decides to make a payment change pursuant to subsection (1), Housing Programs shall notify the Lead Agency in writing of the change and of the period during which the change will be applicable.
- (3) For the purposes of this Schedule:
- "monthly period"** means a calendar month that falls within the Designated Program period or, if the calendar month falls only partially within the Designated Program period, such portion thereof, and
- "quarterly period"**, in relation to a series of consecutive three-month periods encompassing the Service Program period and beginning on the first day of the calendar month determined by the Housing Programs for the purposes of administering this agreement, means such a quarter that falls within the Service Program period or, if the quarter falls only partially within the Service Program period, such portion thereof.
- 9.3 Where Housing Programs makes payments of its contribution to the Lead Agency by way of advances,
- (a) Each advance shall cover the Lead Agency's estimated financial requirements for each Payment period. Such estimates shall be based on a cash flow forecast that, in the opinion of the Housing Programs, is reliable and up-to-date; and
 - (b) If the amount of an advance payment for a Payment Period exceeds the actual amount of Eligible Expenditures as per Schedule B incurred by the Lead Agency during the Payment Period, Housing Programs reserves the right to deduct the excess from any subsequent advance payment to be made under this Agreement.
- 9.4 Housing Programs may withhold payment pending the receipt of monthly progress/program statistics financial expenditures. Financial expenditures must include copies of pertinent invoices. Housing Programs agrees that it will not act unreasonably in exercising its right to withhold payment under this clause.

10. REPAYMENT

Either during the Project Period or upon the expiry or termination of this Agreement, the Lead Agency shall repay to Housing Programs, upon written notice to this effect, any amount paid to the Lead Agency, together with any interest earned thereon, as per Housing Programs Interest By-law of 12%, which is deemed to be part payment of the contribution under section 8, and exceeds the amount to which the Lead Agency is entitled under this Agreement. Without limiting the generality of the foregoing, amounts to which the Lead Agency is not entitled include;

- a) the amount of any unspent advances of the contribution remaining in the hands of the Lead Agency;
- b) amounts paid in error or in excess of the amount of the cost actually incurred;
- c) amounts paid in respect of costs which are subsequently determined by Housing Programs to be ineligible.

Such amounts are debts due to Housing Programs and the Government of Canada.

11. SERVICE RECORDS

In the event the Lead Agency ceases operation, either in full or the funded program, it is agreed that the Lead Agency will not dispose of any records related to the services provided for under this Agreement without the prior consent of Housing Programs and/or the Government of Canada, which may be given subject to such conditions as Housing Programs and/or Government of Canada deems advisable.

12. INSURANCE

The Lead Agency shall arrange and maintain appropriate comprehensive general liability insurance coverage to cover claims for bodily injury or property damage resulting from anything done or omitted by the Lead Agency or its employees, agents or service participants, if any, in carrying out the Designated Program activity. A minimum of two (2) million dollars comprehensive general liability insurance coverage will be required during the term of this agreement. Verification of insurance coverage shall be provided to the Agent within 30 days of the signing of this agreement. The Lead Agency shall notify Housing Programs forthwith of any lapse or termination of any such insurance.

13. RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF HOUSING PROGRAMS

The management and supervision of the Designated Program are the sole and absolute responsibility of the Lead Agency. The Lead Agency is not in any way authorized to make a promise, agreement or contract on behalf of Housing Programs. This Agreement is a funding agreement only for the delivery of the Designated Program only and not a contract for employment. Housing Programs responsibility is limited to providing financial assistance to the Lead Agency towards the Eligible Designated Program Expenditures. The parties hereto declare that nothing in this agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Lead Agency shall not represent itself as an agent, employee or partner of Housing Programs.

14. CONFIDENTIALITY

The parties and their directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than Housing Programs staff at any time during or following the term of this Agreement, except where required by law, any information or document that tends to identify any individual in receipt of services without obtaining the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information or document. Where the Lead Agency is an "institution" as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, the provisions of such Act with respect to the disclosure or release of information may apply.

15. CONFLICT OF INTEREST

The Lead Agency, any of its sub-contractors and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services to Housing Programs where such activity or the provision of such services creates a conflict of interest (actually or potentially in the sole opinion of Housing Programs) with the provision of services pursuant to the Agreement. The Lead Agency acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the Corporation of the City of Sault Ste Marie and/or Social Services Department relevant to the services where Housing Programs has not specifically authorized such use.

16. FREEDOM OF INFORMATION

Any information collected by the Lead Agency pursuant to this Agreement is subject to the rights and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act*.

17. NON ASSIGNMENT

The Lead Agency shall not assign this Agreement, or any part thereof, without the prior written approval of Housing Programs.

18. DISPUTE RESOLUTION

Housing Programs and the Lead Agency agree that alternate dispute resolution processes such as mediation, appointment of a neutral third party evaluator or arbitration may be preferable to litigation as a way to resolve disputes that may arise under this Agreement and they agree to give good faith consideration to having to resort to an alternate dispute resolution process before initiating legal or other proceedings to deal with any such disputes.

19. LAWS

The Lead Agency shall carry out the project activities in compliance with all applicable Federal, Provincial, and Municipal laws, By-laws, and regulations, including any environmental legislation. The Lead Agency shall obtain, prior to the commencement of the project, all permits, licenses, consents and other authorizations deemed necessary to carrying out of the project.

20. TERM OF AGREEMENT

The term of this Agreement is from April 1, 2015 until March 31, 2017 with an option to renew.

21. REDUCTION OR TERMINATION OF FUNDING

21.1 If

- (a) The Designated Program named in this agreement is cancelled,
- (b) The level of funding for the Designated Program named in this Agreement for any Fiscal Year in which payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision.

Housing Programs may, upon not less than thirty (30) days' notice, reduce the funding under this agreement or terminate the Agreement.

- 21.2 Where, pursuant to section 21.1, Housing Programs gives notice of its intention to reduce its funding, and where, as a result of the reduction in funding, the Lead Agency is of the opinion that it will be unable to complete the Transitional Designate Program or will be unable to complete the Designated Program in the manner desired by Lead Agency, the Lead Agency shall notify Housing Programs of same as soon as possible after receiving notice of the funding reduction and may, upon not less than thirty (30) days written notice to Housing Programs, terminate the agreement.

22. TERMINATION OF AGREEMENT

Termination for Default

22.1. (a) The following constitute Event of default:

- I. The Lead Agency becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of the statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Lead Agency;
- II. The Lead Agency ceases to operate;

- III. The Lead Agency is in breach of the performance of, or compliance with, any provision of this Agreement;
- IV. The Lead Agency, in support of its application for Housing Programs contribution or in connection with this Agreement, has made materially false and misleading representations, statements or declarations, or provided materially false and misleading information to Housing Programs; or
- V. In the opinion of Housing Programs there is a material adverse change in the risk in the Lead Agencies ability to complete the Designated Program or to achieve the expected results of the project set out in accompanying schedules.

(b) If

- I. An Event of default specified in paragraph 22.1(a), I or II occurs; or
- II. An Event of Default specified in paragraphs 22.1(a), III, IV or V occurs and has not been remedied within thirty (30) days of receipt by the Lead Agency of written notice of default, or a plan satisfactory to Housing Programs to remedy such Event of default has not been put into place within such time period,

Housing Programs may, in addition to any remedies otherwise available, immediately terminate the agreement by written notice. Upon providing such notice of termination, Housing Programs shall have no obligation to make any further contribution to the Lead Agency.

- (c) In the event Housing Programs gives the Lead Agency written notice of default pursuant to paragraph 22(b)II, Housing Programs may suspend any further payment under this agreement until the end of the period given the Lead Agency to remedy the event of Default.
- (d) The fact that Housing Programs refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Housing Programs shall not prevent Housing Programs in any way from later exercising any other right or remedy under this Agreement or other applicable law.

Termination for Convenience

- 22.2 Either party may terminate this Agreement in whole or in part with respect to the provisions of any particular service upon thirty (30) days written notice to the other party. If the Agreement is terminated in part, all obligations with respect to the provisions of all other services continue in full force and effect.

23. COMMUNICATION

- 23.1 a requirement that the Lead Agency notify Housing Programs twenty (20) working days in advance of any and all communications activities, publications, advertising and press releases planned by the Lead Agency relating to the Designated Program; and
- 23.2 a requirement for the Lead Agency to cooperate with representatives of Canada during any official news releases or ceremonies relating to the announcement of the Designated Program.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals on the date written below.

DATED at Sault Ste Marie, Ontario this _____ day of _____ 2015.

SIGNED, SEALED AND DELIVERED	)	Corporation of the City of Sault Ste. Marie
	)	Per:
	)	
	)	
_____	)	_____
WITNESS	)	Christian Provenzano
	)	Mayor
	)	
	)	
_____	)	_____
WITNESS	)	Malcolm White
	)	City Clerk

DATED at Sault Ste Marie, Ontario this _____ day of _____ 2015.

	)	LEAD AGENCY
	)	Per:
	)	
	)	
_____	)	_____
WITNESS	)	Anne Penney
	)	Executive Director

Community Objective:

To undertake a well planned, coordinated and economical approach to the delivery of programs, services and supports to those who are homeless or at risk of homelessness to move from crisis to prevention, and ultimate self sufficiency.

HPS Strategy

The Homelessness Partnering Strategy (HPS) aims to prevent and reduce homelessness across Canada. It does so by developing partnerships that contribute to a sustainable and comprehensive continuum of supports to help homeless individuals move towards self-sufficiency and to prevent those at risk from becoming homeless.

Beneficiaries

Homeless individuals and families and those at risk of homelessness.

Program Specifics

Priority:

Shelter/Transitional Services and Supports

Objectives:

Reduce recidivism rate by 5%

Activities:

- o Provide individualized case management
- o Enhance and maintain existing core services
- o Provide ongoing assistance and supports, including but not limited to:
 - o Needs assessment
 - o Case history & review
 - o Basic living skills
 - o Program participation
 - o Agency referrals
 - o Housing/Employment/Education support
 - o Transportation assistance
 - o Discharge planning
 - o Post discharge support
- o Basic services include, but not limited to:
 - o Housing (obtaining and retaining)
 - o Community Resources Support (understanding where and WHEN to go for help)
 - o Budgeting & Financial Security assistance (how to plan and stick to it)
 - o Educational Support (Completing and Furthering)
 - o Meal Planning (nutritional and budgetary)
 - o Facilitate community presentations and partnerships
- o Complete a three month follow up for each individual assisted to independent housing

Indicators:

- o Length of time in days or months that people remain in emergency or transitional beds
- o Number of repeat residents accessing the shelter 2012 vs. 2013, 2013 vs. 2014.

Key Outcomes:

- o Reduction of homelessness and transitions to housing stability
- o Prevention of homelessness (decrease in recidivism rate)
- o Social integration
- o Increased access to other services

Sustainability

We hope to increase our community profile through this program thus making future fundraising more successful, leading to long term sustainability. We will continue to explore ALL funding opportunities to increase our annual operating budget.

Interpretation

1. Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:
 - (a) "Community Plan" means the community plan designed to reduce and prevent homelessness that has been developed and approved.
 - (b) "Eligible Costs" mean costs incurred by the Lead Agency to cover all or a portion of the costs associated with planning, organizing, operating, delivering and evaluating eligible activities. It includes internal administrative costs, such as the cost of an auditor, when these administrative costs relate to the Lead Agency obligations under this Agreement. These administrative costs should not exceed 15% of the overall Project cost. Eligible Costs do not include administrative costs of the Lead Agency when the Lead Agency is carrying out a Project.
 - (c) "Fiscal year" means the period beginning on April 1 in one calendar year and ending on March 31 in the next calendar year
 - (d) "Project" means a project carried out by the Lead Agency which falls within the scope of the Community Plan and involves activities that fall within the scope of Eligible HPI Project Activities as described in Project Activities

Eligible Costs

General Conditions

1. Subject to the conditions in this section and sections 2 to 6 of this Schedule, the costs set out in the Expenditure Plans below are Eligible Costs for the purposes of this Agreement, subject to change only with Housing Programs' written approval. For greater certainty, any costs not specifically listed in the Expenditure Plans shall be ineligible unless authorized in writing by Housing Programs prior to being incurred. Eligible Costs can be listed or described generically or very specifically but should relate to the approved activities.
2. Costs are Eligible Costs only if they are, in the opinion of Housing Programs,
 - (a) directly related to the Project activities, and
 - (b) reasonable.
3.
 - (a) Subject to subsections (2), only those costs with respect to which the Lead Agency has incurred during the Project Period and received goods and services by the end of the Project Period are Eligible Costs. No costs incurred prior to or following the Project Period are Eligible Costs.
 - (b) If under the terms of this Agreement, the Lead Agency is required to provide to Housing Programs an audit report following the expiry of the Project Period and if the cost of the audit is otherwise an Eligible Cost, the cost of the audit is an Eligible Cost notwithstanding that it is incurred outside the Project Period.
 - (c) If under the terms of this Agreement, the Lead Agency is required to provide to Housing Programs a follow-up evaluation following the expiry of the Project Period and if the cost of the follow-up evaluation is otherwise an Eligible Cost, the cost of the follow-up evaluation is an Eligible Cost notwithstanding that it is incurred outside the Project Period.
 - (d) For clarity purposes, costs incurred by the Lead Agency in retaining the services of a licensed accounting firm pursuant to the approved activities are Eligible Costs under this Agreement as well as the cost of any auditor's report.
4. The portion of the cost of any goods and services purchased by the Lead Agency for which the Lead Agency may claim a GST/HST input tax credit or rebate is excluded from Eligible Costs and is not eligible for reimbursement under this Agreement. The Lead Agency shall, as far as reasonable and practical, take advantage of any GST/HST rebates or input tax credits that may be available to them.
5. The portion of any cost in respect of which the Lead Agency has received, or is entitled to receive, a contribution from another level of government or other source is not eligible for reimbursement.

Budget Flexibility

6. Provided that the adjustments do not result in any increase in the amount of total HPS contribution, the Lead Agency may make adjustments to vary, by up to 10%, the amount allocated for the following cost categories:

- (a) Professional Fees
- (b) Travel
- (c) Audit Costs
- (d) Other Activity Related to Direct Eligible Costs

Housing Programs must be advised in writing of any adjustments.

Eligible HPS Activities include:

7. Capital Investments (e.g., pre-development, purchase, construction, renovation and purchase of appliances and furniture)

- (a) Emergency shelter facilities
- (b) Transitional housing facilities
- (c) Supportive housing facilities
- (d) Non-residential facilities

8. Client Services

Activities may include:

- (a) Assistance to address basic needs such as shelter and food services;
- (b) Individual support services and other case-managed support services (including referrals to treatment or health services);
- (c) assistance with housing placement and housing retention e.g., services to transition people out of homelessness, or help those at imminent risk of homelessness to remain housed;
- (d) bridging to existing employment programs or removing barriers to employment or skill enrichment to facilitate labour market readiness.

9. Community Coordination, Partnership Development and Data Management

Activities may include:

- (a) Coordination of community consultation; community planning; and needs assessment
- (b) Local research and information collection and sharing (specific to the particular community);
- (c) Partnership and network development; and coordination of service provision; and
- (d) Emergency shelter usage data collection activities; data development; data coordination activities; and reporting on, for example, progress against Community Performance Indicators, once developed and implemented.

Eligible Project Costs

10. Specific costs may include, but are not limited to:

- (a) rented space to hold consultations or public meetings;
- (b) costs associated with conducting focus groups to inform research or the planning or assessment process;
- (c) the hiring of a consultant to facilitate the planning process and to draft the plan under the community's direction;
- (d) costs associated with publication and distribution of the community plan (e.g., layout, printing, postage, translation, etc.);
- (e) architectural costs for new buildings or construction;
- (f) property zoning and/or property assessment activities;
- (g) wages and mandatory employment-related costs (MERCs) for staff directly involved in project activities;
- (h) purchase or lease of land;
- (i) purchase or lease of buildings;
- (j) capital assets, furniture, appliances, fixtures;
- (k) honoraria;
- (l) costs of building, buying, renovating or making additions to shelter space, supportive or transitional housing;
- (m) supplies and equipment required to carry out an approved project;
- (n) food, clothing, personal and household items to help people who are homeless or at risk of becoming homeless;
- (o) costs associated with the provision of emergency assistance to assist homeless people or those at risk of homelessness to secure housing or housing-related services. These

- funds are not to be disbursed directly to individuals, but used for costs and services associated with their needs;
- (p) costs associated with conferences;
- (q) disbursements for research or technical studies;
- (r) research materials;
- (s) costs for continuum of support activities and services such as interpersonal support, outreach support activities and enhancing the skills of the front-line staff of service organizations that work directly with the homeless population; and
- (t) costs associated with emergency shelter usage data collection activities; data development; data coordination activities; and reporting on progress against community performance indicators.

Administrative Costs

11. Eligible administrative costs include, but are not limited to:

- (a) wages and MERCS for administrative staff;
- (b) fringe benefits;
- (c) administrative support and supplies;
- (d) licenses, permits and fees for professional service;
- (e) disability needs;
- (f) banking fees and interest charges;
- (g) utilities, office supplies, travel, insurance, rental of office space, leasing or purchase of office equipment, costs of audits, evaluations and assessments;

12. Ineligible Costs

The following costs are NOT Eligible Costs:

- (a) entertainment expenses;
- (b) donations;
- (c) fines and penalties;
- (d) membership fees for clubs;
- (e) costs of constructing, buying, or renovating of buildings for use as permanent housing for homeless people
- (f) expenses related to affordable housing;
- (g) expenses related to social housing.

13. Recognition to the Government of Canada

It is a requirement that Lead Agency give appropriate recognition of the contribution of Canada to the designated project in its publicity and signage relating to the project, including any information provided to the public on any web site maintained by the LEAD AGENCY.

14. Lobbyist's Registration and Lobbyist's Contingency Fees

The Recipient declares that any person who has been lobbying on its behalf to obtain the contribution that is the subject of the Agreement was in compliance with the provisions of the Lobbying Act R.S.1985 c. 44 (4th Supp.) at the time the lobbying occurred and that any such person to whom the Lobbying Act R.S.1985 c. 44 (4th Supp.) Applies has or will receive no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

15. Results Accountability Criteria and Targets

- (a) The Lead Agency is responsible to report on its progress in achieving the priorities, targets and expected outcomes as specified in the Community Plan and their respective approved activities.
- (b) The Lead Agency agrees to assist Housing Programs in completing the Expected Results Report and the Final Results Report. The services provided under this agreement will be evaluated and assessed monthly based on program statistics, financial expenditures, gaps filled and gaps identified.
- (c) The Lead Agency recognizes the need to demonstrate results that show it is succeeding in addressing the homelessness needs of the community it serves and is accountable to. For the purpose of demonstrating such results, Housing Programs and the Lead Agency agree to use the following short-term performance indicators for measuring the results of the activities identified in the Community Plan on Homelessness.

16. Project Evaluation

- (a) Housing Programs will carry out an evaluation of the effectiveness of the approved activities in addressing the needs of the homeless and those at risk of homelessness. The Lead Agency shall cooperate with Housing Programs and if requested, the Government of Canada, in the conduct of any such evaluation. This cooperation may include, but is not limited to, providing Housing Programs, its representatives, or the Government of Canada with access to staff and records. The Lead Agency approves Housing Programs to provide their contact information to the Government of Canada, if applicable.
- (b) The Lead Agency will maintain uniform records and statistics of client activity, including information such as:
- o Gender
 - o Age
 - o Marital Status
 - o Single/family/number of dependants
 - o Aboriginal/non-aboriginal
 - o Recent Immigrant/Refugee
 - o Resident/non-resident
 - o Level of education
 - o Employment status
 - o Current income source(s)
 - o Reasons for requiring assistance
 - o Services provided (including referrals to other agencies)
 - o Presenting issues, if applicable
 - o Length of time services provided
 - o Frequency of use of service (first time or recurring client)
 - o Reason for discharge, if applicable

17. Environmental Protection

The Lead Agency shall:

- o Maintain and implement any and all environmental protection measures prescribed by the Canadian Environmental Assessment Act for ensuring that the harm to the environment resulting from the Sub-Projects, if any, will remain minimal;
- o Ensure that all environmental protection measures, standards and rules relating to the approved activities established by competent authorities are respected; and
- o Upon written request from Housing Programs or Government of Canada, produce any certificates, licenses, and other authorizations required, in respect of the rules relating to environmental protection.

SCHEDULE "C"

COMMUNITY ENTITY

Name: City of SSM Housing Programs Division
ADDRESS: 180 Brock Street
Sault Ste Marie, ON P6A 3B7
CONTACT PERSON: Joanne Pearson
PHONE: 705-759-5204
FAX: 705-759-5212
EMAIL: j.pearson@cityssm.on.ca

LEAD AGENCY

NAME: Pauline's Place Non-Profit Homes Inc.
ADDRESS: 923 Queen Street East
Sault Ste. Marie P6A 2B7
CONTACT PERSON: Anne Penney
PHONE: 705-759-4663
FAX: 705-759-4924
EMAIL: apenney.pp@shaw.ca

1.0 DESIGNATED PROGRAM PERIOD

The term of this Agreement is from April 1, 2015 until March 31, 2017 with an option to renew.

2.0 MAXIMUM CONTRIBUTION OF HOUSING PROGRAMS

The total maximum amount of Housing Programs contribution towards Eligible Expenditures of the Designated Program is \$10,000.00.

3.0 PAYMENT FOR SERVICES

Housing Programs agrees to issue quarterly payments of \$2,500.00 to the Lead Agency.

4.0 DESIGNATED PROGRAM

- 4.1 The Lead Agency agrees to provide financial supports for the Designated Program called the Homelessness Partnering Strategy (HPS) for purpose of the service category Transitional Services and Supports in accordance with schedule "A", "B", "C" and "D".

5. REPORTING CRITERIA

- 5.1 Monthly activity reporting to the Community and Tenant Coordinator shall be completed electronically and submitted by PDF file no later than 10 working days following the end of the previous month as per the attached schedule "D" HPS Reporting Template.
- 5.2 Quarterly expenditures with relevant invoices and program statistics are to be sent to Housing Programs no later than 10 working days following the end of the previous month.
- 5.3 The Lead Agency shall utilize the Homeless Individuals and Families Information System (HIFIS) and enter all data in the required data fields as per Housing Programs direction on a daily basis. The Service Provider

agrees to abide by the Data provision Agreement as per Human Resources and Skills Development Canada.

6.0 OPERATING REQUIREMENTS

- 6.1 The Lead Agency shall operate the emergency shelter as per the district of Sault Ste. Marie Emergency Shelter Guidelines.

7.0 MEETINGS AND TRAINING

- 7.1 The Lead Agency agrees to participate in any training provided free of charge by Housing Programs.
- 7.2 The Lead Agency agrees to ensure the minimum attendance of the Executive Director or appropriate alternate for all meetings arranged by Housing Programs in regards to the delivery of the "Designated Program".

SCHEDULE "D" HPS REPORTING TEMPLATE

Organization:													
DEMOGRAPHICS	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Total
Gender													
Females													0
Males													0
Transgendered													0
Age Range													
15-30													0
31-64													0
65+													0
Special Needs													
People with Addictions													0
People with Physical Needs													0
People with Developmental Disabilities													0
People with Mental Health Issues													0
People with HIV/AIDS, Infectious Disease													0
Pregnant Women													0
Victims of Domestic Violence													0
People who Identify as GLBT													0
Populations of Interest													
Aboriginal Peoples													0
Immigrants													0
Refugees													0
War Veterans													0
ECONOMIC OUTCOMES													
Changes in Income													
No income to social assistance													0
No income to pension/benefits													0
No income to employment income													0



Please Note: Categories that do not apply may be grayed out or identified as n/a
Ensure that the # of different people who have accessed services in the fiscal year is identified only

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-114

AGREEMENT: (S3) A by-law to authorize the execution of an Agreement between the City and United Way of Sault Ste. Marie & District for funds through the Homelessness Partnering Strategy to provide funds for the position of Community Housing Support Worker.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 9 of the *Municipal Act, 2001*, S.O. 2001, c.25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an Agreement in the form of Schedule "A" attached hereto and dated the 1st day of April, 2015 and made between the City and United Way of Sault Ste. Marie & District for funds through the Homelessness Partnering Strategy to provide funds for the position of Community Housing Support Worker.

2. **SCHEDULE "A"**

Schedule "A" attached forms part of this by-law.

3. **EFFECTIVE DATE**

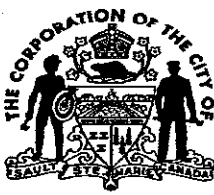
This by-law takes effect on the day of its final passing.

PASSED in open Council this 25th day of May, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\1. 2015\2015-114 HOMELESSNESS PARTNERING STRATEGY UNITED WAY.DOC



Social Services Department Housing Programs

Homelessness Partnering Strategy (HPS)

This Agreement made the 1st day of April 2015.

BETWEEN:

CORPORATION OF THE CITY OF SAULT STE. MARIE
SOCIAL SERVICES DEPARTMENT- Housing Program Division
hereinafter called "Housing Programs"

-- and --

UNITED WAY OF SAULT STE. MARIE & DISTRICT
hereinafter called "Lead Agency"

WHEREAS it is the responsibility of Housing Programs to deliver the Homelessness Partnering Strategy (HPS) on behalf of Her Majesty The Queen In Right Of Canada, as represented by the Minister of Employment and Social Development Canada;

AND WHEREAS the Lead Agency has the ability to deliver services and supports under the priority "Homelessness Prevention Services and Supports" as outlined in the *Updated Community Plan, dated April 2011* and as outlined in the approved HPS proposal dated December 9, 2011;

Now therefore in consideration of the mutual covenants and agreements contained herein and subject to the terms and conditions hereinafter set out, Housing Programs and the Lead Agency agree as follows:

1. AGREEMENT

- 1.1 the following documents and any amendments thereto, constitute the entire agreement between the Lead Agency and Housing Programs with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and document collateral, oral or otherwise between them relation to its subject matter

- a) These Articles of Agreement
- b) Schedule "A"
- c) Schedule "B"
- d) Schedule "C"
- e) Schedule "D"

2. ENGAGEMENT OF LEAD AGENCY

Housing Programs will administer HPS funds to the Lead Agency to provide the position of "Community Housing Support Worker" to improve the self-sufficiency of homeless individuals and families and those at imminent risk of homelessness through individualized services:

3. EFFECTIVE DATE AND DURATION

This Agreement shall come into effect on the date it is signed by the last of the Parties to do so and shall expire at the end of the Designated Program period unless the Agreement is terminated on a prior date in accordance with the terms of this agreement.

4. DESIGNATED PROGRAM

The specific details of the position of the Community Housing Support Worker including the program, terms, and special conditions are fully set out in Schedule "A" Schedule "B", "C" and Schedule "D" hereto attached.

5. COMMUNITY ENTITY ACCESS AND CONSULTATION

- (a) The Lead Agency will permit Housing Programs staff or Government of Canada staff to enter at reasonable times any premises used by the Lead Agency in connection with the provision of service pursuant to this Agreement and under its control in order to observe and evaluate the services and inspect all records relating to the services provided pursuant to this Agreement. The Lead Agency will be given a minimum of 24 hours notice if visitation should occur.
- (b) The Lead Agency agrees that the staff providing services pursuant to this contract will, upon reasonable request, be available for consultation with Housing Programs or Government of Canada staff.

6. DISPOSITION OF CAPITAL ASSETS

- 6.1 During the Designated Program period, the Lead Agency shall preserve any capital asset purchased by the Lead Agency with funding provided under this Agreement and shall not dispose of it unless Housing Programs authorizes its disposition.
- 6.2 At the end of the Designated Project Period, or upon termination of this Agreement, if Earlier, Housing Programs reserves the right to direct the Lead Agency to dispose of any capital asset purchased by the Lead Agency with funding provided under this Agreement by:
 - a) Selling it, at fair market value and applying the funds realized from such sale to offset Housing Programs contribution to the Eligible expenditures;
 - b) turning it over to another organization or to an individual designated or approved by Housing Programs; or
 - c) Disposing of it in such other manner as may be determined by Housing Programs.

7. FINANCIAL RECORDS AND REPORTS

- (a) The Lead Agency will maintain financial records and books of account in accordance with Generally Accepted Accounting Principles (GAAP) respecting services provided pursuant to this contract for each site where service is being provided and will allow Housing Programs staff or such other persons appointed by Housing Programs or the Government of Canada to inspect and audit such books and records at all reasonable times both during the term of this Agreement and subsequent to its expiration or termination.
- (b) The accounts and records shall include all invoices, receipts and vouchers relating to the Transitional Skills Development Program and/or general operating expenditures and revenues, including funding received from other sources.
- (c) The Lead Agency will upon request submit to Housing Programs an audited financial statement within four (4) months of their year end and reconciliation report with respect to the services provided pursuant to this Agreement within two (2) months of this agreement ending.
- (d) The Lead Agency will retain the records and books of account referred to in Clause 7 (a) for a period of seven (7) years.
- (e) This section shall survive the termination of this Agreement.

8. PAYMENT FOR SERVICES

On behalf of Ministry of Employment and Social Development/Government of Canada, Housing Programs agrees to provide HPS funds up to a maximum of \$51,003.00 from April 1, 2015 to March 31, 2016.

9. TERMS OF PAYMENT

- 9.1 Subject to section 9.2 Housing Programs will make payments by way of advances. Each advance shall cover a quarterly/monthly period (hereinafter referred to as the "payment" during the Designated Program period.
- 9.2(1) subject to subsection (2), Housing Programs may, at any time and in its sole discretion,
- (a) Change the basis of payments of its contribution to the Lead Agency to advances for any period during the Designated Program period, or
 - (b) Change the Payment Period to a quarterly/monthly period, or
 - (c) Or change both (a) and (b)
- (2) Where Housing Programs decides to make a payment change pursuant to subsection (1), Housing Programs shall notify the Lead Agency in writing of the change and of the period during which the change will be applicable.
- (3) For the purposes of this Schedule:
- "monthly period"** means a calendar month that falls within the Designated Program period or, if the calendar month falls only partially within the Designated Program period, such portion thereof, and
- "quarterly period"**, in relation to a series of consecutive three-month periods encompassing the Service Program period and beginning on the first day of the calendar month determined by the Housing Programs for the purposes of administering this agreement, means such a quarter that falls within the Service Program period or, if the quarter falls only partially within the Service Program period, such portion thereof.
- 9.3 Where Housing Programs makes payments of its contribution to the Lead Agency by way of advances,
- (a) Each advance shall cover the Lead Agency's estimated financial requirements for each Payment period. Such estimates shall be based on a cash flow forecast that, in the opinion of the Housing Programs, is reliable and up-to-date; and
 - (b) If the amount of an advance payment for a Payment Period exceeds the actual amount of Eligible Expenditures as per Schedule B incurred by the Lead Agency during the Payment Period, Housing Programs reserves the right to deduct the excess from any subsequent advance payment to be made under this Agreement.
- 9.4 The Housing Programs may withhold payment pending the receipt of monthly progress/program statistics financial expenditures. Financial expenditures must include copies of pertinent invoices. Housing Programs agrees that it will not act unreasonably in exercising its right to withhold payment under this clause.

10. REPAYMENT

Either during the Project Period or upon the expiry or termination of this Agreement, the Lead Agency shall repay to Housing Programs, upon written notice to this effect, any amount paid to the Lead Agency, together with any interest earned thereon, as per Housing Programs Interest By-law of 12%, which is deemed to be part payment of the contribution under section 8, and exceeds the amount to which the Lead Agency is

entitled under this Agreement. Without limiting the generality of the foregoing, amounts to which the Lead Agency is not entitled include;

- a) the amount of any unspent advances of the contribution remaining in the hands of the Lead Agency;
- b) amounts paid in error or in excess of the amount of the cost actually incurred;
- c) amounts paid in respect of costs which are subsequently determined by Housing Programs to be ineligible.

Such amounts are debts due to Housing Programs and the Government of Canada.

11. SERVICE RECORDS

In the event the Lead Agency ceases operation, either in full or the funded program, it is agreed that the Lead Agency will not dispose of any records related to the services provided for under this Agreement without the prior consent of Housing Programs and/or the Government of Canada, which may be given subject to such conditions as Housing Programs and/or Government of Canada deems advisable.

12. INSURANCE

The Lead Agency shall arrange and maintain appropriate comprehensive general liability insurance coverage to cover claims for bodily injury or property damage resulting from anything done or omitted by the Lead Agency or its employees, agents or service participants, if any, in carrying out the Designated Program activity. A minimum of two (2) million dollars comprehensive general liability insurance coverage will be required during the term of this agreement. Verification of insurance coverage shall be provided to the Agent within 30 days of the signing of this agreement. The Lead Agency shall notify Housing Programs forthwith of any lapse or termination of any such insurance.

13. RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF HOUSING PROGRAMS

The management and supervision of the Designated Program are the sole and absolute responsibility of the Lead Agency. The Lead Agency is not in any way authorized to make a promise, agreement or contract on behalf of Housing Programs. This Agreement is a funding agreement only for the delivery of the Designated Program only and not a contract for employment. Housing Programs responsibility is limited to providing financial assistance to the Lead Agency towards the Eligible Designated Program Expenditures. The parties hereto declare that nothing in this agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Lead Agency shall not represent itself as an agent, employee or partner of Housing Programs.

14. CONFIDENTIALITY

The parties and their directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than Housing Programs staff at any time during or following the term of this Agreement, except where required by law, any information or document that tends to identify any individual in receipt of services without obtaining the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information or document. Where the Lead Agency is an "institution" as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, the provisions of such Act with respect to the disclosure or release of information may apply.

15. CONFLICT OF INTEREST

The Lead Agency, any of its sub-contractors and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services to Housing Programs where such activity or the provision of such services creates a conflict of interest (actually or potentially in the sole opinion of Housing Programs) with the provision of services pursuant to the Agreement. The Lead Agency acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the Corporation of the City of Sault Ste Marie and/or Social Services Department relevant to the services where Housing Programs has not specifically authorized such use.

16. FREEDOM OF INFORMATION

Any information collected by the Lead Agency pursuant to this Agreement is subject to the rights and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act*.

17. NON ASSIGNMENT

The Lead Agency shall not assign this Agreement, or any part thereof, without the prior written approval of Housing Programs.

18. DISPUTE RESOLUTION

Housing Programs and the Lead Agency agree that alternate dispute resolution processes such as mediation, appointment of a neutral third party evaluator or arbitration may be preferable to litigation as a way to resolve disputes that may arise under this Agreement and they agree to give good faith consideration to having to resort to an alternate dispute resolution process before initiating legal or other proceedings to deal with any such disputes.

19. LAWS

The Lead Agency shall carry out the project activities in compliance with all applicable Federal, Provincial, and Municipal laws, By-laws, and regulations, including any environmental legislation. The Lead Agency shall obtain, prior to the commencement of the project, all permits, licenses, consents and other authorizations deemed necessary to carrying out of the project.

20. TERM OF AGREEMENT

The term of this Agreement is from April 1, 2015 until March 31, 2017 with an option to renew.

21. REDUCTION OR TERMINATION OF FUNDING

21.1 If

- (a) The Designated Program named in this agreement is cancelled,
- (b) The level of funding for the Designated Program named in this Agreement for any Fiscal Year in which payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision.

Housing Programs may, upon not less than thirty (30) days' notice, reduce the funding under this agreement or terminate the Agreement.

- 21.2 Where, pursuant to section 21.1, Housing Programs gives notice of its intention to reduce its funding, and where, as a result of the reduction in funding, the Lead Agency is of the opinion that it will be unable to complete the Transitional Designate Program or will be unable to complete the Designated Program in the manner desired by Lead Agency, the Lead Agency shall notify Housing Programs of same as soon as possible after receiving notice of the funding reduction and may, upon not less than thirty (30) days written notice to Housing Programs, terminate the agreement.

22. TERMINATION OF AGREEMENT

Termination for Default

22.1. (a) The following constitute Event of default:

- I. The Lead Agency becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of the statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Lead Agency;
- II. The Lead Agency ceases to operate;

- III. The Lead Agency is in breach of the performance of, or compliance with, any provision of this Agreement;
- IV. The Lead Agency, in support of its application for Housing Programs contribution or in connection with this Agreement, has made materially false and misleading representations, statements or declarations, or provided materially false and misleading information to Housing Programs; or
- V. In the opinion of Housing Programs there is a material adverse change in the risk in the Lead Agencies ability to complete the Designated Program or to achieve the expected results of the project set out in accompanying schedules.

(b) If

- I. An Event of default specified in paragraph 22.1(a), I or II occurs; or
- II. An Event of Default specified in paragraphs 22.1(a), III, IV or V occurs and has not been remedied within thirty (30) days of receipt by the Lead Agency of written notice of default, or a plan satisfactory to Housing Programs to remedy such Event of default has not been put into place within such time period,

Housing Programs may, in addition to any remedies otherwise available, immediately terminate the agreement by written notice. Upon providing such notice of termination, Housing Programs shall have no obligation to make any further contribution to the Lead Agency.

- (c) In the event Housing Programs gives the Lead Agency written notice of default pursuant to paragraph 22(b)II, Housing Programs may suspend any further payment under this agreement until the end of the period given the Lead Agency to remedy the event of Default.
- (d) The fact that Housing Programs refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Housing Programs shall not prevent Housing Programs in any way from later exercising any other right or remedy under this Agreement or other applicable law.

Termination for Convenience

- 22.2 Either party may terminate this Agreement in whole or in part with respect to the provisions of any particular service upon thirty (30) days written notice to the other party. If the Agreement is terminated in part, all obligations with respect to the provisions of all other services continue in full force and effect.

23. COMMUNICATION

- 23.1 a requirement that the Lead Agency notify Housing Programs twenty (20) working days in advance of any and all communications activities, publications, advertising and press releases planned by the Lead Agency relating to the Designated Program; and
- 23.2 a requirement for the Lead Agency to cooperate with representatives of Canada during any official news releases or ceremonies relating to the announcement of the Designated Program.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals on the date written below.

DATED at Sault Ste Marie, Ontario this _____ day of _____ 2015.

SIGNED, SEALED AND DELIVERED	)	Corporation of the City of Sault Ste. Marie
	)	Per:
	)	
	)	
_____	)	_____
WITNESS	)	Christian Provenzano
	)	Mayor
	)	
	)	
_____	)	_____
WITNESS	)	Malcolm White
	)	City Clerk

DATED at Sault Ste Marie, Ontario this _____ day of _____ 2015.

	)	LEAD AGENCY
	)	Per:
	)	
	)	
_____	)	_____
WITNESS	)	Gary Vipond
	)	CEO-United Way

SCHEDULE "A"

Community Objective:

To undertake a well planned, coordinated and economical approach to the delivery of programs, services and supports to those who are homeless or at risk of homelessness to move from crisis to prevention, and ultimate self sufficiency.

HPS Strategy

The Homelessness Partnering Strategy (HPS) aims to prevent and reduce homelessness across Canada. It does so by developing partnerships that contribute to a sustainable and comprehensive continuum of supports to help homeless individuals move towards self-sufficiency and to prevent those at risk from becoming homeless.

Beneficiaries

Homeless individuals and families and those at risk of homelessness.

Program Specifics

Priority:

Shelter/Transitional Services and Supports

Objectives:

Reduce recidivism rate by 5%

Activities:

- Provide individualized case management
- Enhance and maintain existing core services
- Provide ongoing assistance and supports, including but not limited to:
 - Needs assessment
 - Case history & review
 - Basic living skills
 - Program participation
 - Agency referrals
 - Housing/Employment/Education support
 - Transportation assistance
 - Discharge planning
 - Post discharge support
- Basic services include, but not limited to:
 - Housing (obtaining and retaining)
 - Community Resources Support (understanding where and WHEN to go for help)
 - Budgeting & Financial Security assistance (how to plan and stick to it)
 - Educational Support (Completing and Furthering)
 - Meal Planning (nutritional and budgetary)
 - Facilitate community presentations and partnerships
- Complete a three month follow up for each individual assisted to independent housing

Indicators:

- Length of time in days or months that people remain in emergency or transitional beds
- Number of repeat residents accessing the shelter 2012 vs. 2013, 2013 vs. 2014.

Key Outcomes:

- Reduction of homelessness and transitions to housing stability
- Prevention of homelessness (decrease in recidivism rate)
- Social integration
- Increased access to other services

Sustainability

We hope to increase our community profile through this program thus making future fundraising more successful, leading to long term sustainability. We will continue to explore ALL funding opportunities to increase our annual operating budget.

SCHEDULE "B"

Interpretation

1. Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:
 - (a) "Community Plan" means the community plan designed to reduce and prevent homelessness that has been developed and approved.
 - (b) "Eligible Costs" mean costs incurred by the Lead Agency to cover all or a portion of the costs associated with planning, organizing, operating, delivering and evaluating eligible activities. It includes internal administrative costs, such as the cost of an auditor, when these administrative costs relates to the Lead Agency obligations under this Agreement. These administrative costs should not exceed 15% of the overall Project cost. Eligible Costs do not include administrative costs of the Lead Agency when the Lead Agency is carrying out a Project.
 - (c) "Fiscal year" means the period beginning on April 1 in one calendar year and ending on March 31 in the next calendar year
 - (d) "Project" means a project carried out by the Lead Agency which falls within the scope of the Community Plan and involves activities that fall within the scope of Eligible HPI Project Activities as described in Project Activities

Eligible Costs

General Conditions

1. Subject to the conditions in this section and sections 2 to 6 of this Schedule, the costs set out in the Expenditure Plans below are Eligible Costs for the purposes of this Agreement, subject to change only with Housing Programs' written approval. For greater certainty, any costs not specifically listed in the Expenditure Plans shall be ineligible unless authorized in writing by Housing Programs prior to being incurred. Eligible Costs can be listed or described generically or very specifically but should relate to the approved activities.
2. Costs are Eligible Costs only if they are, in the opinion of Housing Programs,
 - (a) directly related to the Project activities, and
 - (b) reasonable.
3.
 - (a) Subject to subsections (2), only those costs with respect to which the Lead Agency has incurred during the Project Period and received goods and services by the end of the Project Period are Eligible Costs. No costs incurred prior to or following the Project Period are Eligible Costs.
 - (b) If under the terms of this Agreement, the Lead Agency is required to provide to Housing Programs an audit report following the expiry of the Project Period and if the cost of the audit is otherwise an Eligible Cost, the cost of the audit is an Eligible Cost notwithstanding that it is incurred outside the Project Period.
 - (c) If under the terms of this Agreement, the Lead Agency is required to provide to Housing Programs a follow-up evaluation following the expiry of the Project Period and if the cost of the follow-up evaluation is otherwise an Eligible Cost, the cost of the follow-up evaluation is an Eligible Cost notwithstanding that it is incurred outside the Project Period.
 - (d) For clarity purposes, costs incurred by the Lead Agency in retaining the services of a licensed accounting firm pursuant to the approved activities are Eligible Costs under this Agreement as well as the cost of any auditor's report.
4. The portion of the cost of any goods and services purchased by the Lead Agency for which the Lead Agency may claim a GST/HST input tax credit or rebate is excluded from Eligible Costs and is not eligible for reimbursement under this Agreement. The Lead Agency shall, as far as reasonable and practical, take advantage of any GST/HST rebates or input tax credits that may be available to them.
5. The portion of any cost in respect of which the Lead Agency has received, or is entitled to receive, a contribution from another level of government or other source is not eligible for reimbursement.

Budget Flexibility

6. Provided that the adjustments do not result in any increase in the amount of total HPS contribution, the Lead Agency may make adjustments to vary, by up to 10%, the amount allocated for the following cost categories:

- (a) Professional Fees
- (b) Travel
- (c) Audit Costs
- (d) Other Activity Related to Direct Eligible Costs

Housing Programs must be advised in writing of any adjustments.

Eligible HPS Activities include:

7. Capital Investments (e.g., pre-development, purchase, construction, renovation and purchase of appliances and furniture)

- (a) Emergency shelter facilities
- (b) Transitional housing facilities
- (c) Supportive housing facilities
- (d) Non-residential facilities

8. Client Services

Activities may include:

- (a) Assistance to address basic needs such as shelter and food services;
- (b) Individual support services and other case-managed support services (including referrals to treatment or health services);
- (c) assistance with housing placement and housing retention e.g., services to transition people out of homelessness, or help those at imminent risk of homelessness to remain housed;
- (d) bridging to existing employment programs or removing barriers to employment or skill enrichment to facilitate labour market readiness.

9. Community Coordination, Partnership Development and Data Management

Activities may include:

- (a) Coordination of community consultation; community planning; and needs assessment
- (b) Local research and information collection and sharing (specific to the particular community);
- (c) Partnership and network development; and coordination of service provision; and
- (d) Emergency shelter usage data collection activities; data development; data coordination activities; and reporting on, for example, progress against Community Performance Indicators, once developed and implemented.

Eligible Project Costs

10. Specific costs may include, but are not limited to:

- (a) rented space to hold consultations or public meetings;
- (b) costs associated with conducting focus groups to inform research or the planning or assessment process;
- (c) the hiring of a consultant to facilitate the planning process and to draft the plan under the community's direction;
- (d) costs associated with publication and distribution of the community plan (e.g., layout, printing, postage, translation, etc.);
- (e) architectural costs for new buildings or construction;
- (f) property zoning and/or property assessment activities;
- (g) wages and mandatory employment-related costs (MERCs) for staff directly involved in project activities;
- (h) purchase or lease of land;
- (i) purchase or lease of buildings;
- (j) capital assets, furniture, appliances, fixtures;
- (k) honoraria;
- (l) costs of building, buying, renovating or making additions to shelter space, supportive or transitional housing;
- (m) supplies and equipment required to carry out an approved project;

- (n) food, clothing, personal and household items to help people who are homeless or at risk of becoming homeless;
- (o) costs associated with the provision of emergency assistance to assist homeless people or those at risk of homelessness to secure housing or housing-related services. These funds are not to be disbursed directly to individuals, but used for costs and services associated with their needs;
- (p) costs associated with conferences;
- (q) disbursements for research or technical studies;
- (r) research materials;
- (s) costs for continuum of support activities and services such as Interpersonal support, outreach support activities and enhancing the skills of the front-line staff of service organizations that work directly with the homeless population; and
- (t) costs associated with emergency shelter usage data collection activities; data development; data coordination activities; and reporting on progress against community performance indicators.

Administrative Costs

11. Eligible administrative costs include, but are not limited to:

- (a) wages and MERCS for administrative staff;
- (b) fringe benefits;
- (c) administrative support and supplies;
- (d) licenses, permits and fees for professional service;
- (e) disability needs;
- (f) banking fees and interest charges;
- (g) utilities, office supplies, travel, insurance, rental of office space, leasing or purchase of office equipment, costs of audits, evaluations and assessments;

12. Ineligible Costs

The following costs are NOT Eligible Costs:

- (a) entertainment expenses;
- (b) donations;
- (c) fines and penalties;
- (d) membership fees for clubs;
- (e) costs of constructing, buying, or renovating of buildings for use as permanent housing for homeless people
- (f) expenses related to affordable housing;
- (g) expenses related to social housing.

13. Recognition to the Government of Canada

It is a requirement that Lead Agency give appropriate recognition of the contribution of Canada to the designated project in its publicity and signage relating to the project, including any information provided to the public on any web site maintained by the LEAD AGENCY.

14. Lobbyist's Registration and Lobbyist's Contingency Fees

The Recipient declares that any person who has been lobbying on its behalf to obtain the contribution that is the subject of the Agreement was in compliance with the provisions of the Lobbying Act R.S.1985 c. 44 (4th Supp.) at the time the lobbying occurred and that any such person to whom the Lobbying Act R.S.1985 c. 44 (4th Supp.) Applies has or will receive no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

15. Results Accountability Criteria and Targets

- (a) The Lead Agency is responsible to report on its progress in achieving the priorities, targets and expected outcomes as specified in the Community Plan and their respective approved activities.
- (b) The Lead Agency agrees to assist Housing Programs in completing the Expected Results Report and the Final Results Report. The services provided under this agreement will be evaluated and assessed monthly based on program statistics, financial expenditures, gaps filled and gaps identified.

- (c) The Lead Agency recognizes the need to demonstrate results that show it is succeeding in addressing the homelessness needs of the community it serves and is accountable to. For the purpose of demonstrating such results, Housing Programs and the Lead Agency agree to use the following short-term performance indicators for measuring the results of the activities identified in the Community Plan on Homelessness.

16. Project Evaluation

- (a) Housing Programs will carry out an evaluation of the effectiveness of the approved activities in addressing the needs of the homeless and those at risk of homelessness. The Lead Agency shall cooperate with Housing Programs and if requested, the Government of Canada, in the conduct of any such evaluation. This cooperation may include, but is not limited to, providing Housing Programs, its representatives, or the Government of Canada with access to staff and records. The Lead Agency approves Housing Programs to provide their contact information to the Government of Canada, if applicable.
- (b) The Lead Agency will maintain uniform records and statistics of client activity, including information such as:
- o Gender
 - o Age
 - o Marital Status
 - o Single/family/number of dependants
 - o Aboriginal/non-aboriginal
 - o Recent Immigrant/Refugee
 - o Resident/non-resident
 - o Level of education
 - o Employment status
 - o Current income source(s)
 - o Reasons for requiring assistance
 - o Services provided (including referrals to other agencies)
 - o Presenting issues, if applicable
 - o Length of time services provided
 - o Frequency of use of service (first time or recurring client)
 - o Reason for discharge, if applicable

17. Environmental Protection

The Lead Agency shall:

- o Maintain and implement any and all environmental protection measures prescribed by the Canadian Environmental Assessment Act for ensuring that the harm to the environment resulting from the Sub-Projects, if any, will remain minimal;
- o Ensure that all environmental protection measures, standards and rules relating to the approved activities established by competent authorities are respected; and
- o Upon written request from Housing Programs or Government of Canada, produce any certificates, licenses, and other authorizations required, in respect of the rules relating to environmental protection.

SCHEDULE "C"

COMMUNITY ENTITY

Housing Programs
ADDRESS: 180 Brock Street
Sault Ste Marie, ON P6A 3B7
CONTACT PERSON: Joanne Pearson
PHONE: 705-759-5204
FAX: 705-759-5212
EMAIL: j.pearson@cityssm.on.ca

LEAD AGENCY

NAME: United Way of Sault Ste. Marie & District
Address: 7A Oxford St.
Sault Ste. Marie, ON P6B 1R7
CONTACT PERSON: Gary Vipond
PHONE: 705-256-7476
FAX: 705-759-5899
EMAIL: gvipond@ssmunitedway.ca

1.0 DESIGNATED PROGRAM PERIOD

The term of this Agreement is from April 1, 2015 until March 31, 2017 with an option to renew.

2.0 MAXIMUM CONTRIBUTION OF THE DSSMSSAB

The total maximum amount of Housing Programs contribution towards Eligible Expenditures of the Designated Program is \$51,003.00.

3.0 PAYMENT FOR SERVICES

Housing Programs agrees to issue quarterly payments of \$12,750.75 to the Lead Agency.

4.0 DESIGNATED PROGRAM

- 4.1 The Lead Agency agrees to provide financial supports for one (1) qualified full time Community Housing Support Worker position, available Monday to Friday for the Designated Program called the Homelessness Partnering Strategy (HPS) for purpose of the service category Transitional Services and Supports in accordance with schedule A and B.

5. REPORTING CRITERIA

- 5.1 Monthly activity reporting to the Community and Tenant Coordinator shall be completed electronically and submitted by PDF file no later than 10 working days following the end of the previous month as per the attached schedule "D" HPS Reporting Template.
- 5.2 Quarterly expenditures with relevant invoices and program statistics are to be sent to Housing Programs no later than 10 working days following the end of the previous month.
- 5.3 The Lead Agency shall utilize the Homeless Individuals and Families Information System (HIFIS) and enter all data in the required data fields as per Housing Programs direction on a daily basis. The Service Provider agrees to abide by the Data provision Agreement as per Human Resources and Skills Development Canada.

6.0 MEETINGS AND TRAINING

- 6.1 The Lead Agency agrees that the Community Housing Support Worker will participate in any training provided free of charge by Housing Programs.
- 7.2 The Lead Agency agrees to ensure the attendance of the Community Housing Support Worker for all meetings arranged by Housing Programs in regards to the delivery of the "Designated Program".

8.0 SERVICES REQUIRED TO BE PROVIDED BY THE COMMUNITY HOUSING SUPPORT WORKER POSITION

8.1 The Lead Agency agrees to:

- a) Complete housing applications with clients as required including Social Housing Registry applications.
- b) Refer clients to community services and resources to facilitate obtaining or retaining housing ie, income, education'
- c) Visit prospective housing with clients and assist with lease-signing, where necessary.
- d) Provide referrals for culturally appropriate services as needed.
- e) Provide support to shelter clients (families, singles, youth) with low/moderate acuity by assisting with finding accommodations /working with Housing Programs staff.
- f) Assist clients with calls to landlords, motel owners, rooming houses for potential rental options.
- g) Provide practical supports to clients to prevent housing loss and promote long-term housing retention.
- h) Assist clients to resolve the current housing crisis, which may involve liaising with social services, utilities, and mediating with the landlord or neighbouring tenants.
- i) Assist clients to access resources in the community that assists in managing their tenancy.
- j) Broker additional long-term supports through external referrals as required.
- k) Facilitate the process for clients in obtaining legal advice regarding the technical aspects of their involvement in the Rental Tribunal process, as necessary to prevent housing loss.
- l) Use common assessment tool (VISPDAT) to assess the acuity and support services that may be required.
- m) Coordinate case management and case conference activities with the Housing Support Team including (Shelter Coordinator /Transitional Case Manager, Tenant Support Worker) and other support agencies based on clients assessed needs.

SCHEDULE "D" HPS REPORTING TEMPLATE

Organization:

DEMOGRAPHICS	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Total
Gender													
Females													0
Males													0
Transgendered													0
Age Range													
15-30													0
31-64													0
65+													0
Special Needs													
People with Addictions													0
People with Physical Needs													0
People with Developmental Disabilities													0
People with Mental Health Issues													0
People with HIV/AIDS, Infectious Disease													0
Pregnant Women													0
Victims of Domestic Violence													0
People who Identify as GLBTI													0
Populations of Interest													
Aboriginal Peoples													0
Immigrants													0
Refugees													0
War Veterans													0
ECONOMIC OUTCOMES													
Changes in Income													
No Income to social assistance													0
No income to pension/benefits													0
No income to employment income													0
Social assistance to pension/benefits													0

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-115

AGREEMENT: (S3) A by-law to authorize the execution of an Agreement between the City and the Sault Ste. Marie Innovation Centre to perform data management and IT support for the Sault Ste. Marie HIFIS implementation.

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 April 1, 2015 between the City and the Sault Ste. Marie Innovation Centre to perform data management and IT support for the Sault Ste. Marie HIFIS implementation, 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 25th day of May, 2015.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

THIS AGREEMENT made the 1 st day of April, 2015

BETWEEN:

SAULT STE. MARIE INNOVATION CENTRE

(hereinafter referred to as the “Consultant”)

OF THE FIRST PART

-and-

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE SOCIAL SERVICES
DIVISION**

(together hereinafter referred to as the “Client / Project Lead”)

OF THE SECOND PART

WHEREAS

- A)** The consultant is in the business of providing information management services; and
- B)** The Client / Project Lead wishes to retain the Consultant to perform data management and IT support for the Sault Ste. Marie HIFIS implementation.

IN CONSIDERATION of the premises and the mutual covenants and agreements contained herein the parties hereto agree as follows:

1.0 SERVICES

- 1.1** The Client / Project Lead hereby retains the Consultant to perform data management and IT support for the Sault Ste. Marie HIFIS implementation (the “Services”), the description, stages, terms and conditions of which are set forth in Schedule A which forms an integral part of this agreement.
- 1.2** Schedule A to this Agreement may be modified after this Agreement is signed, over time and in accordance with the project, schedule and milestones referred to in Schedule A. The parties acknowledge that the Schedule and the milestones therein may have to be adjusted from time to time based on experience. Schedule A shows the state of development of the planning to date and all additions and changes to Schedule A are intended to be incorporated into and form part of this Agreement as they are made. Notwithstanding the foregoing the parties agree that no changes to Schedule A will be effective without the prior written consent of both parties.

2.0 APPLICABLE CHARGES

- 2.1. Schedule A sets forth the fees payable by the Funding Stakeholder for the services.
- 2.2. The Consultant will submit invoices of all applicable charges incurred by it in respect to the Services as per the payment schedule defined in Schedule A and any invoice submitted shall be due and payable within 30 days of receipt by the Funding Stakeholder

3.0. TERM

- 3.1. The term of this agreement shall be from April 1, 2015 to March 31, 2019.

4.0. TERMINATION

- 4.1. If either party (the "Defaulting Party") shall at any time neglect, fail or refuse to perform under any of the provisions of this Agreement, then the other party may serve upon the Defaulting Party, notice of intention to terminate this Agreement, which notice shall specify the alleged neglect, failure or refusal and shall be served by registered mail, and, if within thirty (30) days after the date of service of this notice, the Defaulting Party shall not have fully cured all the defaults indicted in the notice, or presented a plan acceptable to the other party to cure these defaults, then upon expiration of the thirty (30) days, the other party may, at its option, elect to terminate this Agreement.
- 4.2. If the Funding Stakeholder fails to pay the Consultant as set forth in this Agreement, the Consultant may immediately suspend all activity related to this Agreement upon delivery of written notice to the Funding Stakeholder and may, in addition to any other rights it may have under this Agreement or otherwise under law, pursue termination pursuant to 4.1 above.
- 4.3. The right of either party to terminate this Agreement hereunder shall not be affected by its failure to take action with respect to any previous default.
- 4.4. In the event of termination, as set forth in this clause, the Consultant shall be paid on a pro rata basis for all Services performed up to the date of termination

5.0. ACCEPTANCE OF DELIVERABLES

- 5.1. The Client / Project Lead will tell the Consultant in writing within ten (10) days of receipt of a deliverable whether it accepts or rejects such deliverable. The Client / Project Lead may reject any deliverable which does not comply with the description of work and/or with the Client / Project Lead's standards. If the Client / Project Lead fails to notify the Consultant within the specified time, the Client / Project Lead will accept the deliverable. If the Client / Project Lead rejects it, the Client / Project Lead shall allow the Consultant ten days to revise a deliverable to render such deliverable acceptable to the Client / Project Lead.

6.0. STATUS REPORTING

6.1. Information with respect to the status of the work and issues of accomplishments and difficulties shall be addressed at Status Committee meetings between representatives of the parties.

7.0. WARRANTY

7.1. The Consultant warrants that the Services will be performed consistent with mutually acceptable industry standards. This warranty is exclusive and in lieu of all other warranties, whether express or implied. For any breach of this warranty, the Client / Project Lead's exclusive remedy, and the Consultant's entire liability, shall be the re-performance of the Services. If the Consultant is unable to re-perform the Services as warranted, the Client / Project Lead shall be entitled to recover the fees paid to the Consultant for the deficient Services.

8.0. LIMITATION OF LIABILITY

8.1. In no event shall either party be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether or not such damages are foreseeable or whether or not the other party or any other person has been advised of the possibility of such damages.

9.0. CONSULTANT, STAFFING AND TRAINING

9.1. The consulting and professional personnel provided by the Consultant shall have appropriate technical and application skills to enable them to perform their duties. The Consultant shall supply the necessary instruction and training to enable the Client / Project Lead to utilize the Services contracted for hereunder. All instructions shall be given by qualified personnel.

10. PROPERTY RIGHTS TO DATA, CONFIDENTIALITY AND SECURITY

10.1. The HIFIS data used or stored pursuant to this Agreement are the exclusive property of homeless shelters licensed for use by the Sault Ste. Marie District Social Services Administration Board and Canadian Federal Government through a data sharing agreement.

11.0. RELATIONSHIP BETWEEN THE PARTIES

11.1. The Consultant is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

12.0. GOVERNING LAW

12.1. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the Province of Ontario.

13.0. NOTICES

13.1. All notices, demands or other communications including notices of address changes required or permitted to be sent hereunder shall be in writing, and sent either by personal delivery, overnight courier or facsimile or e-mail transmission to the respective address of the parties. Any notice, demand or communication delivered in person or by overnight courier shall be deemed to have been received on the day of its delivery and if sent by facsimile transmission or e-mail, on the first business day following its transmission.

14.0. SEVERABILITY

14.1. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

15.0. WAIVER

15.1. No term or provision of this Agreement shall be deemed waived by either party, and no breach excused by either party, unless the waiver or consent shall be in writing signed by the party granting such waiver or consent.

16.0. ENTIRE AGREEMENT

16.1. Schedule A together with the terms of this Agreement represents the entire Agreement of the parties and supercedes all previous agreements, proposals or representations written or oral with respect to the Services specified in this Agreement and Schedule A. Modification to Schedule A or this Agreement shall be valid only when made in writing and signed by both parties.

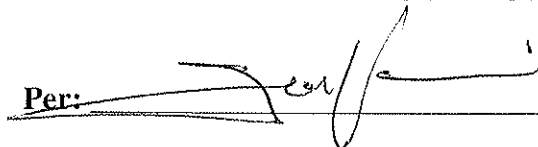
17.0. SUCCESSORS AND ASSIGNS

17.1. This Agreement shall be binding upon and enure to the benefit of each of the parties hereto and their respective successors and assigns. This Agreement may not be assigned by either party except with the prior written consent of the other party.

IN WITNESS WHEREOF the parties hereto have executed this agreement by their duly authorized representatives as of the reference date.

THE PARTIES AGREE that a facsimile copy signature shall be deemed as effective as an original signature for purposes under this agreement.

SAULT STE. MARIE INNOVATION CENTRE

Per:  _____

Tom Vair, Executive Director

Per: _____

I/We have authority to bind the Corporation

**CORPORATION OF THE CITY of SAULT STE. MARIE SOCIAL SERVICES
DEPARTMENT**

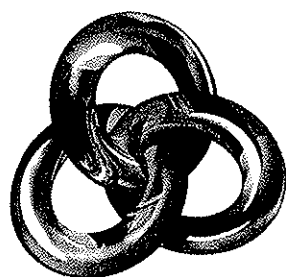
Per: _____

Mayor - Christian Provenzano

Per: _____

City Clerk - Malcolm White

I/We have authority to bind the Corporation



SAULT STE. MARIE
INNOVATION
CENTRE

Community Geomatics Centre

HIFIS Data Management and IT Support

Schedule A

Version 1.0

Date: April 1, 2015

REVISION HISTORY

Version/ Release	Date	Description of Revisions
1.0	April 1, 2015	Initial version by Paul Beach

PROPRIETARY & CONFIDENTIAL INFORMATION

The Sault Ste. Marie Innovation Centre ("SSMIC") considers all of the information contained in this Proposal to be proprietary and confidential. Such information consists of, but is not limited to, product or service recommendations, the manner, method and techniques to be used in the performance of the services set forth in the Proposal. Information contained in this Proposal shall not be disclosed to any third party, including but not limited to contractors and/or consultants, and shall not be disseminated or distributed to entities of persons except your personnel on a need-to-know. This restriction shall not apply to information which is known to you from a source other than SSMIC, or is or becomes known through no wrongful act of yours, or is rightfully required from a third party or independently developed by you, or is subsequently public disclosed by SSMIC or is approved for release by written authorization of SSMIC.

Service Provided

The Sault Ste Marie Innovation Centre (SSMIC) will provide access to the HIFIS application hosted centrally in SSMIC's data centre through Citrix to all of its locations located within Sault Ste Marie. This will allow SSMIC to update all applications to locations at once, collect all data easily and provide Tier 2 & 3 support to the personal designated through HIFIS. SSMIC will also provide remote desktop and antivirus support to the locations for HIFIS that are currently NOT covered by corporate IT departments.

SSMIC will provide Tier 2 and 3 support to City of Sault Ste. Marie and shelter staff. SSMIC will maintain a working knowledge of HIFIS software and processes as new software releases are planned and implemented.

Payment Schedule

Period of Service	Subtotal	HST	Total	Invoice Date
April 1, 2015 to June 30, 2015	\$3,539.82	\$460.18	\$4,000.00	April 1
July 1, 2015 to September 30, 2015	\$3,539.82	\$460.18	\$4,000.00	July 1
October 1, 2015 to December 31, 2015	\$3,539.82	\$460.18	\$4,000.00	October 1
January 1, 2016 to March 31, 2016	\$3,539.82	\$460.18	\$4,000.00	January 1
April 1, 2016 to June 30, 2016	\$3,539.82	\$460.18	\$4,000.00	April 1
July 1, 2016 to September 30, 2016	\$3,539.82	\$460.18	\$4,000.00	July 1
October 1, 2016 to December 31, 2016	\$3,539.82	\$460.18	\$4,000.00	October 1
January 1, 2017 to March 31, 2017	\$3,539.82	\$460.18	\$4,000.00	January 1
April 1, 2017 to June 30, 2017	\$3,539.82	\$460.18	\$4,000.00	April 1
July 1, 2017 to September 30, 2017	\$3,539.82	\$460.18	\$4,000.00	July 1
October 1, 2017 to December 31, 2017	\$3,539.82	\$460.18	\$4,000.00	October 1
January 1, 2018 to March 31, 2018	\$3,539.82	\$460.18	\$4,000.00	January 1
April 1, 2018 to June 30, 2018	\$3,539.82	\$460.18	\$4,000.00	April 1
July 1, 2018 to September 30, 2018	\$3,539.82	\$460.18	\$4,000.00	July 1
October 1, 2018 to December 31, 2018	\$3,539.82	\$460.18	\$4,000.00	October 1
January 1, 2019 to March 31, 2019	\$3,539.82	\$460.18	\$4,000.00	January 1

Assumptions:

- Costs to travel outside of Sault Ste. Marie for such events as the HIFIS National Conference if required would be charged additional if such travel was required.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-116

AGREEMENT: (AG114) A by-law to authorize the execution of an agreement between the City and Downtown Association and Reggie's Place Tavern O/B 882215 Ontario Inc. to permit Downtown Association and Reggie's Place Tavern O/B 882215 Ontario Inc. to occupy the property of the City identified as a section of Queen Street East from Spring Street to Elgin Street.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated May 25, 2015 between the City and Downtown Association and Reggie's Place Tavern O/B 882215 Ontario Inc., 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 25th day of May, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this 25th day of May, 2015.

BETWEEN:

**THE CORPORATION OF THE CITY
OF SAULT STE. MARIE**

(herein referred to as the “City”)

- and -

DOWNTOWN ASSOCIATION

(herein referred to as the “Downtown”)

- and -

REGGIE'S PLACE TAVERN O/B 882215 ONTARIO INC.

(herein referred to as the "Reggie's")

The City grants to Downtown and Reggie's (collectively referred to as the "Licencees") the right to occupy the property of the City ("the City Property") identified as a section of Queen Street East from Spring Street to Elgin Street, Sault Ste. Marie, specifically as shown and identified on Schedule "A" attached to this Licence. This Licence is subject to the conditions set out in Schedule "B" attached.

In this Licence, the “City” means the “Council” of the City of Sault Ste. Marie and any person authorized to act on its behalf.

This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED

[illegible]

Date: _____

**DUANE MOLENI – MANAGER,
DOWNTOWN ASSOCIATION**
*I HAVE THE AUTHORITY TO BIND
THE DOWNTOWN ASSOCIATION*

Date: _____

Print Name:
REGGIE'S PLACE TAVERN O/B 882215
ONTARIO INC.
I HAVE THE AUTHORITY TO BIND REGGIE'S

)
) **Date:** _____
)
) **THE CORPORATION OF THE CITY OF**
) **SAULT STE. MARIE**
)
)
)
) _____
) **MAYOR – CHRISTIAN PROVENZANO**
)
)
)
) _____
) **CITY CLERK – MALCOLM WHITE**
)
) ***WE HAVE THE AUTHORITY TO BIND THE***
) ***CORPORATION***
)

STAFF\AGREEMENTS\DOWNTOWN EVENTS AG114\DOWNTOWN EVENTS AG114\Reggies Place 25th
Celebration\Licence to Occupy – Reggie's 25 Year Celebration

**SCHEDULE “A” TO
LICENCE TO OCCUPY CITY PROPERTY**

City Property

The following structures and programming are permitted to be set up and/or conducted at the following locations on the City Property:

1. One (1) “Pop-Up Patio” composed of one (1) tent structure the size of twenty (20’) feet by forty (40’) feet may serve alcohol and be located on Queen Street East approximately in front of civic number 458 Queen Street East;
2. An outdoor stage and band (live music) may be located in the walkway at March Street approximately in front of civic number 472 Queen Street East;
3. Drumming and dancing approximately in front of the Courthouse at civic number 426 Queen Street East;
4. Classic car display on Queen Street East at Spring Street;
5. Motorcycle display approximately in front of the Canada Post Office at civic number 451 Queen Street East; and
6. Kid’s activities, including face painting, washer toss etc. approximately in front of the Courthouse at civic number 426 Queen Street East.

**SCHEDULE "B" TO
LICENCE TO OCCUPY CITY PROPERTY**

This Licence is subject to the following conditions:

1. The City hereby grants the Licencees permission to set up:
 - a. One (1) "Pop-Up Patio" composed of one (1) tent structure, the size of twenty (20') feet by forty (40') feet;
 - b. Live music;
 - c. Classic car display;
 - d. Motorcycle display;
 - e. Drumming and dancing; and
 - f. Kids' activities

collectively referred to as the "Programming" on June 5, 2015 as part of the Reggie's Place 25th Year Celebration "Event" on Queen Street East, Sault Ste. Marie, Ontario, at the locations identified in Schedule "A" to this Licence Agreement, and subject to the following time schedules for June 5, 2015:

- i. between the hours of 3:30 p.m. to 4:00 p.m., the Licencees may set up the tent structure and other Programming as necessary;
 - ii. between the hours of 4:00 p.m. and 11:00 p.m., the Event and Programming shall carry on;
 - iii. between the hours of 4:00 p.m. and 11:00 p.m. Reggie's may serve alcoholic beverages at the Pop-Up Patio in accordance with their Liquor Permit acquired from the Alcohol and Gaming Commission of Ontario ("AGCO"); and
 - iv. by the hour of 11:30 p.m., the Licencees shall have completed the removal of the Pop-Up Patio, Programming and other items related directly or indirectly from the Event and Programming from City Property at their sole cost, liability and expense.
2. The tent structures and Programming described in Schedule "A" to this Licence are to comply with the following conditions:
 - a. The tent structure must be no less than three (3m) metres (9.8 feet) away from any building;
 - b. The tent structures must be at ground level and must not be raised in any way; and
 - c. The tent structures and Programming must provide for access and clear passage by persons using mobility aides and strollers.
3. The Downtown Association and Reggie's represent and warrant that they have obtained any and all required permits from Algoma Public Health with respect to the Programming prior to the commencement of the Event.
4. Prior to the commencement of the Event, the Downtown Association and Reggie's shall provide the City with written confirmation by facsimile or email from Algoma Public Health listing any and

all permits obtained with respect to the Programming. In the event that such confirmation of permits obtained has not been received by the City by June 1, 2015, the Licencees acknowledge and agree that the Programming shall not proceed on June 5, 2015 with respect to the food vending component(s) and this Licence is hereby terminated as it pertains to those items not so confirmed. Such written confirmation shall be sent as follows:

CITY:

Melanie Borowicz-Sibenik
Assistant City Solicitor
Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1
Tel: (705)759-5403
Fax: (705)759-5405
Email: m.borowiczsibenik@cityssm.on.ca

5. Reggie's represents and warrants that it is the holder of a valid liquor licence and has obtained a temporary extension of the licence. Reggie's has received the AGCO's approval for the Pop-Up Patio Programming of the Event.
6. Reggie's acknowledges and agrees that it shall provide and serve alcohol for the Event at the Pop-Up Patios only if the Pop-Up Patio Programming is approved by the AGCO and the requirements set out in Section 7 below are satisfied. The Downtown Association represents and warrants that it is the sponsor for the Pop-Up Patio and the Event.
7. Prior to the commencement of the Event, Reggie's shall provide the City with written confirmation by facsimile or email from the AGCO that Reggie's has received approval for the Pop-Up Patio Programming of the Event. In the event that such confirmation of approval has not been received by the City by noon on June 5, 2015, the Licencees acknowledge and agree that the Event Programming shall not proceed on June 5, 2015 with respect to the Pop-Up Patio component and this Licence is hereby terminated as it pertains to the Pop-Up Patio. Such written confirmation shall be sent as follows:

CITY:

Melanie Borowicz-Sibenik
Assistant City Solicitor
Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1
Tel: (705)759-5403
Fax: (705)759-5405
Email: m.borowiczsibenik@cityssm.on.ca

8. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with the Pop-Up Patio, or any other matters related to the Programming and/or the Event. The

Licencees shall be responsible for all costs, expenses and liabilities relating to the setup, presence and removal of the Pop-Up Patio and all other matters related directly or indirectly to the Programming and/or the Event located on City Property. The Licencees shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the tent structure and Programming.

9. All matters related to the Event are the responsibility of the Licencees. At no time shall the City be responsible for any matters related directly or indirectly to the Programming and/or the Event, and the Licencees acknowledge and agree that they shall each indemnify and save harmless the City from any costs (including solicitor costs on a substantial indemnity scale basis and disbursements), liabilities and expenses incurred by the City that may result directly or indirectly from the Programming and/or the Event.
10. Reggie's shall have full responsibility to ensure that it has satisfied all liquor licence requirements for the Pop-Up Patio. At no time shall the City be responsible for any matters related to liquor licence requirements or approvals for the Pop-Up Patio. The Licencees shall save harmless and fully indemnify the City from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by Reggie's of such liquor licence requirements and/or approvals.
11. The Licencees shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Event and the Programming, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencees with such Laws, By-Laws, Rules and Regulations.
12. The Licencees shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the Event and/or the Programming.
13. The Licencees shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Event and/or the Programming, the intent being that the City shall be at no risk or expense to which it would not have been put had the Event and/or the Programming not occurred.
14. The Licencees shall not assign, transfer or make any other disposition of the Licence, or of the rights conferred thereby, without the prior express written consent of the City.
15. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of Queen Street East, such that removal of any portion or the entirety of the Event and/or the Programming is required, the Licencees shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Event and/or the Programming to its condition prior to such access by the City and/or emergency personnel.

16. The Event shall terminate at 11:30 p.m. on June 5, 2015. The Licencees shall promptly remove the Event and the Programming, and any matters related directly or indirectly thereto from the City Property and complete all necessary cleanup activities at their sole cost and expense by the hour of 11:30 p.m. on June 5, 2015, and leave the City Property in a condition satisfactory to the City; provided that if the required cleanup activities are not completed by the Licencees by 11:30 p.m. on June 5, 2015, the City may complete such clean up and removal of the items as it deems necessary at the expense, liability and risk of the Licencees.
17. The Licencees shall not use or permit the use of the City Property for any purpose other than the purpose herein set out, namely only that Programming or components thereof that have complied with the terms and conditions of this Licence. The Licencees shall not erect any other buildings or other structures, or conduct any other programming on the City Property unless expressly set out and approved by the City in writing in advance of the Event.
18. This Licence Agreement shall terminate at 11:30 p.m. on June 5, 2015. The provisions of Paragraphs 3, 5, and 8-18 inclusive of this Licence survive the termination of this Licence.
19. The Licencees each shall keep in force during the term of this Licence, property damage insurance and personal injury insurance against claims for bodily injury, death or property damage occurring on the City Property in an amount not less than Two Million (\$2,000,000.00) Dollars and name the City as "Additional Insured" to same. Proof of said insurance shall be filed with the Legal Department of the City of Sault Ste. Marie on or before June 5, 2015.