

REGULAR MEETING OF CITY COUNCIL REVISED AGENDA

Monday, August 10, 2015

4:30 p.m.

Council Chambers

Civic Centre

	Pages
1. ADOPTION OF MINUTES	17 - 31
Mover Councillor S. Myers Secunder Councillor F. Fata	
Resolved that the Minutes of the Regular Council Meeting of 2015 07 13 be approved.	
2. QUESTIONS AND INFORMATION ARISING OUT OF THE MINUTES AND NOT OTHERWISE ON THE AGENDA	
3. DECLARATION OF PECUNIARY INTEREST	
3.1 <i>Councillor M. Bruni - OLG Quarterly Payment</i>	
Employed by OLG.	
3.2 <i>Councillor J. Krmpotich - Local Immigration Partnership Contribution Agreement Amendment</i>	
Family member employed with the Local Immigration Partnership	
3.3 <i>Councillor J. Krmpotich - By-law 2015-145 (Agreement) Amendment to 2014-16 Local Immigration Partnership Contribution Agreement</i>	
Family member employed with the Local Immigration Partnership	
4. APPROVE AGENDA AS PRESENTED	
Mover Councillor T. Sheehan Secunder Councillor M. Bruni	
Resolved that the Agenda for 2015 08 10 City Council Meeting as presented	

be approved.

5. PROCLAMATIONS/DELEGATIONS

5.1 Community Development Award

5.2 Chamber of Commerce Executive Swearing In

5.3 Canadian Forest Service Week

David Nanang, Director General, Natural Resources Canada –Great Lakes Forestry Centre

5.4 World Entrepreneurs' Day

Ashlee Gerard, Youth Entrepreneurship Outreach Officer

5.5 Police Services Graffiti Delegation

32 - 50

Constable Michelle Johnson and Inspector Monique Rollin

5.6 Crime Stoppers of Sault Ste. Marie and Algoma District

Tom Burmaster, Vice-Chair, Board of Directors, Crime Stoppers of Sault Ste. Marie and Algoma District will be in attendance concerning Agenda item 8.2.

5.7 Downtown Business Improvement Area

51 - 77

Joe Bisceglia will be in attendance.

5.8 Request for Maintenance of Portion of Old Goulais Bay Road

Marc Bibeau will be in attendance concerning Agenda item 7.5.1.

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

Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that all the items listed under date 2015 08 10 – Part One – Consent Agenda be approved as recommended.

6.1 Mayor's Committee – Celebrate Canada 150

Mover Councillor T. Sheehan
Seconder Councillor M. Bruni

Resolved that Councillors Susan Myers and Judy Hupponen be appointed as Co-Chairs of the Mayor's Committee – Celebrate Canada 150 with resource staff provided from the Community Services Department, Finance Department and Clerk's Department.

- 6.2 Correspondence**
- 6.2.1 OLG Quarterly Payment** 78 - 82
- 6.3 Street Closing – Montcalm Road** 83 - 83
- A letter of request for a temporary street closing in conjunction with a Neighbourhood Street Party is attached for the consideration of Council.
- Montcalm Road from Sackville Road to Superior Drive – August 15, 2015
from 2:00 p.m. to 10:00 p.m.
- The relevant By-law 2015-142 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.4 Liquor Licence Extension Request** 84 - 86
- Correspondence requesting permission for private property liquor licence extension is attached for the consideration of Council.
- Mover Councillor T. Sheehan
Seconder Councillor M. Bruni
- 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:
- Canadian Bushplane Heritage Centre – 50 Pim Street – Lauzon Wedding
– August 29, 2015 – 4:00 p.m. to 2:00 a.m.
Tarentorus Sports Club – 56 Avery Road – Annual Slo-Pitch Tournament
– September 12, 2015 – 11:00 a.m.to 1:00 a.m.
- 6.5 Changes to Travel By-law** 87 - 88
- A report of the Interim CAO is attached for the consideration of Council.
- The relevant By-law 2015-147 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.6 Tender for One (1) Self-Propelled Ice Resurfacing Machine (2015CD02T)** 89 - 91
- A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover Councillor S. Myers
Seconder Councillor M. Bruni
- Resolved that the report of the Manager of Purchasing dated 2015 08 10 be received and the recommendation that the tender for the supply and delivery of One (1) Self-Propelled Ice Resurfacing Machine be awarded to The Zamboni Company Ltd. at their low tendered price, meeting specifications, of

\$83,785.00 plus HST, including trade-in allowance, be approved.

- 6.7 Tender for One (1) 64000 GVW Truck with Garbage Packer Body (2015WA17T)** 92 - 94
- A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover Councillor S. Myers
Secondar Councillor M. Bruni
- Resolved that the report of the Manager of Purchasing dated 2015 08 10 be received and the recommendation that the tender for the supply and delivery of One (1) 64000 GVW Truck equipped with a Garbage Packer Body be awarded to TMS Truck Centre Ltd. at their low tendered price, meeting specifications, of \$260,294.00 plus HST, be approved.
- 6.8 Financial Statements – 2014** 95 - 123
- A report of the Commissioner of Finance and Treasurer is attached for the consideration of Council. Representatives of KPMG LLP will be in attendance to respond to any questions of Council.
- Mover Councillor T. Sheehan
Secondar Councillor F. Fata
- Resolved that the report of the Commissioner of Finance and Treasurer dated 2015 08 10 concerning Financial Statements – 2014 be received and the recommendation that the audited Consolidated Financial Statements for 2014 be approved.
- 6.9 Six Month Financial Report: June 30, 2015** 124 - 144
- A report of the Commissioner of Finance is attached for the consideration of Council.
- Mover Councillor S. Myers
Secondar Councillor M. Bruni
- Resolved that the report of the Commissioner of Finance and Treasurer dated 2015 08 10 concerning Six Month Financial Report to June 30, 2015 be received as information.
- 6.10 John Rhodes Community Centre – Lease Agreement for the Operation of the Restaurant** 145 - 146
- A report of the Commissioner of Community Services is attached for the consideration of Council.
- The relevant By-law 2015-137 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.11 Mayor's Youth Advisory Council Fund Transfer** 147 - 148

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

Mover Councillor T. Sheehan
Seconder Councillor M. Bruni

Resolved that the report of the Supervisor of Community Services dated 2015 08 10 concerning Transfer of Funds to Mayor's Youth Advisory Account be received and that the transfer from the Grants – Youth Partnership account to the Mayor's Youth Advisory Council account be approved.

- 6.11.1 *Terms of Reference* 149 - 155**
- 6.12 Municipal Council Support Resolution Amendment 156 - 158**
- A report of the Environmental Initiatives Co-ordinator is attached for the consideration of Council.
- The relevant By-law 2015-144 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.13 Licence to Occupy City Property Agreement for the Back to School Carnival 159 - 160**
- A report of the Assistant City Solicitor is attached for the consideration of Council.
- The relevant By-law 2015-139 is listed under item 11 of the Agenda and will be read with all by-laws at that time.
- 6.14 Licence to Occupy City Property Agreement for Q Café & Bakery 161 - 162**
- A report of the Assistant City Solicitor is attached for the consideration of Council.
- The relevant By-law 2015-138 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.15 Sault Ste. Marie Park Subdivision Lane Closing - Housekeeping 163 - 164**
- A report of the Assistant City Solicitor is attached for the consideration of Council.
- The relevant By-law 2015-143 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.16 POA – Second Inter-Municipal Agreement 165 - 166**
- A report of the Assistant City Solicitor is attached for the consideration of Council.
- The relevant By-law 2015-134 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.17 Delegation of Signing Authority – Minor Easement Agreements 167 - 168**

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

The relevant By-law 2015-146 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.18 Proposed Tree Preservation Policy 169 - 173

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

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that the report of the Planning Director dated 2015 08 10 concerning Proposed Tree Preservation Policy be accepted and that City Council approve the recommended tree preservation policy relating to road reconstruction and new plans of subdivision.

6.19 Community Development Award 2015 174 - 179

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

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that the report of the Planner dated 2015 08 10 concerning Community Development Award be received and that City Council award the 2015 Community Development Award to Savoy's Jewellers located at 290 Queen Street East.

6.20 Queen Street Streetscape Project – Contract 2015-9E 180 - 184

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

The relevant By-law 2015-148 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Mover Councillor M. Shoemaker
Seconder Councillor S. Butland

Resolved that appropriate staff be requested to report to Council as to potential options regarding relocation of the granite Walk of Fame maple leaves.

6.21 Hub Trail Spokes and Priority Cycling Routes – Funding Opportunities 185 - 190

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

Mover Councillor T. Sheehan
Seconder Councillor M. Bruni

Resolved that the report of the Planning Division dated 2015 08 10 concerning Hub Trail Spokes and Priority Cycling Routes funding opportunities be accepted as information and that staff report to Council on the status of the OMCIP application.

- 6.22 Healthy Kids Community Challenge Agreement 191 - 192**
- A report of the Commissioner of Social Services is attached for the consideration of Council.
- Mover Councillor T. Sheehan
Seconder Councillor M. Bruni
- Resolved that the report of the Commissioner of Social Services dated 2015 08 10 concerning Healthy Kids Community Challenge Agreement be received and the recommendation that Council enter into a 2015-2018 Contribution Agreement with the Ministry of Health (MoH) to secure funding to implement and administer the Healthy Kids Community Challenge initiative be approved.
- 6.23 Local Immigration Partnership Contribution Agreement Amendment 193 - 194**
- A report of the Commissioner of Social Services is attached for the consideration of Council.
- The relevant By-law 2015-145 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.24 *Amendments to By-laws Appointing Special Constables* 195 - 203**
- Reports from the Manager of Transit and Parking are on the Agenda.
- The relevant By-laws 2014-140 and 2015-141 are listed under item 11 of the Agenda and will be read with all other by-laws under that item.
- 6.25 *Temporary Lane Closing – Gore Street* 204 - 205**
- A letter of request for a temporary lane closing in conjunction with a filming event is attached for the consideration of Council.
- Laneway – 13 Queen Street East to Gore Street – August 24 and 25, 2015 from 7:45 a.m. to 8 p.m. each day
- The relevant By-law 2015-132 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**

7.5.1 Request for Maintenance of Portion of Old Goulais Bay Road 206 - 209

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

Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that the report of the Assistant City Solicitor dated 2015 08 10 concerning Request for Maintenance of Portion of Old Goulais Bay Road be received and the City Public Works Department be directed to install “No Parking” and “No Dumping” signage at the end of Old Goulais Bay Road, that the City Legal Department be directed to bring forward to the next City Council meeting a By-law to effect the necessary amendments to City Traffic By-law 77-200 and Schedule “A” thereto to facilitate the parking prohibition, and further that the Legal Department be directed to write to the residents signatory to the Petition to provide particulars regarding to whom the complaints as set out in the Petition should be addressed going forward.

7.6 PLANNING

7.6.1 A-14-15-Z – 849 Second Line East 210 - 218

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

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that the report of the Planning Division dated 2015 08 10 concerning A-14-15-Z – 849 Second Line East be received and that Council rezone the subject property, removing the Holding Provision from 849 Second Line East, subject to the following:

1. That both 829 and 849 Second Line East share one common access and egress point only; and
2. That prior to entering into a Site Plan Agreement, an easement agreement be registered on title, to facilitate the common Second Line East access/egress point.

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

7.8.1 PUC Q1 Shareholder Quarterly Report 219 - 228

The PUC Q1 Shareholder Quarterly Report is attached for the information of Council.

7.8.2 Spending Review Committee Report 229 - 231

A report of Mayor Provenzano on behalf of the Spending Review Committee is attached for the consideration of Council.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that the report of the Mayor on behalf of the Spending Review Committee dated 2015 08 10 be received and the recommendations contained therein be approved.

7.8.3 Conferences and Major Special Events Committee Report 232 - 236

A report of the Chair - Conferences and Major Special Events Committee is attached for the consideration of Council.

Mover Councillor T. Sheehan
Seconder Councillor F. Fata

Resolved that the report of the Chair, Conferences and Major Special Events Committee dated 2015 08 10 concerning Conferences and Major Special Events – 2015 be received and that Council authorize municipal financial support in the amount of \$10,000 for the 2015 Ontario Regional Synchronized Skating Championships to be funded from the 2015 Conferences and Major Special Events fund.

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

8.1 Smart Metering 237 - 238

Mover Councillor P. Christian
Seconder Councillor S. Butland

Whereas the city of Sault Ste. Marie has identified itself as the “Alternative Energy Capital of North America and;

Whereas the city continues to embrace energy initiatives and new technologies and;

Whereas council is seeking continued efficiencies within city operations and is asking city staff to review operations to determine where cost savings can be realized to minimize the tax burden on local tax payers and;

Whereas energy usage and its inherent costs make up a substantial portion of the city’s operating budget and;

Whereas the city has embarked on a multi -year asset management plan which, among other things, will evaluate city facilities and their continued efficient operations in the years to come and;

Whereas there are new energy technologies that monitor real time energy usage at the circuit level which help institutions, companies, and manufacturing facilities manage energy consumption and costs and;

Whereas this technology may be useful in managing energy consumption and will likely reduce energy costs within city operations.

Now Therefore Be It Resolved that Council ask the Municipal Environmental Initiatives Committee to initiate a pilot (test) project that will utilize this new

technology in one of our city facilities for a period not to exceed six months.

And further, that the Municipal Environmental Initiatives Committee report on the results of the test project once completed. The report should include but not be limited to information relating to cost savings realized and the feasibility, costs, and potential savings of a full scale roll out.

8.2 Crime Stoppers of Sault Ste. Marie and Algoma District 239 - 255

Mover Councillor R. Niro
Seconder Councillor M. Bruni

Whereas Crime Stoppers of Sault Ste. Marie and Algoma District is a non-profit charitable community service program; and

Whereas Crime Stoppers helps solve and prevent crime in our community by providing a way for the public to anonymously report of criminal activity; and

Whereas Crime Stoppers is a partnership of the public, police and media; and

Whereas the Crime Stoppers program has been a long-standing and successful program benefitting not only the Sault Ste. Marie Police Service but also the other policing agencies within our community and district; and

Whereas without a contribution from the City of Sault Ste. Marie, the continued operation of Crime Stoppers could be put at risk;

Now Therefore Be It Resolved that the City of Sault Ste. Marie contribute to Crime Stoppers, the amount of \$27,894.97 which is based on a per capita share among the communities in the Algoma District; and

Further Be It Resolved that the Council of the City of Sault Ste. Marie thanks Crime Stoppers for its work in assisting to solve crime, and contributing to the betterment of the quality of life in Sault Ste. Marie.

8.3 Public Art Policy 256 - 261

Mover Councillor S. Butland
Seconder Councillor S. Myers

Whereas Sault Ste Marie does not presently have a Public Art Policy as do many cities across Canada; ranging in size from Sioux Lookout (pop.5,000) to Toronto (metro. pop.6,000,000)and including such cities as Moncton, Kitchener, Guelph, Windsor, Thunder Bay, Red Deer, St. Catharines, Peterborough etc; and

Whereas Sault Ste.Marie possesses a vibrant, engaged and talented arts and culture community and therefore should pursue such a policy to appropriately acknowledge these individuals by showcasing their works in/at various public venues,

Now Therefore Be It Resolved that Council endorse an interim exploratory committee comprised of 2 councillors, the Executive Director and Chair of the Art Gallery of Algoma, the Chair of the Cultural Advisory Board and resource staff from Planning, Clerk's, Legal, Recreation and Culture to recommend to

Council next steps in adopting a Public Art Policy.

8.4 Municipal Flag

Mover Councillor M. Shoemaker
Seconder Councillor T. Sheehan

Whereas Sault Ste. Marie's Municipal Flag is a depiction of our current municipal Coat of Arms on a blue background; and

Whereas the a new municipal Coat of Arms is in the final stages of approval from the Office of the Governor General of Canada; and

Whereas the new municipal Coat of Arms will necessitate a change in the Municipal Flag; and

Whereas a flag can serve as a symbol of unity and pride; and

Whereas the Sault Ste. Marie flag is the face of our city at home and abroad; and

Whereas it is in the municipality's interest to encourage the displaying of the Sault Ste. Marie Municipal Flag; and

Now Therefore Be It Resolved that the City of Sault Ste. Marie accept proposals for a new Sault Ste. Marie Municipal Flag until December 31, 2015; and

Be It Further Resolved that a committee of council be struck to review the Sault Ste. Marie Municipal Flag proposals and make a recommendation to council on a new Sault Ste. Marie Municipal Flag;

8.5 Budget Timelines

Mover Councillor S. Myers
Seconder Councillor M. Shoemaker

Whereas it is the goal of City Council to deliberate and approve the City budget as early as possible; and

Whereas the Commissioner of Finance has indicated there are some options to achieve this goal,

Therefore be it resolved that the Commissioner of Finance report to Council on this matter in September.

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

10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

11. CONSIDERATION AND PASSING OF BY- LAWS

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that all By-laws under item 11 of the Agenda under date 2015 08 10 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 2015-134 (Agreement) POA Inter-municipal Agreement** 262 - 267
- A report from the Assistant City Solicitor is on the Agenda.
- Mover Councillor S. Myers
Seconder Councillor F. Fata
- Resolved that By-law 2015-134 being a by-law to authorize execution of an inter-municipal agreement between the City and the Municipal Partners for the provision of Provincial Offences administration, revenue sharing and prosecutorial services be passed in open Council this 10th day of August, 2015.
- 11.1.2 By-law 2015-135 (Zoning) 342/346 John Street** 268 - 270
- Passed by Council resolution on June 22, 2015.
- Mover Councillor S. Myers
Seconder Councillor F. Fata
- Resolved that By-law 2015-135 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 342/346 John Street (1890798 Ontario Inc.) be passed in open Council this 10th day of August, 2015.
- 11.1.3 By-law 2015-136 (Development Control) 342/346 John Street** 271 - 273
- Passed by Council resolution on June 22, 2015.
- Mover Councillor S. Myers
Seconder Councillor F. Fata
- Resolved that By-law 2015-136 being a by-law to designate the lands located at 342/346 John Street an area of site plan control (1890798 Ontario Inc.) be passed in open Council this 10th day of August, 2015.
- 11.1.4 By-law 2015-137 (Agreement) 2463279 Ontario Ltd. cob Centro Sports Bar & Restaurant** 274 - 350
- A report from the Commissioner, Community Services Department is on the Agenda.
- Mover Councillor S. Myers
Seconder Councillor F. Fata
- Resolved that By-law 2015-137 being a by-law to authorize the execution of an agreement between the City and 2463279 Ontario Ltd. carrying on

business as Centro Sports Bar & Restaurant to permit 2463279 Ontario Ltd. to lease part of the property of the City at 260 Elizabeth Street, being a portion of the John Rhodes Community Centre be passed in open Council this 10th day of August, 2015.

11.1.5 By-law 2015-138 (Agreement) Q Cafe & Bakery 351 - 356

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

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2015-138 being a by-law to authorize the execution of an agreement between the City and Q Cafe Bakery to permit Q Cafe & Bakery to occupy a portion of City property along the March Street boulevard adjacent to their operating location at 472 Queen Street East for use as an outdoor patio be passed in open Council this 10th day of August, 2015.

11.1.6 By-law 2015-139 (Agreement) Downtown Association and Pentecostal Assemblies of Canada in Trust for The Summit 357 - 363

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

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2015-139 being a by-law to authorize the execution of a Licence to Occupy City Property Agreement between the City, Downtown Association and the Pentecostal Assemblies of Canada in trust for The Summit (the "Licensees") to permit the Licensees to occupy a portion of Queen Street East from Elgin Street to Bruce Street for the Back to School Carnival on August 29, 2015 be passed in open Council this 10th day of August, 2015.

11.1.7 By-law 2015-140 (Parking) Appointment Municipal Law Enforcement Officers 364 - 366

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2015-140 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council this 10th day of August.

11.1.8 By-law 2015-141 (Parking) Appointment By-law Enforcement Officers 367 - 368

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2015-141 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council this 10th day of August, 2015.

- 11.1.9 By-law 2015-142 (Temporary Street Closing) Montcalm Road 369 - 369**
Mover Councillor S. Myers
Seconder Councillor F. Fata
Resolved that By-law 2015-142 being a by-law to permit the temporary closing of Montcalm Road from Sackville Road to Superior Drive to facilitate a Street Party (neighbours) be passed in open Council this 10th day of August, 2015.
- 11.1.10 By-law 2015-143 (Lane Closing) Sault Ste. Marie Park Subdivision 370 - 372**
Mover Councillor S. Myers
Seconder Councillor F. Fata
Resolved that By-law 2015-143 being a by-law to stop up, close, and authorize the sale of a lane in the Sault Ste. Marie Park Subdivision and to repeal By-law 87-193 be passed in open Council this 10th day of August, 2015.
- 11.1.11 By-law 2015-144 (Resolutions) Amend By-law 2015-124 373 - 374**
A report from Environmental Initiatives Coordinator is on the Agenda.
Mover Councillor S. Myers
Seconder Councillor F. Fata
Resolved that By-law 2015-144 being a by-law to amend By-law 2015-124 (a by-law authorizing the execution of Municipal Council Support Resolutions) be passed in open Council this 10th day of August, 2015.
- 11.1.12 By-law 2015-145 (Agreement) Amendment to 2014-16 Local Immigration Partnership Contribution Agreement 375 - 398**
A report from the Commissioner of Social Services is on the Agenda.
Mover Councillor S. Myers
Seconder Councillor F. Fata
Resolved that By-law 2015-145 being a by-law to authorize the execution of an Amendment to the 2014-16 Local Immigration Partnership Contribution Agreement, being Agreement Number S153295049, between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of Citizenship and Immigration, for the continuation of Sault Ste. Marie's Local Immigration Partnership region development for the time period of April 1, 2014 to March 31, 2016 be passed in open Council this 10th day of August, 2015.
- 11.1.13 By-law 2015-146 (Procedure) Delegation to City Solicitor 399 - 400**
A report from the Solicitor/Prosecutor is on the Agenda.
Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2015-146 being a by-law to delegate to the City Solicitor, or his/her designate, the authority to enter into minor easement agreements on behalf of the City of Sault Ste. Marie be passed in open Council this 10th day of August, 2015.

11.1.14 By-law 2015-147 (Administration) Membership Fees, Registration Fees and Travel Expenses 401 - 414

A report from the Chief Administrative Officer is on the Agenda.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2015-147 being a by-law to authorize payment of membership fees, registration fees and travel expenses incurred by members of the Council and employees of the Corporation while travelling on the business of the Corporation be passed in open Council this 10th day of August, 2015.

11.1.15 By-law 2015-148 (Agreement) M. Ricks Excavation Inc. Queen Street Streetscape Project 415 - 417

A report from the Planner is on the Agenda.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2015-148 being a by-law to authorize execution of a contract between the City and M. Ricks Excavation Inc, for the Queen Street Streetscape project be passed in open Council this 10th day of August, 2015. (Contract 2015-9E)

11.1.16 By-law 2015-149 (Agreement) Province Healthy Kids Project 418 - 449

A report from the Commissioner of Social Services is on the Agenda

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2015-149 being a by-law to authorize the execution of an agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Health and Long-Term Care for funding for Ontario's Healthy Kids Community Challenge Project be passed in open Council this 10th day of August, 2015.

11.1.17 By-law 2015-132 (Temporary Laneway Closing) Behind 13 Queen St East 450 - 450

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that By-law 2015-150 being a by-law to permit the temporary closing of the laneway behind 13 Queen Street East to where it intersects with

Gore Street to facilitate the filming of a movie taking place at Ernie's Coffee Shop on August 24 and 25, 2015 be passed in open Council this 10th day of August, 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**

Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that this Council proceed into closed session to discuss one matter involving the potential acquisition or disposition of property, 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 (*Possible Acquisition or Disposition of Land – section 239 (2)(c)*).

13.1 ***Additional Closed Session Motion***

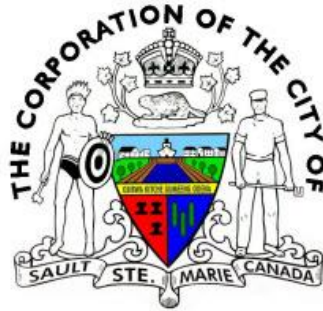
Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that this Council proceed into closed session to discuss labour relations; 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. (*Labour Relations or Employee Negotiations – section 239 (2) (d)*).

14. **ADJOURNMENT**

Mover Councillor T. Sheehan
Seconder Councillor F. Fata

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, July 13, 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 J. Hupponen, Councillor M. Shoemaker, Councillor L. Turco, Councillor R. Niro, Councillor M. Bruni, Councillor F. Fata, Councillor J. Krmpotich, Councillor R. Romano

Officials: N. Apostle, S. Schell, J. Dolcetti, L. Girardi, N. Kenny, M. White, M. Figliola, R. Nenonen, P. Tonazzo, D. Scott, M. Blanchard, D. Scott, F. Coccimiglio

1. ADOPTION OF MINUTES

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that the Minutes of the Regular Council Meeting of 2015 06 22 be approved.

Carried

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

3. DECLARATION OF PECUNIARY INTEREST

3.1 Councillor L. Turco – Additional Service to Industrial Park and New School

Spouse is a trustee with the Huron-Superior Catholic District School Board.

3.2 Councillor L. Turco – A-13-15-Z – 207 Dacey Road

Spouse is a trustee with the Huron-Superior Catholic District School Board.

3.3 Councillor M. Shoemaker – Miscellaneous Sewer Contract – 2015-8E

Proposed work has the potential to affect personal property.

3.4 Councillor J. Krmpotich – Community Festival – United Steelworkers

United Steelworkers Union Co-ordinator.

3.5 Councillor S. Butland – Northern Community Centre Rooftop Solar Photovoltaic Project Update

Son-in-law is employed by Ethos Solar.

3.6 Councillor S. Butland – Solar Photovoltaic Municipal Council Support Resolutions

Son-in-law is employed by Ethos Solar.

3.7 Councillor R. Niro – Downtown Community Improvement Plan – Financial Incentive Grant Applications – July 2015

Daughter provided design work for upgrading the facade for one of the applicants (Synergy Naturopathic Clinic).

3.8 Councillor R. Niro – Additional Service to Industrial Park and New School

Spouse employed by the Huron-Superior Catholic District School Board.

3.9 Councillor R. Niro – A-13-15-Z – 207 Dacey Road

Spouse employed by the Huron-Superior Catholic District School Board.

3.10 Councillor R. Romano – Licence to Occupy for The Art Gallery of Algoma

Spouse is a member of the Art Gallery board of directors.

3.11 Councillor R. Romano – By-law 2015-130 (Agreement) The Art Gallery of Algoma

Spouse is a member of the Art Gallery board of directors.

3.12 Councillor R. Romano – Downtown Community Improvement Plan – Financial Incentive Grant Applications – July 2015

One of the applicants is a personal friend.

3.13 Councillor R. Romano – A-13-15-Z – 207 Dacey Road

Applicant is a personal friend.

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that the Agenda for 2015 07 13 City Council Meeting as presented be approved.

Carried

5. PROCLAMATIONS/DELEGATIONS

5.1 Kiwanis International Year

Vicky Roy, President of the Sault Ste. Marie Kiwanis Club and Ford Upton, President of the Kiwanis Club of Lakeshore were in attendance.

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

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that all the items listed under date 2015 07 13 – Part One – Consent Agenda be approved, save and except item 6.17.

Carried

6.1 Street Closing – Back to School Carnival

The letter of request for a temporary street closing in conjunction with The Summit Community Church – Back to School Carnival was received by Council.

- Queen Street East from Elgin Street to Bruce Street – August 29, 2015 from 10:30 a.m. to 1:30 p.m.

The relevant By-law 2015-132 is listed under item 11 of the Minutes.

6.2 Tenders for Equipment

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

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Manager of Purchasing dated 2015 07 13 be received and the recommendation that the tenders for the supply and delivery of various pieces of equipment be awarded as follows:

- One (1) Diesel Riding Mower – Northshore Tractor Ltd. \$21,678.53 c/w Front Mower Deck
- One (1) 15000 GVW Diesel – Allan Fyfe Equipment Ltd.\$153,782.00 Signalier Platform Lift
- One (1) Municipal Tractor – Work Equipment Ltd.\$162,055.0 c/w Snowblower, Plows & Sweeper
- Two (2) 58000 GVW Tandem Trucks – TMS Truck Centre Ltd. \$378,820.12 c/w Plow, Wing, Harness & Dump Box

for a total amount of \$716,335.65 (H.S.T. extra) be approved.

Carried

6.3 Tender for Municipal Mausoleum Phase XIV (2015CI01T)

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

The by-law authorizing signature of a formal contract will appear on a future Council Agenda.

Moved by: Councillor P. Christian

Seconded by: Councillor R. Romano

Resolved that the report of the Manager of Purchasing dated 2015 07 13 be received and the recommendation that the tender for the Municipal Mausoleum Phase XIV be awarded to Gough Masonry Ltd. at their low tendered price, meeting specifications, of \$783,600.00 plus HST, be approved; and further that the City's Consultant, EPOH Inc., be authorized to provide a Letter of Intent formally authorizing Gough Masonry Ltd. to proceed with this project.

Carried

6.4 Tenders for Equipment – Leases

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

The by-law authorizing signature of the required leases will appear on a future Council Agenda.

Moved by: Councillor S. Butland

Seconded by: Councillor R. Romano

Resolved that the report of the Manager of Purchasing dated 2015 07 13 be received and the recommendation that the tenders for the supply and delivery of various pieces of equipment be awarded as follows:

- Lease of Four (4) Front End Loaders – Tracks & Wheels Equipment \$3,008.80 (periodic payment per unit – HST extra)
- Lease of Three (3) Graders c/w Snow Wing and Front Blades – Nortrax Canada Inc. \$7,522.75 (periodic payment per unit – HST extra)

for a total amount of \$207,620.70 (HST extra) for the initial Winter Control Season be approved.

Carried

6.5 Vacancy Management Plan

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

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Commissioner of Finance and Treasurer dated 2015 07 13 concerning the Vacancy Management Plan be received as information.

Carried

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Myers

Whereas the Commissioner of Finance has conducted a review of vacant positions within the Finance Department; and

Whereas that review has resulted in internal savings of nearly \$100,000 and a beneficial realignment of staffing resources; and

Whereas it is in the City's interests to operate efficiently, to find cost savings and to optimize staffing levels wherever possible; and

Whereas the City's current vacancy management policy is more than 25 years old and is in need of review to ensure that its provisions are adequate, appropriate and consistently applied;

Now Therefore Be It Resolved that the Commissioner of Human Resources and the CAO be directed to conduct a review of vacancy management policies across other municipalities or large organizations and report back to Council on ways to improve and implement an effective and consistently-used vacancy management policy in Sault Ste. Marie.

Carried

6.6 Property Tax Appeals

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

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that the report of the City Tax Collector dated 2015 07 13 concerning Property Tax Appeals be received and the recommendation that the tax records be amended pursuant to Section 357 of the *Municipal Act* be approved.

Carried

6.7 Miscellaneous Sewer Contract – 2015-8E

Councillor M. Shoemaker declared a conflict on this item. (Proposed work has the potential to affect personal property.)

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

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Design and Construction Engineer dated 2015 07 13 concerning Miscellaneous Sewer Contract be received and that the work be deferred until 2016 when the City can re-tender within a larger contract in order to receive a more competitive bid; the Engineering Department also to explore the option of Public Works constructing portions of this contract.

Carried

6.8 Northern Community Centre Rooftop Solar Photovoltaic Project Update

Councillor S. Butland declared a conflict on this item. (Son-in-law is employed by Ethos Solar.)

The report of the Environmental Initiatives Co-ordinator was received by Council.

The relevant By-law 2015-127 is listed under item 11 of the Minutes.

6.9 Solar Photovoltaic Municipal Council Support Resolutions

Councillor S. Butland declared a conflict on this item. (Son-in-law is employed by Ethos Solar.)

The report of the Environmental Initiatives Co-ordinator was received by Council.

The relevant By-law 2015-128 is listed under item 11 of the Minutes.

6.10 Deeming By-law Huron Subdivision – Lots 77 to 83, Plan 12983 St. Mary's (Blessed Sacrament)

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

The relevant By-law 2015-129 is listed under item 11 of the Minutes.

6.11 Lease – 363 Wellington Street West

The report of the City Solicitor was received by Council.

The relevant By-law 2015-133 is listed under item 11 of the Minutes.

6.12 Licence to Occupy for The Art Gallery of Algoma

Councillor R. Romano declared a conflict on this item. (Spouse is a member of the Art Gallery board of directors.)

The report of the City Solicitor was received by Council.

The relevant By-law 2015-130 is listed under item 11 of the Minutes.

6.13 Downtown Community Improvement Plan – Financial Incentive Grant Applications – July 2015

Councillor R. Niro declared a conflict on this item. (Daughter provided design work for upgrading the facade for one of the applicants (Synergy Naturopathic Clinic).)

Councillor R. Romano declared a conflict on this item. (One of the applicants is a personal friend.)

The report of the Planning Division was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Planning Division dated 2015 07 13 concerning the Downtown Community Improvement Plan Financial Incentive applications be received and that the grant applications listed in this report be approved.

Carried

6.14 Surveillance System for Transit Buses

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

Moved by: Councillor P. Christian

Seconded by: Councillor R. Romano

Resolved that the report of the Manager of Transit and Parking concerning the purchase and installation of on-board surveillance cameras on the fleet of conventional buses be approved; further that Council direct staff to proceed with the Request for Proposal following the City's purchasing policy.

Carried

6.15 Additional Service to Industrial Park and New School

Councillor L. Turco declared a conflict on this item. (Spouse is a trustee with the Huron-Superior Catholic District School Board.)

Councillor R. Niro declared a conflict on this item. (Spouse employed by the Huron-Superior Catholic District School Board.)

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

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Manager of Transit and Parking dated 2015 07 13 concerning Additional Service to Industrial Park and New School be received as information.

Carried

6.16 CAO Recruitment

Moved by: Councillor S. Butland

Seconded by: Councillor R. Romano

Resolved that the report of Mayor Provenzano dated 2015 07 13 concerning CAO Recruitment be received as information.

Carried

6.17 Recognition of Sir William H. Hearst

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Committee to Honour William H. Hearst dated 2015 07 13 be accepted and that Council approve the recommendation to henceforth rename the Civic Holiday in Sault Ste. Marie as Sir William H. Hearst Day; and

Further that the Committee report to Council at a future date concerning the possible establishment of academic scholarships at Algoma University and Sault College as further recognition of the legacy of Sir William H. Hearst.

Carried

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1 ADMINISTRATION

7.2 COMMUNITY SERVICES DEPARTMENT

7.3 ENGINEERING

7.4 FIRE

7.5 LEGAL

7.6 PLANNING

7.6.1 A-12-15-Z – 342/346 John Street

The report of the Planner was received by Council.

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Planner dated 2015 06 22 concerning A-12-15-Z – 342-346 John Street be accepted as information and that Council rezones the subject property from R.3 (Low Density Residential Zone) to R3.S (Low Density Residential Zone) with a Special Exception outlining the following provisions:

1. That in addition to the uses permitted in an R.3 zone, that an apartment building be permitted, consisting of not more than 25 dwelling units.
2. That the existing building footprint and height not be expanded in any way.
3. That additional landscaping be provided within the northwestern portion of the subject property, adjacent to John Street, as shown on the applicants' site plan.
4. That a fence be erected and maintained along the northern portion of the landscaped area adjacent to John Street, in accordance with the provisions of Zoning By-law 2005-150.
5. That a landscaped strip be provided along the Bush Street frontage to the satisfaction of the Planning Director.
6. That the front yard setback (John Street) be reduced to 0.5m.
7. That the exterior side yard setback (St. George's Avenue) be reduced to 1.2m.
8. That the interior side yard setback (north lot line) be reduced to 1.8m.
9. That required parking be permitted in the required exterior side yard.
10. That the property be deemed subject to Site Plan Control, pursuant to Section 41 of the *Planning Act*.

Carried

7.6.2 A-13-15-Z – 207 Dacey Road

Councillor L. Turco declared a conflict on this item. (Spouse is a trustee with the Huron-Superior Catholic District School Board.)

Councillor R. Niro declared a conflict on this item. (Spouse employed by the Huron-Superior Catholic District School Board.)

Councillor R. Romano declared a conflict on this item. (Applicant is a personal friend.)

The report of the Planner and correspondence from the Batchewana First Nation of Ojibways was received by Council.

Moved by: Councillor P. Christian

Seconded by: Councillor J. Krmpotich

Resolved that the report of the Planner dated July 13, 2015 concerning A-13-15-Z – St. Hubert's Postponement be accepted as information and that Council postpones this application to allow the current landowner to discuss the concerns raised with Batchewana First Nations.

Carried

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

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

8.1 Canada 150

Moved by: Councillor S. Myers

Seconded by: Councillor J. Hupponen

Whereas the country of Canada will be celebrating our 150th anniversary in 2017; and
Whereas Sault Ste. Marie is a city that recognizes and celebrates our rich heritage within Canada;

Now Therefore Be It Resolved that a Committee of Council be established known as Mayor's Committee on Celebrate Canada 150 to develop a Celebrate Canada 150 plan; and
Further Be It Resolved that appropriate staff from the City Clerk's Department, Community Services Department and the Finance Department along with members of City Council be part of the committee to be chaired by a member of City Council on behalf of the Mayor.

Carried

8.2 Wood Burning Stoves

Moved by: Councillor F. Fata

Seconded by: Councillor M. Bruni

Whereas there are many residents in Sault Ste. Marie who use wood burning stoves to heat their homes; and

Whereas it is the opinion of most people that this is a good and efficient way to save on heating costs; and

Whereas concerns have been raised by some home owners that their neighbours are burning certain materials that are causing discomfort, poor air quality and potentially unsafe health conditions;

Now Therefore Be It Resolved that appropriate City staff be requested to research this matter and report to Council.

Carried

8.3 Utilization Survey

Moved by: Councillor S. Butland

Seconded by: Councillor P. Christian

Be It Resolved that Council request appropriate staff to conduct a utilization survey on the new bicycle lanes on Queen Street East and report back to Council.

Carried

8.4 Littner Park

Moved by: Councillor S. Butland

Seconded by: Councillor P. Christian

Whereas the structure (rink shack) at Littner Park has been vacant for several years and is in a state of deterioration and attracting night-time loitering and graffiti; and

Whereas it will not serve any short-term or long-term purpose for the city;

Now Therefore Be It Resolved that the City dismantle and remove the structure from its present site.

Carried

8.5 Employee Innovation Program Report

Moved by: Councillor J. Krmpotich

Seconded by: Councillor J. Hupponen

Whereas the employees of the Corporation of the City of Sault Ste. Marie possess a wealth of knowledge, experience and a diversity of abilities and talents; and

Whereas municipal employees are a potential source of new ideas, creative approaches and process improvements that can in turn lead to cost-savings, better service delivery and improved value for taxpayers; and

Whereas many public sector employers have now instituted formal Employee Innovation Programs to encourage workers to identify and champion ideas that can yield such beneficial outcomes; and

Whereas having an Employee Innovation Program in place can also encourage creative thinking, a proactive approach to solving problems and lead to increased employee morale and engagement,

Now Therefore Be It Resolved that City staff be requested to prepare a report explaining how Employee Innovation Programs have been implemented by other public sector employers, said report to include comments on how such a program might be initiated at the City of Sault Ste. Marie.

Carried

8.6 Community Festival – United Steelworkers

Councillor J. Krmpotich declared a conflict on this item. (United Steelworkers Union Co-ordinator)

Moved by: Councillor M. Shoemaker

Seconded by: Councillor T. Sheehan

Resolved that appropriate staff review the costs and potential funding that would be associated with offering free transit services for community attendees to the United Steelworkers Community Festival on August 19, 2015.

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

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

11.1.1 By-law 2015-127 (Agreement) PUC and Simcoe County Community Energy Co-Operative Inc.

Moved by: Councillor P. Christian

Seconded by: Councillor R. Romano

Resolved that By-law 2015-127 being a by-law to authorize the execution of a Surrender of Sublease and Consent to Sublease Agreement between the City and PUC Services Inc. and Simcoe County Community Energy Co-Operative Inc. be passed in open Council this 13th day of July, 2015.

Carried

11.1.2 By-law 2015-128 (Resolutions) Solar Photovoltaic FIT Applications

Moved by: Councillor P. Christian

Seconded by: Councillor R. Romano

Resolved that By-law 2015-128 being a by-law to authorize the execution of four (4) Municipal Council Support Resolutions and nine (9) Municipal Council Confirmation Resolutions to support the solar photovoltaic applications being submitted to the Independent Electricity System Operator Feed-In-Tariff Program be passed in open Council this 13th day of July, 2015.

Carried

11.1.3 By-law 2015-129 (Subdivision Control) Deeming Lots 77 to 83 Huron Subdivision

Moved by: Councillor S. Butland

Seconded by: Councillor R. Romano

Resolved that By-law 2015-129 being a by-law to deem not registered for purposes of subdivision control certain lots in the Huron Subdivision, pursuant to section 50(4) of the *Planning Act* be passed in open Council this 13th day of July, 2015.

Carried

11.1.4 By-law 2015-130 (Agreement) The Art Gallery of Algoma

Councillor R. Romano declared a conflict on this item. (Spouse is a member of the Art Gallery board of directors.)

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that By-law 2015-130 being a by-law to authorize the execution of an agreement between the City and The Art Gallery of Algoma to permit The Art Gallery of Algoma to occupy the property of the City identified as part of PIN 31540-0094 (LT), being lands to the southwest of Ken Danby Way at civic no. 651 Bay Street be passed in open Council this 13th day of July, 2015.

Carried

11.1.5 By-law 2015-131 (Exemption Certificate) 995 Queen Street East

Moved by: Councillor S. Butland

Seconded by: Councillor R. Romano

Resolved that By-law 2015-131 being a by-law pursuant to Section 9(10) of the *Condominium Act, 1998*, S.O. 1998, c.19 exempting a portion of lands having civic address 995 Queen Street East, Sault Ste. Marie, Ontario, former Plummer Hospital Building [east wing] and consisting solely of the two-storey building on the aforesaid lands from Sections 51 and 51.1 of the *Planning Act*, R.S.O. 1990, c. P.13 and pursuant to Section 9(7) of the *Condominium Act, 1998*, authorizing the Mayor and City Clerk to execute an Exemption Certificate be passed in open Council this 13th day of July, 2015.

Carried

11.1.6 By-law 2015-132 (Temporary Street Closing) Queen St. E.

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that By-law 2015-132 being a by-law to permit the temporary closing of Queen Street East from Elgin Street to Bruce Street to facilitate the Back to School Carnival hosted by The Summit Community Church be passed in open Council this 13th day of July, 2015.

Carried

11.1.7 By-law 2015-133 (Agreement) Belsito

Moved by: Councillor S. Butland

Seconded by: Councillor J. Krmpotich

Resolved that By-law 2015-133 being a by-law to authorize the execution of an agreement between the City and Kevin Belsito to permit Mr. Belsito to lease the property of the City at 363 Wellington Street West, being part of PIN 31572-0242 (LT) for the purpose of parking be passed in open Council this 13th day of July, 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 S. Butland

Seconded by: Councillor R. Romano

Resolved that this Council proceed into closed session to discuss one tax item involving 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 (*Solicitor-Client privilege – section 239 (b)*).

Carried

14. ADJOURNMENT

Moved by: Councillor P. Christian

Seconded by: Councillor R. Romano

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



SAULT STE. MARIE POLICE SERVICE

580 Second Line East
Sault Ste. Marie, Ontario P6B 4K1

ROBERT A. KEETCH
Chief of Police

EMERGENCY DIAL 9-1-1
TELEPHONE 705-949-6300

EXECUTIVE FAX 705-949-3082
OPERATIONS FAX 705-759-7820

August 5, 2015

Mayor C. Provenzano & City Council
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5X6

Dear Mayor Provenzano and City Council:

Re: Graffiti Initiative: August 18 – 23, 2015

Graffiti Initiative: August 18 - 23, 2015
Location: Queenstown
Intent: To cover up graffiti in Queenstown

City Council has recognized graffiti as a city wide problem and as such struck a committee to address the issue. Detective Joe Addison, Investigation Services Division is a member of this committee and the coordinator of this "Queenstown Clean-up" initiative.

Type of Graffiti Being Targeted

The common type of graffiti plaguing the city is "tagging". This is different from street art or murals. The "tags" are essentially the vandal's signature or moniker. In Sault Ste. Marie these "tags" are not gang related as we have no organized street gangs.

"Tagging" is a criminal act of mischief and charges have been laid in the past. A small group of youthful offenders are responsible for the majority of the graffiti. Many are already known to police. This initiative will include an investigative, crime prevention, and enforcement component.

Strategy

This initiative is only one of many undertaken in the city. The City of Sault Ste. Marie and the Sault Ste. Marie Innovation Centre partnered to map and catalogue the graffiti. The NORDIK Institute launched the "Graffiti Reframed Project". The Neighbourhood Resource Centre on Gore Street has conducted community clean-ups that included covering graffiti in their area. Other groups are finding artistic outlets for youth to focus their energies in more positive ways.

This strategy is meant to build community mobilization efforts which include mobilizing municipal government along with community groups and volunteers to create a sustainable eradication program. Similar programs have been very successful in other communities. This includes programs in Toronto, Edmonton, and Vancouver. These programs involve graffiti being reported on a hot line.

Committed to Excellence in our Community

The graffiti is then covered up by the municipality on municipality-owned property or the property owner. This eliminates the point of “tagging”. In the beginning they had to cover up the graffiti a number of times before the vandals stopped. The end result was that the municipality saw a dramatic reduction in the amount of “tagging” in the city.

This initiative is one component of the overall strategy. The other components are also vitally important such as engaging with the youth and providing alternative outlets to this criminal behaviour.

Eradication Plan

The Sault Ste. Marie Police Service (D/Cst. Joe Addison) will lead this initiative beginning the week of August 18th, 2015. The Police Service will also assign two summer students. The SSMPS is very grateful for the sponsorship and support offered by Home Hardware for this initiative.

The municipality and PUC are also contributing summer students. Community volunteers have also come forward asking to assist. The Downtown Association is also providing a leadership role by engaging their membership. Business owners are being asked if they wish to have the graffiti covered up. Some may be asked if they wish to participate by having certain surfaces covered with a mural. Several private citizens have also offered to volunteer their time to assist in this project.

The Downtown Association is already working to identify locations for the eradication to occur. More will be identified during the week of the initiative. Property owners will have to consent to the work being done. The initiative will have some basic paint colours on hand as well as Graffiti Clean Up Kits. These kits will include a variety of supplies. Property owners requiring specialized removal techniques or different colours of paint will be assisted in arranging for these items. These items may not be funded due to either the volume required or the specialized skills needed in the application.

Momentum and Sustainability

This initiative is meant to mobilize various components of our community into cohesive action. There is a willingness and drive in the community to take action. Many have stepped up to assist from municipal government, business groups, good corporate citizens, and citizens at large. There will be momentum available to harness into a sustainable program. The challenge is for an organization or group to lead this momentum in an ongoing eradication program. The Police can provide the initial leadership and organizing of the event, however, it should be led long term from elsewhere within the community.

Attached to this report are details received from Toronto, Edmonton, and Vancouver on their programs.

Yours truly,



Sean P. Sparling
Deputy Chief of Police

SPS:ah

Attachments

Graffiti Clean Up Kits

The City offers free graffiti clean up kits to help property owners in Edmonton remove graffiti vandalism.

Kits are available on a limited first-come basis and include the following painting supplies:

- Paint rollers
- Brushes
- Paint trays
- Scrapers
- Gloves
- Painting rags
- Graffiti chemical removal wipes (4)



Kits also include a 25% discount certificate from Rona that may be used toward the purchase of paint.

What do I need to do to get a kit?

Complete the relevant application form and mail, fax or email it to Capital City Clean Up along with the following:

- A photo of the graffiti vandalism
- Your police incident file number

Once we have received your application form and supporting documents you will be notified where you can pick up your kit.

Am I eligible for Professional Graffiti Cleaning services?

Property owners who agree to maintain their property graffiti-free for a minimum of one year may apply to receive professional graffiti cleaning on their property to a maximum of \$500.

Property owners with the following types of buildings are encouraged to apply to the program:

- Historic buildings/raw brick/raw stucco
(Note: Some additional funding assistance is available to certain designated heritage properties. For information on removing graffiti from heritage properties, call 780-944-5470.)
- Very rough surfaces (not easily painted)
- Vinyl/metal siding or plastic surfaces
- Combination surfaces (example, some raw & painted brick)
- Second floor, higher, or awkward places

If property owners are considering applying for professional graffiti cleaning, it is very important not to attempt to remove the graffiti first, as this may hinder the effects of the professional cleaning. The exception is profane graffiti, which should be covered with white spray paint until the professional cleaners can attend to it.



Proud partner of Capital City Clean Up's Graffiti Clean Up Kits.

For more information:

Capital City Clean Up

*City of Edmonton
Beaufort Building
2nd Fl, 10835 – 120 Street
Edmonton, AB T5H 3P9*

If you need high quality images of any of our posters, contact our office.

Telephone	For Capital City Clean Up program inquiries, call 780-944-5470
	To report litter, graffiti vandalism or discarded needles dial 311 (or 780-442-5311)
Fax	780-498-7098
Email	capitalcitycleanup@edmonton.ca

English -1002 anonymous pip:D:24:C:03:SC:04:1000665663:Tremclad Graffiti Remover 426G 209.105.201.44
The Home Depot. More saving. More doing.™



\$10.47

Price and availability may vary by store.

****Valid only on date printed***

TREMCLAD

Tremclad Graffiti Remover 426G

Model: 253719 | Store SKU: 1000665663

★★★★★ 5 out of 5

OVERVIEW

Tremclad® Professional Graffiti Remover removes even stubborn marks originating from spray paint, crayons, markers, ball pens and lipstick from hard surfaces such as glazed or unglazed tile, baked enamel, ceramic and brick. Not recommended for use on

- Quickly and easily removes spray paint, crayon, marker, ink, lipstick and other common household 'graffiti' from surfaces and around the home
- Fast-acting – a single application works in under 10 minutes
- Clings to vertical surfaces without streaking

WARRANTY INFORMATION

Warranty limited to the replacement of product only or refund of product purchase price. Proof of purchase required. For any inquiries call 1-800-363-0667 or visit our website at www.rustoleum.ca

SPECIFICATIONS

Assembled Depth (In Inches)	2.63 In.	CSA Certified	No
Assembled Height (In Inches)	9.45	Item Depth	8.27 In.
Assembled Weight (In LBS)	1.25 Lbs.	Item Height	9.65 In.
Assembled Width (In Inches)	2.63	Item Weight	7.5 Lbs.
Country of Origin	United States	Item Width	5.71 In.

Need help? CALL 1-800-628-0525



Shop with confidence at
homedepot.ca.



product page ;981478 product page prodView,event8 décor;paint;exterior paints;rust preventive exterior
paint;tremclad graffiti remover 426g 5.0 Stars 1-5



More saving.
More doing.

Your Store: **Cumberland #121**
Use Current Location or find store

Motsenbockers Model # 412-01 Internet # 100197013

1 gal. # 4 Spray Paint Graffiti Remover

★★★★☆ (8) [Write a Review](#)



\$19.97 / each

NEARBY STORES MAY HAVE THIS ITEM

[Check Nearby Stores](#)

PRODUCT OVERVIEW Model # 412-01 Internet # 100197013

Motsenbocker's Lift Off 1 gal. no. 4 Spray Paint Graffiti Remover Lift Off successfully removes aerosol paint, enamel and acrylic paints, primers, urethane enamels, sealers, and stain killers on a variety of surfaces, including unpainted surfaces, such as wood, metal, concrete, stone and brick. It also works on factory finished surfaces, including utility boxes, trash receptacles, vehicles and street signs.

- Safe for use on multiple surfaces including hard, soft and porous surfaces, street signs, tile, brick, vinyl, freeway signs, plastic, acrylic sheets, aluminum, stainless-steel, metals or alloys, fiberglass, Formica, stucco and concrete
- Water-based formula
- Non flammable
- Non-corrosive
- Received an A rating for performance by CTL (Consumer Testing Labs)
- Certified as biodegradable by scientific certification systems
- Low in Volatile Organic Compounds (VOC)
- Low-VOC formula compliant in all 50 states
- Note: Product may vary by store

SPECIFICATIONS

DIMENSIONS

Product Size (oz.) 128

DETAILS

Biodegradable	Yes	Paint Product Type	Paint Cleaners and Removers
Concentrated	No	Product Form	Liquid
Flammable	No	Product dispenser type	Plastic Bottle
Indoor/Outdoor	Indoor/Outdoor	Returnable	90-Day

Materials removed	Oil-based dry paint	Rinse required	Yes
Odorless	No		

WARRANTY / CERTIFICATIONS

Manufacturer Warranty	1 year from manufacture
-----------------------	-------------------------

SHIPPING AND DELIVERY OPTIONS

Standard Shipping includes delivery by small parcel service. Processing time varies by product.

If product is eligible for shipping to AK, HI and US Territories additional transit time and remote surcharges may apply.

Graffiti Removal Van

The Graffiti Removal Van program provides enhanced cleaning on City property.

The two vans operate from April 1 to October 31 each year in high incidence areas of the city. These areas were selected based on the high incidences of graffiti that they experience.

The Graffiti Removal Van only removes graffiti on City-owned property and is not available to private property owners.

However, Capital City Clean Up's Graffiti Management Program has additional services for property owners that may be of assistance, including the following:

[Graffiti Clean Up Kits](#)

[Graffiti Professional Cleaning Assistance Program](#)

[Graffiti Wipe Outs](#)

For more information:

Capital City Clean Up

*City of Edmonton
Beaufort Building
2nd Fl, 10835 – 120 Street
Edmonton, AB T5H 3P9*

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Fax	780-498-7098
Email	<u>capitalcitycleanup@edmonton.ca</u>



Graffiti Management

Graffiti Plan

City staff will remove graffiti vandalism on City-owned buildings, overpasses, bridges and public parks. Staff will strive to remove any hate or gang-related graffiti within a 24-hour period. Municipal Licensing and Standards Division staff will respond to graffiti vandalism complaints and take appropriate action in accordance with the new by-law.

If you find graffiti vandalism on your property, or receive a notice, it is your responsibility to clean it up. You can either do it yourself or you can hire someone to do it for you. You may also commission an artist to create a mural or graffiti art on your property and apply for an exemption.

Toronto Police Services is a key partner and has developed a Graffiti Management Program to integrate and reflect the principles of the Ontario Mobilization and Engagement Model on Community Policing. The Toronto Police program incorporates five elements. They are enforcement, intelligence gathering/management, community partnership/engagement, education and restorative justice-diversion.

Reporting Graffiti Vandalism

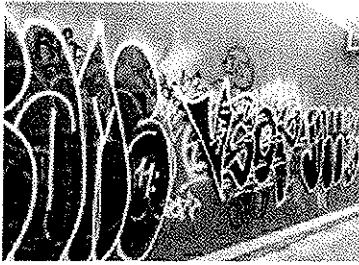
- If you are witnessing graffiti vandalism in progress, please call 911.
- To report hate or gang-related graffiti, call Toronto Police Services at 416-808-2222.
- If you see Graffiti on City or private property call 311 or report it online. You can report anonymously if you wish.
- If you have information regarding graffiti vandalism, please call Crime Stoppers at 416-222-8477.

New Graffiti By-Law

City of Toronto Municipal Code, Chapter 485, Graffiti, has been amended to reflect the new Graffiti Management Plan and to include exemptions for Graffiti art which is a legal and acceptable form of street art and is differentiated from "tagging" which is generally characterized by writing and with the act of vandalism.



Graffiti Art is defined as markings made or affixed to properties that are approved by the property owner or occupant, where the markings aesthetically enhance the surface they cover and the general surroundings, having regard to the community character and standards



Graffiti Vandalism is defined as any deliberate markings made or affixed on property that is not currently exempted or regularized by the Graffiti Panel, Executive Director or Council and: was made or affixed without permission of the owner; is considered to be a tag; for which there are reasonable grounds to believe that it may incite hatred or violence against any person or identifiable group; or contains profane vulgar or offensive language.

Graffiti Vandalism is a community concern – Get Involved!

Everyone can do their part in keeping both public and private properties free of graffiti vandalism. Help the City of Toronto and its communities stay clean and beautiful. Eliminating graffiti from walls, fences and other structures are prime ways to maintain community cleanliness and beauty.

Negative Effects of Graffiti Vandalism:

- Poses a risk to the health, safety and welfare of a community.
- Promotes a perception in the community that laws protecting public and private property can be disregarded with impunity.
- Fosters a sense of disrespect for private property that may result in increasing crime, community degradation and urban blight.
- Creates a nuisance that can adversely affect property values, business opportunities and the enjoyment of community life.

City staff work closely with property owners, community groups and local BIAs to coordinate community efforts that effectively deal with graffiti vandalism.

- Whenever possible, City staff encourage and support the formation of community-based groups, such as "adopt an area", and coordinating community-organized paint-outs and other graffiti abatement initiatives.
- Murals and Graffiti art are an effective means of deterring graffiti from appearing on structures. StreetARToronto is a new partnership program with an overall mission to counteract graffiti vandalism by developing, supporting, promoting and increasing awareness of street art and its indispensable role to add beauty and character to neighbourhoods across the city.

Reporting graffiti vandalism

Keeping Toronto graffiti free is a top priority for the City of Toronto. All Toronto residents can help keep Toronto clean. If you see graffiti vandalism, please take the time to report it. **Call 311** or **report it online**.

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How can I manage graffiti?

Graffiti can quickly transform a neighbourhood by making it seem unsafe, because graffiti is often associated with other crimes.

Graffiti contributes to a decline in property values, increases citizen fear, and potentially reduces retail sales for businesses. For these reasons, it is important to report and remove graffiti quickly.



Tell us about graffiti

Is the graffiti on your own property?

1. Take a photo of the graffiti.
2. Report it to the Vancouver Police.

- **Phone:**
Non-emergency
604-717-3321

- **Report it online**

3. Remove the graffiti.

- Find out if you qualify for the Free Paint Program

Integrated Graffiti Management Program

To address the increasing issue of graffiti in Vancouver and keep the city beautiful, Council has reestablished the Integrated Graffiti Management Program. The program will focus on the getting rid of all graffiti, enforcement of the City's graffiti bylaw along with education and prevention initiatives.

The City of Vancouver is committed to removing graffiti quickly from public property and in supporting businesses and communities to do the same. Graffiti is a criminal offence and is termed "Mischief" under section 430 of the Criminal Code. To help manage graffiti in the city:

Report

- Everyone shares responsibility for keeping Vancouver beautiful. Residents are encouraged to report graffiti on public and private property by calling 3-1-1 and to call 9-1-1 if they see vandals in the act
- If the suspects are no longer on scene or if the damage was caused previously, call the Police non-emergency number at 604-717-3321 or report online at www.vpd.ca and use the online citizen reporting option found at Vancouver.ca/police/contact/report-a-crime.html

Is it somewhere else?

1. Report it to 3-1-1. You may be anonymous.
2. 3-1-1 will notify the right City department.

Record

- Document the graffiti by taking a picture of the entire tag or word from directly in front of the surface and include any small initials or markings around the edges of the tag
- Make a note of the date and time
- Forward a copy of the picture to the police with your contact information

Remove

- In order to control graffiti the City bylaw requires property owners who have been served a notice by the City to have graffiti removed within 10 days
- Do not wait for a notice to be served to you if you are a victim of graffiti

- Your building is less likely to be targeted again if the graffiti is removed quickly

If you do not remove graffiti on your property

Property owners are responsible for the cost of removing graffiti from their building

The City does not fine the property owner but if you are served with a notification : fail to remove the graffiti, the City has the right to remove it on your behalf and will recover the cost from the property owner.

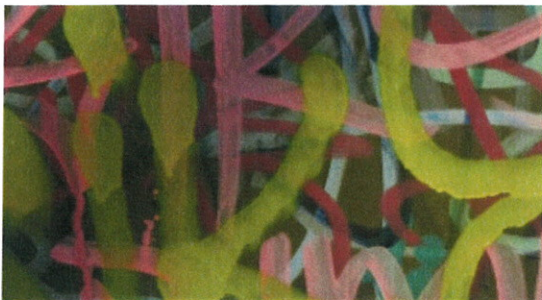
See below for some of the resources available to you to keep this problem under control.

Graffiti resources



[Remove graffiti](#)

Find out how to remove graffiti, or tagging, from your property.



[Answers to graffiti questions](#)

Find answers to your questions around graffiti, tagging, murals, and more.

[Graffiti Bylaw](#)

The graffiti bylaw requires property owners to have graffiti removed within 10 days of being served a notice from the City. Graffiti that remains after being reported will be removed and the removal cost will be billed to the property owner. Graffiti is considered vandalism under the law when it is painted on private or public property without permission. The minimum fine for anyone caught writing graffiti is \$500 under the bylaw.

Last modified: Thu, 19 Jul 2012 09:21:41

[Vancouver Board of Parks and Recreation](#) [Vancouver Fire and Rescue Services](#)

[Vancouver Police Department](#) [Vancouver Public Library](#)

Addison, J.

From: Addison, J.
Sent: July-21-15 6:56 PM
To: Sparling, S. (s.sparling@ssmps.org)
Subject: Graffiti Hot Line - Vancouver

Deputy,

Here is the excerpt from the Vancouver Graffiti initiative from their Mayor. This concept can be modified to suit our City needs:

"The first thing we did was set up a "graffiti hot line" at the hall, in the Bylaw Enforcement office. Messages were left on a 24 hours basis. The telephone does not have to be manned. When the bylaw officers came into the hall, in the morning, all the addressed were taken down from the hot line. We usually had one or two dedicated bylaw officers on the road all day and blitz the problem until resolved. If the graffiti is in a shopping centre, the by-law officers met with the management of the shopping centre to ask them to have their maintenance workers paint over the graffiti in their area. The City provided whatever paint they needed, in whatever colours needed."

GREETINGS:

Now this is what we did in Delta many years ago. We eventually cleaned up all of the graffiti and have been "graffiti free" ever since.

It does take a lot of perseverance and good will amongst the residents, business owners, Council, the Bylaw officers and the cooperation of the police (should the perpetrators are identified).

I would suggest that you ask to have a delegation before Council to ask for the support of the Mayor and Council, and that they give permission to allow their staff to undertake a program to eliminate graffiti. We called it "Brighten up North Delta" Committee.

Once you have a scheduled meeting with the Council, present your ideas to them, once again, asking for their support to call together the stakeholders.

The stakeholders are, Mayor and/or Council member; Chief Executive Officer, Manager of Bylaw Enforcement; Police representative; members of the business and/or resident associations.

It is a fact that graffiti is placed on anything and everything that is in site, in order to give the violator a sense of importance. He/she loves to see their "work" displayed in public view and also can tell his/her friends that they have "tagged" so many locations. Those that have the most "tags" is the winner.....

However, it is also a fact that if the graffiti is spotted at 9:00 am on Monday morning, and if it is painted over by the end of Monday or Tuesday, the violator will probably come back in a day or two to repeat his “tag”.

Once again, if spotted in the morning, attempt to paint it over the same day or the day after. You can be assured that the violator will be back a third time. Repeat as previously, and do it as soon as possible.

According to our observations, the violator will not return following his “tag” being painted over three times.

This is a painstaking process, but if you are determined to clean up your city.... It was the only way it worked for us.

Hopefully, you will have a champion for this project. If it is the Mayor, it will work really well, as he/she can get all types of media involved and the community will respond to that. The mayor and CAO can also ensure that the bylaw enforcement is done promptly and efficiently as they oversee the staff.

The first thing we did was set up a “graffiti hot line” at the hall, in the Bylaw Enforcement office. Messages were left on a 24 hours basis. The telephone does not have to be manned. When the bylaw officers came into the hall, in the morning, all the addressed were taken down from the hot line. We usually had one or two dedicated bylaw officers on the road all day and blitz the problem until resolved. If the graffiti is in a shopping centre, the by-law officers met with the management of the shopping centre to ask them to have their maintenance workers paint over the graffiti in their area. The City provided whatever paint they needed, in whatever colours needed.

If the graffiti was on roadside mailboxes, directional signs, etc. on public property, the bylaw officers made their rounds with all types of paint and continued to paint over the graffiti.

If the problem was at a particularly vulnerable gas station, for example, the city provided the paint and the bylaw officers asked the gas station attendant to continue to paint over the graffiti as soon as they saw it.

If it was on the side of an old age home, private apartment buildings, etc..... Same routine, the bylaw officers paid a visit to all who were “tagged” and provided paint for them to cover the graffiti.

If it was the schools, paint was provided by the city and the School Board ensured that the maintenance personnel at each school, “knew the drill” ... Paint over it as soon as possible.

We also had support from the police department and if any of the “violators” were caught, the police attempted to get the juvenile court to require that the violators go back and paint over all their own graffiti and any others, as a form of detention.

Once you are getting a handle on it.... What we did was have the school boards and students get involved in painting murals on vulnerable (usually ugly) walls. It was our experience that if you have a beautifully painted wolf or eagle on a school wall, “violators” will not normally touch a piece of true art. Most of our schools now have murals and they beautify the school, the neighbourhood, are a sense of pride for the students and school, AND stop the graffiti. The same goes for many ugly blank concrete block walls in alley ways, in shopping centres, etc.

In our case the media blitzed the residential areas with “Let’s brighten up our city.... Let’s clean up and beautify our neighbourhoods”..... “here’s how you can help”.....

.... Call the graffiti hot line if you spot graffiti

.... If you are a homeowner and have continued graffiti, get a can of paint and continue to paint over the graffiti until the violators get tired of not seeing their “works of art”. Then paint the whole house!!!

.... Get as many organizations involved as possible.... Call the Lions Club, the Rotary, the Church Groups.... call your MP’s, MLA’s (get their picture in the paper painting over a graffiti wall); call on the girl guides and boy scouts to help; get the high schools to take more pride in their schools. Get a buy in from the community to have each person do their part to clean up the graffiti and beautify/brighten up the city.

NOW THE ONLY WAY THIS IS GOING TO WORK IS IF THE BYLAW ENFORCEMENT IS DONE. IN OUR CASE WE HAD “SPECIAL ATTENTION” PLACED ON THIS PROJECT.... IT WAS THE TOP PRIORITY FOR A NUMBER OF BYLAW ENFORCEMENT OFFICERS UNTIL THE JOB WAS DONE. THEIR RESULTS WERE MONITORED BY THE “BRIGHTEN UP SAULT STE. MARIE” COMMITTEE (IN OUR CASE OF COURSE IT WAS “BRIGHTEN UP NORTH DELTA).

If the Mayor and Council, or if the CAO, or Police or Bylaw Enforcement officers are not excited about the program and get it done quickly and efficiently.... It will surely fail.

Since I was the Mayor.... I simply made it happen, once we got the permission of Council to provide the paint needed.... (a few thousand dollars as I recall)..

I wish you well... hope it works.... There is something about “civic pride” which brings people into town and with your beautiful flower planters (expand these to encompass more of the areas of the city that need a new facelift) this should give everyone, including the businesses in the area, the lift they need to “take the city back from the violators”.

Hope it works for you...

Lois E. Jackson
Mayor of Delta



Detective Constable
Joe Addison #279
Investigation Services
Sault Ste. Marie Police Service
580 Second Line East
Sault Ste. Marie, Ontario
P6B 4K1
705 949 6300 ext. 386
j.addison@ssmps.org

DOCUMENT BRIEF FOR CITY COUNCIL
OF THE CITY OF SAULT STE MARIE
SUBMITTED IN AID OF PRESENTATION
FOR COUNCIL MEETING OF AUGUST 10 2015
BY JOSEPH A BISCEGLIA
INDEX

1/List of Property Owners/Assessments/Levies In the Sault Ste. Marie Downtown Association	page 1-5
2/Letter to Mayor & Councilors From Joseph Bisceglia of June 18 th /15	page 6-7
3/Downtown Association (DTA) Financial Statement January-December 2014	page 8-11
4/ DTA Financial Statements 2014/2013 Prepared by KPMG	page 12-19
5/SSM EDC Request for Proposal Canal Initiative	page 20-25
6/Comment Card from A Guest at Quality Inn June 20/15	page 26



1

1.926 million

DOWNTOWN/QUEENSTOWN 2014 LEVY

ROLL NUMBER	LOCATION	NAME	MUNICIPAL 2014 Assessment	% of Tax Distribution	LEVY
241-001-0000	747 Queen Street E	572506 Ontario Ltd.	\$1,351,000.00	3.31%	\$6,116.96
241-002-0000	719-721 Queen Street E	1848711 Ontario Inc	\$202,000.00	0.49%	\$914.60
241-003-0000	715 Queen Street E	Eugene Scarfone	\$70,466.00	0.17%	\$319.05
241-004-0000	701 Queen Street E	Muios Restaurants Ltd.	\$118,000.00	0.29%	\$534.27
241-005-0000	76 East Street	Mrs. B's Snack Bar Inc	\$73,000.00	0.18%	\$330.52
241-006-0000	72 East Street	Roy Greenwood	\$67,500.00	0.17%	\$305.62
242-037-0000	690 Queen Street E	SSM City Museum	\$13,100.00	0.03%	\$59.31
242-038-0000	674-676 Queen Street E	2405855 Ontario Limited	\$182,500.00	0.45%	\$826.31
242-041-0000	654 Queen Street E	1188188 Ontario Inc.	\$371,500.00	0.91%	\$1,682.05
242-042-0000	648 Queen Street E	746986 Ontario Inc.	\$80,000.00	0.20%	\$362.22
242-043-0000	644 Queen Street E	Fashion Shop (1983) Ltd.	\$140,000.00	0.34%	\$633.88
242-044-0000	640 Queen Street E	1743503 Ontario Inc.	\$165,000.00	0.40%	\$747.08
242-045-0000	632-636 Queen Street E	James Case	\$166,350.00	0.41%	\$753.19
242-046-0000	628-630 Queen Street E	1138995 Ontario Ltd.	\$384,000.00	0.94%	\$1,738.65
242-047-0000	618-622 Queen Street E	1531112 Ontario Inc.	\$216,500.00	0.53%	\$980.25
242-048-0000	610-616 Queen Street E	Graham Newman & Jane Newman	\$364,500.00	0.89%	\$1,650.36
242-049-0000	602-604 Queen Street E	Globe Realty Holdings Ltd.	\$774,500.00	1.90%	\$3,506.73
242-058-0000	556 Queen Street E	Bank of Montreal	\$674,500.00	1.65%	\$3,053.95
242-059-0000	548 Queen Street E	1592735 Ontario Inc.	\$182,000.00	0.45%	\$824.05
242-060-0000	540-544 Queen Street E	Roberta Pozniak & Walter Pozniak	\$191,300.00	0.47%	\$866.15
242-061-0000	536-538 Queen Street E	Roberta Pozniak & Walter Pozniak	\$174,250.00	0.43%	\$788.96
242-063-0000	530 Queen Street E	Canadian Imperial Bank of Commerce	\$1,157,000.00	2.83%	\$5,238.58
242-064-0000	518 Queen Street E	Peter Stone Holdings Ltd.	\$78,500.00	0.19%	\$355.43
242-065-0000	514-516 Queen Street E	Peter Stone Holdings Ltd.	\$307,500.00	0.75%	\$1,392.28
242-067-0000	508-512 Queen Street E	1848674 Ontario Inc.	\$218,000.00	0.53%	\$987.04
242-068-0000	500-504 Queen Street E	1276154 Ontario Ltd.	\$289,000.00	0.71%	\$1,308.51
242-079-0000	498 Queen Street E	Sportables Fine Clothing Ltd.	\$271,500.00	0.66%	\$1,229.28
242-080-0000	494-496 Queen Street E	Mes & Angela Dipietro	\$163,400.00	0.40%	\$739.83
242-082-0000	484-488 Queen Street E	378173 Ontario Ltd.	\$94,000.00	0.23%	\$425.61

242-084-0000	478 Queen Street E	Louis Palumbo & Concetta Palumbo	\$187,350.00	0.46%	\$848.27
242-085-0000	476 Queen Street E	Calabrians Cultural World	\$112,870.00	0.28%	\$511.04
242-086-0000	472 Queen Street E	Society of Sault Ste. Marie	\$212,450.00	0.52%	\$961.92
242-093-0000	101 March Street	Gail & Gerald Maich	\$146,000.00	0.36%	\$661.05
242-094-0000	458 Queen Street E	882215 Ontario Inc.	\$201,000.00	0.49%	\$910.07
242-095-0000	452 Queen Street E	Reg Daigle	\$85,000.00	0.21%	\$384.86
242-096-0000	446-450 Queen Street E	Valentino Furs Ltd.	\$282,100.00	0.69%	\$1,277.27
242-105-0000	384-388 Queen Street E	Sar Gin Developments Ltd.	\$1,101,000.00	2.69%	\$4,985.03
242-109-0000	372 Queen Street E	Rob Waddell	\$174,000.00	0.43%	\$787.82
242-110-0000	368 Queen Street E	Sun Kwong Holdings Ltd.	\$163,500.00	0.40%	\$740.28
242-111-0000	366 Queen Street E	Sault Financial Corp. Ltd.	\$99,000.00	0.24%	\$448.25
242-112-0000	358 Queen Street E	Sault Financial Corp. Ltd.	\$102,000.00	0.25%	\$461.83
242-113-0000	356 Queen Street E	Tuula K Valkonen	\$132,500.00	0.32%	\$599.92
242-114-0000	348 Queen Street E	Helir Holding Inc	\$120,060.00	0.29%	\$543.60
242-116-0000	338 Queen Street E	1704608 Ontario Inc.	\$323,000.00	0.79%	\$1,462.46
242-117-0000	336 Queen Street E	786250 Ontario Inc.	\$193,000.00	0.47%	\$873.85
242-118-0000	328-330 Queen Street E	Sauro Greganti	\$73,100.00	0.18%	\$330.98
242-119-0000	324 Queen Street E	1372162 Ontario Ltd.	\$189,500.00	0.46%	\$858.00
242-120-0000	318-320 Queen Street E	Emma's Fasions Ltd.	\$149,500.00	0.37%	\$676.90
242-121-0000	314 Queen Street E	2284518 Ontario Inc.	\$96,500.00	0.24%	\$436.93
242-122-0000	312 Queen Street E	Linvic Holdings Inc.	\$108,750.00	0.27%	\$492.39
242-123-0000	308 Queen Street E	Charlie and Wendy Thornlinson	\$66,250.00	0.16%	\$299.96
242-124-0000	302 Queen Street E	Pentecostal Assemblies	\$91,000.00	0.22%	\$412.02
242-140-0000	311 Queen Street E	Bell Canada Property Tax Department	\$980,000.00	2.40%	\$4,437.17
242-142-0000	345 Queen Street E	Major Contracting (Algoma) Ltd.	\$3,576,000.00	8.75%	\$16,191.16
242-143-0000	369 Queen Street E	McCarda Holdings Inc.	\$1,145,500.00	2.80%	\$5,186.51
242-144-0000	383 Queen Street E	Fabricland Distributors Inc.	\$441,500.00	1.08%	\$1,998.99
242-145-0000	405 Queen Street E	Children's Aid Society of Algoma	\$749,905.00	1.84%	\$3,395.37
242-147-03-0000	451 Queen Street E	920809 Ontario Ltd.	\$264,650.00	0.65%	\$1,198.26
242-147-04-0000	451 Queen Street E	Neech-ke-when Homes Inc.	\$138,850.00	0.34%	\$628.68
242-147-05-0000	451 Queen Street E	Easy Express	\$93,000.00	0.23%	\$421.08
242-148-0000	473-477 Queen Street E	Louis Lukenda (Fleming and Smith Trust)	\$2,411,000.00	5.90%	\$10,916.36

242-083-0000	482 Queen St. E.	Frank Cuglietta & Eunice Marie Cuglietta	\$95,500.00	0.23%	\$432.40
242-149-0000	485 Queen Street E	Marson Developments (Soo) Ltd.	\$175,000.00	0.43%	\$792.35
242-150-0000	491-493 Queen Street E	2257825 Ontario Ltd	\$93,321.00	0.23%	\$422.53
242-151-0000	495 Queen Street E	985923 Ontario Inc	\$87,500.00	0.21%	\$396.18
242-152-0000	497 Queen Street E	1187816 Ontario Inc.	\$158,500.00	0.39%	\$717.65
242-153-0000	499 Queen Street E	Ontario Aboriginal Housing Support Services Corp.	\$610,000.00	1.49%	\$2,761.91
242-154-0000	503 Queen Street E	920934 Ontario Inc.	\$1,200,000.00	2.94%	\$5,433.28
242-155-0000	513-515 Queen Street E	1309939 Ontario Ltd.	\$240,000.00	0.59%	\$1,086.66
242-156-0000	519-521 Queen Street E	Peter Stone Holdings Ltd.	\$143,500.00	0.35%	\$649.73
242-157-0000	523 Queen Street E	Peter Stone Holdings Ltd.	\$159,500.00	0.39%	\$722.17
242-158-0000	527 Queen Street E	Peter Stone Holdings Ltd.	\$198,500.00	0.49%	\$898.75
242-159-0000	535 Queen Street E	Kap Holdings (Sault) Ltd	\$245,000.00	0.60%	\$1,109.29
242-160-0000	549 Queen Street E	Maria Genua	\$62,000.00	0.15%	\$280.72
242-161-0000	551-555 Queen Street E	The Fashion Shop (1983) Ltd.	\$244,000.00	0.60%	\$1,104.77
242-162-0000	557-559 Queen Street E	Missanable Cree Development Corporation	\$218,000.00	0.53%	\$987.04
242-163-0000	617 Queen Street E	Algoma University College	\$474,000.00	1.16%	\$2,146.14
242-165-0000	625-629 Queen Street E	Marta Feifel	\$246,500.00	0.60%	\$1,116.09
242-167-0000	631-635 Queen Street E	Laura Szczepaniak	\$182,000.00	0.45%	\$824.05
242-168-0000	641 Queen St. E.	1704735 Ont. Inc.	\$172,500.00	0.42%	\$781.03
242-169-0000	645 Queen Street E	Asimco Textiles Inc.	\$154,482.00	0.38%	\$699.45
242-170-0000	651 Queen Street E	Stephen Alexander & Jennifer Bellerose	\$191,000.00	0.47%	\$864.80
242-171-0000	655 Queen Street E	Christopher Theriault	\$104,750.00	0.26%	\$474.28
242-172-0000	659-661 Queen Street E	1704768 Ontario Ltd.	\$194,125.00	0.48%	\$878.95
242-173-0000	663-665 Queen Street E	Grace Tridico	\$71,291.00	0.17%	\$322.79
242-174-0000	667-669 Queen Street E	Alan D McLean Medicine Professional Corporation	\$150,500.00	0.37%	\$681.42
242-175-0000	673 Queen Street E	Vitantonio Tassone & Anna Tassone	\$114,000.00	0.28%	\$516.16
242-176-0000	677-679 Queen Street E	Jordan Jack and Hsuan-Ying Kao 2155128 Ont. Corp.	\$271,255.00	0.66%	\$1,228.17
242-177-0000	681-683 Queen Street E	Mijosa Management Corp	\$182,000.00	0.45%	\$824.05
242-178-0000	685 Queen Street E	Muios Restaurants Ltd.	\$199,500.00	0.49%	\$903.28

243-040-0000	853-859 Queen Street E	ReMax Sault Ste. Marie Realty Inc.	\$187,000.00	0.46%	\$846.69	
243-041-0000	843 Queen Street E	Barbo Holding Inc.	\$126,000.00	0.31%	\$570.49	
243-043-0000	819-823 Queen Street E	1138989 Ontario Inc	\$90,500.00	0.22%	\$409.76	
243-044-0000	817 Queen Street E	Sylvie Storzuk	\$91,500.00	0.22%	\$414.29	
243-046-0000	801-805 Queen Street E	DBR Property Management Ltd.	\$98,500.00	0.24%	\$445.98	
243-047-0000	797-799 Queen Street E	Showstoppers Event Rental	\$87,500.00	0.21%	\$396.18	
243-048-0000	789-793 Queen Street E	Norine Roussain	\$78,500.00	0.19%	\$355.43	
243-049-0000	775 Queen Street E	ITCan (Sault) Holdings Inc.	\$780,500.00	1.91%	\$3,533.89	3
243-057-0000	708 Queen Street E	David Felton	\$274,500.00	0.67%	\$1,242.86	
243-058-0000	716-718 Queen Street E	1187818 Ontario Inc.	\$98,500.00	0.24%	\$445.98	
243-059-0000	720-724 Queen Street E	Gary D'Orazio	\$120,050.00	0.29%	\$543.55	
243-060-000	726-728 Queen Street E	Seven Twenty Six Queen Investments Ltd.	\$392,000.00	0.96%	\$1,774.87	
243-062-0000	732-734 Queen Street E	Joseph Ianni	\$153,000.00	0.37%	\$692.74	
243-063-0000	736 Queen Street E	Dennis LeBay	\$125,750.00	0.31%	\$569.36	
243-064-0000	740 Queen Street E	The Fashion Shop (1983) Ltd.	\$133,750.00	0.33%	\$605.58	
243-071-0000	754 Queen Street E	Michael Cassavia & Marcelo Cassavia & Tulla Cassavia	\$82,000.00	0.20%	\$371.27	
243-072-0000	756 Queen Street E	Jane McGoldrick	\$154,500.00	0.38%	\$699.53	
243-050-0000	765 Queen Street E.	PUC Distribution Inc.	\$1,699,000.00	4.16%	\$7,692.61	
243-073-0000	760 Queen Street E	Patrick Flynn	\$95,250.00	0.23%	\$431.27	
243-076-0000	792 Queen Street E	Rose Valente	\$50,000.00	0.12%	\$226.39	
243-077-0000	794-798 Queen Street E	Cooks Algoma Corp.	\$110,500.00	0.27%	\$500.31	
243-079-0000	808-812 Queen Street E	Frank Ianni	\$115,500.00	0.28%	\$522.95	
243-080-0000	814 Queen Street E	Giovanni Bruni & Rosina Bruni	\$99,500.00	0.24%	\$450.51	
243-081-0000	2 Tower Street	1576626 Ont. Inc.	\$161,000.00	0.39%	\$728.96	
243-112-0000	826 Queen Street E	Northern Advancement Capital Inc	\$339,000.00	0.83%	\$1,534.90	
243-113-0000	844 Queen Street E	1372102 Ontario Inc	\$471,700.00	1.15%	\$2,135.73	
243-114-0000	860 Queen Street E	1372102 Ontario Inc	\$131,000.00	0.32%	\$593.13	
243-116-0000	28 Tower Street	Gordon Frost	\$77,500.00	0.19%	\$350.90	
243-168-0000	112-114 E Street	Milica Tomas	\$88,750.00	0.22%	\$401.84	
421-063-0000	298 Queen Street E	Holly Urso Holdings Ltd.	\$312,500.00	0.76%	\$1,414.92	
421-064-0000	290 Queen Street E	Palladium Investments	\$210,500.00	0.52%	\$953.09	

421-065-0000	280 Queen Street E	Xian Qiang Tan	\$161,000.00	0.39%	\$728.96
421-066-0000	262-272 Queen Street E	Pro-Ex Office Complex	\$513,500.00	1.26%	\$2,324.99
421-067-0000	254-260 Queen Street E	McRain Developments Inc	\$611,500.00	1.50%	\$2,768.71
421-068-0000	250-252 Queen Street E	1022394 Ontario Ltd.	\$270,000.00	0.66%	\$1,222.49
421-069-0000	248 Queen Street E	Christopher Lepore	\$164,268.00	0.40%	\$743.76
421-071-0000	244 Queen Street E	Watts Investment	\$297,650.00	0.73%	\$1,347.68
421-072-0000	238 Queen Street E	SK Holding Sault Ste Marie Inc	\$345,000.00	0.84%	\$1,562.07
421-073-0000	232 Queen Street E	SK Holding Sault Ste Marie Inc	\$177,000.00	0.43%	\$801.41
421-074-0000	222-224 Queen Street E	SK Holding Sault Ste Marie Inc	\$200,500.00	0.49%	\$907.81
421-075-0000	220 Queen Street E	House of Comics and Collectibles	\$90,000.00	0.22%	\$407.50
421-076-0000	216 Queen Street E	Louise Barzan	\$235,500.00	0.58%	\$1,066.28
421-077-0000	212 Queen Street E	Professional Place	\$788,000.00	1.93%	\$3,567.85
421-078-0000	206-208 Queen Street E	918148 Ontario Inc.	\$156,000.00	0.38%	\$706.33
421-079-0000	204 Queen Street E	Vavala Inc.	\$161,950.00	0.40%	\$733.27
421-138-0000	269 Queen Street E	Essar Centre (City SSM) (Greyhounds)	\$262,790.00	0.64%	\$1,189.84
		Total Assessment Base	\$40,859,333.00	100.00%	\$185,000.00
		Budget (2014)	\$185,000.00		
		Rate	0.00452773		

Bisceglia Law

Professional Corporation

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June 18, 2015

To the Mayor and Members of Council,
City of Sault Ste Marie

Re: The Queenstown Business Improvement Area

I am writing to solicit support for a new plan and approach to revitalize the Sault Ste Marie Downtown Core. I do so as a property owner and on behalf of others who share my views.

In recent weeks much has been said and done criticizing those in favour of abolishing the Sault Ste Marie Downtown Association. That is unfortunate and not justified. At the end of the day it is not constructive. We all want a busy, beautiful and prosperous Downtown. The Downtown Core is the heart of the Community. It should reflect the character of the City. It should reflect the best that we have to offer.

Some of us believe that the Downtown Association has not in the past been successful to bring about the change needed to revitalize our Downtown. What is needed is a new political will and economic investment to bring about change.

This City has seen the major economic contributors move from the Downtown Area (The Hospital, PUC, Algoma Public Health and shortly St. Mary's College). Where was the voice of the community sounding the alarm that these public funded employers should consider the impact on the Downtown?

The current structure and focus of the Downtown Association is not what is needed to help us rebuild the Downtown.

A revitalized Downtown should be the concern and of interest to all of the city residents not just a few. It makes no sense that because you have property or own a business on Queen Street East between Pim and Dennis Street that you are burdened with the cost and responsibility of looking after the survival of the heart of this City.

I suggest that we as property owners and citizens of this City all share in that responsibility.

I have seen the amounts contributed by the limited number of property owners historically and the spending of those taxpayer dollars. We have no real results to show for it. That continued approach cannot be justified. The Downtown Association which has its historical roots in creating public parking downtown cannot meet the needs and challenges facing this City in bringing about a rebirth to the Downtown which encompasses more than that strip of Queen

*JA
B*

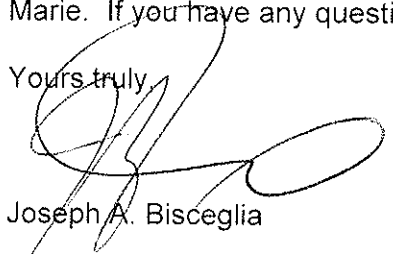
Street between Pim and Dennis. The first step in bringing about a rebirth to this Community's historical financial and business District is to abolish the Downtown Association. By eliminating the Downtown Association we can move forward to establish a more effective comprehensive plan and approach.

I recommend that to save the Downtown the City Council of Sault Ste Marie consider the following:

1. **City Council repeal by-law 76-419 abolishing the Queenstown Business Improvement Area.**
2. **Immediately establish a committee or Board charged with the responsibility of revitalizing and protecting the Downtown. It should not be a large committee. Perhaps no more than of 5 - 7 persons reflecting a cross section of interests. The Committee should have a representative from the Planning Department of the City. It also should involve the Mayor or the Mayor's representative. It should review and investigate ways and means to deal with the Downtown issues.**
3. **In addition steps can be taken to immediately enforce the City's bylaws and property standards relating to the Downtown properties.**
4. **Serious review and consideration be given to change the traffic patterns in the Downtown area. The current traffic patterns were implemented before Sault Ste Marie had a truck route that bypassed residential areas. The current traffic patterns are no longer necessary. I think most merchants would love to have a busy Queen Street, Bay Street or Gore Street. The phrase "*Out of Sight, Out of Mind*" may well apply. If you don't go by a business you soon forget about it.**
5. **The Downtown Association in essence at this time and in recent history has been an events coordinator for merchants along that certain strip of Queen Street. The City of Sault Ste Marie through Tourism Sault Ste Marie can much more effectively handle that task. Tourism Sault Ste Marie can access funding for an events planner. That means no special levy need be implemented and paid by the Downtown merchants. Tourism Sault Ste Marie can expand its' duties and responsibilities that includes the planning and implementation of special events for the Downtown merchants. Events can be planned and continue with the input of the retail merchants located within the Downtown Core. There is no question that more can and should be done to attract tourists to this city as a whole as well as downtown.**

I would be more than happy to discuss this matter with you and staff of the City of Sault Ste Marie. If you have any questions you can contact me.

Yours truly,


Joseph A. Bisceglia

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07/09/15

(6)

Downtown Association
Profit & Loss Budget vs. Actual
 January through December 2014

	Jan - Dec 14	Budget
Income		
Assessments Total		
Assessments	165,633.80	-26,000.00
Assessments Total - Other	0.00	185,000.00
Total Assessments Total	165,633.80	159,000.00
Associate Membership	200.00	400.00
Event Revenue	1,474.25	
Transfer from Reserve Fund	0.00	5,000.00
Interest Income	0.00	500.00
Total Income	167,308.05	164,900.00
Expense		
Salaries & Benefits		
Payroll	77,620.29	85,000.00
Vehicle Costs	2,600.00	
Total Salaries & Benefits	80,220.29	85,000.00
Office Expenses		
Rent	19,049.52	19,500.00
Office cleaning/maint/decor	2,006.57	600.00
Supplies	914.47	1,000.00
Equipment Repairs & Maintenance	265.00	400.00
Telephone/ Internet	2,899.69	2,000.00
Insurance	3,216.24	3,300.00
Postage & Courier	135.65	75.00
Recruiting	615.85	
Total Office Expenses	29,102.99	26,875.00
Office Furniture & Equipment	0.00	500.00
Memberships / Publications	786.24	600.00
Marketing & Communication		
Advertising		
Radio Advertising	10,605.84	
Event Advertising	2,019.34	
Print Advertising	101.76	
Advertising - Other	0.00	14,000.00
Total Advertising	12,726.94	14,000.00
Downtown Newsletters	448.74	2,500.00
Downtown Times	3,256.32	3,300.00
SSM Tourism/Convention	873.26	1,000.00
Social Media	101.76	
Event Props	546.77	
Outreach	301.21	
Greyhound Promotion	5,619.27	
Total Marketing & Communication	23,874.27	20,800.00
Events and Activities		
Downtown Street Party	5,957.34	6,000.00
Shadows of the Mind Film Festiv	1,000.00	1,000.00
Passport to Unity	1,000.00	1,000.00
Moonlight Magic	2,195.40	2,500.00
Walk of Fame	712.86	800.00
Case's Block Party	559.08	

07/09/15

9

Downtown Association
Profit & Loss Budget vs. Actual
 January through December 2014

	Jan - Dec 14	Budget
New Initiatives		
Festival of Trees	150.00	
Greyhounds' Season Opener P...	2,249.45	
Social	349.47	
Dish About Downtown	5.34	
Emergency Music Festival	253.80	
Norgoma Party	225.13	
New Initiatives - Other	0.00	2,225.00
Total New Initiatives	3,233.19	2,225.00
Total Events and Activities	14,657.87	13,525.00
Meetings & Seminars		
Conferences & Training	4,311.35	3,500.00
Board Meetings	1,216.58	1,500.00
AGM	398.23	800.00
Total Meetings & Seminars	5,926.16	5,800.00
Professional Fees		
Accounting	3,103.68	3,000.00
Bookkeeping	1,785.89	1,700.00
Total Professional Fees	4,889.57	4,700.00
On Street Costs		
Lights on Street	1,143.40	
Street Unity/Beautification	3,904.09	5,000.00
Sound System	356.16	500.00
Snow Removal	814.08	900.00
Total On Street Costs	6,217.73	6,400.00
Workers Compensation	573.27	600.00
Bank Service Charges	244.80	100.00
Miscellaneous	60.23	
Total Expense	166,553.42	164,900.00
Net Income	754.63	0.00

(10)

07/09/15

Downtown Association
Profit & Loss Budget vs. Actual
January through December 2014

	<u>\$ Over Budget</u>
Income	
Assessments Total	
Assessments	191,633.80
Assessments Total - Other	-185,000.00
Total Assessments Total	6,633.80
Associate Membership	-200.00
Event Revenue	
Transfer from Reserve Fund	-5,000.00
Interest Income	-500.00
Total Income	2,408.05
Expense	
Salaries & Benefits	
Payroll	-7,379.71
Vehicle Costs	
Total Salaries & Benefits	-4,779.71
Office Expenses	
Rent	-450.48
Office cleaning/maint/decor	1,406.57
Supplies	-85.53
Equipment Repairs & Maintenance	-135.00
Telephone/ Internet	899.69
Insurance	-83.76
Postage & Courier	60.65
Recruiting	
Total Office Expenses	2,227.99
Office Furniture & Equipment	-500.00
Memberships / Publications	186.24
Marketing & Communication	
Advertising	
Radio Advertising	
Event Advertising	
Print Advertising	
Advertising - Other	-14,000.00
Total Advertising	-1,273.06
Downtown Newsletters	-2,051.26
Downtown Times	-43.68
SSM Tourism/Convention	-126.74
Social Media	
Event Props	
Outreach	
Greyhound Promotion	
Total Marketing & Communication	3,074.27
Events and Activities	
Downtown Street Party	-42.66
Shadows of the Mind Film Festiv	0.00
Passport to Unity	0.00
Moonlight Magic	-304.60
Walk of Fame	-87.14
Case's Block Party	

07/09/15

Downtown Association
Profit & Loss Budget vs. Actual
 January through December 2014

	<u>\$ Over Budget</u>
New Initiatives	
Festival of Trees	
Greyhounds' Season Opener P...	
Social	
Dish About Downtown	
Emergency Music Festival	
Norgoma Party	
New Initiatives - Other	-2,225.00
Total New Initiatives	<u>1,008.19</u>
Total Events and Activities	1,132.87
Meetings & Seminars	
Conferences & Training	811.35
Board Meetings	-283.42
AGM	-401.77
Total Meetings & Seminars	<u>126.16</u>
Professional Fees	
Accounting	103.68
Bookkeeping	85.89
Total Professional Fees	<u>189.57</u>
On Street Costs	
Lights on Street	
Street Unity/Beautification	-1,095.91
Sound System	-143.84
Snow Removal	-85.92
Total On Street Costs	<u>-182.27</u>
Workers Compensation	-26.73
Bank Service Charges	144.80
Miscellaneous	
Total Expense	<u>1,653.42</u>
Net Income	<u><u>754.63</u></u>

BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA

Statement of Financial Position

December 31, 2014, with comparative information for 2013

	2014	2013
Financial assets:		
Cash	\$ 80,619	\$ 80,335
Term deposit	26,647	26,431
Accounts receivable	7,048	5,188
Total financial assets	114,314	111,954
Financial liabilities:		
Accounts payable and accrued liabilities	10,323	8,743
Total financial liabilities	10,323	8,743
Net financial assets	103,991	103,211
Non-financial assets:		
Tangible capital assets (note 2)	476	1,705
Commitment (note 5)		
Accumulated surplus (note 4)	\$ 104,467	\$ 104,916

The accompanying notes are an integral part of the financial statements.

On behalf of the Board:

Director

Director

(13)

BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA

Statement of Financial Operations and Accumulated Surplus

Year ended December 31, 2014, with comparative information for 2013

	Budget (note 3)	2014	2013
Revenues:			
Assessments	\$ 185,000	\$ 185,000	\$ 185,000
Donations	-	20,000	-
Membership fees	400	1,674	840
Interest	500	216	215
Total revenues	185,900	206,890	186,055
Expenses:			
Wages and benefits	85,600	78,194	82,031
Promotion and marketing	20,800	33,638	30,921
Events and activities	13,525	24,792	-
Assessments written-off and rebates	26,000	19,366	19,321
Rent	19,500	19,050	19,050
Office	3,175	7,384	4,343
On street costs	6,400	6,218	2,845
Meetings and seminars	5,800	6,028	8,365
Professional fees	4,700	4,890	5,111
Insurance	3,300	3,216	3,221
Telephone and internet	2,000	2,900	3,422
Amortization of tangible capital assets	1,417	1,417	1,450
Miscellaneous	100	246	142
Total expenses	192,317	207,339	180,222
Annual surplus (deficit)	(6,417)	(449)	5,833
Accumulated surplus, beginning of year	104,916	104,916	99,083
Accumulated surplus, end of year	\$ 98,499	\$ 104,467	\$ 104,916

The accompanying notes are an integral part of the financial statements.

BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA

Statement of Changes in Net Financial Assets

Year ended December 31, 2014, with comparative information for 2013

	Budget (note 3)	2014	2013
Annual surplus (deficit)	\$ (6,417)	\$ (449)	\$ 5,833
Acquisition of tangible capital assets	-	(188)	-
Amortization of tangible capital assets	1,417	1,417	1,450
Change in net financial assets	(5,000)	780	7,283
Net financial assets, beginning of year	103,211	103,211	95,928
Net financial assets, end of year	\$ 98,211	\$ 103,991	\$ 103,211

The accompanying notes are an integral part of the financial statements.

BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA

Statement of Cash Flows

Year ended December 31, 2014, with comparative information for 2013

	2014	2013
Cash provided by (used in):		
Operations:		
Annual surplus (deficit)	\$ (449)	\$ 5,833
Item not involving cash:		
Amortization of capital assets	1,417	1,450
	968	7,283
Change in non-cash assets and liabilities:		
Increase in term deposit	(216)	(216)
(Increase) decrease in accounts receivable	(1,860)	504
Increase in accounts payable and accrued liabilities	1,580	1,560
Increase (decrease) in payable to City of Sault Ste Marie	-	(1,207)
	472	7,924
Capital:		
Purchase of tangible capital assets	(188)	-
Increase in cash	284	7,924
Cash, beginning of year	80,335	72,411
Cash, end of year	\$ 80,619	\$ 80,335

The accompanying notes are an integral part of the financial statements.

BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA

Notes to Financial Statements

Year ended December 31, 2014

The Board of Management of Queenstown, The Sault Ste. Marie Central Business District Improvement Area (the "Board") was established on September 28, 1976 to foster and enhance commercial interests in the downtown business improvement area of Sault Ste. Marie, Ontario.

1. Significant accounting policies:

The financial statements of the Board are the representation of management prepared in accordance with Canadian generally accepted accounting principles for government organizations, as recommended by the Public Sector Accounting Board of the Chartered Professional Accountants of Canada. Significant aspects of the accounting policies adopted by the Board are as follows:

(a) Non-financial assets:

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations.

(b) Tangible capital assets:

Tangible capital assets are recorded at cost which includes amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value of the tangible capital assets is amortized on the following annual rates and methods:

Asset	Method used	Rate
Furniture and equipment	Declining-balance	20%
Computer equipment	Declining-balance	30%
Leasehold improvements	Straight-line	10 years

(c) Reserves:

Certain amounts, as approved by the Board, are set aside in reserves for future operating and capital purposes. Transfers to and/or from the reserves are recorded as an adjustment to the respective reserve when approved.

BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA

Notes to Financial Statements

Year ended December 31, 2014

1. Significant accounting policies (continued):

(d) Revenue recognition:

Government transfers are recognized in the financial statements as revenues in the period in which events giving rise to the transfer occur providing the transfers are authorized, any eligibility criteria have been met, and reasonable estimates of the amounts can be made.

Assessments are recognized as revenue when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured.

(e) Use of estimates:

The preparation of the financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

2. Tangible capital assets:

Cost	Balance at December 31, 2013	Additions	Disposals	Balance at December 31, 2014
Furniture and equipment	\$ 2,426	\$ 66	\$ —	\$ 2,492
Computer equipment	7,606	122	—	7,728
Leasehold improvements	12,581	—	—	12,581
Total	\$ 22,613	\$ 188	\$ —	\$ 22,801

Accumulated amortization	Balance at December 31, 2013	Disposals	Amortization expense	Balance at December 31, 2014
Furniture and equipment	\$ 2,426	\$ —	\$ 6	\$ 2,432
Computer equipment	7,159	—	153	7,312
Leasehold improvements	11,323	—	1,258	12,581
Total	\$ 20,908	\$ —	\$ 1,417	\$ 22,325

Net book value	\$ 1,705			\$ 476
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BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA

Notes to Financial Statements

Year ended December 31, 2014

3. Budget figures:

The operating budget approved by the Board for 2014 was prepared for the purpose of establishing the estimated revenues and expenses for fiscal 2014. The budget established does not include a budget for the amortization of tangible capital assets. The Board also does not budget activity within reserves.

The budget figures presented in the Statement of Operations and the Statement of Changes in Net Financial Assets have been restated to be comparable with the Public Sector Accounting Standards. A reconciliation of the Board approved budget and the budget presented in these financial statements is presented below:

Adopted budget:	
Budget annual surplus for the year	\$ -
Adjustments to adopted budget:	
Transfers from reserves funds	(5,000)
Amortization of tangible capital assets	(1,417)
Restated budgeted annual deficit	\$ (6,417)

4. Accumulated surplus:

Accumulated surplus is comprised of:

	2014	2013
Invested in tangible capital assets	\$ 476	\$ 1,705
Operating fund surplus	68,991	68,211
Reserves set aside by the Board		
Downtown Community Improvement Plan (note 5)	35,000	35,000
	\$ 104,467	\$ 104,916

BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA

Notes to Financial Statements

Year ended December 31, 2014

5. Commitment:

The Board has committed to contribute \$35,000 towards the Downtown Community Improvement Plan by the City of Sault Ste Marie, which is being proposed through funding applications with FedNor and the Northern Ontario Heritage Fund Corporation. Payment of the committed amount will be dependent on the successful funding approval of the project by FedNor and the Northern Ontario Heritage Fund Corporation.

The board leases its premises with a minimum annual lease payment of \$18,720 plus applicable taxes. The lease expires January 31, 2020.

6. Segmented reporting:

The Chartered Professional Accountants of Canada Public Sector Accounting Handbook Section PS2700 – Segmented Disclosures establishes standards on defining and disclosing segments in a government's financial statements. Government organizations that apply these standards are encouraged to provide the disclosures established by this section when their operations are diverse enough to warrant such disclosures. The Board has only one identifiable segment, considered to be fostering and enhancing commercial interests in the downtown business improvement area of Sault Ste. Marie, Ontario as presented in these financial statements.



Sault Ste. Marie
**ECONOMIC
DEVELOPMENT
CORPORATION**

Request for Proposal (RFP)

For Project Manager – Canal District Initiatives

Introduction

Over the past two years, since the commencement of the redevelopment of the St. Mary's Paper Property, the City's downtown redevelopment plans and a number of related private and public initiatives have been and are continuing to be developed in an area known as the "Canal District". Many of these projects are described in the Canal District Neighborhood Plan as approved by City Council on July 14, 2014. (Attachment 1)

The Canal District is a major Sault Ste. Marie urban redevelopment initiative that integrates economic development, entrepreneurship, small business development, social enterprise and urban planning. It is a unique, ambitious and creative approach to improving the community's downtown and the general welfare of the community and its citizens.

In order to maximize opportunities and their benefits, ensure consistency with their development, implementation as well as the communications, promotion and marketing of its various projects and elements, the hiring of a Project Manager and the creation of a Canal District Implementation Committee (CDIC) and associated Working Group are being proposed. Although the private and public sector members retain their individual responsibilities for each of their own project's implementation, they have agreed to work together to achieve the greatest possible community benefit and in recognition of the interdependency of these undertakings.

SSMEDC Overview

Sault Ste. Marie Economic Development Corporation (SSMEDC) is a not-for-profit Corporation, funded by public and private partners. It is the community's leader in supporting sustainable growth and development of the local economy.

Vision Statement

Our community, City Council and other partners recognize and value the Corporation as their source for leadership and support in shaping and creating a competitive, sustainable and thriving economy for Sault Ste. Marie.

By 2020, Sault Ste. Marie will be recognized as a leading community having an increasingly diverse, sustainable and globally competitive economy supported by energy, manufacturing, innovation, research, small business and tourism sectors.

Mission Statement

To support the sustainable growth and the further development of a diversified community economy through activities and undertakings, which facilitate:

- the creation and retention of wealth in the community;
- increasing productivity and global competitiveness;
- inward investment and trade; and,
- the marketing and promotion of local business development and tourism.

Position Summary

SSMEDC is seeking a Project Manager to coordinate, manage and implement a broad range of Canal District projects and initiatives that directly support job creation, increased tax assessment and economic development.

The Project Manager will receive functional direction from the Canal District Initiatives (CDI) Committee and be supervised by the CEO, SSMEDC. The CDI Committee is comprised of staff members from Riversedge Development; City Planning, Social Services and SSMEDC; who will work together to achieve the greatest possible community benefit.

Deliverables for the RFP:

- Work collaboratively with the Canal District Initiatives Committee and respective working groups to meet project objectives;
- Coordinate, manage and implement a broad range of projects and initiatives as identified in the Canal District Neighbourhood Plan

Key Projects:

The following are **some** key projects that would be included in and benefit from the joint management and coordination of the Canal District implementation process:

- Parks Canada Sault Ste. Marie Canal National Historic Site of Canada Redevelopment
- Farmers Market / Board Mill Market
- Machine Shop
- Brookfield Clergue Power Station Improvements
- Esposito Park Pump Track
- Esposito Rink Improvements
- Gateway Signature Park
- Gore Street Streetscape Improvements
- Hub Trail Extension
- Huron Street Welcome Feature and Streetscape Improvements

Key Qualifications

- Post-secondary education in related field;
- Minimum of 7 senior or senior level experience in economic development environment in progressively responsible roles in strategic planning, program delivery, business management;

Key Activities:

- Lead and manage key operational project plans, activities and initiatives as described in the Canal District Neighbourhood Plan;
- Sustain an environment that supports collaboration, decision making and accountability;
- Collaborate with stakeholders to develop short and long term plans, actionable goals with tangible results;
- Collaborate with stakeholders to develop communication, marketing and promotion plans for initiatives of the Canal District Neighbourhood Plan;
- Maintain working knowledge of public and private sector incentive programs and investment resources;
- Prepare funding proposals, monitor and expedite applications through the respective review and approval processes;

- Manage initiatives within approved budgets;
- Monitor and report on progress of initiatives, manage change as required to ensure successful completion of project;
- Establish and maintain effective working relationships with stakeholders that support and advance the initiatives of the Canal District Neighbourhood Plan;
- Provide advice and support to the CEO and the Canal District Implementation Committee on matters related to the Canal District Neighbourhood Plan;

Knowledge, Skills and Abilities

- Strong project management skills;
- Experience with engagement strategies and working with stakeholders;
- Excellent verbal communication skills, particularly community engagement and facilitation skills;
- Excellent written skills;
- Ability to work collaboratively with various stakeholders;
- Demonstrated ability to meet timelines;
- Understanding of Canal District Neighbourhood Plan;
- Proficiency in Microsoft Office including Word, Excel, Access, Power Point and Outlook;
- Valid Ontario Driver's License and appropriate travel documentation as required;

Submission Requirements

- A resume that clearly demonstrates how your experiences reflect the key qualifications;
- A detailed plan and description of how the deliverables will be executed;
- A breakdown of costs including time availability and cost per day;
- The names and contact information of 3 references;
- A community project example that you were involved with would be an asset;
- A written, signed, disclosure of any actual or potential conflict of interest that may compromise the performance of services. SSMEDC has the right to solely determine whether any situation or circumstances constitutes a conflict of interest.

Documents Required

Prior to the commencement of any work, the following shall be provided to the SSMEDC:

- Workplace Safety and Insurance Board
Provide documents to confirm evidence from WSIB of Independent Operator Status and therefore not an employee of SSMEDC.
- Insurance
Provide certificates of insurance showing Commercial General Liability, Automobile, Errors and Omissions/ Professional Liability coverage.
- Accessibility for Ontarians with Disabilities Act (AODA)
Provide evidence of compliance with the requirements of Accessibility Standards for Customer Service.

Application Procedure

If any additional clarification is needed, please contact Debbie LaFleur by email at d.lafleur@ssmedc.ca.

Closing Date: **12 pm. on Friday, May 29, 2015.**

Please submit proposals and quotations via email to:

Debbie LaFleur, Manager, Corporate Services
Civic Centre, 99 Foster Drive
Sault Ste. Marie ON P6A 5X6
Email: d.lafleur@ssmedc.ca

Proposals and quotations received after the closing time will not be accepted. SSMEDC reserves the right to amend this Request for Proposal (RFP) document. Addenda will be posted on SSMEDC website www.sault-canada.com. It is the vendor's responsibility to ensure all addenda has been read and noted. Where no satisfactory proposal is received, SSMEDC reserves the right to cancel this RFP process, request re-bids or negotiate a contract for the whole or any part of the provision of the required service as outlined in this RFP.

Proposed Timelines

Release of RFP / Job Tender	Week of May 11
Deadline for submission of proposals	Friday, May 29
Proposal review completed by	Friday, June 5
Interviews for selected applicants	Week of June 8
Successful candidate notified by	Week of June 15
Applicable documents supplied by successful candidate	Friday, June 26
Estimated Project start date	July 1
Estimated Project completion date	June 30, 2016 with option to renew for one additional year

Project Budget

Proponents are advised that the general budget allocation for all parts of this project will not exceed a combined total of \$57,725 CDN inclusive of disbursements, exclusive of HST.

Proponents are advised that explicit agreement should be provided indicating that the quoted price is good for six (60) days.

Selection and Evaluation Criteria

Proposals will be assessed on the following:

- Demonstrated experience with an understanding of the desired outcome;
- Proposed applicant's experience, understanding and expertise in relevant work;
- Quality of the proposal, including the methodology and approach to be used;
- Expected ability to deliver initiatives on time and within budget.

The award shall be made to the applicant whose qualifications and experiences are deemed to be the best fit for the requirements of the contract work.

Submitted proposal packages do not in any way constitute a binding agreement between SSMEDC and any applicant. SSMEDC shall not be obligated in any manner to any Applicant, unless and until the applicable documents are supplied and a written contract has been duly executed between SSMEDC and the successful applicant. SSMEDC reserves the right to reject any and all application package.

SSMEDC will evaluate submitted proposal packages on the basis of overall fit with the contract requirements. Additional information may be requested by phone or interview. Applications will be scored using the criteria below.

Evaluation Criteria

Mandatory:

Proposal Received on time	Pass/Fail
Disclosure statement: any actual or potential conflict of interest	Pass/Fail

Experience and Skills: (40%)

An overview of the individual, highlighting relevant areas of experience and similar project completed for nonprofit organizations

- Experience in the following is considered relevant to this project:
- Project management
- Communication and marketing
- Community development
- Understanding of Canal District Neighbourhood Plan
- Post-secondary education and minimum 7 years' experience
- Experience working with community networks/advisory committees and various stakeholders

Draft project plan shows an understanding of the project (40%)

3 References (Including a minimum of one Project Management past client) (10%)

Financial Considerations: (10%)

- Hourly, project rate, affordability
- Estimated Expenses

Total Score: 100%

Contact

Questions regarding the RFP and the project may be directed to:

Debbie LaFleur
705 759 5463
d.lafleur@ssmedc.ca

Attachments

1. Canal District Neighbourhood Plan http://www.sault-canada.com/en/resourcesGeneral/GreenburgReportonCommunitydesignexpectationsfortheGatewayandRiversedge_July252013.pdf
2. SSMEDC Website www.sault-canada.com

26

Departure

Overall departure

1 2 3 4 5 6 7 8 9 10

Specific Issues

Problem incidence

No

Yes

Comments

Do you have any comments regarding your experience at this hotel?

We thought the hotel was great; however, we were disappointed with the economics of the area. The main street downtown is such a ghost town, and the abandoned, knocked down buildings are an eye sore on the board walk. Hope the economy of the downtown area turns around!



CONFIDENTIAL

ONTARIO LOTTERY AND GAMING CORPORATION (OLG)

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

Ph: 416-224-7047

Fax: 416-224-7002

Email: jpastore@olg.ca

Date: July 21, 2015

To: Mayor Christian Provenzano
City of Sault Ste. Marie

Fax: 705-541-7171

Email: mayor.provenzano@cityssm.on.ca

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

Message:

Please note that there will be a financial transaction to your municipality's account on July 21, 2015 in the amount of **\$373,270** for April 1, 2015 to June 30, 2015 quarterly payment.

This amount represents your payment calculated from the funding formula in the Amended and Restated Municipality Contribution Agreement (MCA) for the operation of the **OLG Casino Sault Ste. Marie**. This brings the total of your life to date hosting payments to **\$24,476,969**.

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

Thank you.

Casino Sault Ste. Marie
Municipality Contribution Statement
for the quarter ended June 30, 2015
Unaudited results, subject to final reconciliation

Total Electronic Games Revenue (as per IFRS):

for the quarter ended June 30, 2015	6,870,210
for the quarter ended September 30, 2015	
for the quarter ended December 31, 2015	
for the quarter ended March 31, 2016	
	<u><u>6,870,210</u></u>

Municipality Contribution on Electronic Games Revenue:

- 5.25% of Electronic Games Revenue that is less than or equal to \$65 M	360,686
- 3.00% of Electronic Games Revenue that is more than \$65 M and less than or equal to \$200 M	-
- 2.50% of Electronic Games Revenue that is more than \$200 M and less than or equal to \$500 M	-
- 0.50% of Electronic Games Revenue that is more than \$500 M	-
	<u>-</u>

Total Municipality Contribution on Electronic Games Revenue **360,686**

Total Live Table Games Revenue (as per IFRS):

for the quarter ended June 30, 2015	314,602
for the quarter ended September 30, 2015	
for the quarter ended December 31, 2015	
for the quarter ended March 31, 2016	
	<u><u>314,602</u></u>

Municipality Contribution on Live Table Games Revenue:

- 4.00% of Live Table Games Revenue	<u>12,584</u>
-------------------------------------	---------------

Total Municipality Contribution on Live Table Games Revenue **12,584**

Total Municipality Contribution - Year to Date **373,270**

Less: Municipality Contribution Paid - Q1
Municipality Contribution Paid - Q2
Municipality Contribution Paid - Q3

Total Municipality Contribution - Quarterly Payment to the City of Sault Ste. Marie **373,270**

Net to be transferred **373,270**

Transferred via EFT



Prepared by OLG Corporate Accounting & Reporting



OLG MAKES FIRST-QUARTER PAYMENT TO SAULT STE. MARIE

For immediate release
July 21, 2015

SAULT STE. MARIE – The Ontario Lottery and Gaming Corporation (OLG) issued the first-quarter (April to June, 2015) non-tax gaming revenue payment of \$373,270 to the City of Sault Ste. Marie for hosting OLG Casino Sault Ste. Marie. To date, Sault Ste. Marie has received more than \$24.4 million in non-tax gaming revenue.

“Having OLG in our community generates funds which are re-invested back into our city for local priorities and infrastructure projects,” said David Oraziotti, MPP. “Important public services like health care and education also directly benefit from these gaming revenues in the Province of Ontario.”

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

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

In fiscal 2015-2016, the province will allocate \$115 million in gaming revenue to support charities through the Ontario Trillium Foundation. Every year, the Government of Ontario allocates funding to the province’s problem gambling program for research, treatment and prevention. The amount for fiscal 2015-2016 is \$38 million.

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

modernolg.ca

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

olg.ca

“Know your limit. Play within it.”

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

Disponible en français

-30-

1-888-946-6716

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CASINO REVENUE SUMMARY

City of Sault Ste. Marie

CITY SLOT REVENUE

	TOTAL	Increase over Previous Year
Total 1999	783,232	
Total 2000	1,292,709	65.0%
Total 2001	1,611,235	24.6%
Total 2002	1,926,143	19.5%
Total 2003	1,915,935	-0.5%
Total 2004	1,870,351	-2.4%
Total 2005	1,577,078	-15.7%
Total 2006	1,455,919	-7.7%
Total 2007	1,530,207	5.1%
Total 2008	1,517,040	-0.9%
Total 2009	1,472,299	-2.9%
Total 2010	1,463,082	-0.6%
Total 2011	1,406,505	-3.9%
Total 2012	1,339,332	-4.8%
Total 2013	1,311,039	-2.1%
Total 2014	1,310,944	0.0%

2015

January 1 to March 31, 2015	320,647
April 1 to June 30, 2015	373,270
July 1 to September 30, 2015	-
October 1 to December 31, 2015	-
Total 2015	693,917

Total Funds Received since 1999 24,476,967

	Jan. to March	% Increase	April to June	% Increase
1999	0	0	0	0
2000	287,177	0%	317,240	0%
2001	320,150	11%	392,289	24%
2002	430,587	34%	490,694	25%
2003	445,897	4%	496,830	1%
2004	483,157	8%	498,329	0%
2005	393,120	-19%	403,218	-19%
2006	344,906	-12%	355,429	-12%
2007	358,727	4%	386,432	9%
2008	352,418	-2%	388,382	1%
2009	356,734	1%	372,517	-4%
2010	347,647	-3%	373,970	0%
2011	342,923	-1%	340,576	-9%
2012	331,195	-3%	339,781	0%
2013	296,866	-10%	343,827	1%
2014	295,083	-1%	337,732	-2%
2015	320,647	9%	373,270	11%

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

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Sergio Bernarolo TELEPHONE: 254-477
ADDRESS: 19 Montcalm Rd. POSTAL CODE: P6B 4L3

The above person hereby makes application for the closing of

Montcalm Road.

(Name of street to be closed)

from Sackville Rd. to Superior Drive
(reference points - street numbers, cross streets, etc.)

on the 15 day of August, 20 15 from 2 pm am/pm to 10 pm am/pm
for the purpose of Street Party (Neighbours)

APPROVALS SECTION:

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

[Signature]
Signature of Official

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

[Signature]
Signature of Official

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

[Signature]
Signature of Official

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

[Signature]
Signature of Official

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

[Signature]
Signature of Official

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

[Signature]
Signature of Official

CITY CLERK SECTION:

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

Judy Biocchi

From: Malcolm White
Sent: Tuesday, August 04, 2015 9:16 AM
To: Judy Biocchi
Subject: FW: Special Occasion Permit Notification- August 29, 2015

-----Original Message-----

From: Kim Vaudry On Behalf Of City Clerk
Sent: Tuesday, August 04, 2015 8:16 AM
To: Malcolm White
Subject: FW: Special Occasion Permit Notification- August 29, 2015

-----Original Message-----

From: matt lauzon [mailto:matt.lauzon@hotmail.ca]
Sent: Thursday, July 30, 2015 1:12 PM
To: talexander@algomapublichealth.com; Kathy Swinn; m.brauner@ssmps.org; City Clerk
Cc: lauzwed15@gmail.com
Subject: Special Occasion Permit Notification- August 29, 2015

Hello,

The information below is provided to you to satisfy the requirements under my Special Occasion Permit obtained for our wedding, August 29, 2015.

Contact information:

Matt Lauzon
1318 Leaside Avenue
Ottawa, Ontario
K1Z7R1
(613)724-0213
Matt.lauzon@hotmail.ca

Venue:

Canadian Bushplane Heritage Centre
50 Pim Street
Sault Ste. Marie, Ontario
P6A3G4

Event details:

August 29, 2015
4:00pm-2:00am (sun)
~140 guests

Alcohol will be served inside the hanger and consumed in the 90ftx90ft fenced area on the apron outside the hanger.

Special Occasion Permit #0384-150149

Please let me know if you require any additional details. Please confirm receipt of this information.

Matt Lauzon



Tarentorus Sports Club
56 Avery Rd.,
Sault Ste. Marie, Ontario P6A 6K4
705-254-5731
www.tarentroussportsclub.com
tscurling@shaw.ca

August 4, 2015

City of Sault Ste. Marie Police Services – Inspector Carlucci – 705-759-7358
City of Sault Ste. Marie Fire Services – Paul Milosevich – 705-949-2341
City of Sault Ste. Marie Building Dept. – Mark Fiacconi – 705-541-7165
Algoma Public Health – Environmental Health – 705-541-7346

To Whom It May Concern:

Re: Extension of Liquor Permit #70343

Please be advised that Tarentorus Sports club Sault Ste. Marie will be hosting their Annual Slo-Pitch Tournament and Beef BBQ at their location 56 Avery Rd Rd. on Saturday September 12, 2015 between 11:00 AM and 1:00 AM .

There will be security present and all servers will be Smart Serve Certified.

If you have any comment or concern regarding this event, please contact the writer at 705-255-2357

Sincerely

Helen Stewart, Secretary/Treasurer
Tarentorus Sports Club



COUNCIL REPORT

August 10, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nuala Kenny, Interim CAO

DEPARTMENT: Chief Administrative Officer

RE: Changes to Travel By-law

PURPOSE

To recommend that Council pass By-law 2015-147 which amends and updates the current By-law relating to membership, registration & travel expenses incurred by staff and Councillors while travelling on the business of the Corporation.

BACKGROUND

Staff from the Finance and Clerk's Departments undertook a review of the current City By-law relating to the above noted travel expenses. Based on the review, some minor changes are suggested and have been incorporated in proposed By-law 2015-147.

ANALYSIS (if applicable)

The travel allowances set out in the By-law have been increased in accordance with the Consumer Price Index. In addition, staff travel requires the approval of the CAO prior to undertaking the travel. Previously, staff travel required the approval of both the CAO and Council. Having the CAO approve the travel is consistent with practices across the Province.

IMPACT

Based on the Consumer Price Index, meals and miscellaneous expenses will be claimed at the following rates:

	<u>Previous</u>	<u>Proposed</u>
(i) Breakfast	\$13.50	\$13.80
(ii) Lunch	\$19.25	\$19.70
(iii) Dinner	\$29.50	\$30.20
(iv) Incidental costs	\$12.50	\$12.80

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2015-147 is located elsewhere on Agenda and is recommended for approval.

Respectfully submitted,



Nuala Kenny
Interim CAO



COUNCIL REPORT

August 10, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for One (1) Self-Propelled Ice Resurfacing Machine (2015CD02T)

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of an Ice Resurfacing Machine for the City's Arenas as required by the Community Services Department.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held July 23, 2015 with Councillor Paul Christian representing City Council.

ANALYSIS

The tender received has been thoroughly evaluated and reviewed with Mr. Norm Fera, Manager of Community Services, and Mr. Nick Apostle, Commissioner of the Community Services Department. The low tendered price, meeting specifications, has been identified on the attached summary.

IMPACT

The tendered amount is within the approved budget allocation of \$110,000.00 as approved in the 2014 and 2015 Capital from Current Budgets.

STRATEGIC PLAN

Purchase of this Ice Resurfacing Machine is not listed as an activity in the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2015 08 10 be received and the recommendation that the tender for the supply and delivery of One (1) Self-Propelled Ice Resurfacing Machine be awarded to The Zamboni Company Ltd. at their low tendered price, meeting specifications, of \$83,785.00 plus HST, including trade-in allowance, be approved.

Respectfully submitted,

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

Tim Gowans
Manager of Purchasing

TG:nt

FINANCE DEPARTMENT
PURCHASING DIVISION
Budget Amount: \$110,000.00

Received: July 23, 2015
File: 2015CD02T

SUMMARY OF TENDERS
ONE (1) SELF PROPELLED ICE RESURFACING MACHINE

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price</u> <u>(Including trade-in;</u> <u>H.S.T. extra)</u>	<u>Remarks</u>
Zamboni Company Ltd. Brantford, ON	2015 Zamboni 526	120 w/days	2 yrs/2,000 hrs Parts & Labour	\$83,785.00	Meets Specifications

Note: The low tendered price, meeting specifications, is boxed above.
Although only one tender was received, it is deemed to be fair and equitable.
It is my recommendation that the tendered price, submitted by Zamboni Company Ltd., be accepted.

Tim Gowans
Manager of Purchasing



COUNCIL REPORT

August 10, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for One (1) 64000 GVW Truck with Garbage Packer Body (2015WA17T)

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of a 64000 GVW Truck equipped with a Garbage Packer Body as required by the Public Works and Transportation Department.

BACKGROUND

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held June 18, 2015 with Councillor Marchy Bruni representing City Council.

ANALYSIS

The tenders received has been thoroughly evaluated and reviewed with Mr. Mike Blanchard, Manager of Equipment and Building Maintenance. The low tendered price, meeting specifications, has been identified on the attached summary.

IMPACT

On May 11, 2015, Council approved the PWT New Equipment Needs Report for 2015 with an allocation of \$285,000 for the purchase of this equipment.

The total price for this acquisition is \$260,294.00; H.S.T. extra.

STRATEGIC PLAN

Acquisition of this equipment is not an activity listed in the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2015 08 10 be received and the recommendation that the tender for the supply and delivery of One (1) 64000 GVW Truck equipped with a Garbage Packer Body be awarded to TMS Truck Centre Ltd. at their low tendered price, meeting specifications, of \$260,294.00 plus HST, be approved.

Respectfully submitted,

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

Tim Gowans
Manager of Purchasing

TG:tgg

FINANCE DEPARTMENT
PURCHASING DIVISION
Budget Amount: \$285,000.00

Received: June 18, 2015
File: 2015WA17T

SUMMARY OF TENDERS
ONE (1) 64,000 GVW TRUCK W/ GARBAGE PACKER BODY

<u>Firm</u>	<u>Make & Model</u>	<u>Delivery</u>	<u>Warranty</u>	<u>Total Tendered Price</u> <u>(H.S.T. extra)</u>	<u>Remarks</u>
Joe Johnson Equip. Innisfil, ON	2016 Freightliner 108 SD Labrie Expert 2000 T Equipment Pkg	160 - 180 w/days	2 yr/unlimited Basic 1 year - Equip. Pkg.	\$261,467.00	Meets specifications.
TMS Truck Centre Sault Ste. Marie, ON	2016 Freightliner 108 SD Labrie Expert 2000 T Equipment Pkg	135 w/days	2 yr/unlimited Basic 1 year - Equip. Pkg.	\$260,294.00	Meets specifications. Registration Extra

Note: The low tendered price, meeting specifications, is boxed above.

The total cost to the City will be \$264,875.17 including the non-refundable portion of the H.S.T.

It is my recommendation that the tendered price which includes the Trade-In Allowances, submitted by TMS Truck Centre Ltd., be accepted.

Tim Gowans
Manager of Purchasing



COUNCIL REPORT

August 10, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Shelley Schell, Commissioner of Finance and Treasurer

DEPARTMENT: Finance Department

RE: Financial Statements – 2014

PURPOSE

The purpose of the report is to approve the attached draft audited Consolidated Financial Statements for 2014.

BACKGROUND

The Finance Committee met on July 29, 2015 with the City's Auditor KMPG LLP, Chartered Accountants to review the 2014 City audit and the following resolution was approved.

Moved By: Councillor Myers
Moved By: Councillor Romano

Resolved that the Finance Committee approve the 2014 Financial Statements as presented and recommend the 2014 Financial Statements to City Council for approval.

CARRIED

ANALYSIS

Not applicable.

IMPACT

Not Applicable.

STRATEGIC PLAN

Not Applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Commissioner of Finance and Treasurer dated 2015 08 10 be received and the recommendation that the audited Consolidated Financial Statements for 2014 be approved.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Shelley Schell".

Shelley J. Schell, CPA, CMA
Commissioner of Finance & Treasurer

SJS/kl

attachment

Consolidated Financial Statements of

**THE CORPORATION OF THE
CITY OF SAULT STE. MARIE**

Year ended December 31, 2014

DRAFT

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Consolidated Financial Statements

Year ended December 31, 2014

	Page
Management's Responsibility for the Consolidated Financial Statements	1
Independent Auditors' Report.....	2
Consolidated Statement of Financial Position.....	3
Consolidated Statement of Operations and Accumulated Surplus.....	4
Consolidated Statement of Changes in Net Financial Assets.....	5
Consolidated Statement of Cash Flows	6
Notes to Consolidated Financial Statements	7 - 25

DRAFT

Management's Responsibility for the Consolidated Financial Statements

The accompanying consolidated financial statements of The Corporation of The City of Sault Ste. Marie (the "City") are the responsibility of the City's management and have been prepared in compliance with legislation, and in accordance with Canadian public sector accounting standards. A summary of the significant accounting policies are described in Note 1 to the consolidated financial statements. The preparation of the consolidated financial statements necessarily involves the use of estimates based on management's judgment, particularly when transactions affecting the current accounting period cannot be finalized with certainty until future periods.

The City's management maintains a system of internal controls designed to provide reasonable assurance that assets are safeguarded, transactions are properly authorized and recorded in compliance with legislative and regulatory requirements, and reliable financial information is available on a timely basis for preparation of the consolidated financial statements. These systems are monitored and evaluated by management.

The finance committee meets with management and the external auditors to review the consolidated financial statements and discuss any significant financial reporting or internal control matters prior to their approval of the consolidated financial statements.

The consolidated financial statements have been audited by KPMG LLP, independent external auditors appointed by the City. The accompanying Independent Auditors' Report outlines their responsibilities, the scope of their examination and their opinion on the City's consolidated financial statements.

Chief Administrative Officer

Commissioner of Finance & Treasurer

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Consolidated Statement of Financial Position

December 31, 2014, with comparative information for 2013

	2014	2013
Financial assets:		
Cash and cash equivalents	\$ 50,176,514	\$ 50,329,848
Taxes receivable	14,156,702	15,391,118
Accounts receivable	12,509,012	12,929,854
Other current assets	268,288	159,212
Investment in PUC Inc. (note 5)	70,227,689	69,762,661
	147,338,205	148,572,693
Financial liabilities:		
Accounts payable and accrued liabilities	23,834,586	25,740,104
Future employee benefit obligations (note 11)	37,349,134	36,076,467
Deferred revenue (note 3)	1,615,812	2,728,744
Landfill closure and post closure liability (note 12)	20,868,067	19,529,708
Net long-term liabilities (note 4)	10,205,145	12,466,343
	93,872,744	96,541,366
Net financial assets	53,465,461	52,031,327
Non-financial assets:		
Tangible capital assets (note 13)	443,338,484	430,268,100
Prepaid expenses	618,835	1,406,586
Inventories	2,392,461	2,218,079
	446,349,780	433,892,765
Contingent liabilities (note 10)		
Accumulated surplus (note 14)	\$ 499,815,241	\$ 485,924,092

The accompanying notes are an integral part of these consolidated financial statements.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Consolidated Statement of Operations and Accumulated Surplus

Year ended December 31, 2014, with comparative information for 2013

	Budget (note 6)	2014	2013
Revenue:			
Property taxation	\$ 102,381,325	\$ 102,652,836	\$ 102,063,300
Taxation from other governments	4,430,690	4,345,786	4,432,020
Fees and user charges	64,087,828	60,784,919	59,128,929
Government grants (note 15)	21,012,455	30,732,052	29,286,923
Investment and interest income	5,660,000	7,086,760	6,380,892
Other	525,835	6,489,143	3,157,067
Gain on disposal of tangible capital assets	-	262,134	(53,379)
PUC Inc. operating results	-	1,075,108	1,423,168
Total revenue	198,098,133	213,428,738	205,818,920
Expenses:			
General government	14,472,905	14,388,249	14,112,987
Protection services	41,314,054	41,730,854	40,904,960
Transportation services	34,209,270	41,582,255	39,561,250
Environmental services	25,429,889	28,758,855	25,354,052
Health services	7,893,830	7,549,439	7,591,354
Social and family services	25,967,041	25,210,215	25,783,578
Social housing	2,022,670	2,151,208	2,277,901
Planning and development	3,333,100	3,974,978	4,563,974
Recreation and cultural services	15,246,724	15,285,482	15,271,264
Contribution to new hospital construction	693,000	693,000	2,100,000
Amortization of tangible capital assets	18,213,054	18,213,054	17,580,207
Total expenses	188,795,537	199,537,589	195,101,527
Annual surplus	9,302,596	13,891,149	10,717,393
Accumulated surplus, beginning of year	485,924,092	485,924,092	475,206,699
Accumulated surplus, end of year	\$ 495,226,688	\$ 499,815,241	\$ 485,924,092

The accompanying notes are an integral part of these consolidated financial statements.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Consolidated Statement of Change in Net Financial Assets

Year ended December 31, 2014, with comparative information for 2013

	Budget (note 6)	2014	2013
Annual surplus	\$ 9,302,596	\$ 13,891,149	\$ 10,717,393
Acquisition of tangible capital assets	(20,002,338)	(31,628,778)	(21,299,459)
Amortization of tangible capital assets	18,213,054	18,213,054	17,580,207
Loss (gain) on sale of tangible capital assets	-	(262,134)	53,379
Proceeds on sale of tangible capital assets	-	607,474	58,217
	7,513,312	820,765	7,109,737
Change in prepaid supplies	-	787,751	(11,445)
Change in inventories of supplies	-	(174,382)	(114,600)
Change in net financial assets	7,513,312	1,434,134	6,983,692
Net financial assets, beginning of year	52,031,327	52,031,327	45,047,635
Net financial assets, end of year	\$ 59,544,639	\$ 53,465,461	\$ 52,031,327

The accompanying notes are an integral part of these consolidated financial statements

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Consolidated Statement of Cash Flows

Year ended December 31, 2014, with comparative information for 2013

	2014	2013
Cash provided by (used in):		
Operating activities:		
Annual surplus	\$ 13,891,149	\$ 10,717,393
Items not involving cash:		
Amortization of tangible capital assets	18,213,054	17,580,207
Loss (gain) on sale of tangible capital assets	(262,134)	53,379
Developers contributions of tangible capital assets	(2,798,682)	(916,706)
Change in future employee benefit obligations	1,272,667	3,013,918
Change in landfill closure and post-closure liability	1,338,359	791,897
PUC Inc. operating results	(1,075,108)	(1,423,168)
Change in non-cash assets and liabilities:		
Taxes receivable	1,234,416	(7,149,596)
Accounts receivable	153,104	1,428,111
Other current assets	(116,631)	11,543
Prepaid expenses	795,307	(13,492)
Inventories	(174,382)	(114,600)
Accounts payable and accrued liabilities	(1,637,785)	2,378,291
Deferred revenue	(1,112,931)	(768,079)
Temporary advances from trust funds	-	(336,488)
	29,720,404	25,252,610
Capital activities:		
Proceeds on sale of tangible capital assets	607,475	58,217
Cash used to acquire tangible capital assets	(28,830,096)	(20,382,753)
	(28,222,621)	(20,324,536)
Investing activities:		
Dividends received from PUC Inc.	610,080	610,080
Financing activities:		
Repayment of long-term liabilities	(2,261,197)	(2,103,131)
Net change in cash	(153,334)	3,435,023
Cash and cash equivalents, beginning of year	50,329,848	46,894,825
Cash and cash equivalents, end of year	\$ 50,176,514	\$ 50,329,848

The accompanying notes are an integral part of these consolidated financial statements.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2014

The City of Sault Ste. Marie (the "City") is a municipality that was created on April 16, 1912 pursuant to the Municipal Act. The City provides municipal services such as police, fire, public works, planning, parks and recreation, library and other general government operations.

1. Significant accounting policies:

The consolidated financial statements of the City are prepared by management in accordance with Canadian generally accepted accounting principles for governments as recommended by the Public Sector Accounting Board ("PSAB") of the Chartered Professional Accountants of Canada. Significant accounting policies adopted by the City are as follows:

(a) Basis of consolidation:

(i) Consolidated entities

The consolidated financial statements reflect the assets, liabilities, revenues and expenses of the reporting entity. The reporting entity is comprised of all organizations, committees and local boards accountable for the administration of their financial affairs and resources to the City and which are owned or controlled by the City except for the City's government business enterprises which are accounted for on the modified equity basis of accounting.

These entities and organizations include:

Sault Ste. Marie Police Services Board
City of Sault Ste. Marie Public Utilities Commission
Sault Ste. Marie Public Library

Interdepartmental and inter-organizational transactions and balances between these entities and organizations have been eliminated.

(ii) Investment in Government Business Enterprises

The City's investment in PUC Inc. and PUC Services Inc. is accounted for on a modified equity basis, consistent with Canadian generally accounting principles as recommended by PSAB for investments in government business enterprises. On December 31, 2010 PUC Inc. was restructured creating two separate companies: PUC Inc and PUC Services Inc. Previous to the restructuring, PUC Services Inc. was owned by PUC Inc. and thus included in the consolidated financial statements of PUC Inc. Under the modified equity basis, PUC Inc.'s and PUC Services Inc.'s accounting policies are not adjusted to conform with those of the municipality and inter-organizational transactions and balances are not eliminated. The City recognizes its equity interest in the annual income or loss of PUC Inc. and PUC Services Inc. in its consolidated statement of operations with a corresponding increase or decrease in its investment asset account. Any dividends that the City may receive from PUC Inc. and PUC Services Inc. will be reflected as reductions in the investment asset account.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2014

1. Summary of significant accounting policies (continued):

(iii) Related entities:

The consolidated financial statements do not reflect the assets, liabilities, sources of financing, expenses and the activities of the following Boards and enterprises which are not under the control of Council.

Algoma Health Unit
District of Sault Ste. Marie Social Services Administration Board
Board of Management of Queenstown
Sault Ste. Marie Public Region Conservation Authority

(iv) Trust funds:

Trust funds and their related operations administered by the City are not included in the consolidated financial statements.

(b) Basis of accounting:

The City follows the accrual method of accounting for revenues and expenses. Revenues are normally recognized in the year in which they are earned and measurable. Expenses are recognized as they are incurred and measurable as a result of receipt of goods or services and/or the creation of a legal obligation to pay.

(c) Revenue recognition:

The City prepared tax billings based on assessment rolls issued by the Municipal Property Assessment Corporation, in accordance with rates established and approved annually by Council and the Province of Ontario. Taxation revenue is recognized in the period in which the taxes are levied.

Government transfers are recognized in the period in which the events giving rise to the transfer occurred, provided that the transfer is authorized and the amount can be reasonably estimated. Government grants are recognized when approved to the extent the related expenditures have been incurred and collection can be reasonably assured.

User fees and other revenues are recognized when the services are performed or goods are delivered, collection of the relevant receivable is probable, persuasive evidence of an arrangement exists and fees are fixed or determinable. Amounts received for future services are deferred until the service is provided.

(d) Temporary investments:

Temporary investments are recorded at the lower of cost and market value.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2014

1. Significant accounting policies (continued):

(e) Inventories:

Inventories held for resale are stated at the lower of cost and net realizable value, while inventories of supplies are stated at lower of cost and replacement value.

(f) Deferred revenue:

Deferred revenues represent licenses, permits and other fees which have been collected, but for which the related services or inspections have yet to be performed. These amounts will be recognized as revenues in the fiscal year the services are performed.

(g) Non-financial assets:

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations.

i. Tangible capital assets:

Tangible capital assets are recorded at cost which includes amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less (if applicable) residual value of the tangible capital assets excluding land, are amortized on a straight-line basis over their estimated useful lives as follows:

Asset	Useful Life - Years
Landfill and land improvements	10 - 30 years
Buildings and building improvements	10 - 60 years
Vehicles	3 - 15 years
Machinery and equipment	5 - 25 years
Infrastructure	15 - 100 years

Half year amortization is charged in the year of acquisition and in the year of disposal. Assets under construction are not amortized until the asset is available for productive use.

ii. Contributions for tangible capital assets

Tangible capital assets received as contributions are recorded at their fair value at the date of receipt and also recorded as revenue.

iii. Leased tangible capital assets

Leases which transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as leased tangible capital assets. All other leases are accounted for as operating leases and the related payments are charged to expenses as incurred.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2014

1. Significant accounting policies (continued):

(h) Use of estimates:

The preparation of consolidated financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates include assumptions used in estimating provisions for accrued liabilities, landfill liability and in performing actuarial valuations of employee future benefits.

In addition, the City's implementation of the Public Sector Accounting Handbook PS3150 has required management to make estimates of historical cost and useful lives of tangible capital assets.

Actual results could differ from these estimates.

(i) Employee future benefits:

- i. The City provides certain benefits which will require funding in future periods. These benefits include sick leave, benefits under the Workplace Safety and Insurance Board ("WSIB") Act, and life insurance, extended health and dental benefits for early retirees.

The costs of sick leave, benefits under the Workplace Safety and Insurance Board Act and life insurance, extended health and dental benefits are actuarially determined using management's best estimate of salary escalation, accumulated sick days at retirement, insurance and health care cost trends, long-term inflation rates and discount rates.

For self-insured retirement and other employee future benefits that vest or accumulated over the periods of service provided by employees, such as retirement gratuities, compensated absences and health, dental and life insurance benefits for retirees, the cost is actuarially determined using the projected benefits method prorated on service. Under this method, the benefit costs are recognized over the expected average service life of the employee group. Any actuarial gains and losses related to the past service of employees are amortized over the expected average remaining service life of the employee group.

For those self-insured benefit obligations that arise from specific events that occur from time to time, such as obligations for workers' compensation and life insurance and health care benefits for those on disability leave, the cost is recognized immediately in the period the events occur. Any actuarial gains and losses that are related to these benefits are recognized immediately in the period they arise.

- ii. The costs of multi-employer defined contribution pension plan benefits, such as the Ontario Municipal Employees Retirement System ("OMERS") pensions, are the employer's contributions due to the plan in the period.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2014

1. Significant accounting policies (continued):

(j) Landfill liability:

The liability for closure of operational sites and post-closure care has been recognized based on estimated future expenses, estimated inflation and the usage of the site's capacity during the year.

2. Tax revenues:

Property tax billings are prepared by the City based on an assessment roll prepared by the Municipal Property Assessment Corporation ("MPAC"), an agency of the Ontario government. All assessed property values in the City were reviewed and new values established based on a common valuation date which was used by the City in computing the property tax bills for 2014. However, the property tax revenue and tax receivables of the City are subject to measurement uncertainty as a number of significant appeals submitted by ratepayers have yet to be heard.

The City has established an allowance for tax appeals and other items in the amount of \$2,228,000 (2013 - \$2,343,012). Any supplementary billing adjustments made necessary by the determination of such changes will be recognized in the fiscal year they are determined.

3. Deferred revenue:

The balances in the deferred revenue of the City consist of:

	2014	2013
Development charges act	\$ 371,923	\$ 364,534
Provincial Gas Tax	52,613	112,943
Federal Gas Tax	—	572,990
Parkland	512,029	504,038
Building permits Bill 124	679,247	1,174,239
	<u>\$ 1,615,812</u>	<u>\$ 2,728,744</u>

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2014

3. Deferred revenue (continued):

Continuity of deferred revenue is as follows:

	2014	2013
Balance, beginning of year:		
Development charges act	\$ 364,534	\$ 357,703
Provincial Gas Tax	112,943	61,183
Federal Gas Tax	572,990	1,436,590
Parkland	504,038	429,617
Building permits Bill 124	1,174,239	1,211,730
	2,728,744	3,496,823
Other revenue	69,755	75,194
Interest earned	45,623	39,284
Total revenue	115,378	144,478
Contributions deferred	—	44,450
Contributions used	(1,228,310)	(927,007)
Balance, end of year	\$ 1,615,812	\$ 2,728,744

4. Net long-term liabilities:

	2014	2013
Total long-term liabilities incurred by the City	\$ 10,205,145	\$ 12,466,343

Principal repayments recoverable over the next five years are as follows:

2015	\$ 1,211,136
2016	1,282,036
2017	1,357,307
2018	1,437,236
2019	1,522,124

The annual principal and interest payments required to service the long-term obligations of the City are within the annual debt repayment limit prescribed by the Ministry of Municipal Affairs and Housing.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2014

4. Net long-term liabilities (continued):

The long-term obligations issued in the name of the City have received approval of the Ontario Municipal board for those approved on or before December 31, 1992. Those approved after January 1, 1993 have been approved by by-law.

The above long-term debt has various maturity dates and interest rates ranging from due on demand to 2021 and 0% to 8.07% respectively.

Interest paid in the year and included in current expenses is \$607,453 (2013 - \$721,156).

5. Investment in government business enterprises:

PUC Inc. is incorporated under the laws of the Province of Ontario and provides municipal electrical distribution and other services to the residents of Sault Ste. Marie. The City owns 100% of the outstanding shares of PUC Inc. PUC Services Inc. is incorporated under the laws of the Province of Ontario and provides management, operations and maintenance services related to water, wastewater and electrical services to its related entities and other organizations. The City owns 100% of the outstanding shares of PUC Services Inc.

The following schedule reflects the combined financial information of PUC Inc. and PUC Services Inc. as at December 31:

	2014	2013
Financial Position:		
Current assets	\$ 46,300,368	\$ 41,663,817
Notes receivable	8,315,331	8,310,000
Future income tax assets	2,255,460	2,692,000
Capital assets	90,401,561	88,084,450
Regulatory assets	1,510,636	822,635
Total assets	\$ 148,783,356	\$ 141,572,902
Current liabilities	\$ 24,360,534	\$ 28,070,418
Employee future benefit obligations	1,564,885	1,663,996
Notes payable	81,675,380	67,465,345
Regulatory liabilities	2,674,868	6,330,482
Total liabilities	110,275,667	103,530,241
Shareholder's equity	38,507,689	38,042,661
Total liabilities and equity	\$ 148,783,356	\$ 141,572,902

The note payable to the City of \$6,720,000 is unsecured, bears interest at 6.1% per annum, and is payable one year after demand. The note payable to the City of \$25,000,000 is unsecured, bears interest at rates negotiated periodically, currently 6.1%, and is payable one year after demand.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2014

5. Investment in government business enterprises (continued):

	2014	2013
Results of Operations:		
Revenues	\$ 108,079,295	\$ 108,385,718
Expenses	(107,287,750)	(106,986,275)
Loss on sale of assets	—	(110,632)
Provision for payment in lieu of taxes	283,563	134,357
Net income for the year	\$ 1,075,108	\$ 1,423,168
The City's investment in government business enterprises is comprised of:		
Common shares	\$ 15,668,248	\$ 15,668,248
Special shares	15,513,300	15,513,300
Retained earnings	7,326,141	6,861,113
Equity, end of year	38,507,689	38,042,661
Notes receivable	31,720,000	31,720,000
Investment in government business enterprises	\$ 70,227,689	\$ 69,762,661

6. Budget figures:

The Budget By-law adopted by Council for the 2014 year was not prepared on a basis consistent with that used to report actual results (Public Sector Accounting Standards). The budget was prepared on a modified accrual basis while Public Sector Accounting Standards now require a full accrual basis. The budget figures anticipated use surpluses accumulated in previous years to reduce current year expenses in excess of current year revenues to \$Nil. In addition, the budget expensed all tangible capital expenditures rather than including amortization expense. As a result, the budget figures presented in the consolidated statements of operations and accumulated surplus and change in net financial assets represent the financial plan adopted by Council with adjustments as follows:

	2014
Adopted budget by-law for the year	\$ —
Adjustments to adopted budget:	
Debt principal repayments	2,922,442
Investment in tangible capital assets	20,002,338
Amortization of tangible capital assets	(18,213,054)
Net transfer to/from reserves and other	4,590,870
Budget surplus per consolidated statement of operations and accumulated surplus	\$ 9,302,596

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2014

7. Pension agreements:

The City makes contributions to the Ontario Municipal Employees Retirement Fund ("OMERS"), which is a multi-employer plan, on behalf of all permanent, full-time members of its staff. This plan is a defined benefit plan which specifies the amount of the retirement to be received by the employees based on the length of service and rates of pay.

The amount contributed to OMERS for 2014 was \$6,741,020 (2013 - \$6,573,976) is included as an expense on the consolidated statement of operations and accumulated surplus.

8. Operations of school boards:

During 2014, the City collected and transferred property taxes totaling \$19,989,744 (2013 - \$19,827,688) on behalf of area school boards.

9. Trust funds:

The trust funds administered by the City amounting to \$7,436,235 (2013 - \$7,314,597) are presented in a separate financial statement of trust fund balances and operations. As such balances are held in trust by the City for the benefit of others; they are not presented as part of the City's financial position or financial activities. At December 31, 2014, the trust fund balances are comprised of:

	2014	2013
Cemetery Care and Maintenance funds	\$ 5,106,285	\$ 4,972,901
Pre-need assurance	2,180,443	2,202,200
Transit employees' pension	74,173	73,376
Historic Sites	20,832	9,229
Heritage Sault Ste. Marie	25,760	25,056
Ontario Home Renewal Program	15,814	19,174
Cultural Endowment	12,928	12,661
	<u>\$ 7,436,235</u>	<u>\$ 7,314,597</u>

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2014

10. Contingent liabilities:

The City has been named in litigation matters, the outcome of which is not determinable and accordingly, no provision has been made for them in these consolidated financial statements. Should any loss result from these claims, such loss would be charged to operations in the year of resolution.

11. Employee future benefit obligations:

Employee future benefits are liabilities of the City to its employees and early retirees for the following benefits earned but not taken as at December 31 are as follows:

	2014	2013
Future payments required to W.S.I.B.	\$ 13,915,142	\$ 13,777,315
Post-employment and post-retirement benefits	14,162,693	13,372,659
Vacation pay	7,865,209	7,855,257
Non-vesting sick leave benefits	1,406,090	1,071,236
Employee future benefit obligations	\$ 37,349,134	\$ 36,076,467

Post employment and post retirement benefits

The City provides non-pension benefits to employees and retirees until they reach 65 years of age. The values that follow have been estimated based upon employee data available during the actuarial review which was completed as at December 31, 2014.

The benefit liability continuity is as follows:

	2014	2013
Accrued benefit liability, January 1	\$ 13,372,659	\$ 10,729,724
Expense	1,349,974	3,091,135
Payments	(559,940)	(448,200)
Accrued benefit liability, December 31	\$ 14,162,693	\$ 13,372,659

Significant assumptions

Discount rate	3.50%
Health cost increase	5.00% - 8.50%

Non-vesting sick leave benefits

Sick leave benefits accrue to City employees at a rate of one and a half days per month. Unused sick days are banked and may be used in the future if sick leave is beyond yearly allocation. No cash payments are made for unused sick time upon termination or retirement.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2014

11. Employee future benefit obligation (continued):

Accrued vacation pay

Accrued vacation pay represents the liability for vacation entitlements earned by employees but not taken as at December 31, 2014.

Future payments for Worker's Safety and Insurance Board (WSIB)

Under the provisions of the Workplace Safety and Insurance Board Act, the City has elected to be treated as a Schedule 2 employer and remits payments to the WSIB as required, to fund current disability payments. An actuarial estimate of future liabilities has been completed and forms the basis for the estimated liability.

12. Landfill closure and post-closure liability:

The Environmental Protection Act sets out the regulatory requirements to properly close and maintain all active and inactive landfill sites. Under environmental law, there is a requirement for closure and post-closure care of solid waste landfill sites. This requirement is to be provided for over the estimated life of the landfill site based on usage.

Landfill closure and post-closure care requirements have been defined in accordance with industry standards and include final covering and landscaping of the landfill, pumping of ground water and leachates from the site, and ongoing environmental monitoring, site inspection and maintenance. The reported liability is based on estimates and assumptions with respect to events extending over a sixty year period using the best information available to management. Future events may result in significant changes to the estimated total expenditures capacity used or total capacity and the estimated liability, and would be recognized prospectively, as a change in estimate, when applicable.

The City operates one primary landfill site, the 5th Line Landfill. The site has capacity of approximately 3,000,000 metric tons with approximately 405,000 metric tons of remaining capacity. At current average fill rates, the site has a remaining operating life of approximately 6.75 years.

It is estimated that the total net present value of the cost to close and maintain the 5th Line Landfill site is approximately \$24,125,000 (2013 - \$22,975,000). At December 31, 2014, an amount of \$20,868,067 (2013 - \$19,529,708) with respect to landfill closure and post-closure liability has been accrued and will be funded from future taxation revenues. The City has established a reserve to contribute to the cost of closing and maintaining the landfill site of \$12,175,874 (2013 - \$11,728,238).

The City will be undertaking a full Environmental Assessment of the landfill site to determine future options which may extend the operating life of the landfill.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2014

13. Tangible capital assets

									2014
		Land	Land Improvements	Buildings and Building Improvements	Infrastructure	Machinery and Equipment	Vehicles	Assets under Construction	Total
Cost									
Balance, beginning of the year	\$	24,827,199	11,693,167	91,715,725	495,769,963	23,884,214	28,199,625	11,360,858	\$ 687,450,751
Additions		5,442	167,000	4,593,944	24,808,414	2,949,460	2,906,654	7,386,382	42,817,296
Disposals		(38,964)	-	-	(1,566,507)	(977,222)	(3,223,765)	(11,155,627)	(16,962,085)
Balance, end of year		24,793,677	11,860,167	96,309,669	519,011,870	25,856,452	27,882,514	7,591,613	713,305,962
Accumulated Amortization									
Balance, beginning of the year		-	(5,919,535)	(30,717,630)	(192,628,562)	(12,831,712)	(15,085,212)	-	(257,182,651)
Disposals/transfers		-	-	-	1,566,508	968,512	2,893,207	-	5,428,227
Amortization expense		-	(645,783)	(2,149,761)	(11,531,611)	(1,870,068)	(2,015,831)	-	(18,213,054)
Balance, end of year		-	(6,565,318)	(32,867,391)	(202,593,665)	(13,733,268)	(14,207,836)	-	(269,967,478)
Net book value, end of year	\$	24,793,677	5,294,849	63,442,278	316,418,205	12,123,184	13,674,678	7,591,613	\$ 443,338,484
Net book value, beginning of year	\$	24,827,199	5,773,631	60,998,095	303,141,402	11,052,503	13,114,412	11,360,858	\$ 430,268,100

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2014

13. Tangible capital assets (continued)

									2013
		Land	Land Improvements	Buildings and Building Improvements	Infrastructure	Machinery and Equipment	Vehicles	Assets under Construction	Total
Cost									
Balance, beginning of the year	\$	24,842,250	11,679,072	90,890,149	482,471,472	23,949,493	28,889,106	8,208,074	\$ 670,929,616
Additions		546	14,094	825,576	14,093,007	1,159,015	2,054,436	8,741,715	26,888,389
Disposals		(15,597)	-	-	(794,516)	(1,224,293)	(2,743,917)	(5,588,931)	(10,367,254)
Balance, end of year		24,827,199	11,693,166	91,715,725	495,769,963	23,884,215	28,199,625	11,360,858	687,450,751
Accumulated Amortization									
Balance, beginning of the year		-	(5,277,327)	(28,668,897)	(182,279,882)	(12,183,071)	(15,859,994)	-	(244,269,171)
Disposals/transfers		-	-	-	794,517	1,176,017	2,696,194	-	4,666,728
Amortization expense		-	(642,208)	(2,048,733)	(11,143,196)	(1,824,658)	(1,921,413)	-	(17,580,208)
Balance, end of year		-	(5,919,535)	(30,717,630)	(192,628,561)	(12,831,712)	(15,085,213)	-	(257,182,651)
Net book value, end of year	\$	24,827,199	5,773,631	60,998,095	303,141,402	11,052,503	13,114,412	11,360,858	\$ 430,268,100
Net book value, beginning of year	\$	24,842,250	6,401,744	62,221,252	300,191,590	11,766,422	13,029,112	8,208,074	\$ 426,660,444

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2014

13. Tangible capital assets (continued):

a) Assets under construction:

Assets under construction having a value of \$7,591,613 (2013 - \$11,360,858) have not been amortized. Amortization of these assets will commence when the asset is put into service.

b) Contributed tangible capital assets:

Contributed capital assets have been recognized at fair market value at the date of contribution. The value of contributed assets received during the year was \$2,798,682 (2013 - \$916,706) comprised of water infrastructure, land and roads infrastructure.

c) Tangible capital assets disclosed at nominal values:

Where an estimate of fair value could not be made, the tangible capital asset was recognized at a nominal value.

d) Works of art and historical treasures:

The City manages and controls various works of art and non-operational historical cultural assets including buildings, artifacts, paintings and sculptures located at City sites and public display areas. These assets are not recorded as tangible capital assets and are not amortized.

e) Write-down of tangible capital assets:

The write-down of tangible capital assets during the year was \$Nil (2013 - \$Nil).

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2014

14. Accumulated surplus:

Accumulated surplus consists of individual fund surplus and reserves and reserve funds as follows:

	2014	2013
Surplus:		
Invested in tangible capital assets	\$ 443,338,484	\$ 430,268,100
Invested in government business enterprises	70,227,688	69,762,660
Other	23,962,364	24,080,286
Unfunded		
Net long-term liabilities	(10,205,145)	(12,466,343)
Landfill closure costs	(20,868,067)	(19,529,708)
Employee benefits	(37,349,134)	(36,076,467)
Total surplus	469,106,190	456,038,528
Reserves set aside for specific purpose by Council:		
Working capital	1,081,007	1,081,007
Acquisition of tangible capital assets	3,680,142	4,708,648
Planning and development	922,579	872,191
Parking facilities	3,614	3,614
Other programs	8,858,072	7,739,114
Waste disposal site	12,175,874	11,728,238
Total reserves	26,721,288	26,132,812
Reserve funds set aside for specific purpose by Council:		
Sewage plants	510,982	497,484
Cemetery development	1,338,631	1,269,445
Industrial land	45,722	45,238
Property purchases	1,389,906	1,243,115
Hospital development	466,845	544,376
Other programs	235,677	153,094
Total reserve funds	3,987,763	3,752,752
	\$ 499,815,241	\$ 485,924,092

15. Government grants:

The City recognizes the transfer of government funding as expenses or revenues in the period that the events giving rise to the transfer occurred. The transfers reported on the consolidated statement of operations and accumulated surplus are:

	2014	2013
Revenue:		
Provincial grants	\$ 24,979,332	\$ 23,079,164
Federal grants	5,752,720	6,207,759
Total revenues	\$ 30,732,052	\$ 29,286,923

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2014

16. Segmented information:

The City is a diversified municipal government institution that provides a wide range of services to its citizens. City services are provided by departments and certain departments have been separately disclosed in the segmented information, along with the services they provide. These departments are:

General Government

General Government is comprised of City Council, the Chief Administrators' Office (CAO), Clerks Department, Legal Department, Human Resources Department and the Finance Department. Each of these departments provides program support to various other areas.

The Chief Administrators' Office is charged with the responsibility of coordinating the work of all municipal departments and ensuring that those departments carry out the policies and directions given by City Council.

The Clerks Departments' primary task is to function as the corporate secretary to City Council, ensuring that all Council Agendas, Minutes of proceedings, resolutions, decisions, voting, records, and accounts are recorded, documented and certified.

The Legal Department is responsible for the preparation of by-laws, deeds, leases, agreements and other legal documents, as well as property management for the City in regards to purchases, sales, leasing, easements and related agreements. Prosecutions and administration of Provincial Offences Act is also part of their responsibility.

The Human Resources Department is charged with negotiation and administration of all collective agreements as well as all facets of employment and employee benefits.

The Finance Department is responsible for the City's general financial management and budget preparation. The department is comprised of financial administration, accounting, tax and licensing, purchasing and information technology.

Fire Services

Fire Services is responsible to provide fire suppression service; fire prevention programs; training and education related to prevention, detection or extinguishment of fires. It is also responsible, through its Emergency Medical Services, for pre-hospital emergency paramedical care and the transport of the sick and injured.

Police Services

The mandate of the Police Services is to ensure the safety of the lives and property of citizens; preserve the peace and good order; prevent crimes from occurring; detect offenders; and enforce the law.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2014

16. Segmented information (continued):

Engineering and Planning

The Engineering and Planning Department provides diverse services. It manages urban development for business interests, environmental concerns, local neighborhoods and the downtown through city planning and community development. It ensures the quality of building construction and maintenance of properties through enforcement of construction codes, building standards and by-law for the protection of occupants. It facilitates economic development by providing services for the approval of all land development plans, the application of enforcement of zoning by-laws and the processing of building permit applications

Public Works and Transportation

The Public Works and Transportation Department is responsible for maintenance of municipal infrastructure, such as streets, sewers, transit, parks and cemeteries. The department provides solid waste management through refuse collection, recycling programs, and sanitary landfill management. The department is also responsible for traffic control, including signage, signals and pavement markings.

Community Services

The Community Services Department provides public services in the area of recreation and culture. In addition it is responsible for the operations of the City-run Day Nurseries and Community Centres.

Social Services

The Social Services Department provides administration support to the Sault Ste. Marie District Social Services Administration Board. This includes assisting in the development of client action plans designed to facilitate financial independence; providing employment resources to assist consumers in the transition to self-sufficiency; coordination of community child care services; administering and managing the Rent-Geared-to-Income Public Housing Portfolio and central administration and coordination for the Rent Supplement Program and the Non-Profit and Cooperative Housing Developments.

For each reported segment, revenues and expenses include both amounts that are directly attributable to the segment and amounts that are allocation on a reasonable basis. Therefore certain allocation methodologies are employed in the preparation of segmented financial information.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2014

16. Segmented disclosure (continued):

									2014
	General Government	Fire Services	Police Services	Engineering and Planning	Public Works and Transportation	Community Services	Social Services	Government Business Enterprises	Total
Revenue:									
Taxation	\$ 11,824,741	11,329,452	22,315,521	8,887,616	29,215,658	9,587,271	13,838,363	-	\$ 106,998,622
Fees and user charges	2,553,838	4,576,241	471,420	32,041,249	7,006,235	5,629,985	8,405,808	-	60,684,776
Government grants	2,505,149	1,677,069	3,798,529	10,640,265	5,807,777	3,515,544	2,787,719	-	30,732,052
Investment income	6,926,050	110	-	43,497	33,729	83,374	-	-	7,086,760
Other	1,363,154	447	94,050	4,721,634	-	407,726	2,275	-	6,589,286
Gain (loss) on disposal of capital assets	228,405	(85,517)	-	(185)	119,431	-	-	-	262,134
PUC Inc. operating results	-	-	-	-	-	-	-	1,075,108	1,075,108
	25,401,337	17,497,802	26,679,520	56,334,076	42,182,830	19,223,900	25,034,165	1,075,108	213,428,738
Expenses:									
Salaries, wages and employee benefits	7,596,280	16,283,218	22,503,271	8,800,239	25,184,811	9,082,234	7,466,573	-	96,916,626
Materials	2,614,658	779,775	2,204,359	20,423,349	11,645,099	3,042,232	372,546	-	41,082,018
Contracted services	-	399,439	1,022,404	8,385,601	3,757,596	2,171,135	126,069	-	15,862,244
Rents and financial	2,742,666	4,715	83,340	99,951	8,783	768,911	238,151	-	3,946,517
Grants to others	26,428	-	-	3,247,313	-	2,700,008	16,850,381	-	22,824,130
Contribution to new hospital	693,000	-	-	-	-	-	-	-	693,000
Amortization of tangible capital assets	430,506	373,910	648,163	12,291,751	2,376,796	1,977,770	114,158	-	18,213,054
	14,103,538	17,841,057	26,461,537	53,248,204	42,973,085	19,742,290	25,167,878	-	199,537,589
Annual surplus (deficit)	\$ 11,297,799	(343,255)	217,983	3,085,872	(790,255)	(518,390)	(133,713)	1,075,108	\$ 13,891,149

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Notes to Consolidated Financial Statements

Year ended December 31, 2014

16. Segmented disclosure (continued):

	2013								
	General Government	Fire Services	Police Services	Engineering and Planning	Public Works and Transportation	Community Services	Social Services	Government Business Enterprises	Total
Revenue:									
Taxation	\$ 14,555,380	11,123,279	21,154,864	8,944,013	27,445,628	9,372,173	13,899,983	-	\$ 106,495,320
Fees and user charges	2,514,377	4,665,042	447,044	29,878,347	7,369,930	5,588,424	8,665,765	-	59,128,929
Government grants	2,716,312	1,823,112	3,893,196	7,822,917	6,109,442	3,964,729	2,957,215	-	29,286,923
Investment income	6,210,502	111	-	55,732	31,817	82,730	-	-	6,380,892
Other	148,778	1,801	94,992	2,641,559	121,591	132,028	16,318	-	3,157,067
Gain (loss) on disposal of capital assets	(9,747)	-	-	(47)	(41,307)	(2,278)	-	-	(53,379)
PUC Inc. operating results	-	-	-	-	-	-	-	1,423,168	1,423,168
	26,135,602	17,613,345	25,590,096	49,342,521	41,037,101	19,137,806	25,539,281	1,423,168	205,818,920
Expenses:									
Salaries, wages and employee benefits	7,853,177	16,540,722	22,317,600	7,763,550	25,732,219	9,264,729	7,673,335	-	97,145,332
Materials	2,414,758	900,715	1,613,323	16,167,048	10,865,959	3,077,435	416,407	-	35,455,645
Contracted services	-	332,178	1,003,830	9,109,047	3,458,222	2,058,650	108,816	-	16,070,743
Rents and financial	2,577,937	4,736	102,788	100,546	7,321	753,274	325,281	-	3,871,883
Grants to others	20,864	-	-	3,091,982	-	2,558,242	17,206,629	-	22,877,717
Contribution to new hospital	2,100,000	-	-	-	-	-	-	-	2,100,000
Amortization of tangible capital assets	474,857	381,071	543,314	11,901,995	2,274,254	1,890,875	113,841	-	17,580,207
	15,441,593	18,159,422	25,580,855	48,134,168	42,337,975	19,603,205	25,844,309	-	195,101,527
Annual surplus (deficit)	\$ 10,694,009	(546,077)	9,241	1,208,353	(1,300,874)	(465,399)	(305,028)	1,423,168	\$ 10,717,393



COUNCIL REPORT

August 10, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Shelley J. Schell, Commissioner of Finance and Treasurer
DEPARTMENT: Finance Department
RE: Six Month Financial Report: June 30, 2015

PURPOSE

The purpose of this report is to provide a Six Month Financial Report to June 30, 2015.

BACKGROUND

The report is prepared for the information of Council.

ANALYSIS

Most departments are trending on budget as of June 30, 2015 except for the following material variances:

- Winter Control costs are estimated to be between \$900,000 and \$1.2 million over budget due to the first part of the season being more severe than the normal winter, which is used for budget purposes.
- Landfill tipping fees are significantly under budget due to lost commercial tonnage to another service. If the trend continues to year end we are estimating a budget shortfall of approximately \$900,000. This will in turn eliminate the transfer to the reserve used for capital purposes, which includes future expansion. Engineering, Public Works and Transportation and Finance are currently reviewing this in conjunction with the Environment Assessment (EA), operations, capital requirements and budget implications.
- Interest on taxes is estimated to be \$800,000 to \$1.0 million over the budget estimate due mainly to one significant account. This positive variance will offset the negative variance for Winter Control

The estimates noted are based upon the trends continuing through the second half of the year. Factors such as improved winter conditions in November and December can greatly affect the estimate.

IMPACT

Based upon the financial analysis at the end of the second quarter, Finance is not predicting a material surplus for 2015. In past years significant amounts of surplus were used to reduce the tax levy (\$1.9 million 2015, \$2.2 million 2014). Council should be aware that this level of surplus is likely not going to be available for the 2016 budget.

Assessment growth to July 31, 2015 was 0.30%. There is very little additional assessment predicted for the second half of the year and thus any tax increase will be full to each tax class in 2016.

Finance will be presenting results at the end of the third quarter and will provide a revised estimate at that time.

STRATEGIC PLAN

This is not an activity directly related to the Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Commissioner of Finance and Treasurer dated August 10, 2015, concerning Six Month Financial Report to June 30, 2015 be received as information.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Shelley Schell".

Shelley J. Schell
Commissioner of Finance and
Treasurer

CITY OF SAULT STE MARIE OPERATING FUND

2015 - SECOND QUARTER ENDED JUNE
30, 2015

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2014 Actual	2014 Actual
FISCAL YEAR REMAINING% :				50.0%	YTD TO: June	Year
REVENUE						
Taxation	(\$102,940,933)	(\$104,478,366)	(\$1,537,433)	1.47%	(\$100,464,994)	(\$102,652,836)
Payment in Lieu of taxes	(\$2,575,395)	(\$4,325,515)	(\$1,750,120)	40.46%	(\$2,022,356)	(\$4,345,786)
Fees and user charges	(\$18,185,462)	(\$48,236,912)	(\$30,051,450)	62.30%	(\$18,598,996)	(\$45,644,470)
Government grants	(\$9,282,853)	(\$19,774,255)	(\$10,491,402)	53.06%	(\$9,348,335)	(\$21,214,914)
Interest and Investment income	(\$2,076,684)	(\$4,305,000)	(\$2,228,316)	51.76%	(\$2,573,185)	(\$6,198,718)
Contribution from own funds	(\$61,544)	(\$830,824)	(\$769,280)	92.59%	(\$270,928)	(\$2,092,229)
Other income	(\$835,551)	(\$1,455,705)	(\$620,154)	42.60%	(\$466,761)	(\$2,640,319)
Prior year surplus		(\$3,516,847)	(\$3,516,847)	100.00%	(\$3,620,054)	(\$3,620,054)
	(\$135,958,422)	(\$186,923,424)	(\$50,965,002)	27.27%	(\$137,365,607)	(\$188,409,327)
EXPENDITURES						
Salaries	\$32,914,926	\$71,029,841	\$38,114,916	53.66%	\$32,667,964	\$70,642,181
Benefits	\$8,983,284	\$18,999,288	\$10,016,004	52.72%	\$9,087,627	\$17,902,397
TOTAL SALARIES/BENEFITS	\$41,898,210	\$90,029,130	\$48,130,920	53.46%	\$41,755,592	\$88,544,578
Travel and training	\$304,755	\$873,495	\$568,740	65.11%	\$304,549	\$532,949
Election		\$0	\$0		\$0	\$13,111
Vehicle allowance, maintenance and repairs	\$2,278,831	\$3,747,802	\$1,468,971	39.20%	\$2,356,441	\$4,392,510
Utilities and Fuel	\$4,443,598	\$10,664,934	\$6,221,336	58.33%	\$4,880,367	\$10,675,237
Materials and supplies	\$2,613,885	\$6,899,073	\$4,285,188	62.11%	\$2,986,435	\$7,430,666
Maintenance and repairs	\$1,303,236	\$2,472,665	\$1,169,429	47.29%	\$1,146,402	\$2,408,670
Program expenses	\$45,099	\$121,200	\$76,101	62.79%	\$42,413	\$198,443
Goods for resale	\$267,855	\$637,375	\$369,520	57.98%	\$243,345	\$576,443
Rents and leases	\$231,555	\$499,386	\$267,831	53.63%	\$227,415	\$477,370
Taxes and licenses	\$1,824,956	\$2,277,820	\$452,864	19.88%	\$178,531	\$2,241,179
Financial expenses	\$1,225,031	\$2,612,815	\$1,387,784	53.11%	\$1,516,814	\$2,764,984
Purchased and contracted services	\$3,492,982	\$9,366,340	\$5,873,358	62.71%	\$3,581,420	\$9,159,294
Grants to others	\$12,947,418	\$25,061,086	\$12,113,668	48.34%	\$18,663,515	\$26,328,164
Long term debt	\$1,115,917	\$2,230,331	\$1,114,414	49.97%	\$2,259,862	\$2,877,273
Transfer to own funds	\$702,625	\$28,834,292	\$28,131,667	97.56%	\$4,144,875	\$25,899,539
Capital expense	\$384,030	\$815,810	\$431,780	52.93%	\$468,920	\$963,583
Depreciation		\$0	\$0		\$0	\$15,625,216
Gain/Loss on Disposal of Capital Assets		\$0	\$0		\$0	(\$262,134)
Less: recoverable costs	(\$193,232)	(\$220,130)	(\$26,898)	12.22%	(\$177,718)	(\$591,512)
TOTAL OTHER EXPENSES	\$32,988,542	\$96,894,294	\$63,905,753	65.95%	\$42,823,586	\$111,710,984
	\$74,886,751	\$186,923,424	\$112,036,673	59.94%	\$84,579,178	\$200,255,562
NET (REVENUE)/EXPENDITURE	(\$61,071,671)	\$0	\$61,071,671		(\$52,786,429)	\$11,846,235
Mayor and Council	\$291,518	\$734,155	\$442,637			
Chief Administrative Officer	\$210,550	\$384,620	\$174,070			
Human Resources	\$732,253	\$1,567,023	\$834,770			
Clerks	\$473,265	\$1,019,070	\$545,805			
Finance	\$3,262,512	\$7,069,690	\$3,807,178			
Legal	\$714,512	\$1,204,680	\$490,168			
Fire Services	\$6,060,959	\$13,065,153	\$7,004,194			
Police Services	\$10,942,887	\$23,716,705	\$12,773,818			
Engineering and Planning	\$4,840,557	\$14,429,341	\$9,588,783			
Public Works and Transportation	\$16,003,297	\$32,667,955	\$16,664,658			
Community Services Department	\$2,008,302	\$5,098,274	\$3,089,972			
Social Services	\$7,752,580	\$15,960,886	\$8,208,306			
Levy Board	\$1,099,386	\$2,301,477	\$1,202,091			
Outside Agencies	\$2,249,804	\$4,483,805	\$2,234,001			
Outside Agencies - Other	\$1,224,610	\$1,902,470	\$677,860			
Economic Diversification	\$107,766	\$500,000	\$392,234			
Corporate	(\$119,979,539)	(\$134,254,915)	(\$14,275,376)			
Capital and Debt	\$933,110	\$8,149,611	\$7,216,501			
	(\$61,071,671)	\$0	\$61,071,671			

MAYOR & COUNCIL

2015 - SECOND QUARTER ENDED
JUNE 30

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2014 Actual	2014 Actual
FISCAL YEAR REMAINING% :				50.0%	YTD TO: June	Year
REVENUE						
Government grants	(10,000)	0	10,000		(\$18,175)	(\$4,475)
Contribution from own funds		0	0		\$0	(\$5,564)
	(10,000)	0	10,000		(\$18,175)	(\$10,039)
EXPENDITURES						
Salaries	217,138	481,345	264,207	54.89%	\$223,855	\$479,326
Benefits	21,522	63,380	41,858	66.04%	\$28,227	\$54,993
TOTAL SALARIES/BENEFITS	238,660	544,725	306,065	56.19%	\$252,083	\$534,319
Travel and training	8,822	68,710	59,888	87.16%	\$11,400	\$18,004
Vehicle allowance, maintenance and repairs	15,442	36,030	20,588	57.14%	\$17,367	\$33,451
Materials and supplies	34,402	53,340	18,938	35.51%	\$39,360	\$51,733
Maintenance and repairs		250	250	100.00%	\$0	\$0
Purchased and contracted services	1,993	6,100	4,107	67.33%	\$6,082	\$12,553
Grants to others	2,200	25,000	22,800	91.20%	\$20,564	\$25,564
Depreciation		0	0		\$0	\$2,911
TOTAL OTHER EXPENSES	62,858	189,430	126,572	66.82%	\$94,773	\$144,215
	301,518	734,155	432,637	58.93%	\$346,856	\$678,535
NET (REVENUE)/EXPENDITURE	291,518	734,155	442,637	60.29%	\$328,681	\$668,496

CHIEF ADMINISTRATIVE OFFICER

2015 - SECOND QUARTER ENDED
JUNE 30

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2014 Actual	2014 Actual
FISCAL YEAR REMAINING% :				50.0%	YTD TO: June	Year
REVENUE						
Other income	94	0	(94)		(328)	(1,071)
	94	0	(94)		(328)	(1,071)
EXPENDITURES						
Salaries	184,554	290,435	105,881	36.46%	132,359	281,603
Benefits	19,529	66,925	47,396	70.82%	34,192	62,423
TOTAL SALARIES/BENEFITS	204,083	357,360	153,277	42.89%	166,551	344,026
Travel and training		9,215	9,215	100.00%	125	125
Vehicle allowance, maintenance and repairs	2,744	4,480	1,736	38.75%	1,133	4,089
Materials and supplies	3,630	13,065	9,435	72.22%	3,701	7,101
Maintenance and repairs		150	150	100.00%	0	0
Purchased and contracted services		150	150	100.00%	0	173
Capital expense		200	200	100.00%	0	0
Depreciation		0	0		0	1,816
TOTAL OTHER EXPENSES	6,374	27,260	20,886	76.62%	4,959	13,304
	210,457	384,620	174,163	45.28%	171,510	357,331
NET (REVENUE)/EXPENDITURE	210,550	384,620	174,070	45.26%	171,182	356,260

HUMAN RESOURCES

2015 - SECOND QUARTER ENDED
JUNE 30

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2014 Actual	2014 Actual
FISCAL YEAR REMAINING% :				50.0%	YTD TO: June	Year
REVENUE						
EXPENDITURES						
Salaries	290,221	663,250	373,029	56.24%	\$285,371	\$605,358
Benefits	247,112	485,368	238,256	49.09%	\$200,984	\$545,898
TOTAL SALARIES/BENEFITS	537,333	1,148,618	611,285	53.22%	\$486,355	\$1,151,256
Travel and training	28,863	58,800	29,937	50.91%	\$21,285	\$48,167
Vehicle allowance, maintenance and repairs		500	500	100.00%	\$72	\$204
Materials and supplies	16,657	39,045	22,388	57.34%	\$25,983	\$37,061
Maintenance and repairs	2,102	4,500	2,398	53.29%	\$1,898	\$2,050
Purchased and contracted services	141,450	303,775	162,325	53.44%	\$143,290	\$292,971
Transfer to own funds		0	0		\$0	\$37,459
Capital expense	5,849	11,785	5,936	50.37%	\$2,475	\$7,763
Depreciation		0	0		\$0	\$2,467
TOTAL OTHER EXPENSES	194,920	418,405	223,485	53.41%	\$195,003	\$428,143
	732,253	1,567,023	834,770	53.27%	\$681,358	\$1,579,399
NET (REVENUE)/EXPENDITURE	732,253	1,567,023	834,770	53.27%	\$681,358	\$1,579,399

CLERK'S DEPARTMENT

2015 - SECOND QUARTER ENDED
JUNE 30

	YTD	YTD		Percentage	2014	2014
	Actual	Budget	Variance	Budget-Rem	Actual	Actual
FISCAL YEAR REMAINING% :				50.0%	YTD TO: June	Year
REVENUE						
Fees and user charges	(20,625)	(50,000)	(29,375)	58.75%	(144,751)	(184,803)
Contribution from own funds		0	0		(189,400)	(189,400)
Other income	(16,049)	(1,800)	14,249	(791.58%)	(20,544)	(21,500)
	(36,674)	(51,800)	(15,126)	29.20%	(354,695)	(395,704)
EXPENDITURES						
Salaries	293,729	581,795	288,066	49.51%	301,340	782,875
Benefits	75,724	147,555	71,831	48.68%	75,304	149,568
TOTAL SALARIES/BENEFITS	369,453	729,350	359,897	49.34%	376,645	932,443
Travel and training	2,464	6,595	4,131	62.63%	2,662	3,535
Election		0	0		0	13,111
Vehicle allowance, maintenance and repairs	168	600	432	72.03%	304	891
Materials and supplies	78,013	125,580	47,567	37.88%	137,289	306,714
Maintenance and repairs	1,358	3,550	2,192	61.76%	174	348
Goods for resale	9,600	19,200	9,600	50.00%	9,600	19,200
Rents and leases	769	7,625	6,856	89.91%	2,199	5,130
Financial expenses	210	0	(210)		48	294
Purchased and contracted services	46,138	111,870	65,732	58.76%	48,511	120,056
Grants to others	1,765	2,000	235	11.77%	339	1,964
Transfer to own funds		60,000	60,000	100.00%	0	2,532
Capital expense		4,500	4,500	100.00%	0	2,645
Depreciation		0	0		0	2,928
TOTAL OTHER EXPENSES	140,486	341,520	201,034	58.86%	201,125	479,348
	509,938	1,070,870	560,932	52.38%	577,770	1,411,791
NET (REVENUE)/EXPENDITURE	473,265	1,019,070	545,805	53.56%	223,075	1,016,087

FINANCE DEPARTMENT

2015 - SECOND QUARTER ENDED

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2014 Actual	2014 Actual
FISCAL YEAR REMAINING% :				50.0%	YTD TO: June	Year
REVENUE						
Fees and user charges	(219,682)	(280,625)	(60,943)	21.72%	(213,134)	(262,278)
Government grants		0	0		0	(127,160)
Contribution from own funds		0	0		0	(39,922)
Other income	(53,021)	(93,085)	(40,064)	43.04%	(39,960)	(97,230)
	(272,703)	(373,710)	(101,007)	27.03%	(253,095)	(526,590)
	=====	=====	=====	=====	=====	=====
EXPENDITURES						
Salaries	1,290,809	2,910,810	1,620,001	55.65%	1,306,973	2,747,388
Benefits	343,267	769,265	425,998	55.38%	356,748	684,727
TOTAL SALARIES/BENEFITS	1,634,076	3,680,075	2,045,999	55.60%	1,663,721	3,432,115
Travel and training	5,021	13,800	8,779	63.62%	6,582	11,505
Vehicle allowance, maintenance and repairs	252	1,250	998	79.85%	115	390
Materials and supplies	116,051	17,205	(98,846)	(574.52%)	106,449	(3,019)
Maintenance and repairs	335,620	492,815	157,195	31.90%	290,594	485,279
Financial expenses	1,187,094	2,563,120	1,376,026	53.69%	1,469,000	2,647,537
Purchased and contracted services	205,419	546,380	340,961	62.40%	156,862	551,808
Transfer to own funds		0	0		0	149,383
Capital expense	51,682	128,755	77,073	59.86%	86,545	102,873
Depreciation		0	0		0	416,317
TOTAL OTHER EXPENSES	1,901,139	3,763,325	1,862,186	49.48%	2,116,147	4,362,073
	3,535,215	7,443,400	3,908,185	52.51%	3,779,868	7,794,187
	=====	=====	=====	=====	=====	=====
NET (REVENUE)/EXPENDITURE	3,262,512	7,069,690	3,807,178	53.85%	3,526,773	7,267,598

Summary of major variances:

Fees and User Charges: Computer fee recoveries revenue received in first half of year. No material variance anticipated.

Materials and Supplies: IT annual recovery from other departments for GIS costs (\$184,380) not yet recorded. No material variance anticipated.

Maintenance and Repairs: IT annual software support contract fees paid in first half of year. No material variance anticipated.

Financial Expenses: Includes all tax refunds and rebates. Education share is included in report. Net of education budget remaining is approximately 63%.

Great Lakes Power tax appeal still in courts. No year end total estimated as appeals unknown.

LEGAL DEPARTMENT

2015 - SECOND QUARTER ENDED

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2014 Actual	2014 Actual
FISCAL YEAR REMAINING% :				50.0%	YTD TO: June	Year
REVENUE						
Fees and user charges	(1,437,221)	(2,192,965)	(755,744)	34.46%	(\$1,282,387)	(\$2,106,756)
Interest and Investment income	(5,952)	0	5,952		(\$7,427)	(\$13,136)
	(1,443,174)	(2,192,965)	(749,791)	34.19%	(\$1,289,813)	(\$2,119,892)
EXPENDITURES						
Salaries	423,132	812,570	389,438	47.93%	\$379,690	\$804,978
Benefits	102,538	209,020	106,482	50.94%	\$102,950	\$193,093
TOTAL SALARIES/BENEFITS	525,670	1,021,590	495,920	48.54%	\$482,639	\$998,071
Travel and training	9,186	15,855	6,669	42.06%	\$8,205	\$10,805
Vehicle allowance, maintenance and repairs		250	250	100.00%	\$0	\$0
Materials and supplies	27,428	76,675	49,247	64.23%	\$23,888	\$65,852
Maintenance and repairs		4,000	4,000	100.00%	\$0	\$0
Rents and leases	36,777	73,275	36,498	49.81%	\$42,437	\$72,389
Taxes and licenses	1,463,696	1,791,000	327,304	18.27%	\$155,960	\$1,843,617
Purchased and contracted services	94,410	252,000	157,590	62.54%	\$66,440	\$244,676
Transfer to own funds		154,000	154,000	100.00%	\$0	\$177,054
Capital expense	520	9,000	8,480	94.23%	\$2,157	\$3,018
Depreciation		0	0		\$0	\$4,065
Gain/Loss on Disposal of Capital Assets		0	0		\$0	(\$228,406)
TOTAL OTHER EXPENSES	1,632,016	2,376,055	744,039	31.31%	\$299,088	\$2,193,070
	2,157,686	3,397,645	1,239,959	36.49%	\$781,728	\$3,191,141
NET (REVENUE)/EXPENDITURE	714,512	1,204,680	490,168	40.69%	(\$508,086)	\$1,071,249

Summary of major variances:

Fees and User Charges: Rent revenue not equally distributed during the year. Some payments annual paid at beginning of year. No material variance anticipated. POA fines approximaately \$115,000 higher than June 2014. Budgeted revenue \$144,000 higher than 2014 actual. At this point, no material variance from budget expected.

Taxes and Licenses: Claims paid directly by City have expended 70% of the budget in the first half of year. If trend continues budget could be overexpended by \$130,000 to \$185,000.

FIRE SERVICES

2015 - SECOND QUARTER ENDED

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2014 Actual	2014 Actual
FISCAL YEAR REMAINING% :				50.0%	YTD TO: June	Year
REVENUE						
Fees and user charges	(2,318,219)	(4,913,480)	(2,595,261)	52.82%	(\$2,252,574)	(\$4,576,241)
Government grants		0	0		\$0	(\$1,060)
Other income	(656)	0	656		(\$447)	(\$447)
	(2,318,875)	(4,913,480)	(2,594,605)	52.81%	(\$2,253,021)	(\$4,577,749)
EXPENDITURES						
Salaries	6,076,748	13,022,215	6,945,467	53.34%	\$6,094,488	\$12,818,545
Benefits	1,722,575	3,336,645	1,614,070	48.37%	\$1,692,906	\$3,324,502
TOTAL SALARIES/BENEFITS	7,799,323	16,358,860	8,559,537	52.32%	\$7,787,394	\$16,143,048
Travel and training	34,177	53,230	19,053	35.79%	\$23,481	\$34,365
Vehicle allowance, maintenance and repairs	88,202	180,531	92,329	51.14%	\$60,029	\$152,858
Utilities and Fuel	144,767	318,030	173,263	54.48%	\$156,364	\$308,492
Materials and supplies	114,457	352,812	238,355	67.56%	\$120,140	\$328,068
Maintenance and repairs	109,659	158,680	49,021	30.89%	\$106,036	\$187,257
Rents and leases	1,215	2,500	1,285	51.42%	\$1,215	\$2,429
Taxes and licenses	51,025	58,200	7,175	12.33%	\$0	\$39,224
Financial expenses	1,209	2,500	1,291	51.62%	\$895	\$2,286
Purchased and contracted services	54,265	161,415	107,150	66.38%	\$49,699	\$134,218
Transfer to own funds		303,000	303,000	100.00%	\$252,500	\$322,781
Capital expense	6,417	28,875	22,458	77.78%	\$6,145	\$21,119
Depreciation		0	0		\$0	\$373,910
Gain/Loss on Disposal of Capital Assets		0	0		\$0	\$85,517
Less: recoverable costs	(24,880)	0	24,880		\$0	(\$53,341)
TOTAL OTHER EXPENSES	580,512	1,619,773	1,039,261	64.16%	\$776,503	\$1,939,183
	8,379,835	17,978,633	9,598,798	53.39%	\$8,563,896	\$18,082,231
NET (REVENUE)/EXPENDITURE	6,060,959	13,065,153	7,004,194	53.61%	\$6,310,875	\$13,504,482

POLICE SERVICES

2015 - SECOND QUARTER ENDED

	YTD	YTD		Percentage	2014	2014
	Actual	Budget	Variance	Budget-Rem	Actual	Actual
FISCAL YEAR REMAINING% :				50.0%	YTD TO: June	Year
REVENUE						
Fees and user charges	(180,182)	(338,805)	(158,623)	46.82%	(\$200,706)	(\$471,420)
Government grants	(615,454)	(1,487,035)	(871,581)	58.61%	(\$122,785)	(\$1,255,471)
Contribution from own funds		0	0		\$0	(\$277,299)
Other income	(253,048)	0	253,048		(\$28,574)	(\$94,050)
	(1,048,684)	(1,825,840)	(777,156)	42.56%	(\$352,064)	(\$2,098,241)
EXPENDITURES						
Salaries	8,180,815	17,508,465	9,327,650	53.28%	\$8,120,847	\$18,115,817
Benefits	2,264,895	4,470,595	2,205,700	49.34%	\$2,192,825	\$4,167,933
TOTAL SALARIES/BENEFITS	10,445,710	21,979,060	11,533,350	52.47%	\$10,313,671	\$22,283,750
Travel and training	141,127	402,020	260,893	64.90%	\$177,078	\$280,335
Vehicle allowance, maintenance and repairs	219,119	422,670	203,551	48.16%	\$227,704	\$542,652
Utilities and Fuel	178,461	380,340	201,879	53.08%	\$223,057	\$404,676
Materials and supplies	286,226	765,340	479,114	62.60%	\$344,814	\$757,904
Maintenance and repairs	164,294	336,825	172,531	51.22%	\$147,158	\$297,921
Rents and leases	51,158	117,700	66,542	56.54%	\$45,191	\$81,784
Taxes and licenses	72,414	88,000	15,586	17.71%	\$17,450	\$97,660
Financial expenses	800	0	(800)		\$639	\$1,555
Purchased and contracted services	162,080	490,880	328,800	66.98%	\$293,129	\$588,954
Transfer to own funds		165,000	165,000	100.00%	\$165,000	\$165,000
Capital expense	270,182	394,710	124,528	31.55%	\$324,824	\$694,167
Depreciation		0	0		\$0	\$648,163
TOTAL OTHER EXPENSES	1,545,861	3,563,485	2,017,624	56.62%	\$1,966,043	\$4,560,770
	11,991,571	25,542,545	13,550,974	53.05%	\$12,279,714	\$26,844,521
NET (REVENUE)/EXPENDITURE	10,942,887	23,716,705	12,773,818	53.86%	\$11,927,651	\$24,746,280

ENGINEERING AND PLANNING

2015 - SECOND QUARTER ENDED

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2014 Actual	2014 Actual
FISCAL YEAR REMAINING% :				50.0%	YTD TO: June	Year
REVENUE						
Fees and user charges	(445,198)	(924,215)	(479,017)	51.83%	(443,301)	(879,240)
Government grants	(77,665)	(35,000)	42,665	(121.90%)	(30,138)	(46,382)
Contribution from own funds		(461,534)	(461,534)	100.00%	0	(424,895)
Other income		0	0		(2,600)	(8,365)
	(522,863)	(1,420,749)	(897,886)	63.20%	(476,039)	(1,358,881)
EXPENDITURES						
Salaries	1,560,197	3,508,155	1,947,958	55.53%	1,560,005	3,461,885
Benefits	383,783	894,361	510,577	57.09%	398,187	789,239
TOTAL SALARIES/BENEFITS	1,943,981	4,402,516	2,458,535	55.84%	1,958,191	4,251,124
Travel and training	25,739	48,430	22,691	46.85%	11,990	31,250
Vehicle allowance, maintenance and repairs	33,671	59,850	26,179	43.74%	7,052	14,264
Utilities and Fuel	1,889,072	5,712,300	3,823,228	66.93%	1,964,285	5,001,857
Materials and supplies	61,187	318,644	257,457	80.80%	107,076	308,731
Maintenance and repairs	123,740	220,000	96,260	43.75%	89,381	220,551
Rents and leases		100,000	100,000	100.00%	0	100,000
Financial expenses	262	500	238	47.65%	197	(49)
Purchased and contracted services	1,271,357	3,597,350	2,325,993	64.66%	1,364,560	3,462,193
Transfer to own funds		1,340,000	1,340,000	100.00%	1,300,000	1,416,494
Capital expense	14,413	50,500	36,087	71.46%	11,571	17,715
Depreciation		0	0		0	10,117,866
Gain/Loss on Disposal of Capital Assets		0	0		0	185
TOTAL OTHER EXPENSES	3,419,440	11,447,574	8,028,134	70.13%	4,856,113	20,691,058
	5,363,421	15,850,090	10,486,669	66.16%	6,814,304	24,942,183
NET (REVENUE)/EXPENDITURE	4,840,557	14,429,341	9,588,783	66.45%	6,338,265	23,583,302

Summary of major variances:

Materials and Supplies: GIS cost recovery transfer to IT not yet recorded. No material variances expected.

Purchased and Contracted Services: Sludge disposal costs to landfill revenue not yet recorded. No material variances anticipated.

PUBLIC WORKS AND TRANSPORTATION

2015 - SECOND QUARTER ENDED

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2014 Actual	2014 Actual
FISCAL YEAR REMAINING% :				50.0%	YTD TO: June	Year
REVENUE						
Fees and user charges	(2,761,938)	(7,312,646)	(4,550,708)	62.23%	(3,372,486)	(7,106,378)
Government grants	(303,497)	(1,716,130)	(1,412,633)	82.32%	(334,240)	(1,841,848)
Contribution from own funds		(163,705)	(163,705)	100.00%	0	(292,066)
Other income	(38,738)	(19,500)	19,238	(98.66%)	(47,011)	(149,681)
	(3,104,173)	(9,211,981)	(6,107,808)	66.30%	(3,753,737)	(9,389,973)
EXPENDITURES						
Salaries	9,194,261	19,723,669	10,529,408	53.38%	9,169,540	19,371,948
Benefits	2,599,559	5,882,580	3,283,021	55.81%	2,783,612	5,407,015
TOTAL SALARIES/BENEFITS	11,793,820	25,606,249	13,812,429	53.94%	11,953,152	24,778,963
Travel and training	32,392	98,055	65,663	66.97%	24,214	49,858
Vehicle allowance, maintenance and repairs	1,914,717	3,015,606	1,100,889	36.51%	2,037,368	3,630,980
Utilities and Fuel	1,578,508	2,880,515	1,302,007	45.20%	1,902,241	3,544,872
Materials and supplies	1,463,621	3,799,881	2,336,260	61.48%	1,463,962	3,703,654
Maintenance and repairs	161,596	366,850	205,254	55.95%	136,267	356,768
Taxes and licenses	237,384	339,260	101,876	30.03%	4,799	259,072
Financial expenses	4,779	9,725	4,946	50.86%	3,637	8,783
Purchased and contracted services	1,382,984	3,488,190	2,105,206	60.35%	1,296,958	3,400,828
Transfer to own funds	702,125	2,480,715	1,778,590	71.70%	25,795	2,724,577
Capital expense	3,895	15,020	11,125	74.07%	2,258	4,391
Less: recoverable costs	(168,352)	(220,130)	(51,778)	23.52%	(112,026)	(442,947)
TOTAL OTHER EXPENSES	7,313,650	16,273,687	8,960,038	55.06%	6,785,473	17,240,836
	19,107,470	41,879,936	22,772,466	54.38%	18,738,625	42,019,799
NET (REVENUE)/EXPENDITURE	16,003,297	32,667,955	16,664,658	51.01%	14,984,888	32,629,826

Operations

Winter Control: Roadways and Sidewalks	5,378,861	6,466,305	1,087,444	16.82%
Sanitary Sewers	640,516	1,531,100	890,584	58.17%
Storm Sewers	183,075	542,530	359,455	66.26%
Roadways and Sidewalks	462,833	3,256,362	2,793,529	85.79%
Supervision and Overhead	1,263,510	3,070,440	1,806,930	58.85%
Traffic & Communications	865,747	1,696,775	831,028	48.98%
Carpentry	302,249	681,030	378,781	55.62%
Administration	766,196	1,689,990	923,794	54.66%
Buildings & Equipment	399,570	1,958,448	1,558,879	79.60%
Waste Management	1,457,088	2,448,706	991,618	40.50%
Parks	1,244,462	2,935,890	1,691,428	57.61%
Cemetery	63,189	0	(63,189)	.00%
School Guards	139,166	281,790	142,624	50.61%
Transit	2,758,430	5,912,304	3,153,874	53.34%
Parking	78,403	196,285	117,882	60.06%

Summary of major variances:

Winter Control: First 4.5 months of the 6.5 month budget for winter incurred in first half of year. Currently \$900,000 over budget with projected variance to be \$900,000 to \$1.2 million over budget, depending on winter conditions for November and December.

Roadways and Sidewalks Summer program just starting in June. No material variances anticipated at this point.

Buildings & Equipment: Variance is caused by timing of equipment costs, which are higher during winter months and the charge out of these costs to the various PWT divisions that utilize the equipment. Variances are balanced to actual at year end and if still positive it will offset the negative variance in winter control.

Waste Management: Landfill fees are significantly under budget as commercial tonnage has decreased substantially over previous year's trends due to diversion to the United States. Landfill tipping fees are used to cover operational costs and also provide funds to the Waste Disposal Site reserve for capital requirements, including landfill expansion and future liabilities for landfill closure. The shortfall at the predicted level of \$900,000 will decrease the reserve transfer to \$0 for 2015. A shortfall above this level will put the division in negative variance position.

COMMUNITY SERVICES DEPARTMENT

2015 - SECOND QUARTER ENDED

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2014 Actual	2014 Actual
FISCAL YEAR REMAINING% :				50.0%	YTD TO: June	Year
REVENUE						
Fees and user charges	(2,435,818)	(5,002,228)	(2,566,410)	51.31%	(2,312,212)	(5,204,173)
Government grants	(47,545)	(104,180)	(56,635)	54.36%	(52,534)	(192,234)
Contribution from own funds		0	0		0	(3,879)
Other income	(17,695)	(41,320)	(23,625)	57.17%	(25,902)	(60,652)
	(2,501,058)	(5,147,728)	(2,646,670)	51.41%	(2,390,648)	(5,460,938)
EXPENDITURES						
Salaries	2,457,295	5,457,522	3,000,227	54.97%	2,374,183	5,303,020
Benefits	482,679	1,060,745	578,066	54.50%	503,018	994,951
TOTAL SALARIES/BENEFITS	2,939,974	6,518,267	3,578,293	54.90%	2,877,200	6,297,971
Travel and training	3,550	14,935	11,385	76.23%	7,158	9,618
Vehicle allowance, maintenance and repairs	1,541	7,835	6,294	80.34%	1,004	3,172
Utilities and Fuel	637,753	1,340,385	702,632	52.42%	619,491	1,387,785
Materials and supplies	95,721	350,610	254,889	72.70%	118,948	317,928
Maintenance and repairs	404,198	866,445	462,247	53.35%	363,956	847,023
Program expenses	45,099	121,200	76,101	62.79%	42,413	198,443
Goods for resale	258,255	618,175	359,920	58.22%	233,745	557,243
Rents and leases	1,842	10,250	8,408	82.03%	1,875	10,119
Taxes and licenses	438	1,360	922	67.79%	322	1,606
Financial expenses	30,678	36,970	6,292	17.02%	42,399	87,261
Purchased and contracted services	78,341	220,650	142,309	64.50%	71,742	194,966
Grants to others	341	14,000	13,659	97.57%	5,945	12,066
Transfer to own funds	500	82,715	82,215	99.40%	0	116,954
Capital expense	11,131	42,205	31,074	73.63%	16,713	50,160
Depreciation		0	0		0	1,677,975
TOTAL OTHER EXPENSES	1,569,386	3,727,735	2,158,349	57.90%	1,525,711	5,472,319
	4,509,360	10,246,002	5,736,642	55.99%	4,402,912	11,770,290
NET (REVENUE)/EXPENDITURE	2,008,302	5,098,274	3,089,972	60.61%	2,012,264	6,309,352
Recreation & Culture	518,494	1,433,737	915,243	63.84%		
Community Centres						
John Rhodes Community Centre	528,984	1,359,020	830,036	61.08%		
McMeeken Centre	78,240	141,560	63,320	44.73%		
Essar Centre	172,355	530,790	358,435	67.53%		
Northern Community Centre	(64,907)	(67,200)	(2,293)	3.41%		
Outdoor Pools/Concessions	33,406	111,370	77,964	70.00%		
Administration	379,320	916,570	537,250	58.62%		
Daycare	148,223	177,067	28,844	16.29%		
Administration	214,187	495,360	281,173	56.76%		

Summary of major variances:

Recreation and Culture: Fees and User Charges under budget as many programs are seasonal in nature (Marinas, Old Stone House, Bondar Park). Athletic Field fees approximately \$5,000 less than June 2014, which is a 35% drop in revenue due to competition from school boards. Budget decreased by 12% from 2014, estimated negative budget variance \$20,000.

Community Centres : Essar Centre concession revenue \$140,000 higher than June 2014 and \$100,000 higher than 2015 budget due to Greyhound playoff season.

Greyhound hockey fee not yet posted by postive variance of approximately \$100,000 estimated.

John Rhodes and McMeeken Centre in line with budget and seasonal trend.

Northern Community Centre fees \$20,000 higher than June 2014 and 2015 budget. Estimated postive variance of \$30,000.

Outdoor Pools/Concessions: Seasonal service. Actual within budget and seasonal trend.

Daycare Fee : revenue for full fee spaces and school age camps \$120,000 under budget. CSD to review.

SOCIAL SERVICES DEPARTMENT

2015 - SECOND QUARTER ENDED

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2014 Actual	2014 Actual
FISCAL YEAR REMAINING% :				50.0%	YTD TO: June	Year
REVENUE						
Fees and user charges	(4,366,142)	(8,871,948)	(4,505,806)	50.79%	(4,365,984)	(8,405,808)
Government grants	(126,583)	(187,310)	(60,727)	32.42%	(155,372)	(401,494)
Contribution from own funds		0	0		0	(1,254)
Other income		0	0		0	(2,275)
	(4,492,725)	(9,059,258)	(4,566,533)	50.41%	(4,521,356)	(8,810,830)
EXPENDITURES						
Salaries	2,746,026	6,069,610	3,323,584	54.76%	2,719,315	5,869,437
Benefits	706,102	1,592,850	886,748	55.67%	698,675	1,496,054
TOTAL SALARIES/BENEFITS	3,452,128	7,662,460	4,210,332	54.95%	3,417,989	7,365,491
Travel and training	13,414	83,850	70,436	84.00%	10,370	35,381
Vehicle allowance, maintenance and repairs	2,976	18,200	15,224	83.65%	4,291	9,560
Utilities and Fuel	15,037	33,364	18,327	54.93%	14,930	27,554
Materials and supplies	132,117	326,360	194,243	59.52%	133,540	240,319
Maintenance and repairs	670	18,600	17,930	96.40%	10,937	11,472
Rents and leases	139,795	188,036	48,241	25.65%	134,499	205,520
Purchased and contracted services	41,097	147,580	106,483	72.15%	65,350	114,597
Grants to others	8,428,130	16,411,434	7,983,304	48.64%	12,717,726	16,850,381
Transfer to own funds		0	0		0	40,978
Capital expense	19,942	130,260	110,318	84.69%	16,232	59,732
TOTAL OTHER EXPENSES	8,793,178	17,357,684	8,564,506	49.34%	13,107,875	17,595,493
	12,245,305	25,020,144	12,774,839	51.06%	16,525,865	24,960,984
NET (REVENUE)/EXPENDITURE	7,752,580	15,960,886	8,208,306	51.43%	12,004,509	16,150,154

LEVY BOARDS - ALGOMA PUBLIC HEALTH

2015 - SECOND QUARTER ENDED

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2014 Actual	2014 Actual
FISCAL YEAR REMAINING% :				50.0%	YTD TO: June	Year
REVENUE						
=====	=====	=====	=====	=====	=====	=====
EXPENDITURES						
=====	=====	=====	=====	=====	=====	=====
Grants to others	1,099,386	2,301,477	1,202,091	52.23%	1,649,077	2,198,770
TOTAL OTHER EXPENSES	1,099,386	2,301,477	1,202,091	52.23%	1,649,077	2,198,770
=====	=====	=====	=====	=====	=====	=====
NET (REVENUE)/EXPENDITURE	1,099,386	2,301,477	1,202,091	52.23%	1,649,077	2,198,770

OUTSIDE AGENCIES

2015 - SECOND QUARTER ENDED

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2014 Actual	2014 Actual
FISCAL YEAR REMAINING% :				50.0%	YTD TO: June	Year
REVENUE						
Fees and user charges		0	0		0	(2,386)
Government grants	20,191	0	(20,191)		(12,741)	(100,090)
	20,191	0	(20,191)		(12,741)	(102,476)
EXPENDITURES						
Materials and supplies	9,627	0	(9,627)		0	0
Grants to others	2,219,986	4,403,805	2,183,819	49.59%	2,332,029	4,477,451
Transfer to own funds		80,000	80,000	100.00%	0	80,000
Less: recoverable costs		0	0		(65,692)	(95,224)
TOTAL OTHER EXPENSES	2,229,612	4,483,805	2,254,193	50.27%	2,266,337	4,462,227
	2,229,612	4,483,805	2,254,193	50.27%	2,266,337	4,462,227
NET (REVENUE)/EXPENDITURE	2,249,804	4,483,805	2,234,001	49.82%	2,253,596	4,359,750

OUTSIDE AGENCIES-OTHER

2015 - SECOND QUARTER ENDED

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2014 Actual	2014 Actual
FISCAL YEAR REMAINING% :				50.0%	YTD TO: June	Year
REVENUE						
Fees and user charges	(58,055)	(200,000)	(141,945)	70.97%	(125,000)	(191,945)
Contribution from own funds		(100,000)	(100,000)	100.00%	(81,528)	(107,755)
Other income		0	0		(563)	(563)
	(58,055)	(300,000)	(241,945)	80.65%	(207,091)	(300,264)
EXPENDITURES						
Materials and supplies	87,917	300,000	212,083	70.69%	207,091	288,481
Grants to others	1,194,748	1,902,470	707,722	37.20%	1,243,970	2,068,105
Transfer to own funds		0	0		0	11,782
TOTAL OTHER EXPENSES	1,282,665	2,202,470	919,805	41.76%	1,451,061	2,368,368
	1,282,665	2,202,470	919,805	41.76%	1,451,061	2,368,368
NET (REVENUE)/EXPENDITURE	1,224,610	1,902,470	677,860	35.63%	1,243,970	2,068,105

ECONOMIC DIVERSIFICATION PROJECTS

2015- SECOND QUARTER ENDED

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2014 Actual	2014 Actual
FISCAL YEAR REMAINING% :				50.0%	YTD TO: June	Year
REVENUE						
Contribution from own funds	44,040	0	(44,040)		0	(735,064)
Other income		0	0		(5,000)	(5,000)
	44,040	0	(44,040)		(5,000)	(740,064)
EXPENDITURES						
Materials and supplies	63,725	0	(63,725)		59,855	740,064
Transfer to own funds		500,000	500,000	100.00%	500,000	500,000
TOTAL OTHER EXPENSES	63,725	500,000	436,275	87.25%	559,855	1,240,064
	63,725	500,000	436,275	87.25%	559,855	1,240,064
NET (REVENUE)/EXPENDITURE	107,766	500,000	392,234	78.45%	554,855	500,000

CORPORATE FINANCIAL

2015 - SECOND QUARTER ENDED

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2014 Actual	2014 Actual
FISCAL YEAR REMAINING% :				50.0%	YTD TO: June	Year
REVENUE						
Taxation	(102,940,933)	(104,478,366)	(1,537,433)	1.47%	(\$100,464,994)	(\$102,652,836)
Payment in Lieu of taxes	(2,575,395)	(4,325,515)	(1,750,120)	40.46%	(\$2,022,356)	(\$4,345,786)
Fees and user charges	(3,759,575)	(17,800,000)	(14,040,425)	78.88%	(\$3,713,576)	(\$15,880,086)
Government grants	(8,122,300)	(16,244,600)	(8,122,300)	50.00%	(\$8,622,350)	(\$17,244,700)
Interest and Investment income	(2,070,732)	(4,305,000)	(2,234,268)	51.90%	(\$2,565,758)	(\$6,185,582)
Contribution from own funds	(105,585)	(105,585)	(0)	0.00%	\$0	(\$15,131)
Other income	(456,437)	(1,300,000)	(843,563)	64.89%	(\$295,831)	(\$2,199,484)
Prior year surplus		(3,516,847)	(3,516,847)	100.00%	(\$3,620,054)	(\$3,620,054)
	(120,030,956)	(152,075,913)	(32,044,957)	21.07%	(\$121,304,919)	(\$152,143,658)
EXPENDITURES						
Benefits	14,000	20,000	6,000	30.00%	\$20,000	\$32,000
TOTAL SALARIES/BENEFITS	14,000	20,000	6,000	30.00%	\$20,000	\$32,000
Materials and supplies	23,105	360,516	337,411	93.60%	\$94,340	\$280,076
Financial expenses		0	0		\$0	\$17,316
Purchased and contracted services	13,448	40,000	26,552	66.38%	\$18,797	\$41,302
Grants to others	864	900	36	4.03%	\$693,864	\$693,864
Transfer to own funds		17,399,582	17,399,582	100.00%	\$1,901,580	\$13,253,054
TOTAL OTHER EXPENSES	37,417	17,800,998	17,763,581	99.79%	\$2,708,580	\$14,285,612
	51,417	17,820,998	17,769,581	99.71%	\$2,728,580	\$14,317,612
NET (REVENUE)/EXPENDITURE	(119,979,539)	(134,254,915)	(14,275,376)	10.63%	(\$118,576,338)	(\$137,826,046)

Summary of major variances:

Taxation: Full tax revenue reflected when budget and tax rates passed in April.

Fees and User Charges: Sewer surcharge revenue reflected for 4 months only. No accrual set up. Revenue consistent with level at June 2014 so may be a shortfall from budget. Will be offset with a decrease in the transfer to capital at year end.

Interest and Investment Income: Investment income from PUC under budget due to timing of payments. No variance estimated. Interest on taxes over annual budget at June 30 due to one large account in arrears. Estimated positive variance of 800,000 to \$1 million.

Other Income: Casino and Gaming revenue 1st quarter only shown. Based on second quarter payment received in July, no material variance is estimated.

Transfer to Own Funds: Transfers completed at year end.

CAPITAL LEVY AND LONG TERM DEBT

2015 - SECOND QUARTER ENDED

	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2014 Actual	2014 Actual
FISCAL YEAR REMAINING% :				50.0%	YTD TO: June	Year
REVENUE						
Fees and user charges	(182,808)	(350,000)	(167,192)	47.77%	(172,885)	(372,956)
	(182,808)	(350,000)	(167,192)	47.77%	(172,885)	(372,956)
EXPENDITURES						
Long term debt	1,115,917	2,230,331	1,114,414	49.97%	2,259,862	2,877,273
Transfer to own funds		6,269,280	6,269,280	100.00%	0	6,901,491
TOTAL OTHER EXPENSES	1,115,917	8,499,611	7,383,694	86.87%	2,259,862	9,778,764
	1,115,917	8,499,611	7,383,694	86.87%	2,259,862	9,778,764
NET (REVENUE)/EXPENDITURE	933,110	8,149,611	7,216,501	88.55%	2,086,977	9,405,808



COUNCIL REPORT

August 10, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nicholas J. Apostle, Commissioner of Community Services

DEPARTMENT: Community Services Department

RE: John Rhodes Community Centre – Lease Agreement for the Operation of the Restaurant

PURPOSE

This report is in response to the following Council resolution:

Resolved that the report of the Commissioner of Community Services dated April 13, 2015 concerning the Request For Proposals to Operate the John Rhodes Community Centre Restaurant Space be received and the recommendation that staff be authorized to enter into an agreement with Two Pizza and Wings Bar & Grill for the restaurant operations, be approved.

BACKGROUND

Legal Department and Community Services Department staff prepared a Lease Agreement for the operation of the restaurant. Following negotiations, the final version before Council was accepted and signed by the proponent.

The By-law authorizing the execution of this Lease Agreement appears elsewhere on the agenda and is recommended for approval.

ANALYSIS

This section does not apply to this report.

IMPACT

The proponent will be operating the restaurant under the name Centro Sports Bar & Restaurant. Under the terms of the Lease Agreement the City will receive the following:

1. A fixed annual rental rate of \$26,212.12.
2. 6% of gross sales.
3. Municipal taxes of approximately \$19,000 annually.

STRATEGIC PLAN

This item is not specifically mentioned in the Corporate Strategic Plan.

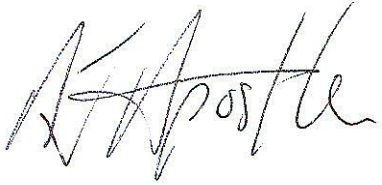
RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Commissioner of Community Services dated August 10, 2015 concerning the Lease Agreement for the operation of the John Rhodes Community Centre restaurant space be received as information.

By-law 2015-137 authorizing the execution of the Lease Agreement appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "N. Apostle". The signature is stylized with a large initial "N" and a cursive "Apostle".

Nicholas J. Apostle, Commissioner of Community Services Department



COUNCIL REPORT

August 10, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Supervisor of Community Services

DEPARTMENT: Community Services Department

RE: Mayor's Youth Advisory Council Fund Transfer

PURPOSE

The purpose of this report is to seek council's approval to transfer \$27,500 from the Grants – Youth Partnership account to the Mayor's Youth Advisory Council account.

BACKGROUND

At the May 12, 2014 meeting Council authorized the implementation of the Mayor's Youth Advisory Council. The funds previously allotted to the Sault Youth Association were not to be allocated until the Mayor's Youth Advisory Council reported to Council on its endeavours.

Since May 2014 the following has taken place:

1. Mayor Provenzano announced the formation of the first Mayor's Youth Advisory Council (MYAC) at the 2015 Youth Engagement Forum which took place on March 10, 2015.
2. The MYAC Terms of Reference have been completed.
3. It has been determined that the MYAC will consist of one appointed representative from each of the City's five secondary schools, along with 5-7 youth aged 14-21 years to be selected from an open public application process. The public application deadline was July 31, 2015.
4. Staff from the Mayor's Office and the Community Services Department will support the MYAC and assist it in its operations.

ANALYSIS

The City of Sault Ste. Marie MYAC provides a voice for the youth of Sault Ste. Marie, while advising City Council of important issues that concern the City's younger population.

The balance to be transferred in 2015 is \$18,500. Beginning in 2016 \$27,500 will support the operations and initiatives undertaken by the MYAC and will be divided into three streams:

1. \$3,500 allocated to the operating budget
2. \$5,000 allocated to the Youth Fund. Youth in our community will be able to apply to the MYAC for funding. Applications will be reviewed by the MYAC prior to approval. The application process and criteria will be developed once the MYAC is formed.
3. \$19,000 allocated to capital/project expenditures. Unused funds in this account may be rolled over each fiscal year to be held in reserve for future use.

IMPACT

There is no impact on the budget as Council has already approved \$27,500 in the operating budget which was previously allocated to the Sault Youth Association. The funds would be transferred from Grants – Youth Partnership account to the Mayor's Youth Advisory Council account.

STRATEGIC PLAN

This matter is not specifically addressed in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

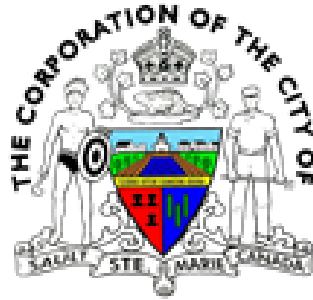
Resolved that the report of the Supervisor of Community Services dated 2015 08 10 concerning Transfer of Funds to Mayor's Youth Advisory Account be received and that the transfer from the Grants – Youth Partnership account to the Mayor's Youth Advisory Council account be approved

Respectfully submitted,

Recommended for approval

Virginia McLeod
Supervisor of Community Services

Nicholas J. Apostle
Commissioner of Community Services



**City of Sault Ste. Marie
Mayor's Youth Advisory Council**

Terms of Reference

July 30, 2015

MANDATE

The City of Sault Ste. Marie Mayor's Youth Advisory Council (MYAC) will provide a voice for the youth of Sault Ste. Marie, while advising City Council of important recreational and social issues concerning the City's younger population.

PURPOSE

1. To be part of a two-way dialogue, through information sharing, between City Council and youth. The MYAC may be asked to advise City Council on youth related matters in the community.
2. To keep City Council informed of important matters affecting youth.
3. To act as a positive advocate for youth.
4. To seek input from youth on important matters affecting youth via surveys, forums and workshops and to address these issues through presentations to City Council, events or initiatives.
5. To support events created by the MYAC that relate to the mandate.
6. To provide leadership experience for youth.
7. To help enhance the image of youth in the City of Sault Ste. Marie.
8. To review Youth Initiative Fund submissions received on behalf of City Council.

VISION

It is the Vision of the Mayor's Youth Advisory Council to provide a communication link between the youth of Sault Ste. Marie and City Council and to encourage the development of facilities and programs that will enhance the quality of life, health and well-being of the youth in our community.

MEMBERSHIP

The MYAC shall be made up of a maximum of 12 voting members, comprised of (1) youth from each of the five local high schools, (5-7) youth aged 14-21 years. All MYAC members must be residents of Sault Ste. Marie.

In future years, the MYAC may also elect to add alumni positions to enable the continued participation of former and graduated members of the Council.

Representatives from the Recreation & Culture office and the Mayor's Office will serve as facilitators and liaise with the MYAC and be non-voting members. The Mayor will be an *ex-officio* (non-voting) member of the MYAC.

It is expected that the MYAC will also liaise with representatives from outside agencies that are involved with youth and youth issues in Sault Ste. Marie.

TERM OF OFFICE

The minimum Term of Office is one (1) school year (September to June). Once selected, MYAC members will be considered for reappointment at the end of each Council year. At the completion of each year the staff liaison will recommend to Principals the reappointment of active and contributing Council Members. The MYAC's success hinges on the experience and guidance of returning members. Council members may choose not to reapply due to competing priorities.

APPOINTMENT TO THE MAYOR'S YOUTH ADVISORY COUNCIL

In order to be considered for appointment to the Mayor's Youth Advisory Council all students, including returning students, must complete a Sault Ste. Marie MYAC application.

Applications for representatives from the five local High Schools will be administered and reviewed at each of the High Schools. The selection of student representatives will be carried out by the respective High School Principal or an appropriate representative. **Selection Notes:** It is strongly recommended that the students selected be members of their Student Councils.

Former or graduating MYAC members who are interested in participating as Alumni must apply in writing to the staff liaison or the Mayor's office.

Applications for the remaining representatives from the community will be administered, reviewed, and recommended for selection by the MYAC staff liaison(s). A maximum of seven students will be selected by the Mayor each year.

In the event that a vacancy occurs during the term of office, the staff liaison will contact the appropriate High School Principal and request the appointment of a new member.

EXECUTIVE TEAM

The Executive Team will be comprised of an elected Chair/Co-Chairs, Vice-Chair, Secretary, Photographer, and Communications Lead.

ELECTIONS TO EXECUTIVE TEAM

Elections will be held each year for the position of Chair/Co-Chairs, Vice-Chair, Secretary, Photographer, and Marketing Representative. MYAC members running for executive positions will be allowed 1-2 minutes to speak. Voting will be made by ballot. In order to be considered as Co-Chairs, two individuals must run together as a team.

RESPONSIBILITY AND AUTHORITY OF CHAIR/CO-CHAIR

1. To chair all meetings of the Mayor's Youth Advisory Council (MYAC).
2. To prepare all agendas for the MYAC meetings with the assistance of the staff liaison(s).
3. To motivate individual members and recognize each member's contribution to the Mayor's Youth Advisory Council.
4. To delegate appropriate tasks or responsibilities to individual MYAC members.
5. To network with Student Councils and other youth organizations.
6. To make presentations to City Council with the assistance of the staff liaison(s).
7. To represent the Mayor's Youth Advisory Council at any social functions or other meetings where the Mayor's Youth Advisory Council's attendance is required.
8. To call additional meetings in consultation with the staff liaison(s) as necessary.
9. To lead workshops/public meetings, as required.

RESPONSIBILITY OF VICE-CHAIR

1. Assume all responsibilities for the MYAC Chair or Co-Chairs in their absence.
2. Oversee all work of the MYAC and foster a positive line of communication with MYAC members.
3. Supervise attendance of MYAC members at their respective meetings in consultation with the Council Chair or Co-Chairs and staff liaison.

RESPONSIBILITY OF SECRETARY

1. Take Minutes for all MYAC meetings and email to Recreation & Culture liaison.
2. To ensure MYAC meeting summaries are clear and concise. **Motions and voting results must be recorded.**
3. To record names, addresses, email addresses and phone numbers of MYAC members.
4. Responsible for the official correspondence of the MYAC.
5. To mark the attendance of MYAC members at all meetings.
6. To mark the attendance of MYAC members at all events.

7. To advise the Chair and the Staff liaison of any MYAC member that has missed three (3) meetings without providing valid regrets.
8. To send reminders for regular monthly meetings.

RESPONSIBILITY OF PHOTOGRAPHER

1. To keep a photographic record of events, meetings, and socials.
2. To provide photos in a timely fashion for use on social media and the MYAC web pages.
3. To work with the Marketing Representative to compile slide show presentations for City Council and the community as required.
4. Other duties as required.

RESPONSIBILITY OF MARKETING REPRESENTATIVE

1. To ensure communications are sent to MYAC members via e-mail and social media.
2. To work with the Photographer to compile slide show presentations for City Council and the community as required.
3. To develop press releases, social media messages and inform the public about MYAC events and initiatives.
4. To develop announcements, advertisements, flyers, and posters as required.
5. Other duties as required.

RESPONSIBILITY OF ALL MYAC MEMBERS

1. To attend all meetings.
2. To participate on a minimum of one (1) sub-committee.
3. To play an integral role to the MYAC by actively participating and contributing to projects/special events coordinated by the MYAC.
4. Members must give prior notification to the Chair or Co-Chairs of the MYAC and the staff liaison to inform of their absence from a meeting if they are unable to attend.
5. To propose to the MYAC projects and plans designed to assist in the fulfillment of the purposes of the MYAC.

6. High School representatives will advise their Principals of any important issues relating to the MYAC and the students of the High School.
7. To connect with Student Councils/Governments to inform them of upcoming events or initiatives.

ATTENDANCE AND REGRETS

When a MYAC member misses three (3) regular Council meetings, without explanation or valid regrets, they may be asked to step down from the MYAC. The same rule shall apply for each of the sub-committees.

Regrets should be sent as early as possible to the Chair or Co-Chairs, Sub Committee Chair, and/or the staff liaison.

In the case of a vacancy of a high school representative, the MYAC may then contact the corresponding High School Principal and ask that another representative be sent as a replacement.

PROCEDURES AND PROTOCOL

A. Decision Making

The MYAC will approve by motion those matters it wishes to advise City Council.

A resolution of the MYAC will be adopted on a motion, carried by simple majority vote. A quorum will be required. A quorum consists of a minimum 50% + 1 of the voting members of the MYAC. Motions that end in a tied vote will be considered defeated.

B. Meetings

Meetings of the MYAC will normally be held on the first Wednesday of each month or at the call of the Chair. Meetings will generally be held at the Civic Centre.

C. City Council Updates

The Mayor's Youth Advisory Council will provide a minimum of two (2) updates to City Council each year regarding their activities. The update may be in the form of a Council Deputation or a memorandum.

MYAC PROJECTS/SPECIAL EVENTS

Based on the Mandate and Purpose, the MYAC will establish its priorities at the beginning of each school year and develop a work program with which to focus its attention. Additionally, the MYAC may address items referred to it by others.

The MYAC may consider matters that members deem to be of importance and within the Council's responsibilities. The MYAC will also consider matters referred to it by City Council or other Committees of Council. Additionally, the MYAC may also consider matters identified by youth in the community. Such matters should be identified and explained in writing, addressed to the Chair. The MYAC will consult with the staff liaison(s) regarding all matters and the corresponding work plan.

SUB-COMMITTEE PROCEDURES

Sub-committees may be formed at the discretion of the MYAC for events, projects or initiatives. The following applies to all sub-committees:

1. Initial sub-committee budgets must be submitted in a timely fashion after resolution and must be approved by the MYAC.
2. Any major variations to the initial sub-committee budgets must be brought to the MYAC for approval.
3. It is recommended that each sub-committee elect a Chair or Co-Chairs and a Secretary.
4. The Chair or Co-Chairs of each sub-committee will be responsible for setting meeting dates, ensuring a meeting room is booked, and notifying sub-committee members of meeting dates and responsibilities.

AMENDMENT OF TERMS OF REFERENCE

The Terms of Reference of the MYAC should be reviewed on an annual basis at the end of each year. The MYAC may recommend revisions to the Terms of Reference which will require approval by the Mayor.



COUNCIL REPORT

August 10, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Madison Zuppa, Environmental Initiatives Coordinator

DEPARTMENT: Engineering and Planning Department

RE: Municipal Council Support Resolution Amendment

PURPOSE

The purpose of this report is to request Council approval to amend Schedule "D" of By-law 2015-124 to correct the Municipal Council Support Resolution for Simcoe County Community Energy Co-Operative.

BACKGROUND

On June 22, 2015, Council passed By-law 2015-124 which authorized the execution of seven (7) Municipal Council Support Resolutions to support the solar photovoltaic applications being submitted to the Independent Electricity System Operator (IESO) Feed-In-Tariff Program. It has now been brought to the attention of City staff that one (1) of the Municipal Council Support Resolutions references the address as: 460 Pim Street (JT's Cambrian Nissan) in point of fact the application is being made for 59 Industrial Park (Cambrian CarStar Collision Center Ltd.). To correct this anomaly By-law 2015-124, Schedule "D" requires an amendment; however, all other Municipal Council Support Resolutions shall remain the same.

ANALYSIS

Information and documentation was provided by Susan Lawson, Sales & Marketing Administration Supervisor from EthoSolar Inc.

IMPACT

There is no budgetary impact. Building permits will be required for the rooftop solar photovoltaic projects proposed, but local zoning and by-laws do not apply.

STRATEGIC PLAN

The Corporate Strategic Plan contains numerous references to environmental awareness and a reduction in CO2 emissions; however, renewable energy projects are not included.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Environmental Initiatives Coordinator concerning solar photovoltaic FIT application be received, and the amendment to By-law 2015-124, Schedule "D" replacing 460 Pim Street with 59 Industrial Park as the project location is recommended for approval.

Respectfully submitted,

A handwritten signature in blue ink that reads "Madison Zuppa".

Madison Zuppa, MES
Environmental Initiatives Coordinator

Recommended for approval

A handwritten signature in blue ink that appears to read "J. Dolcetti".

Jerry Dolcetti, RPP
Commissioner, Engineering & Planning

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 4.0

Page 1 of 1 Apr 2015 IESOMRD/f-FIT-010r1

1

Resolution number: _____

Date resolution was passed: August 10, 2015

FIT Reference Number: _____

(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)

2

[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 4.0.

[AND WHEREAS] SCCEC 4.0 LP (the "Applicant") proposes to construct and operate a

Rooftop Solar Project

(the "Project") on 59 Industrial Park (the "Lands") in

Sault Ste. Marie, Ontario

under the province's FIT Program;

[AND WHEREAS] the Applicant has requested that Council of the City of Sault Ste. Marie

indicate by resolution Council's support for the construction and operation of the Project on the Property.

[AND WHEREAS] pursuant to the FIT Rules, Version 4.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;

[NOW THEREFORE BE IT RESOLVED THAT]

Council of the the City of Sault Ste. Marie supports the construction and operation

of the Project on the Lands.

This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project, or for any other purpose.

3

Signed: _____

Signed: _____

Title: Mayor Christian Provenzano

Title: City Clerk, Malcolm White

Date: August 10, 2015

Date: August 10, 2015

(Signature lines for elected representatives. At least one signature required.)



COUNCIL REPORT

August 10, 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 Back to School Carnival

PURPOSE

The purpose of this report is to request Council's approval of a Licence to Occupy City Property Agreement (the "Licence Agreement") between the City, the Downtown Association and Pentecostal Assemblies of Canada in trust for The Summit collectively referred to as the "Licencees", to permit the programming described below to take place on a portion of Queen Street East on August 29, 2015 for a Back to School Carnival (the "Event").

BACKGROUND

The Licencees contacted the City Legal Department to request permission to hold the Event on Queen Street East from Elgin Street to Bruce Street (the "City Property") on August 29, 2015. The Event will take place from 10:30 a.m. to 1:30 p.m. and will consist of a barbeque, live music, arts and crafts, lawn games, a mini stick game area, a racecar display, a photo booth area, face painting, balloon animals, two bouncy houses, a ball pit, a bicycle display and an alpaca display.

By-law 2015-132 authorizing the temporary closing to vehicular traffic of Queen Street East from Elgin Street to Bruce Street was passed in open Council on July 13, 2015.

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 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.

IMPACT

There is no significant financial impact associated with this matter.

STRATEGIC PLAN

No impact on strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

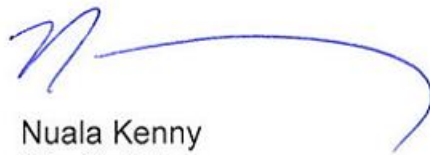
By-law 2015-139 authorizing the execution of the Licence to Occupy City Property Agreement appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor

Recommended for approval,



Nuala Kenny
City Solicitor

LegalDept\Legal\Staff\COUNCIL REPORTS\2015\Licence to Occupy – Back to School Carnival



COUNCIL REPORT

August 10, 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 Q Café & Bakery

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 Q Café & Bakery (the "Licencee") to permit the Licencee to occupy a portion of City property along March Street for the purpose of a sidewalk patio.

BACKGROUND

The Licencee approached the City Legal Department to request permission to occupy a portion of the City boulevard along March Street adjacent to her business at 472 Queen Street East between May 15 and October 15 of each year. The sidewalk patio will consist of approximately eight (8) bistro style tables and chairs. Alcohol will not be served at this patio. Food will be served inside the Licencee's business at 472 Queen Street East.

ANALYSIS

The sidewalk patio requires a Licence Agreement for insurance purposes and to confirm the agreement between the parties. The Licence Agreement confirms that the Licencee has permission to set up and operate a sidewalk patio at their sole cost, expense and liability at the location identified in Schedule "A" to the Licence Agreement.

The Licence Agreement further contains indemnification clauses such that the Licencee shall be responsible for any costs, expenses and liabilities that in any way result from the sidewalk patio. The Licence Agreement requires the Licencee to 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 sidewalk patio if at the sole discretion of the City and/or Emergency Personnel, access to any portion of the boulevard area along March Street is required 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:

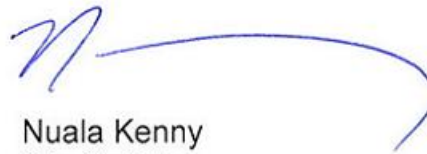
By-law 2015-138 authorizing the execution of the Licence to Occupy City Property Agreement appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor

Recommended for approval,



Nuala Kenny
City Solicitor

LegalDept\Legal\Staff\COUNCIL REPORTS\2015\Licence to Occupy – Q Café & Bakery



COUNCIL REPORT

August 10, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor

DEPARTMENT: Legal Department

RE: Sault Ste. Marie Park Subdivision Lane Closing -
Housekeeping

PURPOSE

The purpose of this report is to recommend that City Council repeal By-law 87-193 given same was not properly formalized.

BACKGROUND

In 1987, City Council gave first and second reading to By-law 87-193 being a by-law to stop up, close, and authorize the sale of a lane in the Sault Ste. Marie Park Subdivision, Plan No. 7602. The lane is the property set out in PIN 31585-0094 (LT). It has come to the attention of the Legal Department that this by-law was not given a third reading.

ANALYSIS

By-law 87-193 should be repealed and replaced by By-law 2015-143 which will stop up, close, and authorize the sale of this laneway and complete this process.

By-law 2015-143 appears elsewhere on the agenda.

IMPACT

Not applicable

STRATEGIC PLAN

Not applicable

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2015-143, being a by-law to repeal By-law 87-193 and to further stop up, close and authorize the sale of laneway, being PIN 31585-0094 (LT) be passed in open Council this 10th day of August, 2015.

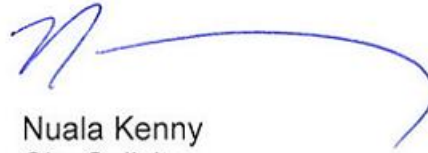
Report to Council – Sault Ste. Marie Park Subdivision Lane Closing -
Housekeeping
2015 08 10
Page 2.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor

Recommended for approval,



Nuala Kenny
City Solicitor



COUNCIL REPORT

August 10, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor

DEPARTMENT: Legal Department

RE: POA – Second Inter-Municipal Agreement

PURPOSE

The purpose of this report is to request Council's approval of the Second Inter-Municipal Agreement between the City and all POA Municipal Partners ("Agreement") regarding Provincial Offences services and revenue sharing.

BACKGROUND

On March 12, 2001, the City assumed the prosecution and administration of *Provincial Offences Act* charges. Since that time, the City has been operating the Provincial Offences Court on the first floor of the Civic Centre. The City's Provincial Offences Office services the Algoma Catchment Area encompassing an area which runs east to the Municipality of Huron Shores and north to White River. Accordingly, in 2009, the City entered into an Inter-municipal Agreement with all of the municipalities in the Algoma Catchment Area to provide Provincial Offences services and revenue sharing. The First Nations of Batchewana and Garden River also participate in this Agreement. The term of the existing Inter-Municipal Agreement has expired and must be renewed for a further five-year term ending March 31, 2020.

ANALYSIS

The Agreement confirms that the parties consent to the renewal of the 2009 Agreement for a further period of five years. All Municipal Partners have signed this Agreement.

IMPACT

The remainder of the terms of the 2009 Agreement shall continue to apply. Pursuant to Section 3 of the 2009 Agreement, the City shall continue to share the annual net *Provincial Offences Act* revenues and deficits with each Municipal Partner on a population basis.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

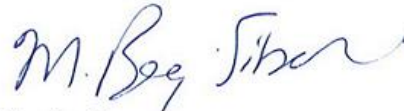
Resolved that the report of the Assistant City Solicitor dated August 10, 2015 be received and further, that Bylaw 2015-134 authorizing the execution of the Second Inter-Municipal Agreement for the provision of Provincial Offences administration, revenue sharing and prosecutorial services be approved.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor

Recommended for approval,



for Nuala Kenny
City Solicitor

MBS/da



COUNCIL REPORT

August 10, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Matthew Caputo, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Delegation of Signing Authority – Minor Easement Agreements

PURPOSE

The purpose of this report is to recommend that City Council pass By-law 2015-146. This by-law delegates approval authority to the City Solicitor or his/her designate for minor easement agreements.

BACKGROUND

When the City requires a minor easement agreement, City Council currently receives a report and by-law requesting that the Mayor and City Clerk be permitted to sign on behalf of the City. This can be a lengthy process, and can delay the registration of needed easement agreements.

The Council of the City of Sault Ste. Marie has the authority under Section 23.1(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, to delegate its powers to officers of the Corporation it deems fit. Council may delegate its power to enter into and execute certain agreements, and may impose any restrictions on said powers that are considered appropriate.

ANALYSIS

It is prudent and expedient to allow the City Solicitor or his/her designate to approve minor easement agreements on behalf of the Corporation. By delegating these authorities to the City Solicitor or his/her designate, it would be unnecessary for these matters to come before Council, simplifying and expediting the procedure.

The City Solicitor currently has the authority to approve expenditures below Ten Thousand (\$10,000.00) Dollars without the approval of City Council. For this reason, it is reasonable to limit the delegated authority to enter into easement agreements to those agreements whose total cost to the City, including all registration fees, appraisals and payment costs, does not exceed this value.

In order to ensure that these matters are dealt with in a timely fashion, and are not limited by the availability of the City Solicitor, all delegated powers should be further delegated to a designate of the City Solicitor in cases where the City Solicitor is unavailable. This is a standard practice when delegating authorities to a specific officer of the Corporation.

IMPACT

Not applicable.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2015-146, which appears elsewhere on the agenda, is recommended for approval.

Respectfully submitted,



Matthew Caputo
Solicitor/Prosecutor

Recommended for approval,



Nuala Kenny
City Solicitor



COUNCIL REPORT

August 10, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don McConnell MCIP, RPP, Planning Director

DEPARTMENT: Engineering and Planning Department

RE: Proposed Tree Preservation Policy

PURPOSE

This report has been prepared in response to a City Council resolution concerning a possible tree preservation by-law.

BACKGROUND

At their meeting on September 29, 2014, City Council approved the following resolution:

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

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

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

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

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

This report looks at the feasibility and requirements of enacting a tree preservation by-law, and makes recommendations concerning a policy-based approach for tree preservation on both public and private lands. This report was

prepared in consultation with Engineering, Public Works & Transportation and PUC staff.

It should be noted that the City's Parks Division currently plants approximately 140 trees per year in parks, cemeteries and new subdivisions.

ANALYSIS

Section 135 of the Municipal Act provides municipalities the authority to prohibit the destruction or injuring of trees. A by-law enacted under this section can require permits and studies for the removal of trees and impose penalties where conditions are not complied with.

These by-laws can apply to public and/or private property, specific areas or trees of a specific size. Greater Sudbury, North Bay, Timmins and Thunder Bay do not use tree by-laws.

The City of Mississauga's Tree By-law was amended in 2013 and is an example of a by-law designed to protect private trees. In summary, a permit is required prior to tree removal and may include requirements for a report from an arborist and the planting of replacement trees.

However, the by-law recognizes that not all trees can be preserved and has numerous exceptions. In Mississauga no permits are required for:

- Removal of trees with a diameter of 15 cm or less
- Removal of one or two trees with a diameter greater than 15 cm within a calendar year.
- Removal of trees to satisfy development approvals under the Planning Act (new plans of subdivision, site plan approval, etc.)
- Removal of trees undertaken by a government body including school boards
- For emergency work or for the maintenance of a transmission or distribution system as defined by the Electricity Act.

Brampton and Toronto do not require permits for the removal of trees of less than 30 cm (12 inches) in diameter.

In areas regulated by the Conservation Authority, the removal of trees is permitted provided that the stumps and root systems are kept in place to maintain slope stabilization.

It should also be noted that some species of trees such as the American Chestnut are protected under the Endangered Species Act and specific policies on these species will be included in the Official Plan as part of the comprehensive review presently underway.

Previous concerns with tree removal generally fall into three categories.

- The first relates to the removal (or non-removal) of a tree that is affecting a neighbouring property. As these trees are on private property, this is a civil matter that can generally best be resolved between the neighbours involved.
- The second is the removal of trees associated with municipal projects, usually road reconstruction.
- The third is the loss of trees resulting from major new development, usually new subdivisions.

Although tree preservation is an important component of the community's identity and trees provide economic, educational, environmental, health and social benefits, approval of a tree by-law is not recommended as the City should not become involved in civil matters between neighbours and the other types of concerns can be dealt with by policy. It should be noted that depending upon the scope of the bylaw, implementation and enforcement can be difficult and time-consuming.

The following policy is recommended as the preferred approach in dealing with road reconstruction projects and new plans of subdivision. Landscaping of new commercial and institutional development is reviewed through the Site Plan Agreement process and the application of the City's Sustainable Site Plan Guideline.

Road Reconstruction

The following policy is recommended to ensure that every effort will be made to retain existing trees wherever possible and that as a minimum, all trees removed as a result of road reconstruction are replaced within the neighbourhood area.

1. Prior to undertaking design work, the City's Parks Division will conduct a survey on the health and likely survival rate of all trees located within the right-of-way for the roadway under consideration and make recommendations on measures to protect the trees during construction.
2. The installation and repair of various services including electricity, natural gas, sanitary and storm sewers, street lighting, telecommunications and water will be considered in determining tree retention and replacement.
3. Where an existing tree cannot be retained or replaced within the existing right-of-way, the abutting property owner will be given an opportunity to have a replacement tree planted on their property at the City's expense.
4. Where the abutting property owner declines the offer of a new tree, one or more replacement trees will be planted in a neighbourhood park or school property subject to school board approval.
5. Where a roadway that has few or no trees is being reconstructed, efforts will be made to plant additional trees within the right-of-way in consultation with the abutting property owners.

New Plans of Subdivision

The following policy is recommended to ensure that existing trees are retained where possible and that each new homeowner is given an opportunity to have a tree on their property as part of the development of new subdivisions.

1. Where significant trees exist on a property, the developer shall make every effort to retain trees on lands that will be dedicated to the municipality (e.g. park space, storm water management ponds, etc.). Where trees in these areas cannot be retained, the developer will engage the services of a qualified professional to develop a landscape plan for the municipal properties as a condition of subdivision approval.
2. As part of the subdivision agreement, the developer is currently required to provide sufficient funds to the City for the cost of planting one new tree on each property. Following development of each lot, Parks Division contacts each homeowner with the offer of a tree. The homeowner can choose from several species and if accepted, Parks Division will plant and replace the tree if necessary within the first year. Where a property owner declines the offer of a new tree, a tree will be planted in a neighbourhood park or on school property subject to school board approval.

IMPACT

The cost of providing trees as part of road reconstruction projects is minimal when considering the overall capital budget and will be covered within each project's approved budget allowance. The cost of providing trees as part of new plans of subdivision is currently paid for by the developer and this practice should be continued.

STRATEGIC PLAN

Although not specifically identified in the City's Corporate Strategic Plan, this policy is consistent with the Enhancing Quality of Life focus area and the Environmental Leadership strategic direction.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planning Director dated August 10, 2015 be accepted and that City Council approve the recommended tree preservation policy relating to road reconstruction and new plans of subdivision.

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

DBM:ps



COUNCIL REPORT

August 10, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Tonazzo

DEPARTMENT: Engineering and Planning Department

RE: Community Development Award 2015

PURPOSE

The purpose of this report is to recommend Savoy's Jewellers at 290 Queen Street as the 2015 Community Development Award recipient.

BACKGROUND

Seventeen years ago, City Council initiated the Community Development Award Program. The Planning Advisory Committee serves as administrators of the award.

The purpose of the award program is to:

- ❖ Recognize significant achievement in community development.
- ❖ Highlight successful development ideas that others can use.
- ❖ Inspire other projects to meet the standards set by successful projects.

Recent previous award winners include:

- Chippewa Trading Post and Frontier Village (2014)
- Skeggs Paciocco Lawyers (2013)
- Wacky Wings Great Northern Road (2012)
- Smokey's Barbeque Pit and Patio (2011)
- Essar Steel Algoma (2010)
- Muio's Restaurant (2009)

ANALYSIS

This year 17 projects were considered for the award.

After careful consideration, the Planning Advisory Council recommends that the 2015 Community Development Award be presented to Savoy's Jewellers, located at 290 Queen Street.

Savoy's Jewellers has been serving Sault Ste. Marie and northern Ontario residents for over 60 years. The family legacy began when John Anthoine and Edmond Rosset founded the business in 1952; beginning with just 4 rings, 16 watches and \$200.00 worth of jewellery. Today, Savoy's is a destination for wedding bands, engagement rings, custom jewellery and certified repairs. The staff has developed a strong reputation through their superior quality, loyal service and progressive business ventures.



1975 Canada Day Parade

Originally known as the 'Smale Block', the original building was constructed in 1941. Mrs. M MacMillan – Milliner (ladies hat maker) and Malcolm Smale Builders were the first occupants. In 1951 it became known as the Harper Block. By 1954, the block housed apartments upstairs and 3 businesses downstairs – Doddy's Office Supply, Barroughs Adding Machine Co. of Canada and Savoy's Jewellers. At that time, Savoy's occupied a small 8'X10' portion of the building. Throughout the 1950's the business continued to expand, and by 1955 it occupied half of the building sharing the site with Frank's Clothes. In 1960, Savoy's took over the entire building and continues at this location today.

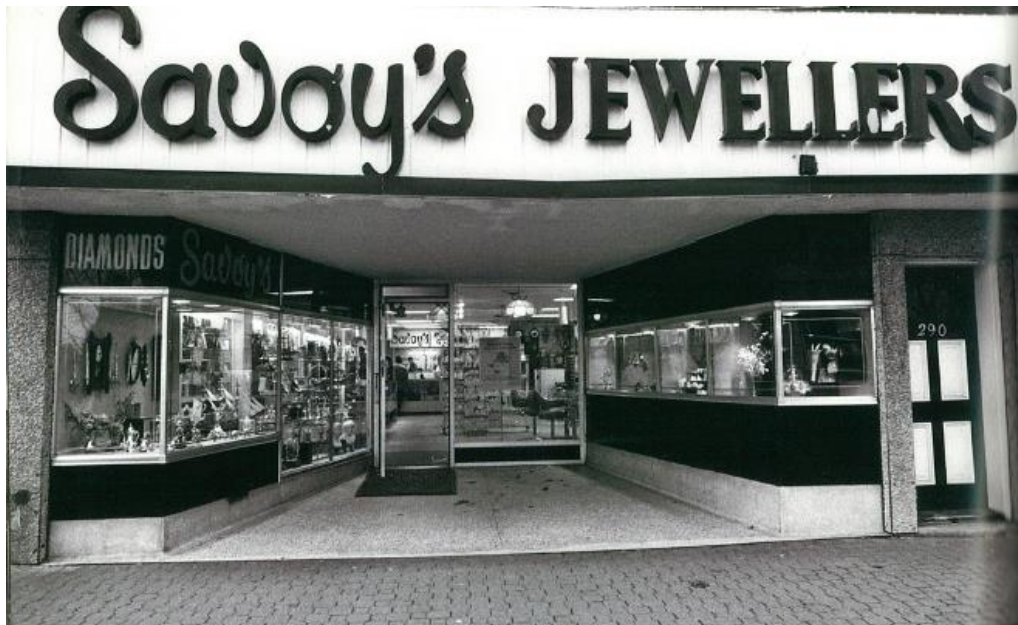
Savoy's remains a family business managed by Ed Rosset's twin sons Rodger and Richard Rosset. The Rosset brothers are graduates of the Gem Institute of America, and are both qualified goldsmiths. The company is multi-generational and Richard's son Nicholas and Roger's son Ryan are goldsmiths carrying on the family tradition. The company is staffed by experienced and skilled professionals; many who have been with the business for over 25 years.

Savoy's Jewellers has been recognized locally and regionally for their excellence. Savoy's was awarded the 1994 Northern Ontario Business Award "Company of the Year" (Up to 25 employees), the Sault Star's reader's choice Top Jewellery Company Award, Customer Service Award and the Sault Chamber of Commerce "Skipper Manzitti Award" for Business achievement and community involvement.



The building has undergone continual upgrades over the years. Major renovations were completed in 1999 replacing the front façade and front doorway with marble and gold accents.

In 2011, the owners took advantage of the City's Downtown Improvement grant program and received a \$22,500 grant. Savoy's refaced the exterior of the store with new reflective windows, door panels, decorative cladding, silver accents and new signage, with a total investment of nearly \$250,000.



1960's Storefront



2000 Storefront



2012 Storefront



2012 Interior Renovations

SUMMARY

Savoy's is an established business with a strong commitment to the downtown and the entire community. Over time, the company has continually upgraded the building. The most recent interior and exterior renovations have created a modern, consistent theme from the façade to the interior showroom. The modern, reflective storefront is an asset to the downtown and a quality enhancement to the overall streetscape.

IMPACT

Funds for the 2015 Community Development Award plaque were previously approved.

STRATEGIC PLAN

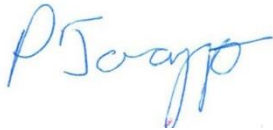
Approval of the 2015 Community Development Award is consistent with the Enhancing Quality of Life focus of the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that City Council award the 2015 Community Development Award to Savoy's Jewellers located at 290 Queen Street East.

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



COUNCIL REPORT

August 10, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Stephen Turco, MCIP, RPP

DEPARTMENT: Engineering and Planning Department

RE: Queen Street Streetscape Project – Contract 2015-9E

PURPOSE

The purpose of this report is to obtain approval to award Contract 2015-9E. The project includes the removal and replacement of trees along Queen Street between Dennis Street and Bruce Street.

BACKGROUND

On June 22, 2015, City Council authorized staff to issue a request for tenders for the proposed streetscape improvement project. This project involves the removal of existing trees and stumps, existing planter boxes, the planting of new trees and ground cover, as well as the installation and restoration of paving stones. The design of the streetscape strategy was completed by The Planning Partnership (TPP), in consultation with City staff and the Downtown Association.

Tenders were received and opened at a public meeting, held Wednesday July 29, 2015, in the Thompson Room. No Councillors were present, however, tenders were opened by Deputy City Clerk Rachel Tyczinski. Contractors, as well as staff from the City's Planning and Engineering Divisions were present.

ANALYSIS

A total of three (3) tenders were received. All tenders submitted were found to be complete and are summarized on the attached report completed by staff. The low tender of \$221,543.28 (including HST) was received by M. Ricks Excavation Inc.

M. Ricks Excavation staff has over 40 years of experience in civil construction projects. As well M. Ricks will be utilizing a number of specialized subcontractors, including Chris Tranberg and Son Ltd, All Seasons Property Maintenance, and Steel Speed.

Originally, the plan for the streetscape project included pedestrian scale lights. These were removed from the project because of budget constraints. The proposed work will include the installation of an electrical conduit, which will facilitate the installation of pedestrian scale lights at a later date. Planning staff will continue to investigate lighting options and report back to Council if a cost-effective option becomes available. The projected cost to install lights is approximately \$112,500 to \$195,000 (15-26 lights at approximately \$7,500 per light). The installation of lights will create a dramatic impact on the overall streetscape. Examples of the proposed lights are attached for Council's review.

The City's budget also has an allowance for street furniture to be installed along this block (not included in the tender price). Staff is reviewing options for street furniture, both from traditional suppliers or possibly from custom fabricators. The street furniture will be installed at a later date, most likely in Spring 2016.

It should also be noted that as part of this project, the existing Walk of Fame plaques will be removed and stored at the PWT stores department. The plaques will be stored until a decision is made on the future of the Walk of Fame program, including any changes to the location or types of monuments used. Given that several Walk of Fame monuments have been severely damaged by snow removal and maintenance equipment, it is not recommended that the plaques be re-installed within the boulevard.

IMPACT

The budget for this project is \$280,000 and was approved as part of the overall Downtown Development Initiative. The tender price (before HST) is \$196,056. Including non-recoverable HST (\$3,451), design (\$24,550) and street furniture (\$30,000), the cost to complete this project is approximately \$254,057. The City will also carry a contingency allowance of \$22,000. The installation of lights will require additional funding.

STRATEGIC PLAN

The implementation of the Downtown Development Initiative is identified as part of Developing Solid Infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planning Division, dated August 10, 2015, concerning the Queen Street Streetscape project be accepted and that Contract 2015-9E be awarded to M. Ricks Excavation Inc.

By-law 2015-148, authorizing execution of Contract 2015-9E is found elsewhere on the Agenda, and is recommended for approval.

Respectfully submitted,



Stephen Turco, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

ST:ps
Attachment(s)



2015 08 10

Our File: Contract 2015-9E

CONTRACT 2015-9E

Queen Street Tree Replacement Project

SUMMARY OF BIDS (inclusive of HST)

CONTRACTOR	TOTAL BID PRICE
M. Ricks Excavation Inc.	\$221,543.28
DYC Properties	\$226,407.90 _(adjusted for errors)
CSL Group Ltd.	\$244,747.83
<i>Project Budget</i>	<i>\$280,000.00</i>

Queen Street Pilot Concept Lights





COUNCIL REPORT

August 10, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Steve Turco, MCIP, RPP, Planner

DEPARTMENT: Engineering and Planning Department

RE: Hub Trail Spokes and Priority Cycling Routes – Funding Opportunities

PURPOSE

The purpose of this report is to advise Council on the Ontario Municipal Cycling Infrastructure Program (OMCIP) and to provide information on a specific multi-use path project that could be a candidate for possible funding.

BACKGROUND

In January 2015, City Council approved a Priority Cycling Routes report, completed by MMM Group, which was to be used as a basis for future cycling and Hub Trail improvements. As part of that report, staff advised that we would continue to explore funding opportunities through senior levels of government.

On July 6, 2015, the Ministry of Transportation released the OMCIP program to support the development of cycling infrastructure in Ontario communities. Eligible projects include paved shoulders, separated bicycle lanes, multi-use paths as well as bicycle traffic control measures.

Candidate OMCIP projects are eligible for up to 50% of the total project costs, to a maximum of \$325,000. The OMCIP includes a two-stage application process: submitting and expression of interest (EOI) and; for those applicants that are subsequently shortlisted, a formal application.

ANALYSIS

The deadline to submit an EOI was August 6, 2015. Given the submission timelines, staff has submitted an EOI to maintain our eligibility for possible funding.

The project selected for possible funding is a multi-use path (MUP) through the Northern Community Centre, which would connect from Cooper Street to Goulais

Avenue. This MUP would form a critical link within the proposed west cycling route (see attached map).

This route is important as it creates the first active transportation infrastructure in the west end of the community, facilitates a connection between the Fort Creek Conservation Area section of the Hub Trail and the Northern Community Centre, and it provides a safe east-west cycling alternative to Second Line West (a busy arterial road and designated truck route).

Most of the property required for this MUP is owned by the Municipality; however, a portion of the trail would cross over both Sault Ste. Marie Region Conservation Authority land, as well as land owned by the Algoma District School Board. Both organizations have been extremely cooperative in facilitating City trail initiatives in the past.

IMPACT

The submission of the EOI will allow MTO to evaluate the project and determine if it is eligible. The City is not committed to implementing the project. Should the project be shortlisted by MTO as an eligible project, and should Council determine to proceed with the project, the City's share of the funding would have to be sourced as part of future budget deliberations in 2016.

The cost to implement the proposed MUP through the Northern Community Centre site is approximately \$300,000, based on cost estimates prepared by MMM Group. The City's share would be \$150,000. Should Council choose not to proceed at this time, staff will request that our EOI be rescinded.

STRATEGIC PLAN

Addressing Hub Trail "gaps" and the implementation of the Cycling Master Plan are identified under Strategic Direction 3: Enhancing Quality of Life.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planning Division, dated August 10, 2015, concerning Hub Trail Spokes and Priority Cycling Routes funding opportunities be accepted as information, and that staff report further to City Council on the status of the OMCIP application.

Respectfully submitted,



Stephen Turco, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

From: Michael Wozny <m.w.wozny@sympatico.ca>
Sent: Monday, July 06, 2015 1:38 PM
To: m.w.wozny@sympatico.ca
Subject: MTO Funding Announcement--August 6th Deadline for EOI in the Ontario Municipal Cycling Infrastructure Program

Further to our meetings and discussions regarding the Lake Huron North Channel Waterfront Trail cycling route project, we discussed a pending funding program(s) from the Ministry of Transportation for municipal cycling infrastructure. We are now pleased that the ministry has announced the details and funding application process for two funding programs.

We are writing to make sure that as a Waterfront Trail partner community, you are aware of these new funding opportunities to support the development of cycling infrastructure in Ontario. As part of the #CycleON strategy, the Province has announced two new funding sources: the Ontario Municipal Cycling Infrastructure Fund and the Cycle Training Fund.

Ontario Municipal Cycling Infrastructure Program

- \$10M to support the development of cycling infrastructure including paved shoulders, separated bicycle lanes, multi-use paths, and bicycle traffic control measures <http://www.mto.gov.on.ca/english/safety/ontario-municipal-cycling-infrastructure-program.shtml>
- Municipalities are eligible to apply for funding up to 50% of total eligible costs to a maximum of \$325K
- Funding provided between April 1, 2016 and March 31, 2018
- Two stage application process that involves submitting an expression of interest (EOI). **Deadline for the Expression of Interest is August 6, 2015.**
- One EOI per municipality and MTO is expecting to hold a single intake.

The Infrastructure fund is a good opportunity to improve Waterfront Trail or connections to it from your local businesses and communities. Be sure to indicate on applications for Waterfront Trail projects and/or connections that your project enhances the provincially significant Great Lakes Waterfront Trail, a 1600 km signed route from Quebec to Grand Bend, with plans underway to expand to Sault Ste Marie by 2017. The Great Lakes Waterfront Trail is an initiative undertaken by a partnership that includes 78 municipalities co-ordinated by the Waterfront Regeneration Trust. The partnership and provincial scope of the Waterfront Trail will enhance the rating of the application.

Cycling Training Fund

- \$380K to support local cycle training programs in 2015 and 2016
- develop, enhance and deliver cycling skills training programs in the province.
- Municipalities, school boards, schools, businesses and non-profit organizations are all eligible to apply.
- Applications are now being accepted until **September 4, 2015.**
- Learn more about the Cycling Training Fund and how to apply on the Ministry of Transportation web site (<http://www.mto.gov.on.ca/english/safety/cycling-training-fund.shtml>) or by contacting us at the Cycling Training Fund, Ministry of Transportation by phone: 1-844-637-6464 or by email: CyclingTrainingFund@ontario.ca



Kathryn McGarry, MPP Cambridge and Parliamentary Assistant to the Minister of Transportation announces the Ontario Municipal Infrastructure Funding and Cycle Training Fund.

Michael Wozny
Coordinator
Lake Huron North Channel Cycling Route – TNO
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6
(705) 542-8572
m.w.wozny@sympatico.ca

Marlaine Koehler
Executive Director
Waterfront Regeneration Trust
4195 Dundas Street West, Toronto ON M8X 1Y4
www.waterfronttrail.org
Phone: 416 943 8080
Cell: 416 520 4205

Launch the Greenbelt Route
August 16 to 21, 2015
Special Edition
Great Waterfront Trail Adventure
Registration opens in December

**PROPOSED JOHN ROWSWELL
HUB TRAIL & CYCLING MASTER
PLAN 'NEXT STEPS'**



Path: G:\CitySSM_GIS\Planning\HubTrail\NextSteps\Next_Steps_Version_1_FundingDetailArea_11x17.mxd

The Corporation of the City of Sault Ste. Marie
Engineering & Planning Department
Planning Division
August 5, 2015

This map is for general reference only.
For official mapping, see the
Engineering and Planning Department.
Orthophoto: None

Projection Details:
NAD 1983 UTM Zone 16N
GCS North American 1983

East Route North Route
West Route



COUNCIL REPORT

August 10, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Mike Nadeau, Commissioner of Social Services

DEPARTMENT: Social Services Department

RE: Health Kids Community Challenge Agreement

PURPOSE

The purpose of this report is to request Council's authorization to enter into a 2015-2018 Contribution Agreement with the Ministry of Health (MoH) to secure funding to implement and administer the Health Kids Community Challenge initiative.

BACKGROUND

Council was provided with a report regarding the initiative on January 12, 2015. The report requested up to \$50,000 per year for four years, which would leverage up to \$175,000 per year for four years from MoH to implement and administer the Challenge. Council approved the municipal contribution in the 2015 municipal budget.

ANALYSIS (if applicable)

MoH has since reduced the Challenge from four years to three years (2015-2016, 2016-2017 & 2017-2018).

IMPACT

The Challenge will now be a three (3) year initiative instead of four (4), as originally communicated by MoH. The total annual funding contributions will not be impacted; however the total project budget has been reduced from \$900,000 to \$675,000.

2015-2016	\$50,000 municipal	\$175,000 provincial
2016-2017	\$50,000 municipal	\$175,000 provincial
2017-2018	\$50,000 municipal	\$175,000 provincial
Total	\$150,000 municipal	\$525,000 provincial

STRATEGIC PLAN

The Challenge is not part of the current strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

It is recommended that Council enter into a 2015-2018 Contribution Agreement with the Ministry of Health (MoH) to secure funding to implement and administer the Health Kids Community Challenge initiative

Respectfully submitted,

Mike Nadeau
Commissioner of Social Service



COUNCIL REPORT

August 10, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Mike Nadeau, Commissioner of Social Services

DEPARTMENT: Social Services Department

RE: Local Immigration Partnership Contribution Agreement Amendment

PURPOSE

The purpose of this report is to request Council's authorization to enter into an amended 2014-16 Contribution Agreement from Citizenship and Immigration Canada (CIC).

BACKGROUND

Citizenship and Immigration Canada began providing full funding to the City of Sault Ste. Marie in September 2009 for the formation of a Local Immigration Partnership (LIP). LIP concentrates on the formation of strong partnerships to implement strategies and initiatives that assist in the settlement and integration of newcomers to our community.

The original 2014-2016 CIC agreement was for the amount of \$222,633 per fiscal year. This total was provided to fund LIP programs and three (3) FTE's. During the second quarter of the 2014 CIC fiscal year one staff member transferred to another city department. This position was not filled until June 2015, resulting in a recovery by CIC of funding allocated to staffing.

ANALYSIS (if applicable)

CIC is recovering \$25,000.00 due to the vacancy of the position from August 2014 to June 2015.

IMPACT

There is no net negative financial impact in the recovery as no cost was incurred by the City.

STRATEGIC PLAN

This item is linked to Strategic Direction 3: Enhancing Quality of Life, Objective 3B – Planning for the Future

RECOMMENDATION

It is therefore recommended that Council take the following action:

Council authorize entering into the 2014-16 Local Immigration Partnership Contribution Agreement Amendment between the City of Sault Ste. Marie Social Services Department and Citizenship and Immigration Canada for the time period of April 1, 2014 to March 31, 2016.

Respectfully submitted,

Mike Nadeau
Commissioner of Social Services



COUNCIL REPORT

August 10, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Scott

DEPARTMENT: Public Works and Transportation Department

RE: Amendment to By-Law 90-305

PURPOSE

The purpose of this report is to update By-law 90-305, which appoints municipal law enforcement officers.

BACKGROUND

By-law 90-305 is a By-law appointing special constables and is amended from time to time.

ANALYSIS

Not applicable.

IMPACT

There is no budgetary impact.

STRATEGIC PLAN

This is an optional activity, not articulated in the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2015-140 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

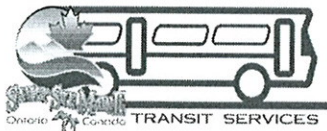


Don Scott
Manager of Transit and Parking

Recommended for approval



Larry Girardi
Commissioner of Public Works
and Transportation



Mr. Don Scott
MANAGER OF
TRANSIT AND PARKING

Public Works and Transportation
Department
Transit / Parking Division
111 Huron St.,
Sault Ste. Marie, ON P6A 5P9
Tel: (705) 759-5320
Fax: (705) 759-5834

2015 07 27

Nuala Kenny, City Solicitor
Legal Department
Civic Centre

RE: MUNICIPAL LAW ENFORCEMENT OFFICERS

On January 24, 1996 City Council approved By-law 96-15 which amended Schedule "A" to By-law 90-305.

The following individuals are no longer employed as Special Constables and are to be deleted from Schedule "A".

<u>NO.</u>	<u>NAME</u>	<u>NO.</u>	<u>NAME</u>
191	BROWN, STEVEN	314	ASSEN, PAULINE
343	CHILLMAN, JODI	406	LEBLANC, SERGE
431	DICKSON, SHANE	439	LAMBERT, JOSEPH
450	CHAPMAN, DANIEL	468	AGNEW, BRENDAN
474	MANCUSO, ANTHONY	485	ARMSTRONG, KENNETH
492	PARKER, MICHAEL	524	DUNLOP, DAVID
543	HAYNES, MICHAEL	549	WICKSTORM, IZAAK
571	BRESNAHAM, JAMES	575	LALOUDE, DANIEL
576	HULL, BRADLEY	590	WARMINGTON, KAYLA
598	COULL, ROBIN	612	HURLEY, BRITTNEY
614	AGBONIFO, OSAMUDIAMEN	616	LUCIER, RUSSELL
621	MARINELLI, CATHERINE	625	ENGLISH, DANIEL
628	DEWR, JEFFREY	629	COMPEAU, SYNDEY
639	PANTILLIA, KIM		

Would you please amend By-law 96-15 with the new attached Schedule "A".
Thank you.

Yours truly,

Don Scott
Manager Transit and Parking

SCHEDULE "A"

BADGE	SPECIAL CONSTABLE	EMPLOYER	PROPERTY LOCATION
26	MCLEOD, ROD	FLEMING & SMITH	378 QUEEN ST E. & APARTMENTS & 27 KING ST.
30	RENDELL, VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
109	SEBECIC, JOHN	DENTAL BUILDING	946 & 216 QUEEN ST E
138	CAIN, JOSEPH	CITY OF SAULT STE MARIE	BELLUVUE MARINA & BONDAR MARINE & PARK
151	PARR, DEREK	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
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
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 PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
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	TRAYSON, TERRANCE	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
267	CORBIERE, JOHN (TED)	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
276	SMITH, DENNIS, ROBERT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
321	LORENZO, COREY	NORPROP SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
334	MILLER, BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
335	GROSSO, DONALD	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
344	HARPE, KEN	HOLIDAY INN.	320 BAY ST.
346	HAZLETON, MARGARET	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE.SPORTS COMPLEX
366	TROINOW, VICTORIA	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
369	CARMICHAEL, MARY	ONT.FINNISH HOME ASS.	725 NORTH ST.
370	HANSEN, LOUIS	ONT.FINNISH HOME ASS.	725 NORTH ST.
372	BENOIT, ALAIN	ONT.FINNISH HOME ASS.	725 NORTH ST.
374	TAAVEL, ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
376	FINN, ROBERT	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
391	MCLEOD, HEATHER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
397	LAFRAMBOISE, YVON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
400	JOHNSON, MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
410	POYNER, HAROLD	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
411	MOORE, ROBERT	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR/JOHN RHODES/QE SPORTS COMPLEX
420	FABIANO, ANTONIO	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
430	RUSCIO, DOMINIC	MAJOR CONTRACTING LTD	DAY'S INN HOTEL
435	TRAMBLE, GEORGE	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
441	WILSON, DAVID	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
442	MACLENNAN, MATTHEW	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
443	MARCIL, MARK	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
446	HALLIDAY, DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONYBEARE, KEVIN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
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/JOHN RHODES/QE SPORTS COMPLEX
470	WOOLEY, NATHANIEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
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/JOHN RHODES/QE SPORTS COMPLEX
484	MCLEOD, VIRGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE.SPORTS COMPLEX
486	LONGO, NADIA	GT.NORTHERN RETIREMENT	760 NORTHERN RD.
487	ROUGEAU, MARISA	GT.NORTHERN RETIREMENT	760 NORTHERN RD.
488	LEFLEUR, MARILYN	GT.NORTHERN RETIREMENT	760 NORTHERN RD.
489	MCQUEEN, WANDA	GT.NORTHERN RETIREMENT	760 NORTHERN RD.
490	LUXTON, JEFF	GT.NORTHERN RETIREMENT	760 NORTHERN RD.
493	BROWN, FRASER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
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
511	ADAIR, BRENDAN	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
512	DIMMA, JUSTIN	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
516	GAY, JAMES	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
517	ROY, BRENDA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
522	MCNAMA, STEVEN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
523	MCBRIDE, GUY	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
526	JOHNSTON, CORY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
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/JOHN RHODES/QE SPORTS COMPLEX
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)
552	SENEGAL,DANIEL	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
556	ARCAND,SCOTT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
562	DEARING,SCOTT	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
565	LISCUMB,GERALD	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
566	SWEET,WILLARD	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
568	PICK,DENNY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
569	ZEPPA,JACOB	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
573	RHODES,LILIAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
574	BOUCHARD,DARYL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
580	CHARETTE,ROBERT	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
581	PAVONI,JORDAN	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
582	MAITLAND,DARLA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
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/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR/JOHN RHODES/QE SPORTS COMPLEX
594	PELOSO,MATT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
596	WAGNER,TODD	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
599	BUMBACCO,CARL	CB HOME INSTALLTIONS	321 JOHN ST /342,346 ST GEORGE'S AVE.
601	HART,JASON	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
602	GREENWOOD,LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603	LAMMING,DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
604	WAGNER,MATTHEW	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
606	SHEWFELT,CHERYL	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
607	FROST,CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
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/JOHN RHODES/QE SPORTS COMPLEX
611	MIZZI,PRESTON	WENDY'S	1 QUEEN ST W
613	SULLIVAN,SHAWN	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
617	SAVAGE,SAMUEL	G4S SECURITY	SAULT AIRPORT / HOSPITAL
618	DEWING,SANDRA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
619	BERTO,DEBORAH	GATEVIEW REALTY INC.	304-310 ALBERT ST E/420 A&B PRINCESS
620	FERA,NORMAN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
622	PROULX,PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHAILIUK,JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
626	CHARRON,ROBERT	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
627	BAKER,WILLIAM	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E
628	DEWAR,JEFFREY	G4S SECURITY	SAULT AIRPORT / HOSPITAL
630	LAFRAMBOISE,CORY	G4S SECURITY	SAULT AIRPORT / HOSPITAL
631	MACMILLER,TYLER	G4S SECURITY	SAULT AIRPORT / HOSPITAL
632	SAVAGE,MATT	G4S SECURITY	SAULT AIRPORT / HOSPITAL
633	HILL,MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
634	TIBBLES,COLLEEN	STANDARD PARKING	ONTARIO REALITY 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 PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
637	TOMASONE,LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD.
640	BRUNI,MICHAEL	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
641	WILHEM,CHARLES	NORPRO SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
642	COULTER,BRANT	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE.SPORTS COMPLEX
643	SHAW,KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE.SPORTS COMPLEX



COUNCIL REPORT

August 10, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Scott, Manager of Transit and Parking
DEPARTMENT: Public Works and Transportation Department
RE: Amendment to By-Law 2001-127

PURPOSE

The purpose of this report is to update By-law 2001-127, which appoints municipal law enforcement officers.

BACKGROUND

By-law 2001-127 is a By-law appointing special constables and is amended from time to time.

ANALYSIS

Not applicable.

IMPACT

There is no budgetary impact.

STRATEGIC PLAN

This is an optional activity, not articulated in the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2005-141 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

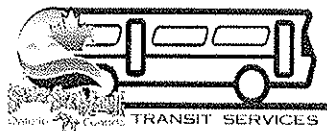
Recommended for approval



Don Scott
Manager of Transit and Parking



Larry Girardi
Commissioner of Public Works
And Transportation



Mr. Don Scott
Manager of
Transit and Parking

Public Works and Transportation
Department
Transit and Parking Division
111 Huron St.,
Sault Ste. Marie, ON P6A 5P9
Tel: (705) 759-5320
Fax: (705) 759-5834

2014 07 23

Nuala Kenny , City Solicitor
Legal Department
Civic Centre

RE: MUNICIPAL BY- LAW ENFORCEMENT OFFICERS

By-law 2001-127 is a by-law to appoint by-law enforcement officers to enforce the by-laws of the Corporation of the City of Sault Ste. Marie.

We request that Schedule "A" be amended to include:

Kevin Scotland - 98

Also that the following officers be deleted :

Kevin McNama - 95
Rachael Ladoucer - 97

A new Schedule "A" is attached.

Thank you.

Yours truly,

Don Scott
Manager Transit and Parking

SCHEDULE "A"

Don Scott	1
Sam Piraino	3
David Etchells	51
Renee Vanderklift	71
Frank Jolicoeur	72
Alan Smith	81
Dave Devoe	84
Edward Pigeau	89
George Robinson	94
Bill Long	96
Kevin Scotland	98



Dila Velazquez
Associate Producer, ***You Gotta Eat Here!***
Lone Eagle Entertainment
416.351.9111 x 31
dilav@loneeagle.tv

Chuck Febbraro
Ernie's Coffee Shop
13 Queen St E
Sault Ste Marie
P6A 1Y4
705-253-9216

July 21st, 2015

Re: Parking

Dear Chuck Febbraro,

I am Dila Velazquez, the Associate Producer of YOU GOTTA EAT HERE! We will be filming at Ernie's Coffee Shop on August 24 and 25, 2015. We are requesting parking behind Ernie's Coffee Shop RE: Gore St. Laneway starting at 7:45 am to 8:00pm both days. Please let me know if you have any questions.

Sincerely,

Dila Velazquez
Associate Producer, You Gotta Eat Here!
Lone Eagle Entertainment

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Charles Febbraro (WORK NUMBER - TELEPHONE: 765 2539216)
ADDRESS: 227 Second Line East POSTAL CODE: P6C 2M5

The above person hereby makes application for the closing of

Gore Street Laneway
(Name of street to be closed)

from behind 13 Queen Street E. to Gore Street
(reference points - street numbers, cross streets, etc.)

on the 24th 25 day of August, 2015 from 7:00 am/pm to 8:30 am/pm
for the purpose of parking for THE FOOD NETWORK filming at Ernie's Coffee Shop

APPROVALS SECTION:

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

232
Cst. K. Kovacs / Sgt. R. Magnan
Signature of Official

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

Robt. R. Smith
Signature of Official

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

Jessal Beak
Signature of Official

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

[Signature]
Signature of Official

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

Dorothy Spookman
Signature of Official

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

[Signature]
Signature of Official

CITY CLERK SECTION:

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



COUNCIL REPORT

August 10, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor

DEPARTMENT: Legal Department

RE: Request for Maintenance of Portion of Old Goulais Bay Road

PURPOSE

The purpose of this report is to update City Council on the status of the review of the Petition regarding the unmaintained portion of Old Goulais Bay Road and to provide recommendations regarding same.

BACKGROUND

On March 23, 2015 Council received a Petition from residents of Old Goulais Bay Road which resulted in the following resolution being carried: "Resolved that a petition from residents of Old Goulais Bay Road requesting maintenance of a portion of Old Goulais Bay Road be received and that appropriate City staff be requested to review and report back to Council."

The Petition was originally forwarded to the City's Public Works and Transportation Department (PWT) for review. PWT made an on-site visit and spoke with some of the residents. Initially, it was suggested that the City install a gate at the end of Old Goulais Bay Road to prevent access to the area in question. Various City Departments were canvassed and their responses are set out herein. Thereafter, the Legal Department acquired carriage of this matter.

Legal requisitioned a title search of the area to determine the location of the unmaintained roadway. This search confirms that the City owns a 33 foot wide piece of land in this area, however the exact location is not conclusive. Private property abuts this land. Attached as Schedule "A" to this Report is a copy of a map of this area. The title searcher advised that the unmaintained roadway may in fact be on private lands. A complete survey of this area would be required to determine the exact location of this roadway.

The Building Department advised that building permits have previously been issued in the area. Civic nos. 1237, 1247, 1259 and 1277 Old Goulais Bay Road

have records of permits being issued. The properties further to the north along the unmaintained roadway do not have a record of permits being issued.

The Tax Department has advised that the City has been collecting municipal taxes from properties in this area, including properties to the north along the unmaintained roadway. In 2014, these lands generated \$16,100 in taxes.

ANALYSIS

As mentioned above, it was originally suggested that the City install a gate to block access to the area of concern and provide keys to the appropriate land owners for access. Based on the responses of City Departments, this is not a feasible solution.

First, it is unclear if the unmaintained portion of the right-of-way is City owned. The City cannot install a gate on private property. If the unmaintained portion of the right-of-way is actually on private property, the Road Access Act applies which complicates matters further. The legislation sets out a process for private owners to apply to the Court to close the road. Further, the legislation provides that an “access road” cannot be closed/restricted if there is no means of viable alternate access. Second, it may be that the activities complained of are occurring on both private lands and/or the strip of City land in this area.

To address the concerns raised in the Petition, PWT has advised that they have cleaned up the debris/garbage in this area. Regarding signage, PWT is prepared to erect “No Parking” and “No Dumping” signs in this area, which can be enforced by the City By-law Enforcement Officer and City Police. Signage is not recommended to set out the City limits as it is difficult to differentiate between City Property/private property in this area. However, it can be confirmed that the City limits extend up to Sixth Line.

Algoma Power has completed improvements to the unmaintained roadway. As such, access up the unmaintained roadway has been improved and City Police have patrolled this area in response to these concerns. Going forward, if the activities complained of are occurring on private property, these residents can contact City Police to complain of trespass and/or dumping. Securing licence plate particulars and date/time of trespass/dumping will assist in enforcement of these matters. City Police can also be contacted to respond to issues of noise, alcohol use, drug use and driving while intoxicated. Complaints of open air burning can be directed to City Fire to respond.

IMPACT

N/A

STRATEGIC PLAN

N/A

RECOMMENDATION

It is therefore recommended that Council take the following action:

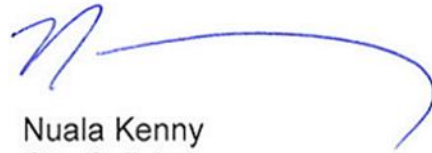
That the City Public Works Department be directed to install “No Parking” and “No Dumping” signage at the end of Old Goulais Bay Road, that the City Legal Department be directed to bring forward to the next City Council meeting a By-law to effect the necessary amendments to City Traffic By-law 77-200 and Schedule “A” thereto to facilitate the parking prohibition, and further that the Legal Department be directed to write to the residents signatory to the Petition to provide particulars regarding to whom the complaints as set out in the Petition should be addressed going forward.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor

Recommended for approval,



Nuala Kenny
City Solicitor

Legal\Staff\COUNCIL REPORTS\2015\Request for Maintenance of Portion of Old Goulais Bay
Road





COUNCIL REPORT

August 10, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Stephen Turco, MCIP, RPP, Planner

DEPARTMENT: Engineering and Planning Department

RE: A-14-15-Z – 849 Second Line East

PURPOSE

The applicant is requesting to remove a “Holding Provision” to facilitate the development of a Mac’s Convenience Store and gas bar.

PROPOSED CHANGE

The subject property is currently zoned “C.4.S.346.H, (General Commercial Zone with a Special Exception, subject to a Holding Provision). The applicant, Mac’s Convenience Stores Inc., is seeking Council’s approval to remove the holding provision in order to proceed with a proposed retail and fuel sales operation. The removal of the holding provision is contingent on the applicant addressing a number of conditions outlined by Council.

Subject Property:

- Location – Located on the southwest corner of Second Line East and Pine Street, civic number 849 Second Line East
- Approximate Size – frontage (Pine Street): 39.79m (130.5’); Depth: 48.86m (160.3’); Area: 0.342 ha (0.85 acres).
- Present Use – Vacant
- Owner – Major Contracting (Algoma) Ltd.

BACKGROUND

At the January 12, 2015 meeting, City Council approved to rezone both 829 and 849 Second Line East. At that time, both addresses made up one parcel. The property was rezoned to C.4, General Commercial. As part of this approval, Council added a special exception, as well as a holding provision. The property was also designated subject to Site Plan Control.

The special exception (S.346) prohibited the following uses:

- a. Car wash facilities;
- b. Motor vehicle rental and leasing;
- c. Motor vehicle sales and parts dealing; and
- d. Repair and maintenance

At the time of the original rezoning, the applicant did not have any prospective tenants, and as such, there was no development layout envisioned. For this reason, Council included a holding provision to their approval, prohibiting development until such time as the holding provision is removed. The removal of the holding provision is contingent on the applicant providing a site plan addressing the following:

- a. The layout of the proposed buildings and structures
- b. The location of access points
- c. The location of all landscaped areas; and
- d. Site circulation, including pedestrian and vehicular traffic.

Earlier this month, the property was the subject of a Committee of Adjustment severance application. 849 Second Line East, as well as a small portion of 829 Second Line East was severed from the larger parcel. The application now before Council is to remove the holding provision on the newly created lot.

ANALYSIS

Conformity with the Official Plan

The subject property is designated Commercial on Schedule “C” of the City of Sault Ste. Marie Official Plan. The removal of the holding provision is consistent with the Commercial land designation.

Comments

At the time of the original application, the applicants did not have any secured tenants and had not yet formalized a plan which showed the intended layout of the site. The proposed tenant is now a combined Mac’s convenience store and gas station. A site plan has been submitted which shows the layout of the site, the location of access points and landscaping, as well as site circulation.

As part of the January 2015 application, one concern was the location of access points. Given nature of the traffic and the new development occurring in this area, City staff are concerned about the location of new access points as well the number of access points onto Second Line. When the original application was before Council, the subject property was one parcel, with a long frontage along Second Line. At that time, it was recommended that any future Second Line access point be located as far from the signalized Pine Street intersection as possible.

With the recently approved severance, the proposed access point has shifted closer to the intersection (approximately 70m (230') from the Second Line and Pine Street intersection). Planning and Public Works staff can support this location, however, it is recommended that there be only one access point from Second Line, meaning that both Mac's and any future development on 829 Second Line share a common Second Line access. This will require an easement agreement, registered on title, and approved through the Committee of Adjustment. This easement should be registered prior to entering into any future Site Plan agreement.

With respect to all of the other design matters required to remove the holding provision, staff are satisfied that these issues have been adequately addressed for the proposed Mac's store.

Consultation

The following departments/agencies commented on the application as part of the consultation process:

- See attached letters – Accessibility Advisory Committee
- No objections/comments – Engineering Dept., Municipal Heritage Committee, EDC, PUC Services, Fire Services, Conservation Authority, Ministry of Transportation

The Accessibility Advisory Committee has expressed some concern with respect to the signalized intersection, and whether the crossing time has been assessed to ensure someone in a manual wheelchair can cross within the allotted crossing time. This is an operational issue and is separate from the proposed development. The comment has been forwarded to the City's Public Works and Transportation Department for review.

IMPACT

Approval of this application will not have any negative impact on municipal finances. The development will occur in an area where municipal services have been recently constructed or upgraded, thereby utilizing existing infrastructure.

STRATEGIC PLAN

The approval of this application is not directly linked to any of the policies contained within the City's strategic Plan.

SUMMARY

In January 2015, City Council rezoned 829 and 849 Second Line East to C4, General Commercial. Council, as part of their approval, added a holding provision, prohibiting development until such time as the holding provision is removed. The removal of the holding provision is contingent on the applicant addressing a number of design matters outlined by staff.

Planning staff are recommending the removal of the holding provision for the 849 Second Line East, as the applicant has addressed the design matters raised in the January 2015 application. Staff are recommending that the removal of the holding provision be conditional on the applicant entering into an easement agreement facilitating a common Second Line access point shared by both 849 and 829 Second Line East, as it is staff's recommendation to limit the number of commercial access points along this stretch of road. The holding provision will remain on 829 Second Line East, the other parcel of property that was part of the January 2015 application.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Planning Division, dated August 10, 2015, be accepted and that Council rezone the subject property, removing the Holding Provision from 849 Second Line East, subject to the following.

1. That both 829 and 849 Second Line East share one common access and egress point only, and
2. That prior to entering into a Site Plan Agreement, an easement agreement be registered on title, to facilitate the common Second Line East access/egress point.

Respectfully submitted,



Stephen Turco, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

ST:ps
Attachment(s)

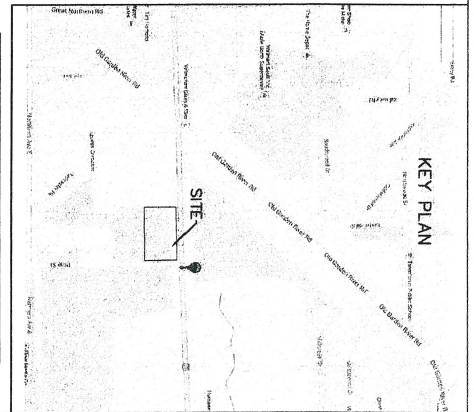
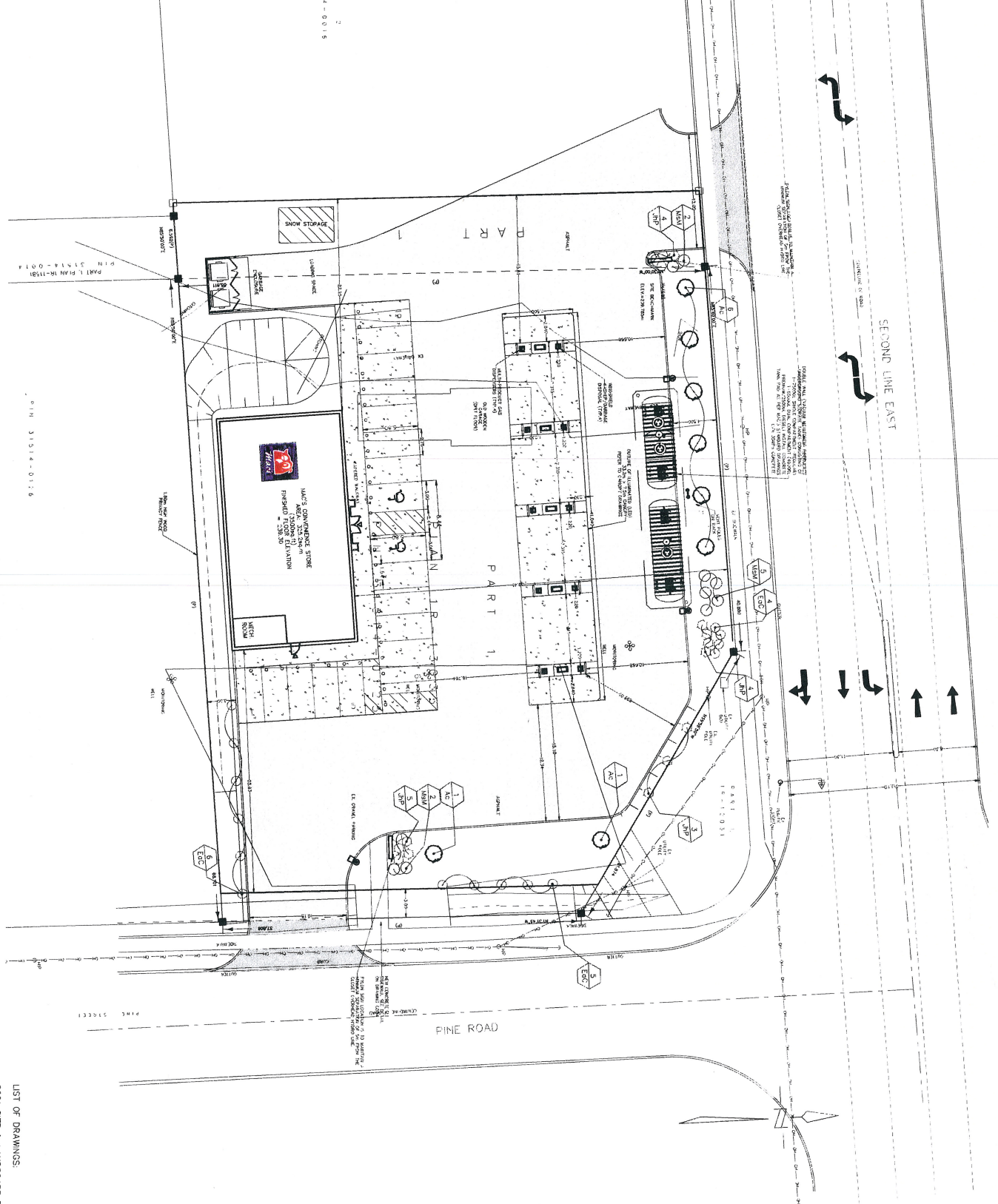


TABLE 1: SITE DATA TABLE

ITEM	DESCRIPTION	UNIT	VALUE
1	TOTAL SITE AREA	SQ. FT.	100,000
2	EXISTING PAVED AREA	SQ. FT.	20,000
3	EXISTING ASPHALT DRIVEWAY	SQ. FT.	5,000
4	EXISTING ASPHALT DRIVEWAY	SQ. FT.	5,000
5	EXISTING ASPHALT DRIVEWAY	SQ. FT.	5,000
6	EXISTING ASPHALT DRIVEWAY	SQ. FT.	5,000
7	EXISTING ASPHALT DRIVEWAY	SQ. FT.	5,000
8	EXISTING ASPHALT DRIVEWAY	SQ. FT.	5,000
9	EXISTING ASPHALT DRIVEWAY	SQ. FT.	5,000
10	EXISTING ASPHALT DRIVEWAY	SQ. FT.	5,000
11	EXISTING ASPHALT DRIVEWAY	SQ. FT.	5,000
12	EXISTING ASPHALT DRIVEWAY	SQ. FT.	5,000
13	EXISTING ASPHALT DRIVEWAY	SQ. FT.	5,000
14	EXISTING ASPHALT DRIVEWAY	SQ. FT.	5,000
15	EXISTING ASPHALT DRIVEWAY	SQ. FT.	5,000
16	EXISTING ASPHALT DRIVEWAY	SQ. FT.	5,000
17	EXISTING ASPHALT DRIVEWAY	SQ. FT.	5,000
18	EXISTING ASPHALT DRIVEWAY	SQ. FT.	5,000
19	EXISTING ASPHALT DRIVEWAY	SQ. FT.	5,000
20	EXISTING ASPHALT DRIVEWAY	SQ. FT.	5,000

TABLE 2: PLANT MATERIAL SCHEDULE

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	PLANT MATERIAL SCHEDULE	1	UNIT	100.00	100.00
2	PLANT MATERIAL SCHEDULE	1	UNIT	100.00	100.00
3	PLANT MATERIAL SCHEDULE	1	UNIT	100.00	100.00
4	PLANT MATERIAL SCHEDULE	1	UNIT	100.00	100.00
5	PLANT MATERIAL SCHEDULE	1	UNIT	100.00	100.00
6	PLANT MATERIAL SCHEDULE	1	UNIT	100.00	100.00
7	PLANT MATERIAL SCHEDULE	1	UNIT	100.00	100.00
8	PLANT MATERIAL SCHEDULE	1	UNIT	100.00	100.00
9	PLANT MATERIAL SCHEDULE	1	UNIT	100.00	100.00
10	PLANT MATERIAL SCHEDULE	1	UNIT	100.00	100.00
11	PLANT MATERIAL SCHEDULE	1	UNIT	100.00	100.00
12	PLANT MATERIAL SCHEDULE	1	UNIT	100.00	100.00
13	PLANT MATERIAL SCHEDULE	1	UNIT	100.00	100.00
14	PLANT MATERIAL SCHEDULE	1	UNIT	100.00	100.00
15	PLANT MATERIAL SCHEDULE	1	UNIT	100.00	100.00
16	PLANT MATERIAL SCHEDULE	1	UNIT	100.00	100.00
17	PLANT MATERIAL SCHEDULE	1	UNIT	100.00	100.00
18	PLANT MATERIAL SCHEDULE	1	UNIT	100.00	100.00
19	PLANT MATERIAL SCHEDULE	1	UNIT	100.00	100.00
20	PLANT MATERIAL SCHEDULE	1	UNIT	100.00	100.00

J.E. Josselyn Engineering Inc.

1225 GARDINERS ROAD
SUITE 105
KINGSTON, ONTARIO K7P 2B9
TEL: 613-434-9278
FAX: 613-434-9138
E-MAIL: josselyn@josselyn.ca

OWNER: MAC'S CONVENIENCE STORES INC.

PROJECT: MAC'S CONVENIENCE STORE
849 SECOND LINE EAST

DRAWING TITLE: SITE & LANDSCAPING PLAN

LIST OF DRAWINGS:
C001 SITE & LANDSCAPE PLAN
C002 SERVING PLAN
C003 BRADING PLAN
C004 DETAILS
C005 TRUCK ROUTE 1



Don McConnell, Planning Director,
Ron MacDonald, Senior Planning Technician;
City Planning & Engineering Division

Date - July 22, 2015

SUBJECT: Zoning REVIEW A-14-15-Z Removal of Holding Order
Address:

Dear Mr. McConnell and Mr. MacDonald,

The Accessibility Advisory Committee makes the following recommendations in respect of barriers to access for person with disabilities on the subject zoning review.

Remarks/Questions: The only comment was to be reassured that the crossing signals between all the signals at that corner of Pine and Second Line has been tested to be long enough for a manual wheelchair to cross or any other mobility problems for accessibility that may increase hazards at that intersection. Traffic is the concern.

1. According to Zoning Bylaw:



2. Questions if any?

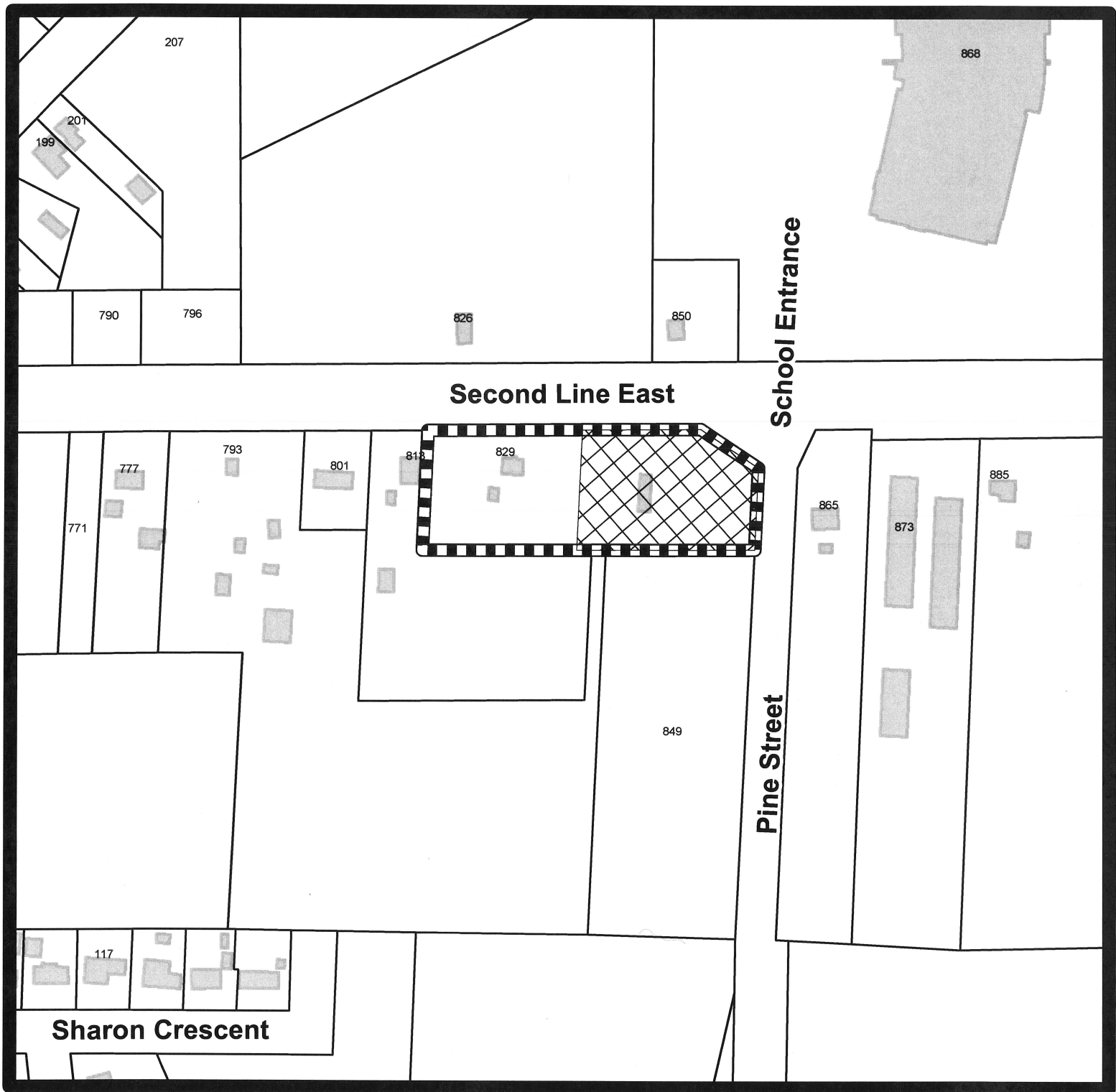


3. Site Pan required

◆ Yes.

Sincerely,

Ann Marie McPhee
Chair, Site Plan Sub Committee,
Accessibility Advisory Committee



SUBJECT PROPERTY MAP

829 - 849 SECOND LINE EAST
Planning Application: A-14-15-Z

"Holding Provision" Removal



Subject Property (HP-Removal Area)



Area Subject to Holding Provision, S-346

Page 216 of 450



METRIC SCALE
 1 : 2500

REFERENCE
 Rezoning A-1-15-Z-OP
 Severance B-37/13
 Severance B-15/15
 Site Plan Control 1-15-SPC

ROLL NUMBER
 030-080-082-00

MAP NUMBERS
 71 & 1-76

MAIL LABEL
 A-14-15-Z



2012 ORTHO PHOTO 829 - 849 SECOND LINE EAST

Planning Application: A-14-15-Z
"Holding Provision" Removal



Subject Property

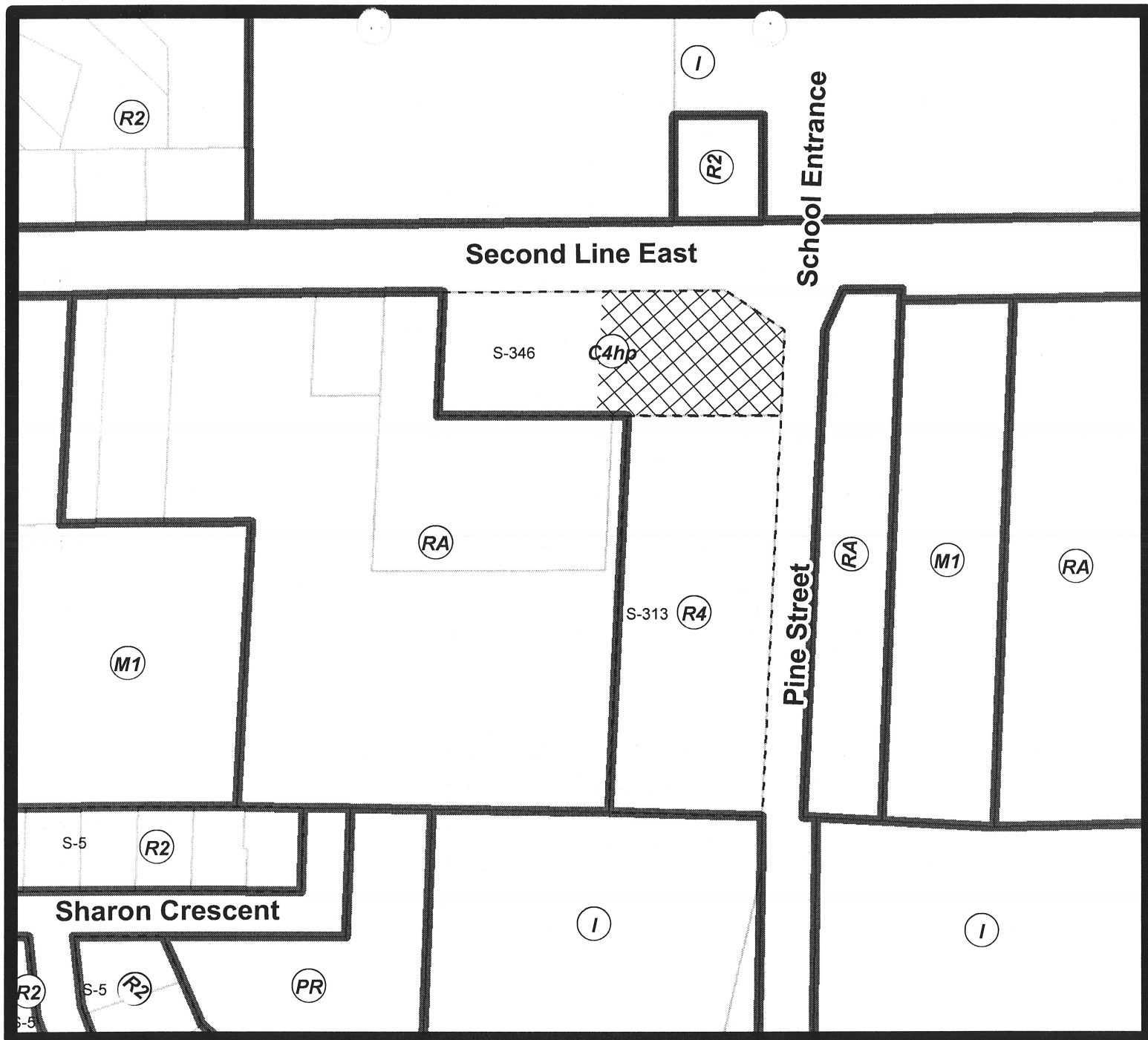


REFERENCE
Rezoning A-1-15-Z-OP
Severance B-37/13
Severance B-15/15
Site Plan Control 1-15-SPC

ROLL NUMBER
030-080-082-00

MAP NUMBERS
71 & 1-76

MAIL LABEL
A-14-15-Z



SUBJECT PROPERTY MAP

829 - 849 SECOND LINE EAST

Planning Application: A-14-15-Z

"Holding Provision" Removal

REFERENCE
Rezoning A-1-15-Z-OP
Severance B-37/13
Severance B-15/15
Site Plan Control 1-15-SPC



METRIC SCALE
1 : 2500

ROLL NUMBER
030-080-082-00

Subject Property

R2 - Single Detached Residential Zone; R2hp

RA - Rural Area Zone

C4 - General Commercial Zone

M1 - Light Industrial Zone

I - Institutional Zone

PR - Parks and Recreation Zone

Page 218 of 450 - Special Exception Zoning

MAP NUMBERS
71 & 1-76

MAIL LABEL
A-14-15-Z



MEMORANDUM

DATE: July 27, 2015
TO: Mayor Provenzano and Members of City Council, City of Sault Ste. Marie
c.c. Nuala Kenny, Acting C.A.O., City of Sault Ste. Marie
FROM: Jim Boniferno, Board of Directors Chair, PUC Services Inc.
SUBJECT: **2015 First Quarter Shareholder Report**

Attached please find the Quarterly Shareholder Report for the period January 1 to March 31, 2015.

I will be available at the Council meeting to answer any questions you may have.

A handwritten signature in blue ink, appearing to read 'J. Boniferno', is written over a horizontal line.

Jim Boniferno
Board of Directors Chair,
PUC Services Inc.

Attachments: 2015 First Quarter Shareholder Report

PUC INC. & PUC SERVICES INC.

2015 First Quarter Shareholder Report

PUC SERVICES INC.

During the month of February we experienced a significant lost-time accident when a worker was struck in the chest by a backhoe as the operator swung the boom to change the bucket. The accident resulted in several fractured ribs and approximately 1 month off work.

Operation of the two city wastewater treatment plants remained in compliance with provincial requirements during the past quarter.

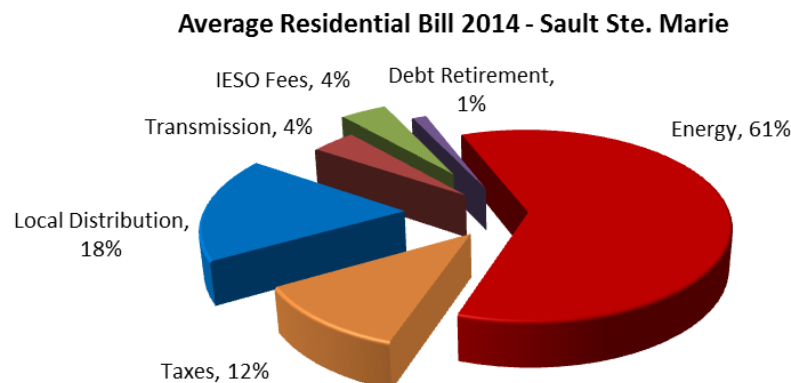
Furthermore, operations related to the other 17 service contracts managed by PUC Services outside Sault Ste. Marie for electric, water and wastewater systems remained in compliance with provincial regulations.

PUC DISTRIBUTION INC.

Electricity purchases (i.e. the energy we purchase from the IESO and embedded generators that is consumed by our customers and the distribution system) were down 3.0% in the first quarter compared to 2014. System peak demand during the first quarter was 138.4 MW which occurred in February. The 2014 first quarter peak demand was 143.2 MW which occurred in January. (All quantities are adjusted to recognize embedded generator contributions)

Distributed generation (i.e. primarily the large solar farms within the city limits) supplied approximately 10.6% of the total energy consumed by PUC customers for the quarter. As would be expected, the solar generators did not contribute in any significant way to total system demand in the first quarter, due to seasonal conditions.

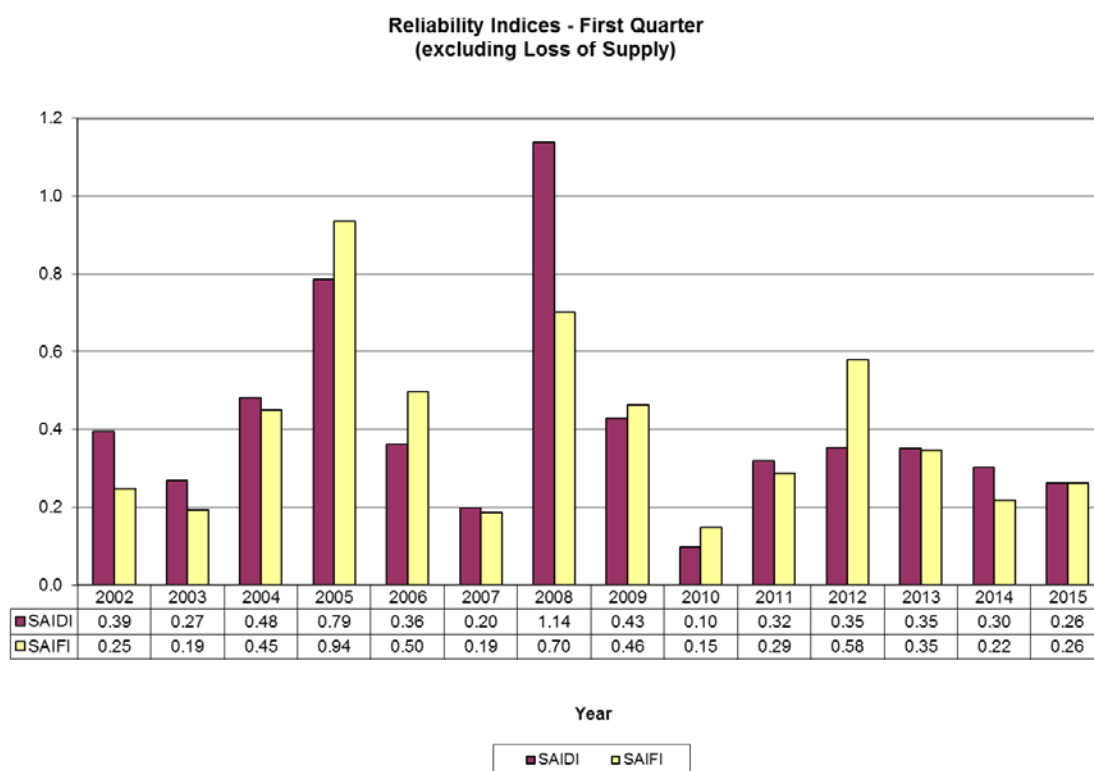
The pie chart below provides a break-down of the components that comprise the average residential electricity bill in Sault Ste. Marie as of May 1, 2014. The largest component is the Energy portion at 61% of the total bill. The only part of the bill that is retained by PUC Distribution is the “Local Distribution” charge that comprises approximately 18% of the total bill. The rest of the bill revenue is turned over to the Province.



PUC Distribution is required by the OEB to track and report service reliability indices that measure system outage statistics for the electrical distribution system. These indices include the system average interruption duration index (SAIDI), the system average interruption frequency index (SAIFI) and the customer average interruption duration index (CAIDI), which is the ratio of SAIDI to SAIFI. All planned and unplanned outages lasting more than one minute must be reported. The indices are affected by factors such as customer density, the age and condition of the distribution system, susceptibility to lightning and other weather related impacts, the speed of response by crews and the scope of the supervisory and data acquisition (SCADA) systems deployed.

Comparison of power outages from one quarter to another can vary widely, due primarily to seasonal effects. The first quarter results, when compared to prior years' first quarters seems to be consistent with continued improvement overall.

The chart below compares SAIDI and SAIFI at the end of the March since 2002.



WATER SYSTEM OPERATIONS

Metered water consumption for the first quarter decreased 8.3% compared to the first quarter of 2014. The peak day water consumption for the first quarter was 36,038 cubic meters which occurred on March 25th. Last year the peak day consumption for the first three months was 42,580 cubic meters, also occurring in March.

Each year we track the number of watermain breaks as a measure of distribution system

condition. The counting season starts November 1st each year and continues until October 31st of the following year.

For the 2015 counting year, 72 watermain breaks/leaks were repaired by the end of March. By Comparison, we had 101 breaks by end of March 2014 while the past 5 year average is 56. While the winter of 2013/2014 was the second worst year on record for watermain breaks, the winter of 2014-2015 has turned out to be extreme with respect to frozen water services. We had 197 frozen service lines by end of March compared to 246 last year.

We continued to make good progress on implementing the Water Quality Improvement Strategy throughout the first quarter. Commissioning of the equipment needed to adjust pH at the Shannon Well and inject corrosion inhibitor at all well sites and the surface water plant was completed in January. The new processes were brought online late January through February without any negative impact to customers.

Work will continue through April to bring the final process, addition of soda ash at the water treatment plant, online as well. Nonetheless, water quality in the east end of the city is not negatively impacted to any significant degree by the work at the water treatment plant. By end of March, the new treatment processes affecting the east end wells were fully deployed and functioning.

Once all the new processes are completed and properly stabilized, PUC customers should experience significant improvement in the taste and odour of the water. Furthermore the occurrence of discoloured water should be greatly reduced.

It is anticipated we will spend most of 2015 fine-tuning water chemistry, monitoring water quality and tracking customer satisfaction with the improvements. A second water quality survey will be conducted late in the year, probably late in November. The results of this follow-up survey will be used in conjunction with all other available information to assess the overall level of customer satisfaction with the improved water quality in order to help decide whether or not it is necessary to proceed with Stage 2 of the Water Quality Improvement Strategy. Stage 2 would involve the addition of ultraviolet disinfection at the wells in order to revert to the use of chloramine in the distribution system. This is costly proposition, both in terms of high capital costs and ongoing high operating costs.

Communications with City Council and all our customers regarding the project status and key milestones reached is an important element of the project implementation. Regular monthly updates have been provided to the public since April 2014 and are posted on PUC's website at www.ssmruc.com.

FINANCIAL STATUS (unaudited statements subject to year-end adjustments)

PUC Distribution's net income for the first three months of 2015 was \$1,043,748 on revenues of \$5,764,612, compared to forecasted net income of \$273,723 on projected revenues of \$4,969,143 in the budget. This was due mainly to actual revenues being up 16% from forecast. Compared to 2014 unaudited statements for the first quarter, net income was \$1,285,018, revenues were \$5,866,515 and expenses were \$4,554,413.

PUC Services had net income of \$142,467 for the first quarter, compared to a forecasted loss of \$266,465 in the 2015 budget. This was due primarily to revenues of \$4,406,820

being \$609,777 greater than budgeted. Expenses were \$193,156 over budget, primarily due to the timing of contract expenses (chemicals, lab fees, insurance, software, etc.). Net income for the first quarter of 2014 was \$76,617 on revenues of \$4,288,635.

Unconsolidated PUC Inc. revenue for the first three months of 2015 was \$537,803 which was received in the form of related party interest payments. Expenses of \$502,990 were primarily interest payable to the City. There was a net gain of \$34,813 for the first quarter. Net income for the first quarter of 2014 was a gain of \$29,991.

The Water Commission had a net operating margin of \$262,768 for the first three months on revenues of \$4,402,910 compared to a forecasted margin of \$621,662 and revenues of \$4,708,098 in the budget. This variation was due primarily to revenues being \$305,189 under projected. In comparison, revenue for the first three months of 2014 was \$4,329,147 with a net operating margin of \$401,783.

PUC
QUARTERLY FINANCIAL SUMMARIES
March 31, 2015



PUC Inc.

STATEMENT OF REVENUES AND EXPENSES

For the Quarter Ending March 31, 2015



Tuesday, June 09, 2015

	YTD Actual 2015	YTD Budget 2015	YTD Variance 2015	Annual Budget 2015
Revenue				
Interest - Related Party	537,803	479,452	58,351	1,918,576
Miscellaneous Interest	0	0	0	0
Total Revenue	537,803	479,452	58,351	1,918,576
General and Administrative Expenses	6,708	32,899	(26,191)	135,448
Interest Related Party	483,730	483,730	0	1,934,920
Interest Related Party	0	0	0	0
Payment in Lieu of Taxes	12,552	0	12,552	0
Total Expenses	502,990	516,629	(13,639)	2,070,368
Income (Loss)	34,813	(37,177)	71,991	(151,792)

PUC Distribution Inc.

STATEMENT OF REVENUES AND EXPENSES

For the Quarter Ending March 31, 2015



Tuesday, June 09, 2015

	YTD Actual 2015	YTD Budget 2015	YTD Variance 2015	Annual Budget 2015
Revenue				
Distribution Revenue	4,794,057	4,395,284	398,772	16,925,385
Miscellaneous Revenue	970,556	573,859	396,697	2,222,689
Total Revenue	5,764,612	4,969,143	795,469	19,148,074
Cost of Power				
Cost of Power Revenue	23,408,407	24,959,870	(1,551,463)	75,635,969
Cost of Power Expense	23,408,407	24,959,870	(1,551,463)	75,635,969
Net Cost of Power	0	0	(0)	1
Operating Expenses	1,100,857	1,534,659	(433,802)	5,819,316
General and Administrative Expenses	1,721,477	1,328,659	392,818	5,353,831
Depreciation	925,000	999,600	(74,600)	4,000,000
Interest Expense	751,184	832,502	(81,319)	3,331,341
Payment in Lieu of Taxes	108,914	0	108,914	0
Total Expenses	4,607,431	4,695,420	(87,989)	18,504,489
CDM Program				
CDM Revenue	0	290,676	(290,676)	1,162,807
CDM Expenses	113,432	290,676	(177,244)	1,162,807
Total CDM Program	(113,432)	0	(113,432)	0
Income (Loss)	1,043,748	273,723	770,026	643,586

PUC Services Inc.

STATEMENT OF REVENUES AND EXPENSES

For the Quarter Ending March 31, 2015



Tuesday, June 09, 2015

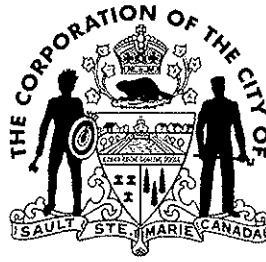
	YTD Actual 2015	YTD Budget 2015	YTD Variance 2015	Annual Budget 2015
Revenue				
Contract Revenue	1,292,771	1,183,440	109,331	5,555,460
Management Fee Revenue	2,928,705	2,527,605	401,100	10,205,278
Miscellaneous Revenue	185,344	85,998	99,347	346,000
Total Revenue	4,406,820	3,797,043	609,777	16,106,738
Operating Expenses	967,742	1,171,104	(203,361)	4,854,940
General and Administrative Expenses	2,615,534	2,306,784	308,750	8,868,751
Depreciation	475,000	499,800	(24,800)	2,000,000
Interest Expense	147,022	85,820	61,202	355,303
Payment in Lieu of Taxes	51,366	0	51,366	0
Total Expenses	4,256,664	4,063,508	193,156	16,078,994
CDM Program				
CDM Revenue	0	21,804	(21,804)	86,880
CDM Expenses	7,689	21,804	(14,116)	86,880
Total CDM Program	(7,689)	0	(7,689)	0
Income (Loss)	142,467	(266,465)	408,932	27,744

Public Utilities Commission of Sault Ste. Marie
STATEMENT OF REVENUES AND EXPENSES
For the Quarter Ending March 31, 2015



Tuesday, June 09, 2015

	YTD Actual 2015	YTD Budget 2015	YTD Variance 2015	Annual Budget 2015
Operating Revenue				
Water Sales	\$4,324,301	\$4,539,908	(\$215,607)	\$18,731,472
Miscellaneous	\$78,608	\$168,190	(\$89,582)	\$793,550
Total Operating Revenue	\$4,402,910	\$4,708,098	(\$305,189)	\$19,525,022
 Total Operating Expenses	 \$2,228,092	 \$2,133,830	 \$94,263	 \$8,800,142
Total General and Administrative Expenses	\$1,337,725	\$1,323,073	\$14,652	\$5,020,524
Depreciation	\$550,000	\$550,660	(\$660)	\$2,200,000
Interest Expense	\$24,325	\$78,914	(\$54,590)	\$315,783
Total Expenses	\$4,140,142	\$4,086,476	\$53,665	\$16,336,448
Net Operating Margin	\$262,768	\$621,622	(\$358,854)	\$3,188,574



COUNCIL REPORT

August 10, 2015

TO: Members of City Council

AUTHOR: Christian Provenzano, Mayor, on Behalf of Spending Review Committee

RE: Spending Review Committee Recommendations

PURPOSE

This report is in response to the following Council Resolution dated April 27, 2015:

Whereas Sault Ste. Marie City Council recently passed the 2015 municipal budget; and,

Whereas Council elected to utilize approximately \$2 million of surplus money and redundant reserve funds as revenue to decrease the tax levy; and

Whereas these actions when combined with expected decreases in provincial grant formulas will likely result in a \$3 million gap facing the City of Sault Ste. Marie when it begins preparations for the 2016 budget; and,

Whereas Council is aware of the need to decrease this gap as much as possible in order to minimize tax increases in 2016 and future years; and

Whereas it is understood that the whole of Council must exercise leadership and must take responsibility for providing direction to staff in order to accomplish the aforementioned objective;

Now Therefore Be It Resolved that a subcommittee of council be struck, with the Mayor and two councillors as voting members and with the following staff as resources:

- The Interim CAO/CAO
- The Commissioner of Finance and Treasurer
- The Manager of Audits and Capital Planning

And that said subcommittee, by evaluating the City budgeting process and the past experiences of comparable municipalities, shall identify appropriate methods by which a Council-led spending review of City operations and grants to outside agencies could be undertaken and report back to Council with findings and recommendations.

BACKGROUND

The committee met on 2015 06 30 in accord with the resolution above. The Commissioner of Finance and the Mayor developed a spending review proposal which was provided to the committee for its consideration. The committee was satisfied with the proposal and it was agreed that the proposal would be presented to Council for approval. The following spending review proposal is therefore being provided to Council for its review and approval:

1. Council will be engaged in the spending review through its regularly scheduled Council meetings for the remainder of the year and, if necessary, additional meetings all of which will occur prior to the 2016 budget meeting;
2. A one hour spending review will be set aside at each regular scheduled council meeting beginning with the second meeting in September and carrying through its last meeting in December as follows: September 28, Oct 13, Oct 26, Nov 9, Nov 23 and Dec 7;
3. During each one of these set reviews, a member (or multiple members depending on size of budget) of the Senior Management Team (SMT) will present on their own department's budget. The 2015 budget for that department(s) will be made available in the council materials for that meeting. Council will have the opportunity to ask questions after the presentations;
4. The Commissioner of Finance will do a presentation on City spending as a whole and the Finance Department at the first meeting, September 28, 2015.
5. A presentation template will be provided to each department to follow. The Finance Department will assist the SMT with their presentations; if required.
6. Council can add a special meeting, if it sees fit, to review allocations and spending to outside or related agencies, such as the Sault Ste. Marie Innovation Centre or EDC. Any such special meeting will also occur before the end of fiscal 2015 in preparation for fiscal 2016.

ANALYSIS

The Committee sees value in this approach for a number of reasons. The timing of it leads into the preparation of the 2016 budget. Council will also have the opportunity, prior to the 2016 budget, to assess the whole budget from a more thorough perspective. This approach allows Council to engage in a more active

oversight while respecting the responsibility delegated to the administration to manage the corporation's affairs within the policy parameters set by Council.

IMPACT

There may be an impact on the future budgets, if Council decides on alternative service levels or processes.

STRATEGIC PLAN

In accordance with Strategic Direction 2: Delivering Excellent Services, Objective 2 B: Process Management.

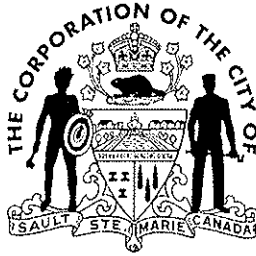
RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Mayor on behalf of the Spending Review Committee dated 2015 08 10 be received and that the recommendations therein be approved.

Respectfully submitted,

Christian Provenzano
Mayor



2014 01 20

Mayor Christian Provenzano and
Members of City Council

RE: CONFERENCES AND MAJOR SPECIAL EVENTS COMMITTEE – 2015 EVENT

PURPOSE

This report is in response to a funding request for one event for 2015, the 2015 Ontario Regional Synchronized Skating Championships.

BACKGROUND

In 2008, City Council established an annual fund in the amount of \$20,000 to provide financial support and incentive to eligible groups to facilitate hosting certain conferences and major special events coming into the City. The Conferences and Major Special Events Committee reviews requests for funding and provides a recommendation to City Council.

ANALYSIS

The committee has reviewed the funding request for this event. The funding application was received from the organizing body for this event in late 2013, however was inadvertently not considered during the committee meeting held in 2014. The event did take place in January of this year at the Essar Centre. The application met the purpose, rationale and all eligibility criteria of the policy guideline for funding as follows.

2015 Ontario Regional Synchronized Skating Championships	\$ 10,000
--	-----------

IMPACT

This item has a total cost of \$10,000 which will be funded from the 2015 funding allocation of \$20,000. At this time there are no other funding applications expected for 2015. The committee has been advised that the previously announced World Under-17 Hockey Championship will be held here in 2016 instead of 2015. After granting this funding request there will be a total of \$34,335 remaining in reserve for future allocations.

STRATEGIC PLAN

This item is not linked to current activities in the Corporate Strategic Plan.

RECOMMENDATION

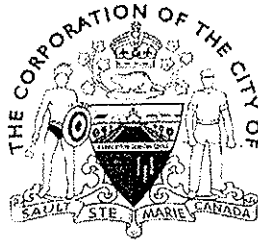
The Committee's recommendation is that Council authorize municipal financial support in the amount of \$10,000 for the 2015 Ontario Regional Synchronized Skating Championships to be funded from the 2015 Conferences and Major Special Events fund.

Respectfully submitted

Councillor Judy Hupponen, Chair
Conferences and Major Special Events Committee

Attachments

copy Ian McMillan, Executive Director, Tourism SSM



Corporation of the City of Sault Ste. Marie
Conferences and Major Special Events Policy
Application for Financial Assistance

Name of Organization: Skate Canada Algoma Region

Application Contact Person: Brenda McEwen

Organization Mailing Address: 49 Plaintree Drive
Sault Ste. Marie

Postal Code: P6B 5G9

Telephone Number (Day): 705-253-2112 Email Address: brenda.mcewen@scno.net

Application Type: Conference ☐ Major Special Event ☒

Amount Requested: \$ 10,000.00

Submit the following required attachments with application:

- A. Date of Conference/Event
- B. Conference/Event Budget
- C. Publications, Programmes and Press Articles, Other Supporting Documents
- D. Size and Reach of Event (Local; Regional; National; International)
- E. No. of Delegates and Visitor Days Involved
- F. No. of Out-of-town Attendees
- G. Extent of Media Coverage (Local; Regional; National; International)
- H. Area Facilities and Services Required

Conferences and Major Special Events Policy
Application for Financial Assistance

Terms and Conditions

The City may provide a portion of the financial assistance in advance of the event.

A holdback of funds may be required to pay for the purchase of services from the City of Sault Ste. Marie.

Funding from the City shall not be used for the purchase of alcoholic beverages.

If the event realizes a surplus, the City would expect a refund of their contribution equal to the surplus amount.

Please specify how the financial assistance will be used if approved.

Assistance to help offset the costs of renting the Essar Centre.

Essar Centre @ approx. \$2,500/day x 4 days = \$10,000

List the names of the Executive or Organizing Committee:

Name: <u>Brenda McEwen</u>	Title: <u>Director, Algoma Region</u>
Signature: _____	Date: <u>December 2, 2013</u>
Name: <u>Asima Vezina</u>	Title: <u>Committee Member</u>
Signature: _____	Date: <u>December 2, 2013</u>
Name: _____	Title: _____
Signature: _____	Date: _____
Name: _____	Title: _____
Signature: _____	Date: _____

Conferences and Major Special Event Supporting Documentation

EVENT: 2015 Ontario Regional Synchronized Skating Championships
February 12-15, 2015

A **Host Organization & Local Contact Persons:**
Skate Canada Algoma Region

B **Date, Size and Nature of Event**
February 12-15, 2015 Regional Championships

C **No of Delegates and Visitor Days Involved**
90 teams consisting of 1,500 participants
1,500 x 4 days = 6,000+ visitor days

D **Origin and Number of Out of Town Attendees**
Provincial Championships - 1,500 participants
Greater Toronto, Hamilton/Wentworth, Eastern Ontario, South Western Ontario

E **Publications, Programs, Press Articles and Other Documents:**
Sault Star
SaultToday
SooNews

F **Size and Reach of Event:**
Regional

G **Media Coverage:**
CTV
Shaw Media

H **Area Facilities and Services Required**
Essar Centre
Host Hotel, Conference Rooms and Banquet
Other Various Hotels
Restaurants
Shopping
Transportation

I **Conference/Event Budget:**
*attached

J **Letters of Support:**
*attached

K **Level of Support Requested:**
\$10,000



CircuitMonitoring™ Your Energy Management Solution

The system architecture of the CircuitMonitoring™ system is specifically designed to support resellers and customers with large portfolios on an enterprise scale and managers of large facilities. Whether you are new to more extensive granular energy data or have an existing energy dashboard, CircuitMeter™ has the right solution.

The CircuitMonitoring™ system leverages a Big Data model. We handle thousands of circuits reporting from WebMeters that aggregate the energy data in real-time. In addition to having the ability to store and retrieve large amounts of data with virtually instant response times that support very fast what-if analyses, our solution also incorporates a portal for resellers and customers, an application program interface ("API") for system to system data connectivity, and naturally, the ability to scale as WebMeters are added.

CircuitMonitoring™ Reseller Portal

Customers have access to a comprehensive dashboard through which users can easily review, analyze, create notifications and export the energy information gathered by the WebMeters. As a reseller, you will be provided a higher level of access within the system enabling you to add and manage your own customers. The CircuitMonitoring™ system automatically takes care of emailing your customer with the information to get started. As you begin managing many customers, you can easily switch from one customer account to another. At a glance, you will see a summary of your customers, total number of buildings, facilities, suites, production lines and equipment, and users (tenants).

analytics for large amounts of data that is cost effective and reliable. You will be amazed at the speed in which you can data-mine the information and how the data is aggregated. The use of Big Data is becoming a crucial way for leading companies to outperform their competition. Forward-thinking leaders are aggressively leveraging Big Data within their organization.

CircuitMonitoring™ Provides an API

Customers have access to a comprehensive dashboard through which users can easily review, analyze, create notifications and export the energy information gathered by the WebMeters. As a reseller, you will be provided a higher level of access within the system enabling you to add and manage your own customers. The CircuitMonitoring™ system automatically takes care of emailing your customer with the information to get started. As you begin managing many customers, you can easily switch from one customer account to another. At a glance, you will see a summary of your customers, total number of buildings, facilities, suites, production lines and equipment, and users (tenants).



CircuitMonitoring™ is truly Big Data

The CircuitMonitoring™ system delivers scalable analytics, using proprietary techniques that combine processing, management and

CIRCUITMONITORING™ SYSTEM FOUNDATION

Reseller Portal:

- Online system to manage your customers
- Access to knowledgebase for installation, guides, and resources
- Online ecommerce system for equipment ordering

Big Data:

- Big Data can unlock significant value by making information transparent
- Allows organisations access the transactional data for decision making

CircuitMonitoring™ API:

- Based on Representational state transfer (REST) architecture
- Full security access with authentication token
- POST requests with JSON response for data representation
- The response data response is the same as CircuitMonitoring™ pivot table
- Request for both real-time and historical data

Cloud Computing:

- Enterprise-wide portfolio management
- Eliminate continual software purchases
- Leverage infrastructure without the costs (cap-ex free)
- Single point of access for all your customers or facilities
- Increase collaboration with employees enabling them access to the data from anywhere
- Centralized security
- Better for the environment
- Improve market competitiveness

Energy Monitoring and Analytics

Building energy performance is about what happens 24 hours a day. Getting the best results for your facilities is about having the proper data and the right analysis tools. CircuitMeter provides a cost effective solution that collects energy data within your remote facilities directly from each and every energy load... straight from the circuit breaker. Upon gathering this valuable information, it is placed into a safe server location where you have full access from any standard web-browser through our cloud service.

AN INFORMATION FOUNDATION

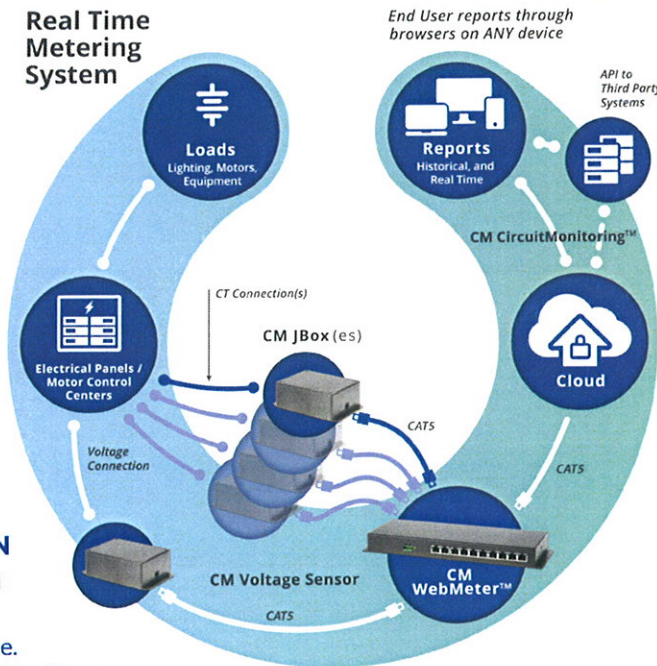
At the time of installation, just tag each circuit breaker, identifying the facility attributes, asset ID, and equipment type. Our uniquely designed WebMeter36F™ will begin gathering your energy data and sending it to our cloud servers — storing real-time data up to 24 hours and aggregating the historical data. You have the ability to view and report on the energy usage of all of your facilities from a head office view, right down to the individual equipment. The real-time data is harnessed with the notification system so that your staff is alerted when needed.

Key Features

WebMeter36F™

- 36 CTs isolated from breaker panel by JBox (from Class 1 to Class 2)
- 1 - 3 phase isolated from mains by CM-VoltageSensor
- WebMeter36F™ can connect up to 100 feet away using CAT5 cables
- Designed for easy and flexible installation
- Obtains and calculates up to 334 data points for each update, including amps, real power, consumption, power factor, voltage, reactive and apparent power, and more
- Transmits secured UDP data via IP to CircuitMonitoring™ system

Real Time Metering System



COMPONENTS OF AN INFORMATION FOUNDATION

- 1 Data Collection:
 - Circuit-level data captured with WebMeter36F™
 - Transmit data to central server in real-time
- 2 Corporate Management:
 - Hierarchical information – from Head-office to the circuit breaker
 - For finance and operational personnel
- 3 Reporting & Notifications:
 - Real-time reporting (24 hours)
 - Historic data showing trends and summaries
 - Unlimited custom reports to fit your requirements
 - 24 x 7 continuous energy tracking with email notifications for misbehaving equipment
 - Print results or export data to CSV format
 - Personalized dashboard

FOR REMOTE FACILITIES:

- Identify and compare equipment across entire portfolio by similar region, equipment type, by time or even by outside temperatures
- Notify if specific equipment (e.g. AC) has not turned on during warmer climate or specific times
- Detect intrusions by creating notifications that combine sensing lights and motion sensors
- Use the real-time analytics and notifications to minimize the need for site visits
- For multi-tenant sites, easily identify the energy by each tenant and enable tenants to self-monitor their equipment
- Remotely view real-time data of equipment
- Use analytics to assist energy audits and validate saving investment decisions
- Finally, a solution that supports your energy audits, sustainability initiatives, marketing promotions and corporate conservation

A BRIEF HISTORY OF CRIMESTOPPERS: SAULT STE. MARIE & DISTRICT OF ALGOMA

- **CRIME STOPPERS FOUNDED IN 1976 BY
DETECTIVE GREG MACALEESE IN
ALBUQUERQUE, NEW MEXICO -** A young college student was murdered. No witnesses came forward with information for the police. With the partnership of the media, Detective MacAleese presented a re-enactment of the crime. A reward for information was offered and anonymity was promised to the tipsters. Tips began to pour in and the murder was solved within seventy two hours. Crime Stoppers has since spread to more than 1100 communities worldwide.
- **1984 – Sault Ste. Marie –** the Chamber of Commerce and the City Police explored the feasibility of instituting the program in Sault Ste. Marie. Due to the rash of break-ins, broken windows and vandalism in the downtown core, the Queenstown Association revived the discussions.
- **The first meeting of Crime Stoppers of Sault Ste. Marie** was conducted on June 20, 1985. To solidify the status of the organization, bylaws were written; corporate status for the organization was obtained and we were registered as a charitable organization.

- **February 1, 1988, the program extended to include the District of Algoma; Spanish to the east; White River and Hornepayne to the northwest.**
- **January 9, 1990 – Crime Stoppers of Sault Ste. Marie and District of Algoma Inc. joined forces with the Northern International Crime Stoppers (NICS) in Sault Ste. Marie, Michigan making us the only truly international program in the world.**
- **September 1990, discussions with the then Minister of Natural Resources resulted in an agreement implementing the “Report a Poacher” program, which continues to be an effective method of protecting fish and wildlife in Ontario.**
- **June 1991, Canada Customs joined forces with Crime Stoppers providing the public with means to report large-scale smuggling.**

In order for Crime Stoppers of Sault Ste. Marie and the District of Algoma to accomplish our missions and fulfill our vision, we will focus on five primary objectives:

- 1. Communications between Law Enforcement and Media Outlets**
- 2. Resources and Assistance**
- 3. Marketing, Branding and Public Awareness**
- 4. Training and Education**
- 5. Growth and Expansion**

ADMA

Algoma District Municipal Association

September 26, 2014

**Mr. Tom Burnmaster, Vice-President
Crimestoppers of Sault Ste. Marie
And Algoma District
580 Second Line East
Sault Ste. Marie, ON P6B 4K1**

Dear Mr. Burnmaster:

Thank you for attending the Fall meeting of the Algoma District Municipal Association (ADMA) held on Saturday, September 20, 2014 in Sault Ste. Marie.

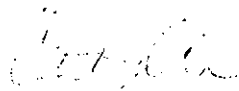
The Members of the Association appreciated the information provided regarding the mandate and activities of Crimestoppers in the Algoma District. As you may recall, the members passed a resolution to support, in principle, Crimestoppers, and requested member communities to financially support the program in the amount of \$40,000.00 per annum, calculated on a per capita basis between the member communities. I have attached a copy of the resolution, and an estimated calculation for breakdown of costs.

Each community would bring the matter to the attention of their respective councils. As you know, each community is in the midst of a Municipal election, and any financial decision may be postponed until 2015.

I will follow-up with the member communities in early 2015 to determine the status of the matter.

In the meantime, should you have any questions with respect to this matter, please feel free to contact me at your convenience.

Sincerely,



**Cathy Cyr
Executive Director**

cc ADMA members

Algoma District Municipal Association

REGULAR BUSINESS MEETING

RESOLUTION

Saturday, September 20, 2014

Resolution # 2014-	Meeting Order:
Moved by: <i>Lynn Richard</i>	Seconded by: <i>Rick Niro</i>

*mB: R. Niro
SB: K. Weber*

RESOLVED THAT The ADMTA supports, ^{in principle} ~~crime stoppers~~ and requests member com. to financially support ~~the~~ program in the amount of \$40,000 calculated on a per capita basis between the member communities.

☒	CARRIED	MEMBER LIST - SEE LIST	YES	NO
☐	DEFEATED			
☐	TABLED			
☐	RECORDED VOTE (SEE RIGHT)			
☐	PECUNIARY INTEREST DECLARED			
☐	WITHDRAWN			

<i>A.G.</i>	<i>ADP</i>
-------------	------------

**Crimestoppers
Financial Support Estimation 2014**

Tracker

Community	Population	Population %	Per Capita Rate	Rate per Community
Blind River	3,651	3.39%	\$ 0.37	\$ 1,355.40
Bruce Mines	588	0.55%	\$ 0.37	\$ 218.29
Dubreuilville	635	0.59%	\$ 0.37	\$ 235.74
Elliot Lake	11,348	10.53%	\$ 0.37	\$ 4,212.83
Hilton Beach	173	0.16%	\$ 0.37	\$ 64.22
Hilton Twp	261	0.24%	\$ 0.37	\$ 96.89
Hornepayne	1,049	0.97%	\$ 0.37	\$ 389.43
Huron Shores	1,723	1.60%	\$ 0.37	\$ 639.65
Jocelyn	246	0.23%	\$ 0.37	\$ 91.33
Johnson	583	0.54%	\$ 0.37	\$ 216.43
Laird	1,109	1.03%	\$ 0.37	\$ 411.71 <i>pd.</i>
MacDonald, Meredith & ,	1,464	1.36%	\$ 0.37	\$ 543.50
North Shore	554	0.51%	\$ 0.37	\$ 205.67
Plummer Add'l	650	0.60%	\$ 0.37	\$ 241.31
Prince	1,031	0.96%	\$ 0.37	\$ 382.75
Sault Ste Marie	75,140	69.74%	\$ 0.37	\$ 27,894.97
Spanish	740	0.69%	\$ 0.37	\$ 274.72
St Joseph	1,201	1.11%	\$ 0.37	\$ 445.86 <i>pd.</i>
Tarbutt & Tarbutt	445	0.41%	\$ 0.37	\$ 165.20
Thessalon	1,299	1.21%	\$ 0.37	\$ 482.24
Wawa	2,968	2.75%	\$ 0.37	\$ 1,101.84
White River	889	0.83%	\$ 0.37	\$ 330.03
Total	107,747	100%	\$	40,000.00

Note: Population obtained in the AMCTO 2014 Directory

Estimation Only

Audio

Sudbury city council takes \$6M out of reserves to freeze taxes

Sudbury council puts aside their own platforms, rallies behind mayor's tax freeze

CBC News Posted: Mar 05, 2015 9:23 PM ET Last Updated: Mar 06, 2015 3:47 PM ET

Sudbury residents will have a few more dollars in their bank accounts this year now that city council has passed the 2015 budget that puts a freeze on property taxes.

But there are already hints of a hike coming in 2016 and a good prospect of job losses and service cuts in the near future.

Mayor Brian Bigger was grinning after council's Thursday night meeting, seeing the 2015 budget as a campaign promise kept.

"Get us to zero — without a loss in full-time permanent jobs and without a loss of service — and I think we've done exactly that," said Bigger.

The main way council did that was by pulling \$6 million out of reserves to cover city spending for the year.

Council has now instructed staff to find that money by the end of the year, largely through cutting the city workforce, by not replacing retiring or departing employees.

Chief administrative officer Doug Nadorozny said cutting jobs will also likely have an impact on services on which Sudburians rely.

"We'll, no doubt, have to propose some adjustments to the way we deliver services with fewer people — and perhaps a different mix of contract services and staff," he said.

Change won't be 'easy'

Some changes will be more immediate, with cuts to daycare subsidies and landfill hours included in the budget.

City councillor and budget chief Mike Jakubo said the 12 councillors put aside their own platforms and rallied behind the mayor's tax freeze.

"What we've been elected to do is be the change that the people of Greater Sudbury want us to be," he said. "And no one ever said that change would be easy."

The hard decisions are really still to come and will come throughout the year with staff promising regular progress reports on how they're meeting the "\$6 million challenge."

This will all set the stage for the 2016 budget talks, which staff say they'll start preparing for today and are scheduled to happen by the end of this year.

Bigger had promised a tax freeze in his first year in office — with no layoffs and no service cuts — but at last night's meeting he said that it will be a different plan for 2016, with no promise of a tax freeze and a tighter focus on what services the city provides.

Bigger said he's confident staff will find the \$6 million by the end of the year, but said it won't be too critical if they fall short.

"It's a continuous process, regardless of whether it's 2015 budget or 2016 budget or 2017 budget."

The 2015 Budget decisions

What's in:

- \$110 million in infrastructure and capital spending, which is an increase over the \$95 million spent in 2014, including \$45 million for roads.
- \$18,906 for one-year trial of transit service to St. Gabriel's Villa nursing home in Chelmsford, funded from provincial gas tax reserve.
- \$4 million Flour Mill flood proofing plan will be on the to-do list for 2015, with funding to come from reserves and future financing.
- \$30,000 per year for next four years for Junction Creek Stewardship Committee.
- ✱ • **\$50,000 in permanent annual funding to Sudbury Crime Stoppers.**
- \$200,000 in permanent annual funding to the Art Gallery of Sudbury.
- \$26,000 for swing sets commemorating fallen miners Jordan Fram and Jason Chenier.
- \$213,600 top up for watershed study reserve fund to bring it up to \$250,000 per year.
- \$500,000 worth of cycling infrastructure to come out of reserves for 2015 and then pledge of \$800,000 in permanent funding after that.
- \$50,000 in transit wayfinding for maps and other help in getting around the city on the bus
- \$20,000 will be saved by no longer accepting leaf and yard waste in plastic bags as of July 1.
- \$25,000 for an employee suggestion program
- \$150,000 for doctor recruitment
- \$20,000 grant for Sudbury Action Centre for Youth
- \$20,000 grant to Rayside-Balfour Youth Centre
- \$162,300 for upgrades to trails in city parks
- \$80,000 remains in the budget to keep the fall tipping fee holiday week at city landfills
- \$5,131 annual increase to councillor salaries

What's out

- \$25,648 that was used to second a city employee to coordinate the United Way fundraising campaign at Tom Davies Square. Will now be done by a volunteer.
- \$500,000 records management system
- \$95,000 for Rock of Fame attraction proposed for the downtown
- \$500,000 in improvements to Grace Hartman Amphitheatre
- \$1.2 million for servicing industrial parks, including the Elisabella Street area, plus another \$800,000 from industrial land strategy
- \$60,000 to cut hours at reuse store at Sudbury landfill
- \$734,000 cut from capital and infrastructure spending for all departments
- \$19,204 in increased economic development grants
- Hours at the Whitefish landfill transfer station have been cut to save \$66,798
- \$250,000 in early development/school readiness child care subsidy
- \$1 million out of budget to hire contractors to help with water main breaks
- \$567,000 worth of water and sewer infrastructure projects

What's still to come

- Council has set target of \$250,000 in new revenue to come from selling advertising at outdoor rinks, soccer fields and other city facilities.
- Staff have been instructed to sell \$1 million worth of city properties by the end of 2015.

CRIME STOPPERS

SAULT STE. MARIE & ALGOMA DISTRICT

30TH ANNIVERSARY

Table of Contents

A LETTER FROM THE BOARD OF DIRECTORS	2
WHAT IS CRIME STOPPERS?	3
WHAT DOES CRIME STOPPERS DO?	3
WHO CALLS CRIME STOPPERS?	3
WHY IT WORKS.....	4
HOW DOES IT WORK?.....	4
CRIME STOPPERS IS IN A UNIQUE POSITION	5
CRIME STOPPERS FUNDING	6
COMMUNITY INVOLVEMENT	7
PARTNERS WITH THE CITY	8
BOARD BIOGRAPHY	9

CRIME STOPPERS OF SAULT STE. MARIE & ALGOMA DISTRICT

580 Second Line East

Sault Ste. Marie, ON P6B 4K1

Phone: (705) 949-6300 ext. 211

Fax: (705) 759-7354

Email: info@saultcrimestoppers.com

www.saultcrimestoppers.com

Board of Directors

Len Bailey
President

Tom Burmaster
Vice-President

Anita Paci
Executive Secretary
Treasurer

Rob Scott
Past President

Sharon Coutu
Director

Karen Beauchamp
Director

Alana Kenopic
Director

Robin Kerr
Director

Debbie Jo Linklater
Director

Stephanie Parniak
Director

Carmine Biasucci
Director

Andy Kozak
Director

Margaret McMillan
District Member
White River

Cst. Henry Jin
Coordinator
Sault Ste. Marie Police Service

Cst. Monique Baker
Coordinator
Ontario Provincial Police

Kendra-Lynn Addison
Administrative Assistant

September 15, 2014

Algoma District Municipal Association

Ladies and gentlemen:

Mission Statement

"Crime Stoppers is a partnership of the public, police and media which provides the community with a proactive Program to anonymously assist in solving crime and contributing to an improvement of life".

Crime Stoppers is a not-for-profit community-based programme involving the co-operative efforts of the community, the media and the police in the fight against crime. Crime Stoppers encourages the public to call with information concerning crimes that have been committed, are being committed or are about to be committed. Crime Stoppers has become an invaluable tool to Ontario Police Services. It is based on the simple principle that for every crime committed, someone other than the criminal has information that might solve it.

As one looks back at the past thirty years, the dynamics have changed locally and within the district. Where we once could ensure that there would be at least one full time police co-ordinator in the office at all times to receive tips as they were called in, we must now contend with the fact that the co-ordinators are present on a part time basis only. Shrinking police budgets, more demands on the policing services without any increase to manpower and increased costs in policing are all issues that have created the necessity for redeployment of existing manpower within the various police services.

How can you, the elected officials of the municipalities and townships of the District of Algoma help? I would first point out that Crime Stoppers saves the district money. Second, even though we are recognized as a charity, we are not your typical one. A financial charitable contribution from the communities within the District of Algoma does in fact pay a return to those communities in reduced policing costs. How you ask. Simply:

- A crime occurs one evening
- A tip comes in the very night of the crime
- The tip is in regards to someone that is not even a suspect
- The crime is solved and the person is charged with very little time and very few resources being utilized.

This happens!

Cases that take days, weeks, months and sometimes even years to investigate create a significant cost to taxpayers and in some instances are never solved.

The importance of Crime Stoppers could not have been better phrased than from the quote of Thomas B. O'Grady, retired Ontario Provincial Police Commissioner and former member of the Canadian Association of Chiefs of Police. He stated:

"Fingerprinting, the relevance of DNA and Crime Stoppers are the top three innovations in modern-day policing".

- Crime Stoppers is a non-profit charity
- We are not part of any Police Service
- We do not receive government funding to operate

On behalf of the Board of Directors of the Sault Ste. Marie and District of Algoma Crime Stoppers I respectfully submit a request for your consideration into an annual contribution of \$40,000. If we are unable to continue to operate at current levels it will cost communities and councils money.

To accomplish our mission and fulfill our vision, we will continue to focus on five primary objectives:

- Maintain communications between Law Enforcement and Media Outlets
- Resources and Assistance
- Marketing, Branding and Public Awareness
- Training and Education
- Growth and Expansion

Yours truly,

G. T. Burmaster, 
Board of Directors
Sault Ste. Marie & District of Algoma Crime Stoppers

Crime Stoppers is celebrating 30 years of fighting crime in Sault Ste. Marie and Algoma District *and we need your help!*

“The Crime Stoppers program has been a long-standing and successful program supported by the Sault Ste. Marie Police Service. We are proud partners in community safety with Crime Stoppers. Police cannot solve all crime on their own and we rely on the citizens of our community to step forward and assist where possible.” Chief Robert Keetch, Sault Ste. Marie Police Service

WHAT IS CRIME STOPPERS?

Crime Stoppers is a **non-profit community program** involving the co-operative efforts of three partners.

- **citizens of the community** - to fundraise, raise awareness and provide the tips
- **the police** - to promote awareness of the program and to investigate the tips
- **the media** - to raise awareness and to publicize unsolved crimes

The program cannot succeed if one of these partners is missing.

Crime Stoppers is a non-profit organization run by a volunteer Board of Directors. We are not part of the Police Service and do not receive funding from the police budget.

WHAT DOES CRIME STOPPERS DO?

Crime Stoppers takes tips from people who wish to remain anonymous and who have information to solve crimes already committed or which are about to occur. We also take tips concerning the whereabouts of wanted or missing persons and narcotics or stolen property. Our website allows tipsters to submit a tip on-line and even take part in a two way exchange with a Police Coordinator while still remaining anonymous. We also offer secure methods to submit tips via text message. Crime Stoppers encourages citizens to get involved in making their community safer while remaining anonymous.

Coordinators pass information received on to law enforcement agencies to investigate. Your local Crime Stoppers works with:

- Ontario Provincial Police
- Sault Ste. Marie Police Service
- First Nations Police Services
- Royal Canadian Mounted Police
- Other agencies such as Ministry of Natural Resources, Ontario Works, Canada Revenue Agency, Children's Aid Society, Humane Society, Canadian Border Services, Northern International Crime Stoppers, etc.

WHO CALLS CRIME STOPPERS?

- Concerned citizens who realize that crime costs/affects everyone
- People who don't want to or can't call police (safety reasons)

- Concerned family members
- People who want to help but don't want to go to court
- People who probably wouldn't get involved but want the reward

In many cases, people are hesitant to contact the police fearing retaliation from the criminal. Crime Stoppers recognizes the reluctance of many citizens to become personally involved and guarantees anonymity to those who provide information. Because Crime Stoppers *does not know who the tipster is*, it is impossible to divulge their identity. By guaranteeing anonymity to tipsters, we remove the fear of reprisal.

WHY IT WORKS

- All tipsters are anonymous—this is the **cornerstone** of Crime Stoppers
- Tipsters are never asked to provide personal information and never have to appear in court
- The computer database is owned by Crime Stoppers not the Police and all tips are the property of Crime Stoppers
- No Call Display, no Call Trace, no *69 capability and no recordings
- IP addresses are not available to us
- We never give specifics about what crimes we help solve in case it would put the tipster at risk
- Operates 24 hours per day, 7 days per week

Some people want to do the right thing but don't want to get involved. We offer complete anonymity. Tipsters never have to give their name nor do they ever have to go to court. We overcome apathy by offering a cash reward of up to \$2000.

HOW DOES IT WORK?

Tipsters are given a random confidential code and can in the future; check on the status of their information **only by providing the Coordinator with their code number**. If an arrest is made or property/drugs are recovered, the tipster is eligible for a cash reward of up to \$2000. The Police Coordinators notify the Board of Directors of the success of the tip at their monthly meetings and the Directors determine the reward amount (based on many things such drugs or property recovered, the number of arrests, the number of charges, the severity of the crime, risk to the tipster, were weapons recovered and many other facts). The reward is left under the code number at a pre-arranged secure location for the tipster to pick up at their convenience.

Crime Stoppers of Sault Ste. Marie & Algoma District is run by a volunteer board of up to 12 Directors who are responsible for setting policy, raising funds, promoting the program and determining and paying out rewards. There are no law enforcement, justices or elected officials on the Board.

Cst. Henry Jin from Sault Ste. Marie Police Service and Cst. Monique Baker from Ontario Provincial Police are the Police Coordinators currently assigned to our local Program. The Police Coordinators are responsible for the day to day operation of the Program, taking tips and disseminating them to the appropriate agencies for investigation. They act as liaisons between the tipster and law enforcement. They also act as liaisons between the police, the media and the Board of Directors and assist with raising awareness of the organization in the community.

SOMETIMES IT PLAYS OUT IDEALLY!

A crime occurs one evening (this could be a drug deal, a homicide, a robbery, an assault, arson or any other crime). A tip comes in the very night of the crime. The tip names somebody that is not even a suspect. Investigators solve the crime and charges are laid with very little time and very few resources utilized. ***This happens! Without Crime Stoppers these cases would have cost taxpayers significantly more to solve and in some situations may never have been solved at all.***

CRIME STOPPERS IS IN A UNIQUE POSITION

We cannot advertise our successes by telling the stories of crimes we have solved except in general terms in order to avoid inadvertently putting a tipster at risk – they might be the only person who could have known the specific facts divulged in the tip and making the tip public could cost a life.

As a result all we can provide to the community is our statistics. Although the numbers are impressive they do not evoke the emotional response that a story about how we solved a particular crime that upset the community would. Therefore it is difficult to encourage donations from individuals in our community to support our programs. If we were able to tell citizens about the particulars of crimes that we have assisted in solving we would truly touch their hearts and encouraging donations would be so easy.

We can't say, "we were responsible for the arrest of a drug dealer who was selling drugs in your children's school" or "we assisted in solving that arson or those robberies in your neighbourhood", etc.

However we are proud that over the years, Crime Stoppers of Sault Ste. Marie & Algoma District has had a direct involvement in helping solve crimes such as homicides, major arsons and many robberies among countless others.

AND IT WORKS! IT WORKS REALLY WELL! LOOK AT WHAT WE HAVE ACCOMPLISHED!

LOCAL CRIME STOPPERS PROGRAM (JUNE 20, 1985 TO PRESENT)

Arrests	4,032
Cases Cleared	2,321
Rewards Paid	\$356,158
Arson Loss Value	\$3,459,522
Property Recovered	\$3,459,881.50
Drugs Seized	<u>\$6,514,881.50</u>

TOTAL RECOVERED - \$9,974,403.50

PROVINCIAL CRIME STOPPERS (38 PROGRAMS)

Arrests	118,594
Cases Cleared	131,168
Rewards Paid	\$8,026,793

Arson Loss Value	\$13,728,479
Property Recovered	\$305,717,497
Drugs Seized	<u>\$1,731,717,691</u>

TOTAL RECOVERED - \$2,037,435,188

CANADIAN CRIME STOPPERS

Arrests	189,969
Cases Cleared	328,911
Rewards Paid	\$13,996,765
Arson Loss Value	\$39,940,180
Property Recovered	\$511,020,103
Drugs Seized	<u>\$3,336,885,250</u>

TOTAL RECOVERED - \$3,847,905,353

Remember that these stats represent only cases where rewards were approved and do *not* take into account:

- Cases where the police have a suspect but not enough information to get a warrant and where a new tip (or tips on file) provide additional details which assist in successful warrant applications.
- Crimes that are solved due to our "Crime of the Week" or "Wanted Wednesday" where the actual tip/report does not come in through Crime Stoppers.
- Tips that provide "intel" that does not result in an arrest initially but could turn out to be important in an ongoing investigation.
- Tips such as "Bullying" where sometimes no charges are laid; the issue is dealt with by the School.

CRIME STOPPERS FUNDING

We are not looking for a free ride. We are asking that you join us in our efforts. We work very hard as a Board of Directors to be self-sufficient and try to raise our own funds, however, *we cannot tell people that our tips solved a particular homicide or arson or series of robberies as telling could put the tipster at risk. This creates additional challenges when fundraising because we can only give numbers, not a heartwarming story.*

FUNDRAISING EFFORTS INCLUDE AMONG OTHER THINGS:

1. Letter Campaigns
2. The Great Algoma Lock Up
3. The Fire Truck Pull

4. Poinsettia Sales
5. Community Shredding Fundraiser/Electronic Recycling
6. Court Order Donations
7. Custom Kitchen & Appliances Draw
8. Nevada Tickets
9. Applying for grants
10. Selling Crime Stoppers Product (Anonymoose Toys, Hunting Hats)

Despite these efforts we are still having difficulty raising enough money. With limited funds our crime prevention and awareness efforts are greatly impacted. Awareness is key so that citizens know that Crime Stoppers is a safe place to call to report illegal activity, remain anonymous and never have to go to court. This is achieved by Crime Stoppers participating in community events and working with the public to provide information that is easily accessible. Reduced funds also mean that we are limited in our ability to work with community organizations in crime prevention initiatives.

COMMUNITY INVOLVEMENT

Crime Stoppers works with many community agencies in varied areas of concern to help community members address crime.

1. Presentations to high school student as well as working with the high school liaison and the principle to promote the program with in the schools.
2. Presentations to community businesses and service clubs.
3. Crime of the Week initiative
4. Wanted Wednesday initiative
5. Crime Stoppers Community Patrol

PARTNERS WITH THE CITY

Crime Stoppers considers itself to be a partner with the City of Sault Ste. Marie and the District of Algoma. When you make a financial contribution to Crime Stoppers, there is ***an absolute reduction in the cost of policing.*** There is a payback!

But if for any reason, Crime Stoppers cannot provide tips to the police, then investigations will take longer; in some cases months and years. Months and years cost money; other investigations get backed up; other police work gets backed up and we will have moved one step away from the "Safe Community" model we have committed to and it will only be a matter of time before the Police Service comes forward requesting additional funding for policing this community.

The police are one piece of the solution to crime in our city. The police enforce the law *but the police can't be everywhere.*

Crime Stoppers is about the community realizing that we hold many of the solutions to crime in our neighbourhoods. The community must *step up* and be part of the solution. Crime Stoppers provides the community with one way to step up and make our communities safer.

Crime Stoppers is asking that the City consider an *annual donation* to us of \$40,000 and *that you look at it not as an outflow of money, but rather as a prudent investment in a tool that greatly reduces the cost of policing in our city and district.*

"Crime Stoppers is the epitome of Community Mobilization and has proven to be a successful partnership between the community and the police agencies in Ontario for 31 years." Sgt. Monica Harris, Crime Stoppers Provincial Coordinator, Ontario Provincial Police

"No one individual or service can do it all. Crime Stoppers highlights the strength when community partners engage with police. In 2015, Crime Stoppers of Sault Ste. Marie and Algoma District will celebrate a 30 year strong partnership working towards a safer healthier community." S/Sgt. Dan Esposto, Detachment Commander, Ontario Provincial Police, Sault Ste. Marie Detachment.

Let's work together to keep it that way!

BOARD OF DIRECTORS
SAULT STE. MARIE/DISTRICT OF ALGOMA CRIME STOPPERS
2015 -2016

LEONARD BAILEY – Co-founder of the Crime Stoppers program in Sault Ste. Marie – 1985

- Retired police officer of the Sault Ste. Marie Police Service
- Current Chair of the Board of Directors
- Life Member of the Crime Stoppers Board since 1997

TOM BURMASTER – Retired police officer of the Sault Ste. Marie Police Service

- Current Vice-Chair of the Board of Directors
- Provincial Chair of the Board of Directors of arrive alive/ DRIVE SOBER – formerly the Ontario Community Council on Impaired Driving. (OCCID)
- Member of the Crime Stoppers Board since 2010

ANITA PACI

- Executive Secretary/Treasurer of the Board of Directors
- Member of the Board of Directors of son's hockey League
- Member of the Crime Stoppers Board since 2002

SHARON COUTU

- Chair of our Fundraising Committee
- Member of the Crime Stoppers Board since 2002

**KAREN
BEAUCHAMP**

- Retired elementary school teacher
- Member of the Crime Stoppers Board since 2007

- ALANA TURCO**
- Recipient of the Sault Ste. Marie Achievement Award for her development of the Sault Senior Safety Program and the successful grant proposal that helped in financing the program
 - Has held the position as a job search recruiter for major companies in Southern Ontario
 - Has her teacher's qualifications
 - Member of the Crime Stoppers Board since 2012
- ROBIN KERR**
- Executive Director for Victim Services of Algoma
 - Sits as a member of Algoma Council on Domestic Violence Committee; the Sexual Assault Care Centre Advisory Committee and the Bruce Mines and Johnson Township Police Services Board
 - Facilitates workshops on the roles and responsibilities of Board members sponsored by the United Way
 - Member of the Crime Stoppers Board since 2012
- STEPHANIE PARNIAK**
- Chaplaincy Leader/Teacher with the HSCDSB
 - Chairperson of the HSCDSB Focus on Faith Community
 - Works under contract for the Ontario Ministry of Education and the Ontario English Catholic Teachers Association
 - Member of the Crime Stoppers Board since 2013
- CARMEN BIASUCCI**
- General Manager and Administrative Assistant to MPP
 - Owner of Wireless com.ca Inc assisting in Public Relations and promotion of the organization
 - Member of the Crime Stoppers Board since 2013
- ANDY KOZAK**
- Retired from the Federal Government – Canada Border Services Intelligence Unit
 - Became affiliated with Crime Stoppers in 1991 when Canada Customs joined forces with Crime Stoppers
 - Member of Crime Stoppers Board since 2014
- CARL FALLS**
- Retired from Algoma Steel
 - Valuable experience sitting on numerous Boards in Aweres Township
 - Member of the Crime Stoppers Board 2015

CORPORATE POLICY AND PROCEDURE



POLICY **Public Art Policy**
 REVISION DATE **July 9, 2014**

POLICY STATEMENT

The City of Guelph recognizes that art in Public Spaces is a valuable asset that enhances the quality of life for its citizens, strengthens community pride, improves the aesthetic of the public environment, and contributes to the City's cultural aspirations, social well-being and economic vitality. Through Public Art we celebrate our culture and heritage, reflect our diversity, express shared values and define our unique identity. Public Art advances the City's strategic goal to build a well-designed and appealing City that supports the four pillars of sustainability and engages the community.

PURPOSE

The purpose of this Public Art Policy is to:

- i. Establish, for the City, a standardized and transparent process for the selection, acquisition, maintenance and de-accession of Public Art; and
- ii. Provide, for the City, a sustainable funding model for the management of Public Art.

DEFINITIONS

Acquisition refers to the process of accepting an artistic work into the City's collection of Public Art.

Artist refers to the designer/creator of an artistic work and can include, but is not limited to, a professional artist, graphic designer, collaborative team, architect, or landscape designer.

Borrowed refers to an artistic work that is borrowed by the City, through a loan agreement, for a defined period of time from a lender who owns and retains ownership of the artistic work.

Community Art refers to an artistic work created collaboratively between an artist and an identified community. Community members actively participate in the creation of the artistic work. The artistic process is of equal importance to the artistic product.

De-accession refers to the process of removing an artistic work from the City's collection of Public Art.

Owned refers to an artistic work that is owned by the City for the benefit of this and future generations.

Public Art refers to artistic works that are created by Artists and acquired by the City with the specific intention of being sited on or staged in Public Space. Such artistic works may be Owned or Borrowed, and may be characterized as aesthetic, functional, interactive, or any combination thereof, and created using any material or any combination of media, including but not limited to sculptures, water features, paintings, drawings, textiles, furnishings, installations, and kinetic works.

Murals and other artistic works that do not leave a lasting record of their creation are considered temporary art, and are not subject to this Policy. Furnishings, such as benches, light standards, and signage, are not subject to this policy unless a design component is commissioned. Museum, library and archival collections, commemorative plaques and memorials fall under other City policies, and are therefore not subject to this Policy.

Public Art Committee refers to the committee described in Section 1.1 of this Policy.

Public Art Operational Plan refers to a plan developed and managed jointly by staff of the Community & Social Services and Planning, Building, Engineering & Environmental Services and Finance & Enterprise Service Areas to parallel this Policy and to recommend a practical implementation strategy for Public Art. In addition to identifying and prioritizing locations throughout the City where Public Art may be situated, the Plan will make recommendations regarding themes and materials based on an assessment of the current inventory of Public Art and will serve as the first stage in the development of a more detailed and longer-term Public Art master plan.

Public Space refers to space available for use by the public, and can include, but is not limited to, parks, boulevards, trail systems, open spaces, waterways, roads, bridges, gateways, street spaces, civic squares and exterior and interior public areas associated with buildings or structures owned, operated, occupied or used by or for the City.

PROCEDURE

1. Roles

The management of Public Art is a consultative process involving multiple participants, including community representatives, City staff and City Council.

1.1 Role of Public Art Committee

A Public Art Committee will be established as a standing subcommittee of the City's Cultural Advisory Committee. The Public Art Committee will:

- i. advise on the implementation of this Policy through the Cultural Advisory Committee;
- ii. review proposed project scope and terms of reference for each new Public Art project;
- iii. ensure application of established procedures and guidelines for each selection process;
- iv. advise and promote communication and outreach of this Policy to the community;

COUNCIL POLICY RESOLUTION

POLICY NUMBER: I-816

DATE: December 8, 2008

POLICY TYPE: FINANCIAL

SUBJECT: PUBLIC ART POLICY

POLICY CONTENT:

1.0 PURPOSE

Kitchener is a vibrant community where the best forms of public art explore our diversity, tell our stories, and welcome artists to use creativity and imagination to make our public spaces landmarks and gathering places.

The goal of the public art policy is to contribute to the City's cultural identity and its strategic priorities. Better quality of life, increased social cohesion, good urban design, broad community involvement, increased potential for economic development and public access to the arts are some of the intended benefits.

2.0 SCOPE

- 2.1 The policy serves the City of Kitchener's many neighbourhoods. It supports the development of partnerships with the general public, the arts community and arts service organizations, and with institutional and private sector partners.
- 2.2 Two citizen advisory committees are directly involved in the public art program: the Arts and Culture Advisory Committee and the Public Art Working Group.
- 2.3 The policy affects the following City departments: Economic Development, Finance, Legal, Facilities Management, Community Services, and Development and Technical Services (Planning, Engineering). The Arts and Culture Unit, Community Services Department, is primarily responsible for policy implementation.

2.0 SCOPE, CONT'D

2.4 The policy governs programming which results in the permanent acquisition and/or temporary display of public artworks. Program funding derives from a one percent allocation applied to civic projects with construction budgets over \$100,000. The municipal public art collection develops through this program.

2.5 The policy does not govern programming under the Industrial Artifacts Project title, nor the Artist-in-Residence program.

3.0 DEFINITION

Public Art: original art works, permanent or temporary, in any medium or discipline, placed, incorporated or performed in publicly accessible indoor or outdoor locations in response to the site and for the benefit of the public.

For the purposes of this policy, Public Art does not include plaques, archival collections or heritage assets already supported by other budgets, committees and policies.

4.0 POLICY

4.1 Through the public art program, the City acquires art works of excellent quality for the purpose of permanent or temporary displays in public places such as civic buildings, civic plazas, streetscapes, and open spaces (parks, trails).

4.2 A master plan for public art contains strategies for the best use of funding and preferred sites based on specific criteria. Criteria for preferred public art sites and art works include high visibility locations and appropriate scale, ease of public access, relevance to the community, ease of maintenance, consistency with the City's Urban Design Guidelines and Neighbourhood Design Guidelines, quality of the art work, budget considerations and equitable distribution of sites throughout the City.

4.3 One percent of the costs of civic projects with construction budgets in excess of \$100,000 are allocated to a consolidated public art capital account. The maximum allocation at the one percent contribution is \$300,000.

NETWORK

ABOUT THE NETWORK

GET INVOLVED

NETWORK ACTIVITIES

PUBLICATIONS

CAREER DEVELOPMENT

RESEARCH HUB

Municipal Cultural Planning

Municipal Cultural Mapping

Culture and Heritage
Engagement

Culture-Led Economic
Development

Community Building

Cultural Tourism

Cultural Districts

Cultural Facilities

Festivals and Special Events

Heritage

Public Art

Sustainability

Urban and Rural Studies

Glossary

MEMBERS' PORTAL

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Happy Friday from CCNC! Are you excited for the long weekend? We sure are. Don't forget, our early-bird...
[fb.me/30P5p3Fzj](#)
about 3 days ago

Sculptures along Highway 11 pay tribute to Saskatchewan Metis culture [fb.me/7eUc2pBRI](#)
about 3 days ago

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Public Art

Resources related to Public Art policy and planning

Policies, Programs & Practices

[City of St. Albert, Public Art Policy \[PDF\] - 123KB](#)

[City of Burlington, ON – Art in Public Spaces Policy \[PDF\] - 176KB](#)

The Art in Public Spaces Policy, approved by City Council in November 2003, provides guidelines for the selection, acquisition and/or display of art by the City of Burlington, and authorizes a Public Art Citizens Advisory Committee to play a key role in the public art process. Subsequent to the approval of this Policy, City Council approved the establishment of a public art reserve fund and allocated \$25,000 in seed money to the fund. November 2003.

[City of Calgary, AB – Public Art Program](#)

January 2007. Public Art Program.

[City of Calgary, AB – Public Art Policy and Operations Guidelines \[PDF\] - 246KB](#)

December 2003. Public Art Policy and Operation Guidelines.

[Township of Esquimalt, BC – Public Art Policy \[PDF\] - 273KB](#)

The Township of Esquimalt (population 17,000) is a neighbouring community of Victoria and part of the Capital Regional District. Following a year-long process of public consultation, supported by staff of the Municipal Planning Department, a Public Art Policy for the Township of Esquimalt was approved in 2002.

[Town of Gibsons, BC – Public Art in Public Places - Policy and Procedure Manual \[PDF\] - 184KB](#)

[City of Kelowna, BC – Guidelines for Private Donation of Public Artwork to the City of Kelowna \[PDF\] - 81KB](#)

Kelowna Public Art Committee.

[City of Kitchener, ON – Public Art Policy \[PDF\] - 33KB](#)

The goal of the public art policy is to contribute to the City's cultural identity and its strategic priorities. Better quality of life, increased social cohesion, good urban design, broad community involvement, increased potential for economic development and public access to the arts are some of the intended benefits. December 8, 2008.

[City of London, ON – Appendix A \[PDF\] - 3466KB](#)

Appendix A of Creative City Task Force report, released April 2005. Draft.

[City of London, ON – Public art policy \(Draft\) \[PDF\] - 2695KB](#)

Creative City Task Force report.

[City of Markham, ON – Public Art Policy - Markham Municipal Projects \[PDF\] - 874KB](#)

2012. This policy is established to direct the integration of public art into public places in Markham through a well-administered and appropriately funded public art program. Public art is considered to be a key component to the uniqueness and identity of a municipality. A strong policy designed specifically for Markham will ensure a valuable public art program that integrates with our environment and is relevant to Markham.

[City of Markham, ON – Public Art Policy - Private Sector \[PDF\] - 452KB](#)

2012. This policy is established to direct the integration of public art into privately owned public places in Markham. Public art is considered to be a key component to the

IMAGE GALLERY



Maintenance, Public Art Education and Promotion, and Public Art Fundraising. Public art policy [2003].

City of Richmond, BC - Public Art Program

The Richmond Public Art Program, endorsed by City Council in 1997, sets a framework for creating opportunities for people to experience art in everyday life and for artists and the community to participate in the design, look, and feel of our city. The Program consists of three distinct initiatives: civic projects, private sector, and community.

Town of Richmond Hill, ON - Public Art Policy [PDF] - 4675KB

Town of Richmond Hill. Public Art Policy. June 2012.

City of St. Catharines, ON - Public Art Advisory Committee - Terms of Reference [PDF] - 131KB 2004.

City of St. John's, NL - Public Art Program [PDF] - 132KB

The City of St. John's Public Art Program consists of goals, definitions, policies, and procedures relating to the acquisition, maintenance, funding, and promotion of public art. 2002.

Municipality of Sioux Lookout, ON - Public Art Policy [PDF] - 356KB

September 2010. The Corporation of the Municipality of Sioux Lookout [the Municipality] recognizes the value of art in public places that reflects the diversity of our community, provides unique attractions for citizens and visitors, and strengthens community pride. Public art will contribute to our unique community identity by affirming a sense of place, strengthening connections between people and place, celebrating the social, historical, cultural and natural environment, and enhancing our economic vibrancy.

City of Surrey, BC - Public Art Program Evaluation [PDF] - 317KB

An evaluation process to measure the City of Surrey's Public Art Program.

City of Surrey, BC - Public Art Policy & Terms of Reference [PDF] - 88KB 2004.

City of Thunder Bay, ON - Public Art

Thunder Bay is renowned for being one of the initial municipalities in Canada to recognize the value of Public Art. A Policy outlining the definition, value and administration of Public Art has existed since 1988.

City of Toronto, ON - Percent for Public Art Guidelines [PDF] - 4991KB

Approved June 2006.

City of Toronto, ON - Art Committee for Public Places: Terms of reference [PDF] - 72KB For public art on City-owned land.

City of Toronto, ON - Percent for public art program

City of Vancouver, BC - Public art program

In 1990, Vancouver City Council adopted a program that provides for public and private-sector funding of public art. The Public Art Program seeks to incorporate contemporary art practices into city planning and development, and encourages art-making of many kinds, from single-artist commissions to collaborations with engineers, architects, and neighborhood groups.

City of Victoria, BC - Art in Public Places Policy [PDF] - 129KB 2010.

City of Victoria, BC - Implementation Procedures and Guidelines [PDF] - 147KB Art in Public Places Policy. 2010.

Region of Waterloo, ON - Public art policy [PDF] - 154KB

The first public art policy for the Regional Municipality of Waterloo, adopted in 2002.

City of Windsor, ON - Public art policy [PDF] - 158KB

On November 1, 2005, Windsor City Council voted to create a new Department of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-134

AGREEMENT: (L1.16(7)) A by-law to authorize the execution of an inter-municipal agreement between the City and the Municipal Partners for the provision of Provincial Offences administration, revenue sharing and prosecutorial services.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF 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 March 23, 2015 between the City and the Municipal Partners for the provision of Provincial Offences administration, revenue sharing and prosecutorial services, 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 10th day of August, 2015.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

SECOND INTER-MUNICIPAL AGREEMENT RENEWAL

THIS RENEWAL made this 23rd day of March, 2015.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter referred to as “the City”

-and-

THE MUNICIPAL PARTNERS BEING:

**The Town of Bruce Mines
The Township of Hilton
The Municipality of Huron Shores
The Township of Johnson
The Township of MacDonald, Meredith & Aberdeen Additional
The Township of Plummer Additional
The Township of Dubreuilville
The Village of Hilton Beach
Township of Jocelyn
The Township of Laird
The Township of Michipicoten Now the Municipality of Wawa
The Township of Prince
The Township of St. Joseph
The Corporation of the Town of Thessalon
The Township of Tarbutt & Tarbutt Additional
The Township of White River
Garden River First Nation
Batchewana First Nation of Ojibways**

Hereinafter referred to as “Municipal Partners”

WHEREAS an Inter-Municipal Service Agreement dated May 14, 2001 (the “Agreement”) was made between the City and the Municipal Partners in support of a Memorandum of Understanding for the transfer of service delivery for all court administration and court support functions under the *Provincial Offences Act* and prosecutions of matters under Parts I and II of the *Provincial Offences Act*;

AND WHEREAS the Parties agreed to the City of Sault Ste. Marie being the service delivery agent to effect a seamless transition of *Provincial Offences Act* court administration and to share the net revenues on a population basis among the Municipal Partners;

AND WHEREAS the Agreement has been renewed by the City and the Municipal Partners from time to time to allow for the continuous provision of services;

AND WHEREAS the most recent renewal of the Agreement was the Renewal of Inter-Municipal Agreement made the 1st day of March, 2009 (the "2009 Agreement"), which renewed the Agreement for the period of five (5) years commencing on March 1, 2009 and ending on February 29, 2014;

AND WHEREAS Section 9 of the 2009 Agreement provides that the Parties hereto may renew the 2009 Agreement for a further period of five (5) years, terminating on February 28, 2019 on the written consent of the Parties thereto;

AND WHEREAS the Parties hereto agree and wish to renew the 2009 Agreement;

NOW THEREFORE the Parties hereto agree as follows:

1. The Parties hereto acknowledge and agree that Section 9 of the 2009 Agreement shall be amended, such that the "Term" of the 2009 Agreement shall be for the period from March 1, 2009 to March 31, 2015.
2. In accordance with Section 9 of the 2009 Agreement, the Parties hereto consent to the renewal of the 2009 Agreement for a period of five (5) years, commencing on April 1, 2015 and ending on March 31, 2020.
3. This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have signed and sealed this renewal of the 2009 Agreement by their proper signing officers as of the date first above written.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – CHRISTIAN PROVENZANO

CLERK – MALCOLM WHITE

THE TOWN OF BRUCE MINES

MAYOR – LORY PATERI

CLERK – DONNA BRUNKE

THE TOWNSHIP OF HILTON

REEVE – RODNEY WOOD

CLERK – VALERIE OBARYMSKYJ

THE MUNICIPALITY OF HURON SHORES

MAYOR – GIL REEVES

CLERK – DEBORAH TONELLI

THE TOWNSHIP OF DUBREUILVILLE

MAYOR – ALAIN LACROIX

CLERK – SHELLEY B. CASEY

THE VILLAGE OF HILTON BEACH

MAYOR – ROBERT HOPE

CLERK – PEGGY CRAMP

TOWNSHIP OF JOCELYN

REEVE – MARK HENDERSON

CLERK – JANET BOUCHER

THE TOWNSHIP OF JOHNSON

MAYOR – TED HICKS

CLERK – RUTH KELSO

**THE TOWNSHIP MACDONALD,
MEREDITH & ABERDEEN ADDITIONAL**

MAYOR – LYNN WATSON

CLERK – LYNNE DUGUAY

THE TOWNSHIP OF PLUMMER ADDITIONAL

MAYOR – BETH WEST

CLERK – VICKY GOERTZEN-COOKE

THE TOWNSHIP OF ST. JOSEPH

MAYOR – JODY WILDMAN

CLERK – CAROL TRAINOR

THE TOWNSHIP OF LAIRD

MAYOR – DICK BEITZ

CLERK – PHYLLIS L. MacKAY

**TOWNSHIP OF MICHIPICOTEN
NOW THE MUNICIPALITY OF WAWA**

MAYOR – RON RODY

CLERK – CHRIS WRAY

THE TOWNSHIP OF PRINCE

REEVE – KEN LAMMING

CAO/ADMINISTRATOR – PEGGY GRECO

**THE TOWNSHIP OF TARBUTT &
TARBUTT ADDITIONAL**

MAYOR – CHRIS BURTON

CLERK – GLENN MARTIN

**THE CORPORATION OF THE
TOWN OF THESSALON**

MAYOR – JAMES ORLANDO

CLERK – ROBERT MacLEAN

GARDEN RIVER FIRST NATION

CHIEF LYLE SAYERS

COUNCILLOR DARWIN BELLEAU

COUNCILLOR BRANDI NOLAN

COUNCILLOR CAROLINE BARRY

COUNCILLOR GERALD LESAGE

COUNCILLOR PAUL SYRETTE

COUNCILLOR CHRIS SOLOMON

BATCHEWANA FIRST NATION OF OJIBWAYS

CHIEF DEAN SAYERS

THE TOWNSHIP OF WHITE RIVER

MAYOR - ANGELO BAZZONI

CLERK – M. PARENT LETHBRIDGE

COUNCILLOR TERRY BELLEAU

COUNCILLOR LESLIE ZACK-CARABALLO

COUNCILLOR ANDY RICKARD

COUNCILLOR PETER JONES

COUNCILLOR CRAIG SAYERS

COUNCILLOR CINDY BELLEAU-JONES

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2015-135

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 342/346 John Street (1890798 Ontario Inc.).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **342/346 JOHN STREET; LOCATED ON THE NORTHEAST CORNER OF JOHN STREET AND ST. GEORGE'S AVENUE WEST; CHANGE FROM R3 TO R3.S WITH A "SPECIAL EXCEPTION"**

The zone designation on the lands described in Section 2 of this by-law, which lands are shown on Map 1-47 of Schedule "A" to By-law 2005-150, is changed from R3 (Low Density Residential) zone to R3.S (Low Density Residential) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(353) and heading as follows:

"2(353) 342/346 John Street

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the northeast corner of John Street and St. George's Avenue West and having civic no. 342/346 John Street and outlined and marked "Subject Property" on the map attached as Schedule 353 hereto is changed from R3 (Low Density Residential) zone to R3.S (Low Density Residential) zone with a "Special Exception" to permit, in addition to those uses permitted in an R3 zone, an apartment building consisting of not more than twenty-five (25) dwelling units, subject to the following conditions:

- 1) That the existing building footprint and height not be expanded in any way;
- 2) That additional landscaping be provided within the northwestern portion of the Subject Property, adjacent to John Street, as shown on the Applicant's Site Plan;

- 3) That a fence be erected and maintained on the northern portion of the landscaped area adjacent to John Street, in accordance with the provisions of Zoning By-law 2005-150;
- 4) That a landscaped strip be provided along the Bush Street frontage to the satisfaction of the Planning Director;
- 5) That the front yard setback (John Street) be reduced to 0.5m;
- 6) That the exterior side yard setback (St. George's Avenue) be reduced to 1.2m;
- 7) That the interior side yard setback (north lot line) be reduced to 1.8m; and
- 8) That required parking be permitted in the required exterior side yard."

3. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

4. **CERTIFICATE OF CONFORMITY**

It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

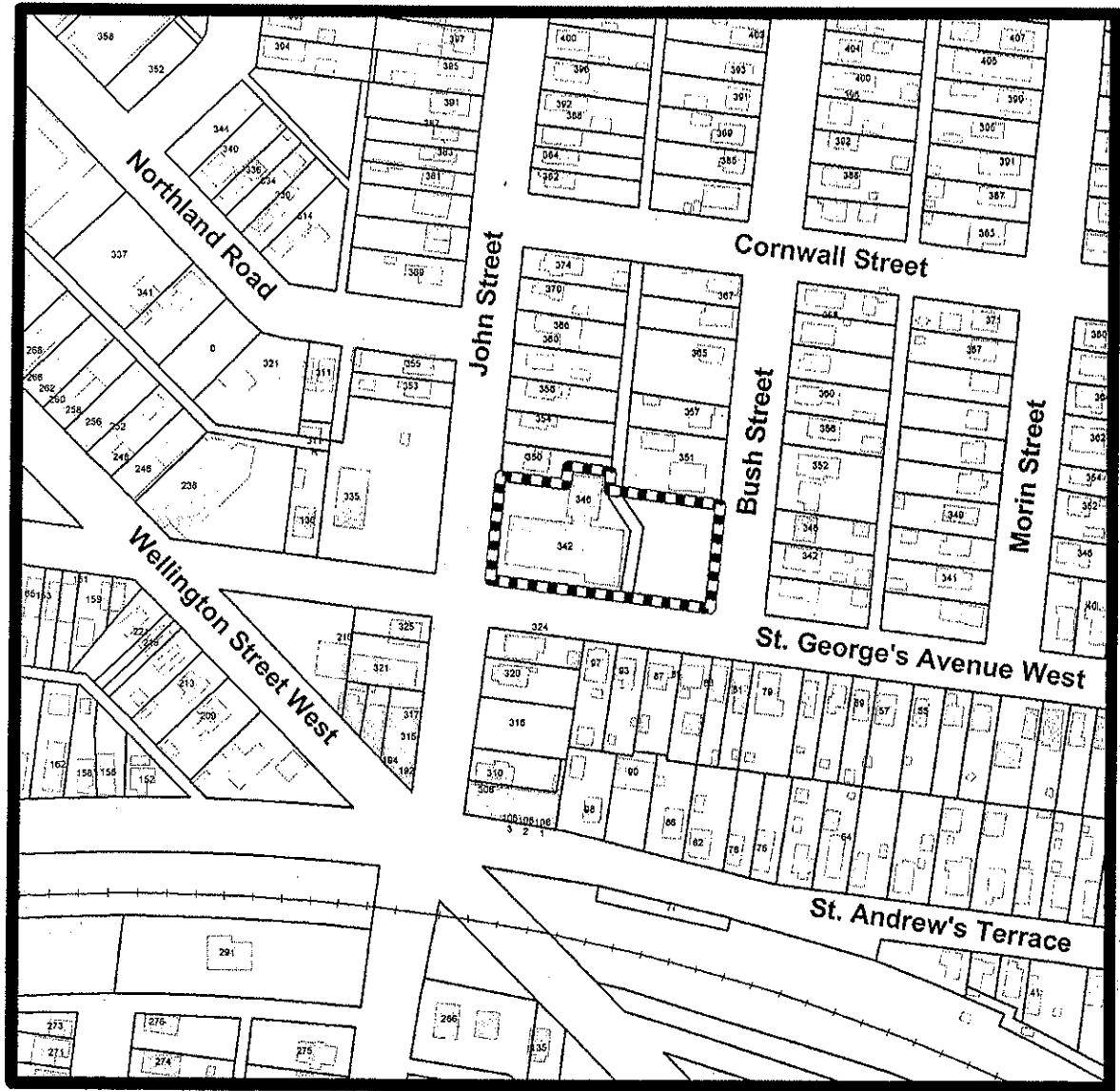
PASSED in open Council this 10th day of August, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

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SCHEDULE "A" TO BY-LAW 2015-135 AND
SCHEDULE 353 TO BY-LAW 2005-151



SUBJECT PROPERTY MAP

342/346 JOHN STREET

Planning Application: A-12-15-Z

Legend



Subject Property = 342/346 John Street



METRIC SCALE
1 : 2000

ROLL NUMBER
040-014-053-00

MAIL LABEL ID
A-12-15-Z

MAP NUMBERS
40 & 1-47

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2015-136

DEVELOPMENT CONTROL: A by-law to designate the lands located at 342/346 John Street an area of site plan control (1890798 Ontario Inc.).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **DEVELOPMENT CONTROL AREA**

The lands described on Schedule “A” attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto.

2. **SITE PLAN POWERS DELEGATED**

The Council hereby delegates to the Planning Director or his/her designate for the City of Sault Ste. Marie, Council’s powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the *Planning Act* as amended, for the lands shown as Subject Property on the map attached as Schedule “A” to this by-law.

3. **SCHEDULE “A”**

Schedule “A” hereto forms a part of this by-law.

4. **PENALTY**

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act, 2001*.

5. **EFFECTIVE DATE**

This by-law takes effect from the date of its final passing.

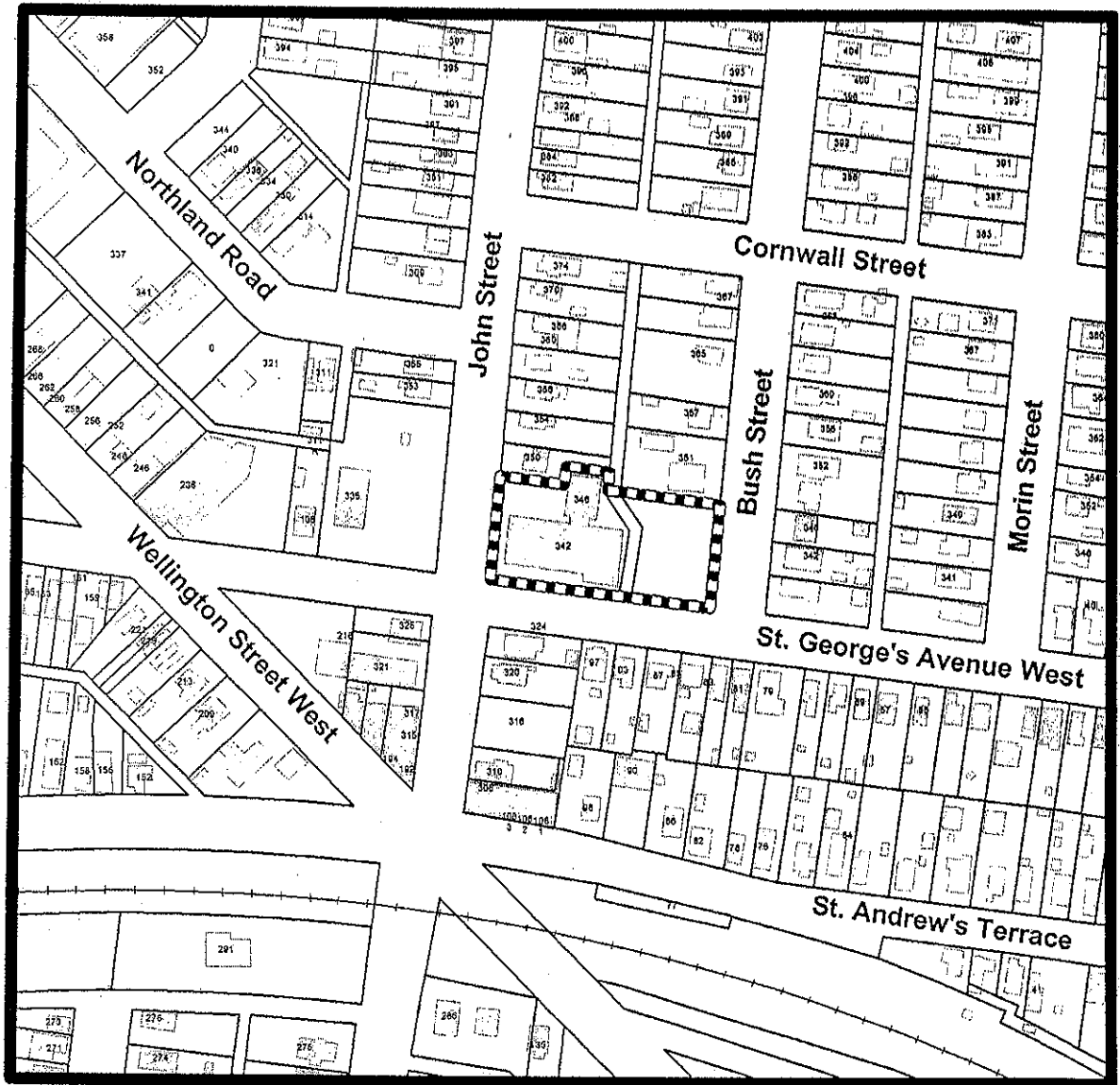
PASSED in open Council this 10th day of August, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

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SCHEDULE "A" TO BY-LAW 2015-136



SUBJECT PROPERTY MAP

342/346 JOHN STREET

Planning Application: A-12-15-Z

Legend



Subject Property = 342/346 John Street



METRIC SCALE
1 : 2000

ROLL NUMBER
040-014-053-00

MAIL LABEL ID
A-12-15-Z

MAP NUMBERS
40 & 1-47

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-137

AGREEMENT: (AG152) A by-law to authorize the execution of an agreement between the City and 2463279 Ontario Ltd. carrying on business as Centro Sports Bar & Restaurant to permit 2463279 Ontario Ltd. to lease part of the property of the City at 260 Elizabeth Street, being a portion of the John Rhodes Community Centre.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated July 13, 2015 between the City and 2463279 Ontario Ltd. carrying on business as Centro Sports Bar & Restaurant, 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 10th day of August, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

wl LEGAL\STAFF\BYLAWS\2015\2015-137 Lease Centro Sports Bar

File No. AG152

This Lease Agreement ("Agreement") made this 13th day of July, 2015

IN PURSUANCE OF the *Short Forms of Leases Act*, R.S.O. 1990, c. S.11.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

hereinafter called the "Landlord"

and

2463279 Ontario Ltd. carrying on business as
Centro Sports Bar & Restaurant

hereinafter called the "Tenant"

WHEREAS on November 24, 2014, the City sent out a Request for Proposals for the "Leasing & Operation of Restaurant/Lounge Area" for the John Rhodes Community Centre, located at 260 Elizabeth Street, Sault Ste. Marie, Ontario ("RFP"), a copy of which is appended as Schedule "A" to this Agreement;

AND WHEREAS in the RFP, the Landlord set forth its intent to select a qualified proponent to lease and operate a restaurant/lounge at the Demised Area as defined in this Agreement;

AND WHEREAS under cover dated January 2, 2015, the Tenant, under the name "Two Pizza and Wings Bar & Grill", now carrying on business as "Centro's Sports Bar and Restaurant", submitted a Proposal in response to the RFP ("Proposal"), a copy of which Proposal is appended as Schedule "B" to this Agreement;

AND WHEREAS the Proposal was the successful bid to the RFP;

AND WHEREAS on April 13, 2015, City Council for the Landlord authorized the Landlord to commence the negotiations to enter into a formal lease agreement with the Tenant;

AND WHEREAS the Landlord is prepared to lease to the Tenant the Demised Area 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:

ARTICLE 1 – DEFINITIONS

1.0 The parties hereto acknowledge and agree that in this Agreement:

- (a) "Agreement" means this Agreement, the recitals, the Schedules appended hereto and all the terms, covenants and conditions set out herein, as amended from time to time in accordance with Article 22.2 of this Agreement.
- (b) "Architect" means the independent, arm's length architect, surveyor or professional civil engineer, from time to time named by the Landlord.
- (c) "Authority" means any governmental authority, quasi-governmental authority, agency, body or department whether federal, provincial or municipal, having or claiming jurisdiction over the Demised Premises or the Building, or the use thereof.
- (d) "Building" means the building known municipally as the John Rhodes Community Centre, located at 260 Elizabeth Street, Sault Ste. Marie, Ontario erected on the Lands, from and including the lowest floor or level of the Building to and including the roof of the Building, the Common Areas and Facilities, the Parking Areas and the areas and facilities exclusively serving the Building, which areas and facilities may include, without limitation, lobbies, foyers and vestibules, sidewalks, storage and mechanical areas, Mechanical and Electrical Services, janitor rooms, mail rooms, telephone rooms, rooms for the Mechanical and Electrical Services, stairways, escalators, elevators, truck and receiving areas, driveways, loading docks and corridors.

- (e) "Business Day" means any day which is normally considered a regular day of business for most government offices for the Province of Ontario.
- (f) "Common Areas and Facilities" means those areas, facilities, utilities, improvements, equipment and installations in the Building which are not leased or licensed to tenants or licensees of the Building, and which serve or are for the benefit of the Building and are located within the Building or on the Lands, including all areas, facilities, utilities, improvements, equipment and installations which are provided by the Licensor for the use or benefit of all the tenants, licensees, their employees, customers and other invitees in common with others entitled to the use and benefit thereof in the manner and for the purposes permitted by this Agreement.
- (g) "Contemplated Use" means the use set out in Article 5.2 of this Agreement.
- (h) "Demised Area" shall mean a restaurant/lounge comprising a portion of the John Rhodes Centre and shown on **Schedule "C"** consisting of 6,000 square feet of leaseable area.
- (i) "Gross Revenue" means all sales, receipts and receivables of the Tenant and any licensee, concessionaire, sub-Tenant or other person from all business conducted at, in, upon or from the Demised Area and without limiting the generality of the foregoing, includes:
 - i. The entire amount of the sales price whether for cash, credit or otherwise, of all sales of goods, wares and merchandise and charges for services (including amounts received for equipment rentals) made or performed at, in, upon or from the Demised Area.
 - ii. Amounts received or receivable in respect of orders taken or received at the Demised Area (although such orders may be filled elsewhere).
 - iii. Amounts received or receivable in respect of orders made or performed pursuant to mail, telephone, or other similar orders received at the Demised Area.
 - iv. Gross receipts from public telephones and from coin operated or other vending devices at, in or about the Demised Area.

Gross receipts or receivables which the Tenant or any licensee, concessionaire, sub-Tenant or other person carrying on business at, in, upon or from the Demised Area would in the normal course of its business and in accordance with generally accepted accounting standards attribute thereto. The Tenant shall provide the Landlord with a copy of the annual audited Financial Statements for the Demised Area. The Tenant shall forthwith further disclose and provide any financial information and supporting documentation reasonably requested by the Landlord. No deduction shall be made for uncollected accounts and each sale or service made or performed on credit, or cash and credit shall be treated as a sale or service made or performed for the full price in the month during which it was made or performed, irrespective of when payment is made.

"Gross Revenue" shall not include:

- i. Cash or credit refunds to customers or transactions otherwise included in Gross Revenue.
 - ii. Any money collected and paid out for any federal, provincial or municipal taxes which the Tenant is required to collect as a direct and separate tax from its customers and which are not included in the retail sales price of the merchandise sold
 - iii. The exchange or transfer of merchandise between the stores of the Tenant where such exchange or transfer of merchandise is made solely for the convenient operation of the business of the Tenant and not for the purpose of consummating a sale at, in, from or upon the Demised Area or for the purpose of depriving the Landlord of the benefit of a sale which otherwise would be made at, in, from or upon the Demised Area.
- (j) "Improvements" means all items generally considered as leasehold improvements including, without limitation, all installations, alterations, and additions from time to time made, erected or installed in the Demised Area by or on behalf of the Tenant;
 - (k) "Lands" means the lands underneath or directly adjacent to the Building as more particularly described as **Schedule "D"** attached hereto.
 - (l) "Manager" shall mean the Landlord's Manager of Community Centres.

- (m) "Mechanical and Electrical Services" include, but are not limited to, all mechanical, electrical, drainage, lighting, incinerating, ventilation, air-conditioning, elevating, heating, pumping, sprinkling, alarm, plumbing and other mechanical and electrical systems installed in or used in the operation of the Building and the Lands.
- (n) "Parking Areas" means the improvements constructed from time to time, in or as part of the Building and the Lands for use as parking facilities for the tenants and/or licensees of the Building and their employees, servants and invitees, and the areas and facilities that are appurtenant solely to those improvements. The Landlord shall designate the minimum number of the parking spaces comprising the Parking Areas prescribed by the relevant Authority for the sole and exclusive use of people with disabilities.
- (o) "Person" if the context allows, includes any person, firm, partnership or corporation, or any group of persons, firms, partnerships or corporations or any combination thereof.
- (p) "Sales Taxes" means all business transfer, multi-usage sales, sales, goods and services, harmonized sales, use, consumption, value-added or other similar taxes imposed by the Government of Canada and/or Ontario upon the Landlord, or the Tenant, or in respect of this Agreement, or the payments made by the Tenant hereunder or the goods and services provided by the Landlord hereunder including, without limitation, the use of the Demised Area and the provision of administrative services to the Tenant hereunder.
- (q) "Structure" means the foundation, roof (including the roof membrane), exterior wall assemblies, including weather walls and bearing walls, subfloor and structural columns and beams of the Building, all plumbing, drainage, Mechanical and Electrical Services and equipment leading up to, from and under the Building, and any other portions of the Building normally considered to be part of the structural portion of a building, or where the repairs or replacements thereto are normally considered a major capital expenditure.
- (r) "Taxes" means all taxes, rates, duties, levies and assessments whatsoever whether municipal, provincial, federal or harmonized, charged upon the Building and the Lands, or upon the Landlord on account thereof, including all taxes, rates, duties, levies, charges and assessments for local improvements, education and schools and all taxes, grants or assessments which may in future be levied in lieu of "Taxes" as hereinbefore defined, and including any local improvement charges or levies directly or indirectly related to the development of the Building. Taxes include, without limitation, realty taxes, business taxes of the Landlord, corporation taxes, capital taxes, excise taxes, Sales Taxes, income taxes, or any other taxes or assessments levied against the Landlord, the Building, the Lands, or the Rent, defined in this Agreement.
- (s) "Term" means the term of this Agreement set out in Article 3.1 of this Agreement.
- (t) "Trade Fixtures" means the personal chattels installed prior to the Term or during the Term by or on behalf of the Tenant, in, on or which serve, the Demised Area, for the sole purpose of the Tenant carrying on its Contemplated Use in Demised Area pursuant to Article 5.2 of this Agreement and which Trade Fixtures the Tenant is permitted to remove only to the extent permitted by the terms of this Agreement, but does not include Improvements of the Tenant.
- (u) "Utilities" means all gas, electricity, water, sewer, steam, fuel oil, power, telecommunications equipment for transmitting and receiving signals, and other utilities used in or for the Building or the Demised Area, as the case may be.

ARTICLE 2 – LICENSED PREMISES

- 2.1 In consideration of the Rent reserved and the covenants and agreements herein contained to be paid, observed and performed by the Tenant, the Landlord hereby grants to the Tenant the license and privilege (irrevocable in accordance with the terms hereof) to utilize the Demised Area for the purpose of the Contemplated Use and for no other purpose, subject to the further terms and conditions hereof.
- 2.2 The Tenant confirms that the Landlord has not provided any representation, warranty, or other assurance regarding the suitability of the Demised Area or any part thereof for use by the Tenant. The Tenant acknowledges that it has carried out an inspection of the Demised Area to satisfy itself concerning the suitability of same for its purposed use and that it is using the Demised on an "as is where is" basis.

ARTICLE 3 – TERM

- 3.1 The Landlord hereby demises and leases the Demised Area to the Tenant for a term of five (5) years commencing July 13, 2015, and expiring on July 12, 2020 (the "Term"), on the terms and conditions set out in this Agreement.
- 3.2 Provided the Tenant is not in default hereunder and that this Agreement is not previously cancelled or terminated by either party as provided herein, by operation of law or otherwise, and further provided that the Tenant has faithfully complied with and performed all of the covenants and conditions in this Agreement on its part to be performed during the Term, the Tenant shall have the option to renew this Agreement for one (1) further term of five (5) years commencing at the expiration of the Term herein. The parties hereto acknowledge and agree that all of the terms of a potential renewal Agreement shall be subject to review and negotiations as set out herein. In the event that the Tenant desires to exercise this option to renew, it shall so notify the Landlord in writing not later than nine (9) months prior to the expiration of the Term. Within one (1) month after receipt of such notice, the Landlord shall send written notice to the Tenant setting forth its proposal regarding the terms and conditions of such agreement (including but not limited to Rent and any other costs). The Landlord shall thereafter negotiate with the Tenant, in good faith, up to the date which is six (6) months to the date of expiration of the Term. In the event that the Landlord and the Tenant do not reach an agreement on the terms of the renewal, the Landlord shall be free to negotiate with any third party(ies) in respect of all or any of the various rights and benefits granted in this Agreement, and this Agreement shall thereafter terminate upon expiration of the Term.

ARTICLE 4 – RENTAL PAYMENTS

- 4.1 The Tenant shall pay the Landlord rent consisting of:
- (a) a Fixed Rent of Twenty-Six Thousand, Two Hundred and Twelve (\$26,212.12 CDN) Dollars and Twelve Cents annually to be paid in monthly installments of Two Thousand, One Hundred and Eighty-Four (\$2,184.34 CDN) Dollars and Thirty-Four Cents; and
 - (b) a Percentage Rent, specifically six (6%) percent of monthly Gross Revenue.
- The Percentage Rent and Fixed Rent referenced in Article 4.1(a) and (b) herein (collectively referred to as the "Rent" herein) shall become due and be paid on a monthly basis no later than fifteen (15) days after the first of the month.
- 4.2 The Tenant shall pay to the Landlord all applicable Sales Taxes assessed on the Rent and other payments herein payable by the Tenant to the Landlord under this Agreement, including but not limited to H.S.T.
- 4.3 All sums, for Rent or otherwise, payable to the Landlord under this Agreement shall bear interest commencing the first day next following the falling due thereof, at the then current rate of interest charged to the Landlord by its bankers until the actual date of payment.
- 4.4 In addition to the payment of Rent set out above, the Tenant shall be responsible for paying:
- (a) its own cleaning costs for the Demised Area;
 - (b) any property taxes that may arise as a result of the Tenant's occupancy and use of the Demised Area, which will be billed monthly to the Tenant by the Landlord; and
- 4.5 The Tenant shall keep and maintain for a period of two (2) years after the expiry or termination of the Agreement all financial records, including but not limited to invoices, expense receipts and any other matters that may be required to accurately calculate the monthly "Gross Revenue" (the "Records"), all in a manner consistent with generally accepted accounting principles. The Tenant shall keep or cause to be kept the Records on the Demised Area or in such other location as the Landlord may approve in writing.
- 4.6 The Landlord, its authorized representatives or an independent auditor identified by the Landlord may, upon 24 hours' notice to the Tenant and during normal business hours, enter upon Demised Area or such other location approved by the Landlord to keep the Records, to review the Records and for these purposes the Landlord, its authorized representatives or an independent auditor identified by the Landlord, may:

- (a) inspect and copy the Records; and
 - (b) conduct an audit or investigation of the Tenant in respect of the any expenditures/invoices related directly or indirectly to the Records.
- 4.7 The Tenant shall disclose any information reasonably requested by the Landlord, its authorized representatives or an independent auditor identified by the Landlord, and shall do so in a form reasonably requested by the Landlord, its authorized representatives or an independent auditor identified by the Landlord, as the case may be in order to facilitate the rights set out in Article 4 and this Agreement.

ARTICLE 5 – TENANT'S COVENANTS AND RESPONSIBILITIES

- 5.1 The Tenant covenants and undertakes to provide all that is necessary and required to perform all of the work and comply with the terms and conditions set out in the RFP appended as **Schedule "A"** hereto and the Proposal appended as **Schedule "B"** hereto.
- 5.2 The Tenant covenants to use the Demised Area for lawful purposes only. Specifically, the Demised Area shall be used only for the purposes of a restaurant and licensed beverage lounge, which the Tenant covenants and undertakes to have operational prior to September 1, 2015.
- 5.3 The Tenant covenants to assume full responsibility, including but not limited to all activities, materials, costs, expenses, liabilities, design, transportation, delivery and removal of all Trade Fixtures, furniture, equipment, technological devices, photocopiers, facsimiles, telephones, supplies, and any other equipment necessary to operate the Contemplated Use at the Demised Area.
- 5.4 The Tenant covenants with the Landlord:
- (a) to pay the Rent promptly and in accordance with this Agreement;
 - (b) to pay all cable, internet, phone, and satellite television charges and all Utilities for the Demised Area, including penalties and interest;
 - (c) not to make changes in the Demised Area except in accordance with plans therefore which have been submitted to, and approved by, the Manager, and to make any such changes expeditiously in a good and worker like manner (including property clean-up) to the satisfaction of the Manager;
 - (d) to keep the Demised Area in a clean and well-ordered condition and not to permit any rubbish, refuse, debris or other objectionable material to be stored or to accumulate therein, all to the satisfaction of the Manager;
 - (e) to keep and operate the Demised Area as a family-oriented "Smoke Free" environment to the satisfaction of the Manager of the Landlord;
 - (f) to at all times during the Term, hold a lawful Liquor License for the Province of Ontario;
 - (g) to cooperate and work together with the Landlord and any event organizers hosting events at the John Rhodes Community Centre, as directed by the Manager of the Landlord, when there are special events at the Building or the Lands;
 - (h) to ensure that nothing is done or kept at or on the Demised Area which is or may be a nuisance or which causes damage to or interference with normal usage of any adjoining property, provided that the use referred to in Article 5.2 herein and the vehicles, supplies and equipment necessarily incidental thereto shall not be deemed to be, in and of themselves, a nuisance;
 - (i) to take at its own expense all measures necessary to ensure to the Manager's satisfaction that the plant of or appurtenances to any municipal service or public utility now or in the future on, under or adjacent to the Demised Area, is adequately protected against damage, impairment, destruction or loss;

- (j) upon termination of the tenancy, at its own risk and expense, to remove from the Demised Area within thirty (30) days, any fixtures and chattels belonging to it, with all damage, if any, caused by such removal made good by it and to leave the Demised Area neat, clean, level and free of all waste material, debris and rubbish, all to the Manager's satisfaction;
 - (k) that upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this indenture within thirty (30) days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Demised Area and fulfill such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefore reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears; and
 - (l) to maintain in force and good standing during the term of this Agreement and until all monies due to the Landlord as a result of this Agreement have been paid, as determined by the Commissioner of the Landlord's Community Services Department, at his sole discretion, a letter of credit in the amount of \$10,000.00.
- 5.5 The Tenant accepts the Demised Area in the condition existing at the date of the commencement of the Term, which includes kitchen and bar equipment. The Tenant shall be responsible for the maintenance of such equipment.
- 5.6 The Tenant covenants to secure any necessary financing, labour, services, equipment, permits and approvals prior to commencing any work related to this Agreement. The Tenant shall ensure that the Trade Fixtures, Improvements, furniture, equipment, technological devices, photocopies, facsimiles, telephones, and any other equipment at on the Demised Area comply with the requirements of the *Ontario Electrical Safety Code, Building Code Act, 1992, S.O. 1992, c.23* as amended, *Ontario Energy Board Act, 1998, S.O. 1998, c. 15*, as amended, *Occupational Health and Safety Act, R.S.O. 1990, c.O.1*, as amended and any other pertinent codes and legislation.
- 5.7 The Tenant covenants to make good at the Tenant's sole liability and expense, any damage to the Demised Area caused by negligent, reckless or wilful misconduct of the Tenant's servants, agents, employees, licensees, contractors, sub-contractors, or invitees. The Tenant further covenants with the Landlord to forthwith repair at its sole cost, liability and expense, and to the reasonable satisfaction of the Landlord all damages, structural or otherwise that may be caused to the Demised Area, the Building and the Lands as a result of any matters related directly or indirectly to this Agreement. In the event that the Tenant fails to forthwith repair the aforesaid damages, the parties hereto acknowledge and agree that the Landlord may repair or cause such repairs to be effected as it determines, in its sole discretion, necessary and all charges for such repairs and matters related thereto shall be payable by the Tenant immediately upon demand by the Landlord.
- 5.8 The Tenant covenants to give the Landlord notice, as soon as reasonably possible, of any accident to or defect in the Mechanical and Electrical Services, or any other system or part of the Demised Area.
- 5.9 The repair and maintenance of any restaurant and kitchen related equipment shall be the responsibility of the Tenant at their sole liability and expense.
- 5.10 In the event of any breakdown in the Mechanical and Electrical Services systems, the Landlord shall not be liable to the Tenant for indirect or consequential damages or damages for personal discomfort or illness.
- 5.11 The Tenant covenants to comply with all codes and regulations of any federal, provincial or municipal laws, regulations and codes of any relevant Authority which apply to the Tenant's use or occupation of the Demised Area or to the making of any repairs, replacements, additions, changes, substitutions or improvements that relate to such use or occupation by the Tenant.
- 5.12 The Tenant covenants not to do or allow any waste, damage, disfiguration or injury to the Demised Area or the fixtures and equipment forming a part thereof, not to permit any overloading of the floors thereof and not to otherwise cause a nuisance. Any such action to the Demised Area by the Tenant or any of the Tenant's contractors, sub-contractors, employees, agents or assignees in relation to or in connection with any other matters

under this Agreement shall be at the financial responsibility and liability of the Tenant to repair. The Tenant agrees that the Landlord shall immediately undertake all work that the Landlord, in its sole view, deems necessary to repair the Demised Area. Any costs incurred by the Landlord to repair the Demised Area for such waste and nuisance as set out in this Article shall be payable by the Tenant immediately upon demand by the Landlord.

- 5.13 The Tenant covenants not to use or permit the use of any part of the Demised Area for any dangerous, noxious or offensive trade or business or cause or permit any nuisance in, at or on the Demised Area. The Landlord acknowledges and agrees that the Contemplated Use does not contravene this Article. The Tenant further covenants that it shall not unduly interfere with or interrupt the normal business operations of the Landlord.
- 5.14 The Tenant's hours of operation shall be from 11:00 a.m. to 2:00 a.m., seven (7) days per week, unless the Tenant otherwise advises the Landlord in writing about the change in the hours of operation and the Landlord agrees to same, or unless dictated by Provincial law.
- 5.15 Should the Landlord require the Tenant to close or otherwise restrict operations, the Tenant's monthly rent shall be prorated accordingly. Such action will not be taken except for major national or international events taking place in the City.
- 5.16 It is the sole responsibility of the Tenant to apply for and satisfy all the requirements of the Alcohol and Gaming Commission of Ontario.
- 5.17 For any products that are tendered for by the City, including but not limited to soft drinks, the Tenant covenants and agrees to use and sell only those same products in the Demised Area and the Tenant shall pay the same price paid by the City for those products. As of the date of this Agreement, the Landlord receives a product rebate related to Pepsi products. The Landlord agrees to remit to the Tenant the portion of the rebate applicable to sales of Pepsi products in the Demised Area for as long as the Landlord receives such a rebate.
- 5.18 The Tenant shall not enter into any agreement for the exclusive provision of any product without the express prior written consent of the Landlord.
- 5.19 The Tenant acknowledges and agrees that the authority of the Manager shall not be deemed to be exhausted by any individual exercise thereof and in the matters for which he or she is responsible under this Agreement, the Manager shall be the sole judge whose opinion and exercise of discretion shall not be subject to review in any manner whatsoever except as expressly otherwise indicated in this Agreement.

ARTICLE 6 – LICENSOR'S COVENANT

- 6.1 The Landlord covenants to provide and operate the following services and facilities for the Demised Area as expressed below, at the Landlord's expense, and to maintain at the Landlord's expense, such services and facilities in good repair (and, if necessary, replace same) during the Term:

(a) Utility Systems

All utility systems and facilities including water, fuel and electricity, and including all charges for Utilities used or consumed within the Demised Area.

(b) Electrical Systems/Lenses, Bulbs and Related Equipment

An electrical system including fixtures and outlets together with the initial installation and ongoing replacement of bulbs, fluorescent tubes and ballasts during the Term and any renewal term, if applicable.

(c) Thermal Conditions and Air Quality

A heating, ventilation and air-conditioning system, which is satisfactory for the Tenant's purpose.

(d) Water System

A water system capable of supplying hot and cold water to the Demised Area and the washrooms serving the Demised Area.

(e) Washrooms

Fully equipped washroom facilities for male and female employees of the Tenant in accordance with the requirements established by the *Occupational Health and Safety Act*,

R.S.O. 1990, c.0.1, as amended, and the regulations made thereunder, or any successor act, an accessible male and female washroom installed in accordance with the requirements of the *Building Code Act, 1992*, S.O. 1992, c. 23, as amended and any other applicable requirements of any relevant Authority, and the provision of all washroom equipment and supplies reasonably necessary, in the opinion of the Landlord, for the use and operation of such washroom facilities, including, without limitation, a sink, vanity, toilet bowl, paper towel dispenser, garbage pail, soap, and toilet paper dispenser.

(f) Exterior, Common Areas

Maintenance of the exterior of the Building, the landscaped grounds of the Lands, the Parking Areas and walkways of the Building and the Common Areas and Facilities of the Building in good repair and the prompt removal of snow and ice.

(g) Life Safety

Establishment of a workable emergency evacuation program. The Tenant acknowledges have reviewed the Landlord's emergency evacuation program and is satisfied with same.

(h) Glass Replacement

Prompt replacement in case of breakage, of all plate glass and other glazing materials of the Building, including without limitation, that which demises the Demised Area, with material of the same kind and quality as that which may be damaged or broken, save where such damage or breakage has been occasioned by the Tenant, its servants or agents.

(i) Building Security

The provision of Building security in accordance with the Landlord's standard practice.

(j) Housekeeping Services

Housekeeping service for Building (excluding the Demised Area) in accordance with the Landlord's standard practice, including the provision of waste removal services and all cleaning materials and washroom supplies.

(k) Grease Trap

The provision and maintenance of a grease trap in the Demised Area.

(l) Kitchen Ventilation Hood

The provision and maintenance of a hood in the kitchen in the Demised Area.

(m) Fire Suppression System

The provision and maintenance of a Fire Suppression System, in accordance with the Landlord's standard practice, in the Demised Area.

ARTICLE 7 – LICENSEE'S IMPROVEMENTS

- 7.1 The Tenant shall not complete or initiate any Improvements to the Demised Area without having first obtained the Landlord's express prior written approval for same. The Tenant shall, at their sole cost, liability and expense, fully comply with any and all conditions set out by the Landlord in respect of such Improvements prior to initiating same.
- 7.2 The costs, liabilities and risks associated with the design and installation of any Improvements to the Demised Area so approved shall be the sole responsibility of the Tenant.
- 7.3 Further to Articles 7.1 and 7.2, the Tenant may propose a plan for Improvements to the Demised Area that provide for owner-funded or lessee-funded or a combination for Improvements of the Demised Area for consideration by the Landlord's Commissioner of Community Services Department. To this end, the Tenant shall provide a full plan, including all necessary costs, particulars of the equipment(s)/improvement(s), and any further particulars required by the Landlord for the Landlord's review and consideration. The parties hereto acknowledge and agree that the Landlord shall, in its sole discretion, negotiate and either accept, negotiate or refuse the plans proposed. In the event that the parties successfully negotiate the terms for Improvements to the Demised Area, the terms shall be confirmed in writing by the parties and thereafter appended as Schedule "E" to this Agreement. Further, the parties hereto acknowledge and agree that the finalized plan shall further contain provisions that shall govern the removal of the Improvements at the conclusion of the Term or early termination of this Agreement. To this end, the parties hereto acknowledge and agree that the terms provided in Article 16 of this Agreement, governing the events at the conclusion of the Term of this Agreement or earlier

termination, may be amended and Schedule "E", if applicable, shall clearly set out any such amendments.

ARTICLE 8 – ACCESS RIGHTS

- 8.1 The Landlord or any employee or agent of the Landlord shall have the right during business hours of the Tenant or at any time during any emergency as determined by the Landlord, to enter the Demised Area for any of the following purposes:
- (a) to examine the state of maintenance, repair and decoration of the Demised Area and the equipment and fixtures therein;
 - (b) to install and maintain pipes, conduits, wire and ducts in the Demised Area to serve the Demised Area or other premises, or both; and
 - (c) to show the Demised Area to prospective purchasers, lessees, encumbrances or assignees.
- 8.2 In the event of an emergency, which shall be determined by the Landlord in its sole discretion, the Tenant shall forthwith permit the Landlord with entry to the Demised Area to inspect and complete any works the Landlord determines is necessary. If, at the sole discretion of the Landlord, the Landlord and/or emergency personnel requires access to the Demised Area such that removal of any portion or the entirety of the Tenant's Trade Fixtures, Improvements, equipment, furniture, or supplies is required, the Tenant shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Trade Fixtures, Improvements, equipment, furniture or supplies to its condition prior to such access by the Landlord and/or emergency personnel.

ARTICLE 9 – TERMINATION

- 9.1 This Agreement shall terminate at the conclusion of the Term or if an Event of Default as described in Article 9 herein occurs. Upon the expiration of the Term of this Agreement or upon earlier termination of this Agreement (collectively referred to as the "Termination Date"), the Tenant shall promptly remove all Trade Fixtures, furniture, equipment, technological devices, photocopiers, facsimiles, telephones and supplies from the Demised Area. In the event that the Tenant fails to remove all Trade Fixtures, furniture, equipment, technological devices, photocopiers, facsimiles, telephones and supplies from the Demised Area within thirty (30) days following the Termination Date, the Tenant acknowledges and agrees that the Landlord may remove and store or dispose of same and all charges for such removal, storage and/or disposal shall be payable by the Tenant immediately upon demand by the Landlord.
- 9.2 The Tenant shall be responsible for all costs, expenses and liabilities for the removal of all Trade Fixtures, furniture, equipment, computers, technological devices, photocopiers, facsimiles, telephones and supplies at the Termination Date and shall, at the Tenant's sole liability and expense, restore the Demised Area to the condition it existed prior to its use of the Demised Area, to the satisfaction of the City. In the event that the required restoration of the Demised Area is not completed by the Tenant within thirty (30) days following the Termination Date, the Tenant acknowledges and agrees that the Landlord may complete such restoration of the Demised Area as it deems necessary at the sole liability and expense of the Tenant.
- 9.3 The termination of this Agreement by expiry or otherwise shall not affect the liability of either party to the other with respect to any obligation under this Agreement which has accrued up to the Termination Date that has not been properly satisfied or discharged.
- 9.4 Articles 1-22 inclusive of this Agreement shall survive the termination of this Agreement.
- 9.5 Notwithstanding any present or future Act of the Ontario Legislature, none of the Tenant's goods and chattels on the Demised Area shall at any time during the Term be exempt from levy by distress for rent in arrears, and the Tenant, having waived any such exemption, shall by this clause be estopped from setting up any such exemption in any proceedings between the parties.
- 9.6 This Agreement makes provision for re-entry by the Landlord on non-payment of rent or non-performance of covenants.

- 9.7 The parties hereto acknowledge and agree that the following constitute "Events of Default":
- (a) if the Proposal contains incomplete, false or misleading information,
 - (b) in the event that the Tenant provides the Landlord with incomplete, false or misleading information or documentation during the Term;
 - (c) if the Tenant 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 Landlord;
 - (d) the Tenant fails to comply with a term, undertaking or condition of this Agreement;
 - (e) the nature of the Tenant's operations or its corporate status changes or the Tenant ceases to exist;
 - (f) the Tenant 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;
 - (g) if any bankruptcy, reorganization, arrangement or insolvency proceedings for relief under any bankruptcy or similar laws for the relief of debtors are instituted against the Tenant or is consented to by the Tenant, or, if contested by the Tenant, is not dismissed within thirty (30) days;
 - (h) the Tenant ceases to operate or has sold all or substantially all its assets;
 - (i) an order is made or resolution passed for the winding up of the Tenant or the Tenant is dissolved; and/or
 - (j) a Conflict of Interest that cannot be resolved to the Landlord's satisfaction, acting reasonably.
- 9.8 If an Event of Default has occurred, the Landlord may immediately exercise any one of the following remedies:
- (a) terminate any obligation by the Landlord 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 Landlord to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
 - (c) terminate the Agreement with the Tenant immediately upon giving notice to the Tenant; and/or
 - (d) exercise any other rights or remedies available to the Landlord under this Agreement or applicable law.
- 9.9 In addition to the rights provided in Article 9.8 above, the Landlord may provide the Tenant with an opportunity to remedy the Event of Default by providing the Tenant with a notice:
- (a) of the particulars of the Event of Default; and
 - (b) of the period of time within which the Landlord is required to remedy the Event of Default.
- 9.10 If the Landlord provides the Tenant with an opportunity to remedy the Event of Default pursuant to Article 9.9 and:
- (a) the Tenant fails to remedy the Event of Default within the time period specified in the notice;
 - (b) the Tenant cannot completely remedy the Event of Default within the time period specified in the notice or such further period of time as the Tenant considers

reasonable; or

- (c) the Tenant is not proceeding to remedy the Event of Default in a way that is satisfactory to the City,

the Landlord may initiate any one or more of the actions provided for in Article 9.8 herein.

ARTICLE 10 – INDEMNITY AND INSURANCE

- 10.1 The Tenant shall indemnify and hold the Landlord and the Landlord's elected officials, agents, officers, directors, employees, and contractors (collectively, the "Landlord's Indemnified Parties") harmless against and from any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature) arising out of directly or indirectly with this Agreement and the Tenant's use and/or occupation of the Demised Area, including but not limited to any and all third party claims arising out of: (a) injuries occurring within the Demised Area (b) any intentional conduct or negligence of the Tenant or any Person for whom it is in law responsible, (c) any losses or damages which have been caused or contributed to by the breach of the *Occupiers' Liability Act*, R.S.O. 1990, c.O.2 on the part of the Tenant or any Person for whom it is in law responsible, or (d) any breach or default in the performance of any obligation on the Tenant's part to be performed under this Agreement.
- 10.2 The Tenant hereby releases and forever discharges the Landlord and the Landlord's Indemnified Parties and the Tenant further agrees that notwithstanding anything to the contrary contained herein the Landlord and the Landlord's Indemnified Parties shall not be liable to the Tenant or to anyone for whom the Tenant may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained by the Tenant or any of the Tenant's servants, agents, employees, licensees, contractors, sub-contractors, or invitees in relation to or in connection with the Tenant's use and/or occupation of the Demised Area or any other matters under this Agreement except for any such deaths, injuries, losses, damages or costs that arise due to the negligent or willful misconduct of the Landlord or those for whom it is in law responsible.
- 10.3 The Tenant shall comply with all laws, by-laws, rules and regulations of any governing body respecting the Demised Area and any matters related directly or indirectly to the use of the Demised Area, and further shall save harmless and fully indemnify the Landlord and the Landlord's Indemnified Parties against any and all costs, losses, damages, liabilities and expenses of every kind or nature the Landlord and the Landlord's Indemnified Parties may suffer, be at or be put to by reason of or in consequence to the non-compliance by the Licensee which such laws, by-laws, rules and regulations.
- 10.4 The Tenant shall indemnify and save harmless the Landlord and the Landlord's Indemnified Parties from any costs (including solicitors' fees on a substantial indemnity scale basis and disbursements), liabilities and expenses incurred by the Landlord and the Landlord's Indemnified Parties that may result from its use of the Demised Area and any matters arising directly or indirectly from this Agreement.
- 10.5 The Tenant shall during the Term and any renewal term if applicable keep in full force and maintain at its sole expense the following:
 - (i) General liability insurance to the inclusive limit of not less than Five Million (\$5,000,000.00) Dollars per occurrence, insuring all claims for damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, however and whatsoever incurred, suffered or sustained in relation to or in connection with the Tenant's use of the Demised Area, Building and Parking Areas and any matters under this Agreement, including any losses or damages which have been caused or contributed to by any breach of the *Occupiers' Liability Act*, R.S.O. 1990, c.O.2 on the part of the Landlord and the Landlord's Indemnified Parties, but not including intentional acts of the Landlord. This amount shall be reviewable and subject to adjustment at the sole discretion of the Landlord; and
 - (ii) Property insurance for any property of the Tenant and its servants, agents, employees, licensees, contractors, sub-contractors, or invitees, including but not limited to equipment, furniture and supplies, insuring same on a full replacement cost basis.

The insurance shall be Comprehensive Liability Insurance, including Product and Completed Operations Liability, Contractual Liability, Owners and/or Contractors Protective Liability, Contingent Employers Liability, and shall contain a Cross Liability Clause protecting the City Corporation as if separately insured. Each insurance policy referenced herein shall name the City of Sault Ste. Marie as an "Additional Insured". A Certificate of Insurance to the satisfaction of the Landlord confirming the above coverages are in effect for the Term and any renewal term if applicable shall be provided to the Landlord before July 15, 2015 and thereafter on or before July 15 of each calendar year in the Term and renewal term if applicable. The parties hereto further acknowledge and agree that the taking out of insurance shall not limit the Tenant's liability under this Agreement. The deductible amount or amounts in any insurance policy required by the Landlord pursuant to this Agreement shall be subject to the approval of the Landlord. In the event that the Landlord does not accept the deductible amount as proposed by the Tenant, the Tenant shall provide insurance coverage with a deductible amount acceptable to the Landlord.

- 10.6 The Tenant covenants not to do or omit or permit to be done or omitted on the Demised Area anything which shall cause the insurance premiums for the Building to be increased and if the insurance premiums for the Building shall be increased by reason of anything done or omitted or permitted to be done by the Tenant or anyone permitted by the Tenant to be upon the Demised Area, the Tenant shall, within five (5) Business Days after receipt of notice from the Landlord setting out in reasonable detail the cause for such increased premiums, pay to the Landlord the amount of such increase.

ARTICLE 11 - HEALTH & SAFETY AND WSIB

- 11.1 The Tenant and any contractor(s) or sub-contractor(s) employed by them shall comply with all requirements of the *Occupational Health and Safety Act* and its regulations; including but not limited to, providing proof of compliance of WSIB requirements (maintain WSIB Clearance Certificate on file with the Landlord for duration of on-site work), providing proof of commercial general liability insurance (minimum of five million dollars (\$5,000,000.00) per occurrence) for the duration of on-site work; and compliance with the Landlord's contractor qualification policy. The Tenant shall submit an original Certificate of Good Standing from the Ontario Workplace Safety & Insurance Board on request by the Landlord and shall provide additional certificates as often as is deemed necessary by the Landlord during the term of the Agreement to ensure continued good standing with the Workplace Safety & Insurance Board. The Tenant shall ensure that the requirements as set out herein apply to any subcontractors employed by the Tenant.

ARTICLE 12 – OVERHOLDING

- 12.1 If, at the expiration of the Term, the Tenant remains in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenant shall be deemed to be a monthly Tenant only at a rental payable monthly in advance at the rate payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this Agreement.

ARTICLE 13 – TRADE FIXTURES AND SIGNAGE

- 13.1 The Tenant may, with the Landlord's prior express written consent, at any time during the Term and any renewal thereof and upon the expiry or sooner termination thereof, remove or replace any Trade Fixtures installed by or on its behalf in the Demised or install new Trade Fixtures therein, as the case may be. The Tenant shall compensate the Landlord for any damage caused to the Demised Area or the Building by the installation, presence, removal or replacement of any Trade Fixtures.
- 13.2 The Tenant shall not erect any signage at the Demised Area, in the Building or on the Lands without the prior express written consent of the Landlord. In the event that the Tenant desires to erect any signage at the Demised Area, in the Building or on the Lands, the Tenant shall provide the Landlord with copies of the proposed signage for the Landlord's approval, which determination shall be made by the Landlord in its sole discretion.
- 13.3 In the event the Landlord approves any signage at the Demised Area, Building, or the Lands, the Tenant shall be responsible for all matters, costs and liabilities related to the design and installation of same. The Landlord further covenants and agrees to remove all

signage, if any from the Demised Area at the end of the Term or any renewal thereof if applicable.

- 13.4 The Tenant shall compensate the Landlord for any damage caused to the Demised Area or Building, if applicable, by the installation, presence, removal or replacement of any signage.

ARTICLE 14 – UNAVOIDABLE DELAYS

- 14.1 Notwithstanding anything in this Agreement, if either party is bona fide delayed or hindered in or prevented from the performance of any term, covenant, or act required hereunder by reason of strikes or labour trouble; inability to procure materials or services; power failure; restrictive governmental laws or regulations; riots; insurrection; sabotage; rebellion; war; act of God; or other reason whether of a like nature or not which is not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement (but excluding the inability to perform because of financial difficulties or lack of funds), then the performance of that term, covenant or act is excused for the period of the delay and the party delayed will be entitled to perform the term, covenant or act within the appropriate time period after the expiration of the period of the delay. If any of the events or problems referred to in this Section 14.1 occur and either party contemplates that it will be bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason thereof, such party shall forthwith deliver written notice to the other, with full and detailed particulars setting out the nature of such event or problem and the period of the delay contemplated by the party giving notice for the performance of any such term, covenant or act required hereunder

ARTICLE 15 – DAMAGE AND DESTRUCTION

- 15.1 If, at any time during the Term, the Building shall be damaged or destroyed, either in whole or in part, by fire or other peril insured against by the Landlord, then, and in every such event:
- (a) If the damage or destruction to the Building is such that, in the opinion of the Architect to be given to the Tenant within twenty (20) days of the date of the occurrence of such damage or destruction (the "Date of Damage"), the Demised Area is rendered partially unfit for occupancy or impossible or unsafe for use or occupancy, then the Rent shall abate as of the Date of Damage in proportion to the part of the Demised Area which is rendered unfit for occupancy or impossible or unsafe for use or occupancy, and Rent shall not be payable again until such time as the Demised Area is restored by the Landlord to its condition as of the commencement of the Term of this Agreement.
 - (b) If the damage or destruction to the Building is such that, in the opinion of the Architect to be given to the Tenant within twenty (20) days of the Date of Damage, the Demised Area is rendered wholly unfit for occupancy or impossible or unsafe for use or occupancy, or that reasonable or convenient access is prevented thereto, and if, in either event, the damage, in the opinion of the Architect to be given to the Tenant within twenty (20) days of the Date of Damage, cannot be repaired with reasonable diligence within one hundred and twenty (120) days of the Date of Damage, then either the Landlord or the Tenant may terminate this tenancy within twenty (20) days following the date of the giving of the Architect's opinion, upon written notice to the other party, in which event this Agreement will be at an end as of the Date of Damage and Rent shall be apportioned and paid in full to the Date of Damage.
 - (c) In the event that neither the Landlord nor the Tenant shall terminate this Agreement in accordance with the provisions of Subsection 15.1(b) of this Agreement, then the Landlord shall repair the Demised Area and the Building with all reasonable speed and the Rent hereby reserved shall abate from the Date of Damage until the later date of either (i) the Demised Area is restored to its condition as of commencement of the Term of this Agreement; or (ii) reasonable and convenient access is restored thereto, as the case may be.
 - (d) If the damage or destruction is such that, in the opinion of the Architect to be given to the Tenant within twenty (20) days of the Date of Damage, the Demised Area is rendered wholly unfit for occupancy or if it is impossible or unsafe to use and occupy the Demised Area, and if, in either event, the damage, in the opinion of the

Architect to be given within twenty (20) days from the Date of Damage, can be repaired with reasonable diligence within one hundred and twenty (120) days of the Date of Damage, then the Rent shall abate from the Date of Damage until the date the Demised Area is restored to their condition as of the commencement of the Term of this Agreement, provided that the Landlord shall repair the Demised Area with all reasonable speed.

- (e) Notwithstanding anything contained in this Section 15.1, if the Landlord does not commence to repair or restore the Demised Area or the Building within fifteen (15) days of the date of delivery of the Architect's opinion or, having commenced the repair or restoration of the Demised Area or the Building, does not continue to complete same with reasonable dispatch, the Tenant may terminate this Agreement upon fifteen (15) days' prior written notice to the Landlord, in which case, this Agreement shall cease and be at an end as of the Date of Damage and the Rent shall be apportioned and paid in full to the Date of Damage.
- (f) Notwithstanding anything contained in this Section 15.1, the parties hereto acknowledge and agree that under no circumstances shall the Landlord be responsible, required or liable to repair any Improvements or replace any furniture, equipment, supplies or Trade Fixtures of the Tenant.

ARTICLE 16 - REMOVAL OF LEASEHOLD IMPROVEMENTS

- 16.1 The Tenant may, at its sole option, at any time during the Term and any renewal thereof if applicable, remove any Improvements made or installed by or on behalf of the Tenant in the Demised Area with the prior express written approval of the Landlord.
- 16.2 The Tenant may, at any time during the Term and any renewal thereof if applicable, replace any Improvements made or installed by or on behalf of the Tenant in the Demised Area with the prior express writing approval of the Landlord.
- 16.3 The costs, liabilities and risks associated with the removal, alterations and/or improvements of the Equipment shall be the responsibility of the Tenant. The Tenant shall further be responsible for all costs, liabilities and risks associated with restoring the Demised Area to a condition satisfactory to the Landlord.

ARTICLE 17 - RE-ENTRY

- 17.1 If the Rent hereby reserved, or any part thereof, shall be in arrears or if the Tenant defaults in the observance or performance of any of the Tenant's other covenants or agreements contained in this Agreement, and the Tenant fails to pay such arrears within thirty (30) days of receipt of notice in writing from the Landlord or if the Tenant fails to remedy any other default within thirty (30) days after receipt of notice from the Landlord (or such longer period as is reasonably required under the circumstances so long as the Tenant commences to remedy within such sixty (60) day period), the Landlord may, in addition to any other remedies the Landlord may have, either in this Agreement or at law, re-enter the Demised Area and the Term or renewal term if applicable hereby granted shall thereupon be terminated. Notwithstanding the foregoing, and without limiting the remedies of the Landlord, in the event the Tenant fails to remedy a default not related to payment of the Tenant within the above-specified notice period, and provided the Tenant is not bona fide disputing the default, upon the expiration of the above-specified notice period the Landlord, at its option, acting reasonably, may remedy the default on behalf of the Tenant and charge the costs thereof to the Tenant.

ARTICLE 18 - LICENSEE'S DEFAULT

- 18.1 If the Tenant defaults in the observance or performance of any of its covenants or agreements contained in this Agreement, the Landlord may, at its option and upon such reasonable notice as the circumstances warrant, remedy such default and deduct the reasonable cost of such action from the Rent payable under this Agreement or require the Tenant to otherwise reimburse the Landlord for the reasonable cost of such action.

ARTICLE 19 - NON-WAIVER

- 19.1 No condoning, excusing or overlooking by the Landlord or Tenant of any default, breach or non-observance by the Tenant or the Landlord at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of the Landlord's or the Tenant's rights hereunder in respect of any continuing or subsequent

default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord or the Tenant herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord or the Tenant save only an express waiver in writing.

ARTICLE 20 - NOTICE

- 20.1 Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

in the case of notice to the Landlord to:

Manager of Community Centres
Essar Centre
269 Queen Street East
Sault Ste. Marie, Ontario P6A 1Y9

in the case of notice to the Tenant to:

Centro Sports Bar & Restaurant
260 Elizabeth Street
Sault Ste. Marie, Ontario P6A 6J3

- 20.2 Notices shall be delivered personally or by facsimile or mailed by either registered or signature mail and postage prepaid enclosed in a sealed envelope. The time of giving of notice by either registered or signature mail shall be conclusively deemed to be the fifth Business Day after the day of such mailing. Such notice, if personally delivered or if delivered by facsimile, shall be conclusively deemed to have been given and received at the time of such delivery. The parties hereto acknowledge and agree that notwithstanding anything to the contrary in the *Electronic Commerce Act, 2000*, S.O. 2000, c.17, as amended from time to time, any notice, statement, demand, request or other instrument which may be or is required to be given under this Agreement or at law may not be validly delivered by way of electronic communication, save as specifically provided in this Article.
- 20.3 Either party may at any time by giving notice to the other party (in the manner provided above) change its address for notice purposes, and thereafter the address most recently provided shall be deemed to be the address so changed.

ARTICLE 21 - FREEDOM OF INFORMATION

- 21.1 The parties hereto acknowledge and agree that this Agreement and any information contained herein may be required to be released pursuant to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56.

ARTICLE 22 - GENERAL

- 22.1 All rights and remedies of the Landlord under this Lease shall be cumulative and not alternative.
- 22.2 The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement other than as set out in this Agreement which constitutes the entire agreement between the parties concerning the Demised Area and which may be modified only by further written agreement under seal.
- 22.3 The Landlord and the Tenant agree that all of the provisions of this Agreement are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. Should any provision or provisions of this Agreement be illegal or not enforceable, it or they shall be considered separate and severable from this Agreement and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

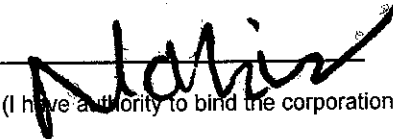
- 22.4 The words "herein", "hereof", "hereby", "hereunder", "hereto", "hereinafter", and similar expressions refer to this Agreement and not to any particular paragraphs section or other portion thereof, unless there is something in the subject matter or context inconsistent therewith.
- 22.5 The headings in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this Agreement nor any of the provisions hereof.
- 22.6 The Tenant covenants not to assign this Agreement or sublicense the Demised Area without the prior express written consent of the Landlord. The consent of the Landlord of any such assignment, transfer or subletting shall not, however relieve the Tenant of any responsibilities, obligations and matters as set out in this Agreement up to the date of the approved assignment. Furthermore, any approved Assignee(s) must agree to be bound by the terms and conditions of this Agreement.
- 22.7 This Agreement and everything herein contained shall operate to the benefit of the parties hereto and be binding upon the respective successors, assigns and other legal representatives, as the case may be, of each of the parties hereto subject to the granting of consent by the Landlord as provided herein to any assignment or sublease, and every reference herein to any party hereto shall include the successors, assigns and other legal representatives of such party.
- 22.8 Time shall be of the essence hereof.
- 22.9 This Agreement shall be governed by and construed in accordance with the laws of Ontario.

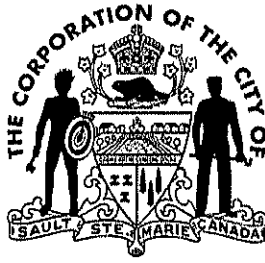
IN WITNESS WHEREOF the parties have affixed their corporate seals attested to by the hands of their officers in that behalf duly authorized.

**THE CORPORATION OF THE
CITY OF SAULT STE MARIE**

MAYOR – CHRISTIAN PROVENZANO

CLERK – MALCOLM WHITE

~~LEGAL NAME~~
2463279 Ontario Ltd. carrying on business as
 Centro Sports Bar &
Restaurant
(I have authority to bind the corporation)



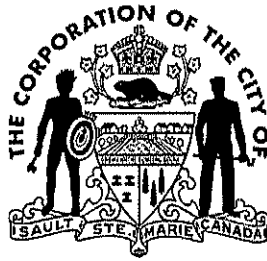
THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR PROPOSAL

LEASING & OPERATION OF RESTAURANT/LOUNGE AREA

JOHN RHODES COMMUNITY CENTRE

**November 24, 2014
File #2015CE01P**



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR PROPOSAL

LEASING & OPERATION OF RESTAURANT/LOUNGE AREA

JOHN RHODES COMMUNITY CENTRE

The Corporation of the City of Sault Ste. Marie invites you to submit a Proposal to lease and operate the Restaurant/Lounge Area located in the John Rhodes Community Centre.

The purpose of this request is to prompt a response from experienced Proponents interested in leasing and operating the Restaurant/Lounge Area located in the John Rhodes Community Centre.

Your Proposal must contain recommendations to satisfy the requirements described in the "Terms of Reference" section supplied with this request.

During the period for Proposal preparation, any questions concerning the requirements or intent of the statements contained herein should be addressed to Mr. Norm Fera, Manager of Community Centres, telephone 705-759-5259.

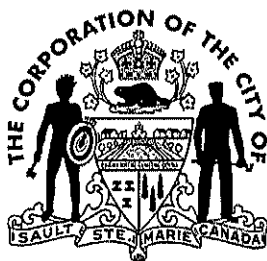
If you are in a position to submit a Proposal for this requirement, the completed Form of Proposal and any required attachments and schedules must be returned, in the Proposal envelope provided, to the Manager of Purchasing, Civic Centre, Sault Ste. Marie, Ontario, prior to the closing date. You are encouraged to make a full copy of the document for your file.

Proposals are due and will be accepted no later than 4:00 o'clock p.m., local time, Friday, January 9, 2015.

We look forward to receiving your response.

Yours sincerely

Tim Gowans
Manager of Purchasing



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

REQUEST FOR PROPOSAL

LEASING & OPERATION OF RESTAURANT/LOUNGE AREA

JOHN RHODES COMMUNITY CENTRE

Sealed Proposals plainly marked as to contents, will be received by the Manager of Purchasing, Civic Centre, Sault Ste. Marie, Ontario until:

4:00 O'CLOCK P.M., LOCAL TIME, FRIDAY, JANUARY 9, 2015

for :

LEASING & OPERATION OF RESTAURANT/LOUNGE AREA

located in the **JOHN RHODES COMMUNITY CENTRE**

Each Proposal must be accompanied by a Security Deposit in the amount of \$10,000.00, in the form of a certified cheque, or commitment from a recognized Financial Institution to provide an irrevocable letter of credit, payable to the Corporation of the City of Sault Ste. Marie, to qualify.

Proponents are required to make a Site Inspection of the Restaurant/Lounge Area accompanied by Mr. Norm Fera, telephone 705-759-5259, or his designate, prior to submitting a Proposal.

Request for Proposal Documents may be obtained from the office of the Manager of Purchasing, Civic Centre, 99 Foster Drive, Sault Ste. Marie, Ontario.

The highest or any Proposal will not necessarily be accepted.

Tim Gowans
Manager of Purchasing

INDEX

- 1) INFORMATION TO PROPONENTS
- 2) FORM OF PROPOSAL
- 3) TERMS OF REFERENCE
- 4) BUILDING DIAGRAMS

SECTION 1

INFORMATION TO PROPONENTS

INFORMATION TO PROPONENTS
LEASING & OPERATION OF RESTAURANT/LOUNGE AREA
JOHN RHODES COMMUNITY CENTRE

1.0 Delivery and Opening of Proposals

Sealed Proposals properly marked as to the contents in the Corporation of the City of Sault Ste. Marie Proposal Envelopes (*please note that alternative packaging will be accepted for Proposal submissions exceeding the capacity of the envelope – use the Proposal Envelope supplied as a label*), will be received by the Manager of Purchasing, Level 2, Civic Centre, 99 Foster Drive Sault Ste. Marie, Ontario, until 4:00 o'clock p.m., local time, Friday, January 9, 2015. Late Proposals will not be accepted and will be returned unopened.

The Corporation reserves the right to reject any or all Proposals and the highest or any Proposal will not necessarily be accepted.

2.0 Errors, Omissions, Clarifications

All requests for technical information or to clarify the Terms of Reference shall be addressed to Mr. Norm Fera, Manager of Community Centres, telephone 705-759-5259 or by email to n.fera@cityssm.on.ca.

All questions and requests for clarification relating to the Request for Proposal process and/or identification of any errors or omissions in the Request for Proposal documents shall be directed to Mr. Tim Gowans, Manager of Purchasing, at (705) 759-5298, or by email to t.gowans@cityssm.on.ca. The Manager of Purchasing may, at his sole discretion, issue a written addendum. Neither the named City Contact nor the Manager of Purchasing will make oral interpretations or clarifications, as to the meaning of the Proposal documents.

3.0 Informal Proposals

Proposals which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal.

Information to Proponents (cont'd)

Leasing & Operation of Restaurant/Lounge Area – John Rhodes Community Centre

4.0 Ability and Experience of Proponents

No Proposal will be considered from any Proponent unless known to have a background of experience in a related enterprise of a character similar to that covered by this document.

5.0 Conditions and Requirements of Work

Proponents are required to submit their Proposals upon the express conditions that they shall satisfy themselves by personal examination of the location of the proposed works. **To satisfy this requirement, Proponents are required to make a Site Inspection of the Restaurant/Lounge Area accompanied by Mr. Norm Fera, or his designate, prior to submitting a Proposal. The Date and Time of the Site Inspection shall be noted on the Form of Proposal submitted.**

6.0 Execution of Contract

The successful Proponent will be required to agree upon a Lease within 30 calendar days after the conclusion of any negotiations and approval by City Council.

7.0 Proposal Left Open

The Proponent shall keep their Proposal open for acceptance for ninety (90) days after the closing date.

8.0 Right To Accept or Reject Proposals

The City reserves the right to reject any or all Proposals or to accept any Proposal should it be deemed in the interests of the City to do so and if only one Proposal is received, the City reserves the right to reject it.

Notwithstanding the foregoing, in the event that a preferred Proposal does not exactly and entirely meet the City's requirements, the City reserves the right to enter into negotiations with the selected Proponent to arrive at a mutually satisfactory arrangement with respect to any modifications to the Proposal.

Information to Proponents (cont'd)

Leasing & Operation of Restaurant/Lounge Area – John Rhodes Community Centre

9.0 Schedule

A- Release of RFP	November 24, 2014
B- Submission of Proposal	January 9, 2015
C- Proposal Evaluation	January/February 2015
D- Recommendation of Award	February 2015
E- Award of Contract	February/March 2015

The City reserves the right to alter the scheduling of items “C” to “E”.

10.0 Proposal Copies

Five (5) complete sets of the Proposal documents are to be submitted– one (1) marked as ***“Original”*** and four (4) sets marked as ***“Copy”***. The ***“Form of Proposal”*** included with the Proposal documents marked ***“Original”*** must bear original signatures to qualify.

Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the Proposal may be communicated.

11.0 Indemnity

The successful Proponent will indemnify and save harmless the City against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which the City may bear, suffer, incur become liable for or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation of non-performance by the successful Proponent of any provision of the agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this contract, or by reason of or arising out of any act, neglect or default by the successful Proponent or any of its agents or employees or any other person or persons, in, on, or about the premises.

The Proponent further covenants that the indemnity herein contained shall extend to all claims, loss, cost and damages by reason of or arising out of improper or faulty erection of equipment erected or installed in connection with this Agreement by the Proponent, its servants or agents, whether or not these have been approved by the City, its servants or agents. The rights to indemnity contained in this paragraph shall survive any termination of this agreement, anything in this agreement to the contrary notwithstanding.

Information to Proponents (cont'd)

Leasing & Operation of Restaurant/Lounge Area – John Rhodes Community Centre

12.0 Insurance Policy & Certificate

The successful Proponent will indemnify and save harmless the Corporation of the City of Sault Ste. Marie of any action arising out of the course of this agreement and will provide a Certificate of Insurance certifying Public Liability and Property Damage Insurance for a minimum of \$2,000,000.00 per occurrence, prior to the commencement of the contract.

The successful Proponent shall maintain such insurance as will protect the Proponent and the City Corporation from all claims for damage or loss, or personal and bodily injury, including death, and from all claims of property damage on an occurrence basis which may arise from their operation under this contract.

The insurance shall be Comprehensive Liability Insurance, including Product and Completed Operations Liability, Contractual Liability, Owners and/or Contractors Protective Liability, Contingent Employers Liability, and shall contain a Cross Liability Clause protecting the City Corporation as if separately insured. The insurance shall have a limit of not less than \$2,000,000.00 inclusive for any one occurrence.

The deductible amount or amounts in any insurance policy required by the City pursuant to this contract shall be subject to the approval of the City. In the event that the City does not accept the deductible amount as proposed by the Contractor, the Contractor shall provide insurance coverage with a deductible amount acceptable to the City.

13.0 Health & Safety Requirements

The successful Proponent will be required to meet all of the requirements of the City's Contractor Prequalification Program prior to the commencement of occupancy of the leased space. Details of the Program requirements may be obtained by contacting Aldo Iacoe, Health & Safety Coordinator - Human Resources Department at 705-759-5367. Preference may be given to Proponents who have completed, or are in the process of completing this requirement prior to submitting a Proposal in response to this RFP.

The successful proponent will be required to submit an original Certificate of Good Standing from the Ontario Workplace Safety & Insurance Board on request by the City and shall provide additional certificates as often as is deemed necessary by the City during the term of the contract to ensure continued good standing with the Workplace Safety & Insurance Board.

Information to Proponents (cont'd)

Leasing & Operation of Restaurant/Lounge Area – John Rhodes Community Centre

14.0 Subletting

The successful Proponent shall keep the work under their personal control, and shall not assign, transfer or sublet any portion without first obtaining the written consent of the Commissioner of Community Services Department. The consent of the Commissioner of any such assignment, transfer or subletting, shall not, however, relieve the successful Proponent of any responsibility for the proper commencement, execution and completion of the work according to the terms of the contract, and the successful Proponent shall, either in person or through an accredited agent, receive all notices, communications, orders, instructions or legal service as if the Proponent were performing the work with their own plant and employees.

15.0 Security Deposit

Each Proposal must be accompanied by a Security Deposit in the amount of \$10,000.00, in the form of a certified cheque, or commitment from a recognized Financial Institution to provide an irrevocable letter of credit, payable to the Corporation of the City of Sault Ste. Marie, to qualify.

The Security Deposit of the successful Proponent will be retained by the City (no Interest will be paid) for the duration of the Lease Agreement and any extensions; and until all monies due to the City as a result of the lease and operation of the Restaurant/Lounge Area have been paid, as determined by the Commissioner of Community Services at his sole discretion. The Security Deposits of the unsuccessful Proponents will be returned after award of the Contract is made.

16.0 Incurred Costs

The City will not be liable nor reimburse any Proponent for costs incurred in the preparation of Proposals, inspections, demonstrations, or any other services that may be required as part of the evaluation process. **Whenever possible, at the sole determination of the City, additional information and/or clarifications will be obtained by telephone or other electronic means.**

17.0 Alterations to Documents

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the Proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the Manager of Purchasing for the purpose of clarification.

Information to Proponents (cont'd)

Leasing & Operation of Restaurant/Lounge Area – John Rhodes Community Centre

18.0 Confidentiality & Post-Award Comment

No Proponent shall have the right to review or receive any information with respect to a Proposal, documentation, or information submitted by any other Proponent. The content of the Proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the *Municipal Freedom of Information and Protection of Privacy Act*. Post-Award Comment by the City regarding this Request for Proposal will be limited to written notification to all Proponents of the successful Proponent's name and address **only**. In submitting a Proposal, Proponents acknowledge and agree to this provision.

19.0 Municipal Freedom Of Information & Protection Of Privacy Act

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the Municipal Freedom of Information and Protection of Privacy Act. The Act gives persons a right of access to information held by the municipality. The right of access is subject to the exemptions contained in the Act.

SECTION 2

FORM OF PROPOSAL

FORM OF PROPOSAL

LEASING & OPERATION OF RESTAURANT/LOUNGE AREA

JOHN RHODES COMMUNITY CENTRE

Mr. Tim Gowans
Manager of Purchasing
Civic Centre
Sault Ste. Marie

I/We the undersigned, having carefully examined the specifications provided, and having read the general conditions and instructions to bidders, attached to and forming a part of this Proposal, hereby propose and agree to lease the Restaurant/Lounge Area located in the John Rhodes Community Centre commencing operations on or before September 1, 2015; as outlined in this Request for Proposal.

I/We have included the required Security Deposit in the amount of \$10,000.00, in the form of a certified cheque, or commitment from a recognized Financial Institution to provide an irrevocable letter of credit, payable to the Corporation of the City of Sault Ste. Marie, with the Proposal. I/We are aware that Proposals submitted in the absence of the required Security Deposit will not be considered.

The mandatory Site Inspection accompanied by Norm Fera, Manager of Community Centres, or his designate, was conducted on _____ (state date & time).

I /We have attached the required Rent Schedule, specified documentation including references and details of experience of key personnel, and all other requirements of this Request for Proposal.

I/We understand that any Proposal submitted without the required attachments and documentation may not be considered.

I/We understand that the Proposal submitted shall include five (5) complete sets of Proposal documents labeled as outlined in Section 1 – Information to Proponents.

It is hereby understood and agreed that upon acceptance of this Proposal by the Corporation of the City of Sault Ste. Marie, a Lease Agreement covering the terms of the Agreement will be prepared by the City, at its own expense, and executed by all parties. This lease will constitute the Agreement for the lease of the space for the Restaurant/Lounge Area in conjunction with the Request for Proposal document and the Proposal submitted.

Form of Proposal (cont'd)

Leasing & Operation of Restaurant/Lounge Area – John Rhodes Community Centre

I/We agree that this Proposal shall be irrevocable from the time and date that Proposals are opened until the contract is awarded or ninety (90) days after the closing date, whichever occurs first.

I/We agree that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a Proposal for the same purpose and is in all respects fair and without collusion or fraud.

I/We further declare that no member of the City Council, or any officer or employee, of the Corporation of the City of Sault Ste. Marie, is, or will become interested directly or indirectly as a contracting party, partner, surety or otherwise in the performance of the Contract, or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein, or in any of the monies to be derived therefrom.

It is further understood and agreed that the highest, or any Proposal, will not necessarily be accepted, and that the City Corporation reserves the right in its absolute discretion to reject any or all Proposals or accept the Proposal including any options deemed most acceptable to the City Corporation.

The City further reserves the right to negotiate further with the successful Proponent to finalize terms and conditions of the Proposal.

This ***“Form of Proposal”*** must be completed, signed in ink, and returned as part of the Proposal submission to qualify.

Form of Proposal (cont'd)

Leasing & Operation of Restaurant/Lounge Area – John Rhodes Community Centre

NAME OF FIRM

ADDRESS

CITY

POSTAL CODE

SIGNING OFFICER SIGNATURE

WITNESS' SIGNATURE

(must be present if Corporate Seal is not affixed to Form of Proposal)

SIGNING OFFICER'S NAME (please print)

TELEPHONE NUMBER

DATE

FAX NUMBER

SECTION 3

TERMS OF REFERENCE

TERMS OF REFERENCE

LEASING & OPERATING RESTAURANT/LOUNGE AREA

JOHN RHODES COMMUNITY CENTRE

1. Introduction

The Corporation of the City of Sault Ste. Marie ("the City") is seeking Proposals from qualified Proponents to lease and operate the restaurant/lounge area located the John Rhodes Community Centre. The restaurant/lounge area caters to both users of the John Rhodes Community Centre, and outside patrons. The restaurant/lounge area is approximately 6,000 square feet in size and is located on the Second Level of the John Rhodes Community Centre. It has viewing to both arenas; and is in close proximity and easily accessible to the Sault Ste. Marie Gymnastic Club and the Municipal Pool. Layout Drawings of the John Rhodes Community Centre are included in Section 4 of this RFP.

The restaurant/lounge area has been operated by a private sector operator since its opening in 1999. The Gross Sales reported for the restaurant/lounge area for 2011, 2012, and 2013 averaged \$543,574.00/year excluding H.S.T. Previously for 2008, 2009, and 2010, the Gross Sales reported averaged \$785,470.00 excluding H.S.T. annually. Future Sales Levels are not guaranteed.

The City's intention through this Request for Proposals is to select a Proponent to lease and operate the restaurant/lounge area under an agreement that would be similar for comparable operations located in a similar environment.

Proponents are required to make a Site Inspection of the Restaurant/Lounge Area accompanied by Mr. Norm Fera, telephone 705-759-5259, or his designate prior to submitting a Proposal.

Each Proposal must be accompanied by a Security Deposit in the amount of \$10,000.00, in the form of a certified cheque, or commitment from a recognized Financial Institution to provide an irrevocable letter of credit, payable to the Corporation of the City of Sault Ste Marie.

2. The Venue

Though originally constructed in 1978, and expanded in 1999/2000, the John Rhodes Community Centre remains a state-of-the-art sports and recreation facility. The restaurant/lounge area is to be operated in a manner consistent with this status.

Terms of Reference (cont'd)

Leasing & Operation of Restaurant/Lounge Area – John Rhodes Community Centre

The John Rhodes Community Centre houses a twin pad arena, a 25 meter - 8 lane pool, the Sault Ste. Marie Gymnastic Club, a Pro Shop along with other amenities. The site also has two football fields, an all weather track, a Skate Park, a Slo-Pitch diamond, mini-soccer fields, and a cricket pitch.

3. Background

At their September 29, 2014 meeting, City Council authorized staff to initiate a Request for Proposal process for the restaurant/lounge area at the John Rhodes Community Centre. The timing of the process is such that the City expects a proponent to be selected and operational prior to September 1, 2015. The present tenant's lease expires in May of 2015.

4. Scope of Operation and Leasing of the Lounge

The City in consultation with private sector consultants provided the fit-up of the restaurant/lounge area in 1999. Most of the furniture, fixtures and equipment are approximately 14 years old.

The successful Proponent will operate a full-service restaurant bar operation in accordance with all applicable laws; and maintain operations in a manner appropriate for a venue of this type. Expenses associated with this requirement will be the responsibility of the successful Proponent.

Operation of the restaurant/lounge area includes but is not limited to the following:

- the restaurant/bar located at the John Rhodes Community Centre, 260 Elizabeth Street, Sault Ste. Marie, ON;
- the lounge will provide a family-oriented "SMOKE FREE" environment;
- the hours of operation will be somewhat flexible depending on the events. The City may require the restaurant/lounge area to be open during certain hours when the Community Centre is open;
- there are numerous special events at this facility and the successful Proponent will be required to work together with the events' organizers;
- serving of alcohol is required as part of the operation. The successful Proponent must be able to lawfully hold a Liquor License in Ontario.
- the furniture, fixtures and equipment are 14 years old. The proponent's proposed rental structure can incorporate alternatives that provide for owner-funded, or lessee-funded fitups. It is estimated that a maximum cost of \$100,000.00 could be attributed to upgrades.

Terms of Reference (cont'd)

Leasing & Operation of Restaurant/Lounge Area – John Rhodes Community Centre

Details concerning these proposed upgrades should be included in the Proposal.

If the event, that the Proponent wishes the City to fund all or a portion of the upgraded fitups, these would be limited to tables and chairs, major kitchen appliances, and similar items. Proponents should provide a list of the items to be upgraded. City-funded upgrades will remain the property of the City. Proponents should indicate the ownership and disposition of any lessee-funded upgrades funded after the lease is ended.

Upgrades to furniture, fixtures and equipment, whether owner or lessee funded, are subject to written approval in advance by the City. Significant changes to the existing décor of the Restaurant/Lounge Area also require advance written permission.

The City will provide existing tables, chairs, millwork, and kitchen equipment. The successful Proponent will provide all of the smallware, (dishes, knives, forks, glasses, pots, pans, etc.), however some smallware items may be available at start up. Clarification of included equipment and furnishings can be obtained during the Site Inspection.

- qualified “Smart Serve” personnel will be required;
- qualified serving and cooking staff will be required;
- the cleaning (janitorial) duties and supplies will be responsibility of the lessee;
- the City tenders for certain products on a Corporation-wide basis. Some of these products, i.e. soft drinks, will be used in the operation of the restaurant/lounge area. The successful Proponent will be required to use products awarded under these tenders in their operations and will be eligible for City pricing;
- the City will be operating food/beverage concessions in other areas of the building.

5. Structure of Agreement

The successful Proponent will be required to enter into a standard lease agreement with the City; similar to those employed for establishments located in a similar facility. The City will prepare the lease based upon the terms proposed by the successful Proponent. The terms of the lease will include, but not be limited to, the following:

- the length of the agreement - the City prefers a 5 year term with option to renew, contingent upon successful negotiations between the City and the successful Proponent;

Terms of Reference (cont'd)

Leasing & Operation of Restaurant/Lounge Area – John Rhodes Community Centre

- lease payments - the City prefers that rent be calculated based on a Fixed Monthly Rental Rate plus H.S.T. for the lease of the restaurant space and use of the common area amenities such as lobby area, parking, etc. The City understands that programming of the facility fluctuates from season to season, with the fall and winter months being the busiest, and is receptive to rent schedules that account for this. Alternative Rent Proposals may be considered;
- additional items - the successful Proponent will also be responsible for additional items which include, but are not limited to:
 - cleaning costs
 - property taxes (Municipal Taxes for 2014 approximately \$18,600.00)
 - payment of all applicable Sales Taxes (i.e.: H.S.T.)
 - maintaining Commercial General Liability Insurance (minimum of \$2,000,000.00 per occurrence – City to be named as Co-Insured)
 - maintaining a Security Deposit in the prescribed form and amount with the City for the duration of lease agreement.

6. Minimum Qualifications

An important evaluation criterion will be demonstrated experience in the operation of restaurant/lounge services. Proposals shall include details of the experience of the Principals and other Key Personnel. Proposals which do not demonstrate this level of experience will not be considered.

The City may also examine the Proponent for responsibility. Responsibility shall include such measures as financial stability, references, and other information related to responsibility. Proponents should be prepared to satisfy the City, upon request, that they possess the financial ability to support the start-up and ongoing costs associated with the lease and operation of the restaurant/lounge area.

7. Proposal Content

Five (5) sets of the Proposal documents shall be submitted – one (1) marked as “***Original***” and four (4) marked as “***Copy***”.

To aid the City in evaluation of the Proposals submitted, the following components are to be included in each set of Proposal documents. The order is to be maintained in the Proposal Submission. Pages are to be numbered and each document securely bound (method at discretion of Proponent):

Terms of Reference (cont'd)

Leasing & Operation of Restaurant/Lounge Area – John Rhodes Community Centre

Title Page - Showing RFP name and file number, closing date and time, Proponent's name, address, telephone number, facsimile number and Contact Person.

Table of Contents - Include page numbers.

Letter of Introduction - One page, introducing the Proponent and signed by the person(s) authorized to sign on behalf of, and bind the Proponent to, statements made in response to this RFP.

Form of Proposal - As included in Section 2 of the Request for Proposal – alterations not permitted. Signed and witnessed as required – original signatures must be present on the Proposal Document set marked "Original".

Proponent's Response –

Summary – Short one or two page summary of the key features of the Proposal. Proponents should outline their vision for the type of operation that they are proposing.

Leasing Term & Lease Payments – State proposed length for the Lease as well as the lease payment amounts and terms. **It should be noted that the Lease Payments require the payment of H.S.T. in addition to the Fixed Monthly Rental Rate.** See Section 5 above in the Terms of Reference for information regarding the City's minimum expectations for the Lease Agreement.

Marketing, Hours of Operation, & Menu – Detail the marketing, programming and/or systems that the Proponent plans to use to enhance the number of patrons and revenues, both from users of the John Rhodes Community Centre and outside.

Proponents should detail their proposed hours of operation – should reflect any seasonal changes.

A sample Menu should be included. Menu should include a variety of offerings appropriate for the patrons of the facility as well as the general public.

Qualifications & Experience – detail skills, qualifications and certifications of Proponent (Principals) and Key Staff for their proposed roles in the operation of the restaurant/lounge area as demonstrated in operations of a similar type, size and complexity.

References – Proponents are required to provide a minimum of four (4) references – should include personal, professional and financial parties with whom the Proponent has had relationships with in the last five (5) years.

Terms of Reference (cont'd)

Leasing & Operation of Restaurant/Lounge Area – John Rhodes Community Centre

Proponents should also include any other information or documentation that they deem to be of assistance to the City during the Evaluation Process.

8. Evaluation

The City of Sault Ste. Marie will evaluate all Proposals received on the basis of defined evaluation criteria. These criteria will not be made available to prospective Proponents. The evaluation criteria will reflect the submission requirements above and include:

- The degree to which all objectives of the City of Sault Ste. Marie are met;
- Quality and clarity of the submission;
- Demonstrated experience and qualifications;
- Financial responsibility;
- Financial Return to the City based on proposed lease payments.

The above list of criteria represents areas which are to be specifically addressed in the Proposal. The evaluation process will not be limited to these areas. Other criteria not specifically listed above will also receive consideration. The order in which the criteria are listed does not indicate the weighting of the evaluation.

As noted, the City of Sault Ste. Marie reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the Proposal call and negotiate with one or more Proponents, or reject any and all Proposals. The City of Sault Ste. Marie will not necessarily select the Proposal with the highest proposed revenue; or any other Proposal.

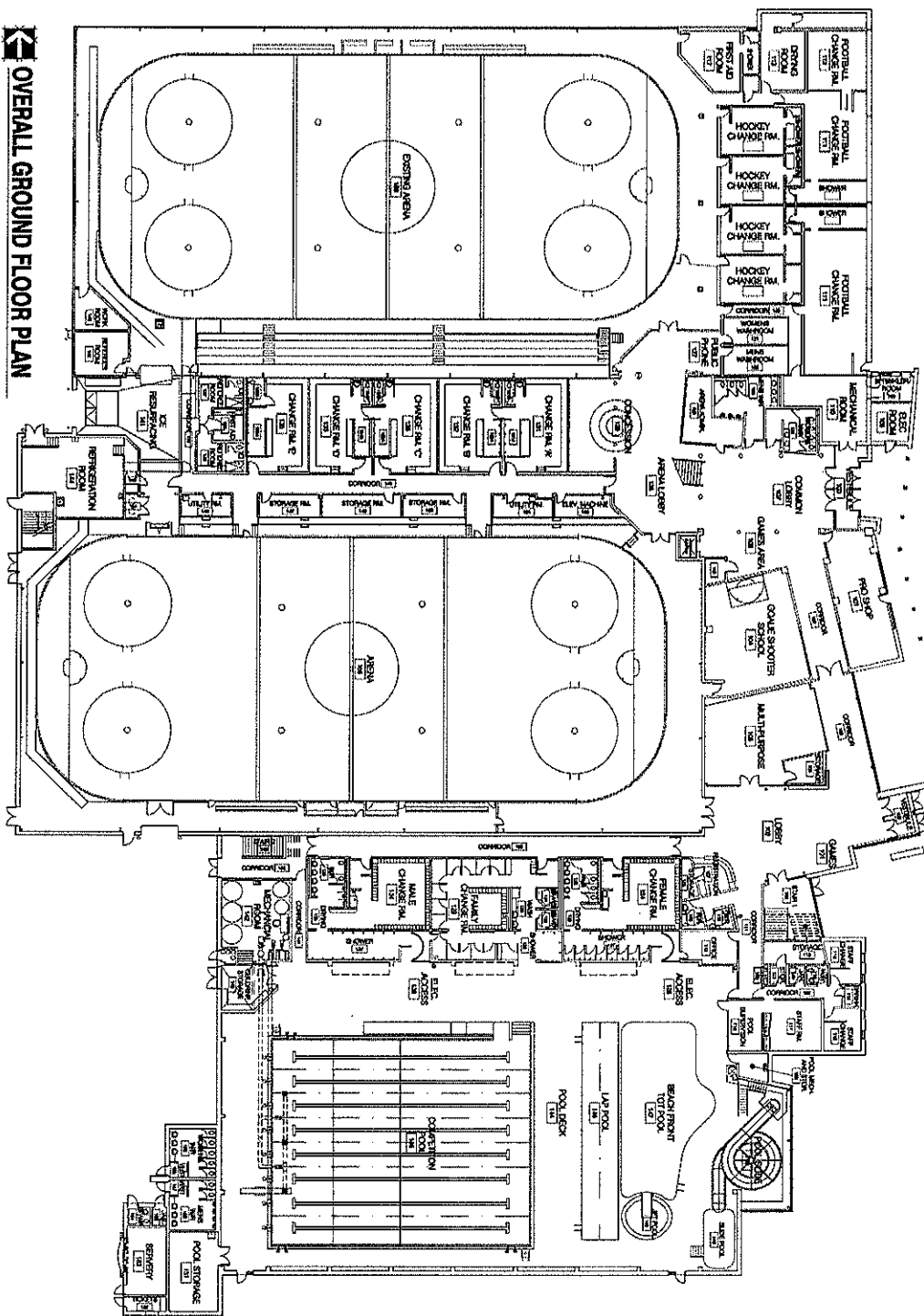
Proponents are reminded that there is no recourse to the City of Sault Ste. Marie for its decision and the City of Sault Ste. Marie will not provide any compensation to Proponents for costs incurred in the preparation of Proposals; or preparation for, or attendance at, any interview requested as part of the evaluation process for Proposals received.

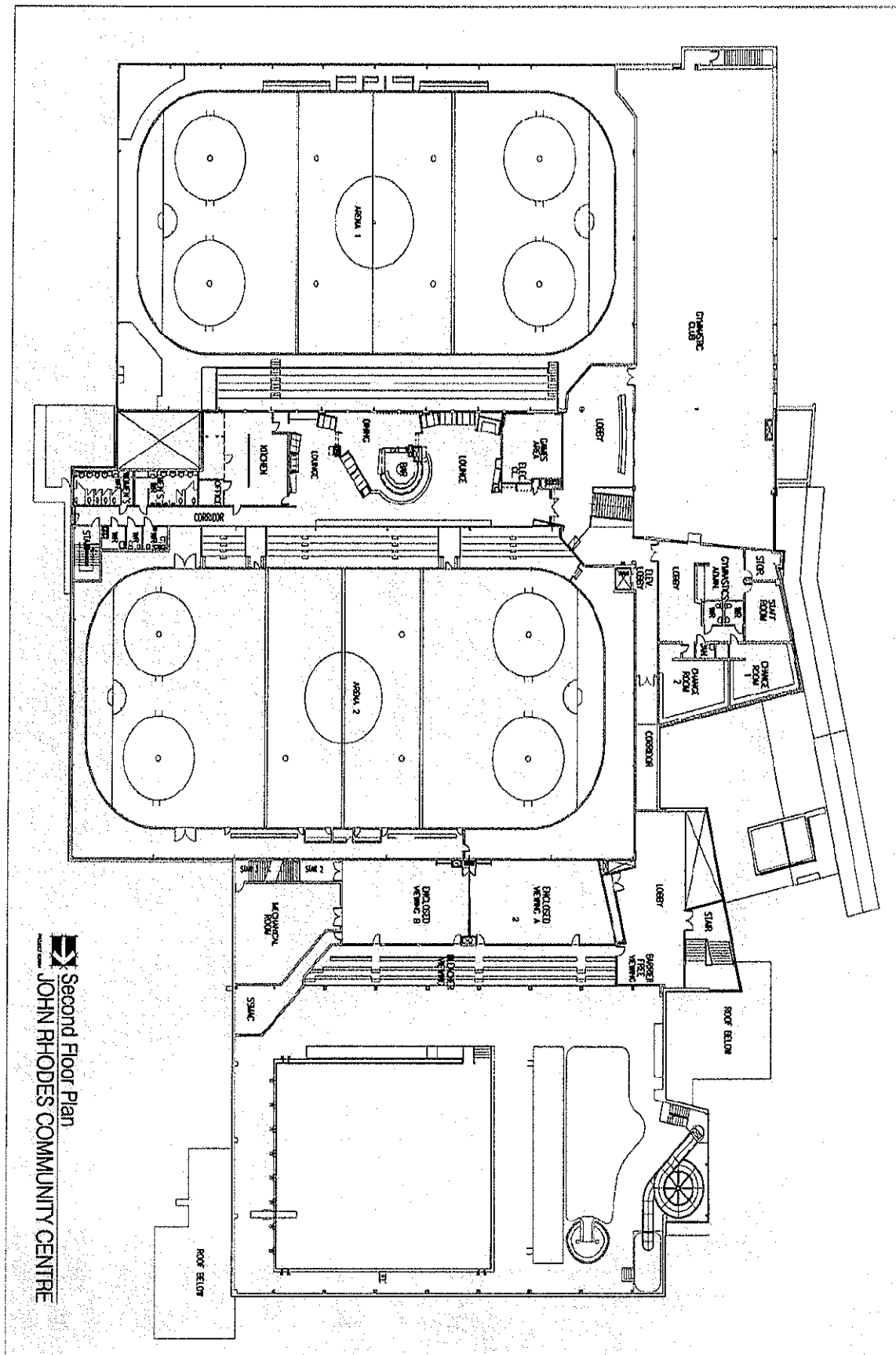
The City of Sault Ste. Marie will endeavour to complete the evaluation process in the shortest time possible. **The City of Sault Ste. Marie reserves the right to contact Proponents to seek clarification of the Proposals, as submitted, to assist in the evaluation process.**

SECTION 4

BUILDING DIAGRAMS

OVERALL GROUND FLOOR PLAN





"Original"

TWO PIZZA AND WINGS BAR & GRILL

REQUEST FOR PROPOSAL DOCUMENT FILE No.2015CE01P

FOOD SERVICE OPERATIONS FOR THE RESTAURANT AT THE JOHN RHODES COMMUNITY CENTRE

Closing Date: 4:00:00 PM local time, January 09, 2015

THE CORPORATION OF THE CITY OF SAULT STE.MARIE

**PURCHASING DEPARTMENT
THE CORPORATION OF THE CITY OF SAULT STE.MARIE
Sault Ste.Marie Civic Centre
99 Foster Drive
Sault Ste.Marie, ON P6A 5X6**

**PROPONENT: TWO PIZZA AND WINGS BAR & GRILL
Contact: Mr. Sam Rezaei, Manager of Operations
Telephone: 705-207-0712 or 416-527-3368
Fax: 705-522-0735
Address: 59 Kingsview Dr.
Sudbury, ON P3B 0C8**

Request For Proposal

Section I - Qualification

This business plan was developed to introduce **Two Pizza & Wings Ltd.** to The Corporation of The City of Sault Ste. Marie as a Proponent for the RFP for restaurant/lounge and concession operations at the John Rhodes Community Center.

Please find a cheque in the amount of \$10 000.00 which represents our Bid Security Deposit.

Two Pizza & Wings Ltd. recognizes and attaches full representative power to **Nahid Shahsbory**. Ms. Shahsbory will hold the position of Director of Operations. **Sam Rezaei** will be the main contact for any negotiations for this contract. Mr. Rezaei is the manager of **Two Pizza & Wings Ltd.** **Sabrina Rezaei** is the supervisor. Both Mr and Ms Rezaei they will take full responsibility as the primary contacts for the awarding of this contract.

Management

I.1 About Two Pizza & Wings Ltd.

Two Pizza & Wings Ltd. is a family-owned sole proprietorship catering, food and beverage concession & restaurant company. The parent company is a 241 Pizza franchise, and has been in business since 1997. The owners of the 241 Pizza are both Nahid and Sam Rezaei whom operates two separate locations. The company is currently serving food in many Southern Ontario cities, including Sudbury, Toronto, Markham, Cobourg and Ajax. Currently our parent company has branched out and opened its own Pizzeria called Sabrina's Pizzeria Bar & Grill and has been operating since 2008 in Newmarket, Ontario. This Pizzeria Restaurant comes from the parent company 241 Pizza and has introduced the new restaurant concept and as a Dine-In Restaurant offering alcohol and non-alcohol beverages. It currently employs 8-14 employees and the volume of sales are approximately \$450 000. This group of companies is also carrying out contracts with several municipal governments. **However, none are with The City of Sault Ste. Marie, and therefore it is believed that no conflict of interest exists.**

The company does not currently have any partnerships in place. It self-manages all its locations. Its head office is located in Sudbury and will service The City of Sault Ste. Marie from this location also. This proposal does not represent a "joint" proposal. **Two Pizza & Wings Ltd.** is the only proponent of the contract being offered by The City of Sault Ste. Marie.

What we are seeking from The City of Sault Ste. Marie is the contract to supply food via food concessions, restaurant dine-ins, catering and barbeque-style kiosks to spectators and athletes at the John Rhodes Community Centre offered by the City.

Two Pizza & Wings Ltd. only provides services to the food industry. It is not involved in any other industries. Its core competence is in providing fresh food through its restaurant services and at food concessions in an exceptionally courteous manner. It currently has contracts with the cities of Sudbury, Markham and Ajax (see Appendix D for Resumes).

The following municipal government contracts are of similar size and type to that being offered by The City of Sault Ste. Marie: The City of Sudbury is for 10 years. The volume sales are approximately \$300 000.00 and it currently employs about 22 employees. The Town of Ajax is for 5 years plus an option for another 2 years. The volume sales are approximately \$80 000.00 and it currently employs about 4 employees. The Town of Markham is for 5 years and on going. The sales volume is approximately \$120 000.00 and it currently employs about 4 to 6 employees. The self-owned Pizzeria Sabrina's Pizza Bar & Grill currently employs 8-14 employees and the volume of sales are approximately \$450 000. We are currently serving other towns also. Details can be provided upon request. Please follow up on our reference we have provided in order to confirm our current contracts and as to the satisfactory performance.

I.2 Management Team

Nahid Shahsabory - Director of Operations

Ms. Shahsabory will coordinate the operations from all its aspects, ensuring the consistency and efficiency of the location. She will be the primary contact in any dealings with The City of Sault Ste. Marie.

Sam Rezaei - Manager

Mr. Rezaei will be aiding Nahid in managing the staff.

Sabrina Rezaei – Supervisor

Ms. Sabrina will be responsible for hiring and day to day operations

Refer to Appendix D: *Resumes*

The number of employees will be approximately 9-14 (and approximately 15 for special events). This number will change according to the needs. Either Mr. Rezaei or Ms. Rezaei will conduct the new hire interviews.

Section II – Business Plan – Description of Proposed Services

This part of the business proposal examines: menus in the terms of menu items and menu prices, labor procedures, and the customer-vendor relationship.

Please note: a WSIB certificate will be provided as a condition of approval. In addition, the full insurance coverage certificate equal to or exceeding \$5 million will also be provided. Also automobile insurance of \$2 million will be provided upon approval.

1.) Mission Statement: our Mission Statement is "To provide healthy quality food at a competitive price".

2.) Customer Service: customer service is our highest priority. If the customer is not 100% satisfied, we will either exchange the product with another or will provide a full refund

3.) Refunds: opened or spoiled food will be 100% refundable. If the customer is not 100% satisfied, we will either exchange the product with another or will provide a full refund.

4.) Food and Beverages: we have always done business by providing a menu selection that includes mostly "healthy", "quality" foods. These are produced by the best food processing companies. We include only a small selection of "treats" or non-healthy items.

Refer to Appendix A: *Products and Prices* for a detailed menu list. Our menu is flexible and will be changed upon recommendation from The City of Sault Ste. Marie. *Canada's Food Guide to Healthy Eating* will influence any future changes to the proposed menu item list. In addition to the items in the attached menus, we will provide combinations of the proposed menu items at discount prices (e.g. hot dog with pop). Please refer to appendix S for Restaurant menu. **Two Pizza & Wings Ltd.** vows to keep the prices fair. Please refer to appendix S for restaurant menu

We intent to discover a common "novelty" food or drink item or combination food and drink special that can be offered at both locations. This novelty item will be shown to The City for approval, if deemed necessary.

5.) Customer Relations: we will endeavor to develop a customer-vendor relationship based on respect and understanding. We will also operate the business at the highest possible level by ensuring product choices to satisfy customer demand, by enforcing product quality and fair pricing policies, and by requiring consistency in service by the employees.

6.) Hours Of Operation: we will be open from 4pm to 12:00midnight , Monday to Friday and 8am-12:00midnight, Saturday and Sundays, during fall and winter seasons, and on an as-needed basis during the spring and summer seasons. Some small adjustments may be required depending on demand and booking facility. Hours may be extended till 2am as per liquor permit and may be adjusted.

7.) Financial Controls: we will be using a fully operational cash register. Daily sales x-reports and monthly sales z-reports will be printed from the cash register. These will be retained for audit purposes. All daily sales will be documented in a sales journal.

8.) Auditing Of Accounts: we agree to keep our records full and complete and up-to-date with respect to all facilities and revenue streams within the auspicious of this contract. A professional accountant will prepare a certified statement of profit and loss.

9.) Insurance: **Two Pizza & Wings Ltd.** is insured for five million dollars per occurrence for bodily and personal injury, death and damage to property including loss thereof. The City of Sault Ste. Marie will be added as Additional Insured. Moreover, content insurance coverage for property will be located on the premises.

10.) Uniforms: all employees wear clean and professional-looking company uniforms with an identification badge.

11.) Staff Training: all staff will spend one week being closely trained by our Qualified Experienced Manager. Continued supervision will then carry on for several more weeks until the employee demonstrates competence in all their duties. Refer to Appendix E: *Duties and Responsibilities of staff*

12.) Quality control of products: this will be ensured by buying only from reputable suppliers. We will also random sample any new products. We will also train the employees to recognize any food that has gone bad and well as enforce food expiration dates.

13.) Quality Standards: the food we serve is purchased from the best-known manufacturers in the food business (names like Nestle, GFS, Coke, Shopsyies, Dickey Dee, Hershey, etc.).

As we have always done, we will adhere to all health and food regulations that are being enforced by the three levels of government.

Our "Quality Statement" is as follows:

- a. hands will be washed at the beginning of all shifts using adequate soap provided,
- b. food appearing or perceived to be "old" should be adequately discarded immediately.

- 14.) Food Handling: our policy exceeds the standards set by the Health Department. Requirements, such as washing the hands before every shift, will be strictly enforced.
- 15.) Sanitation: We will maintain a high housekeeping and sanitation level. This level will exceed Public Health Standards. A schedule of all housekeeping procedures detailing daily, weekly and monthly duties will be fully enforced to all our employees.
- 16.) Catering Food: our company is very familiar with the catering business and will be available to provide this service if requested.
- 17.) WSIB: our company is registered with the Workplace Safety and Insurance Board. All employees will be covered by it.
- 18.) Special Events: when required, we will bring in extra qualified staff from our company's other locations within Sudbury and North Bay, where we are also established. One or two mobile carts will be added to better serve the unusually high volume of customers.
- 19.) Equipment: all equipment will meet safety code standards and be maintained in excellent working order. All our products will be environmentally safe, and they will include recycled packaging, and will be biodegradable and recyclable whenever it is possible. All pre-packaged food will come only from suppliers who adhere to government health standards.
- 20.) Green Solution: All our products will be Trans fat free. All our coffee machines will have a new advanced technology known as thermo-flask eco-friendly. This will help cut utility costs. Our products will be purchased from Sysco Food Services whom offers pre-cooked and pre-packaged eco-friendly products.
- 21.) Litter Pickup: litter will be picked up at least 2 times per day on regular days and on a greater frequency on special-event days. It will also be picked up on an as-needed basis throughout the day, mostly depending on the volume of customers.
- 22.) Pest Control: spraying for pest will be done on a monthly basis. In addition, other forms of pest control will be carried out upon approval of The City.
- 23.) Repairs And Maintenance: management and staff will ensure that all necessary repairs and maintenance are performed in an adequate and timely manner, including waste removal and sanitation, especially pre-consumer garbage.
- 24.) Flexible: **Two Pizza & Wings Ltd.** is a company of people wanting to work with The City in order to achieve The City's objectives. We are flexible and want to adapt when change is needed.
- 25.) Telephone Costs: **Two Pizza & Wings Ltd.** will be responsible for obtaining a separate telephone line. The company will be full responsible for paying the costs.

26.) Coffee: the coffee we usually serve is produced by Van Houtte. It is high quality. We will bring new equipment for coffee and cappuccino and offer free sampling as a marketing tool. However, if the City prefers another selection, we are prepared to switch. Entering into a contract with Tim Horton's may be another option, which can be entertained at the time of the awarding of this contract.

27.) Advertising: we will take advantage of all advertising opportunities presented to us by the City. We will obtain approval of our ad size, location and content before making them public, and have a strong desire to make a success of all food concessions, in part, by creating a positive public image by way of advertising.

28.) Facility Schedules: **Two Pizza & Wings Ltd.** has a strong desire to be open during all schedule events (and to be prepared to close on-time). We will obtain the monthly schedule of events and immediately begin to schedule our staff and product procurement accordingly.

29.) Security: we will ensure that the food concession facilities are protected with more-than-adequate locking devices. We will provide the Town with a copy of the keys. It is understood that the Town has no liability in the event of theft or vandalism. We will be covered with adequate insurance, both third party liability and property insurance.

30.) Exclusivity: **Two Pizza & Wings Ltd.** currently purchase through Pepsi Bottling Company directly. It would be beneficial because the public would come to expect only those products being offering. Moreover, this company offers a wide selection of drinks, which extent into very healthy drinks for the health-conscious consumer. We would be able to procure product at a less expensive cost as well as be aided in advertising and other remuneration options.

31.) Deliveries of Concession Goods: adequate staff will be made available to receive all shipments. No shipments will be left on the docking areas.

32.) Charity and Donations: **Two Pizza & Wings Ltd.** will donate \$200.00 of food donations to a local charity and donate material donations to local organizations (etc, Red Cross)

33.) Liquor License: Our company has 2 liquor licensed arenas with smart served staff, we will obtain all the necessary license and permits outlined in our permit.

2.1 Menu Items and Pricing

1. Refer to Appendix A: *Products and Prices* for a detailed menu list
2. Our menu is flexible and will be changed upon recommendation from The City of Sault Ste. Marie,

3. Any future changes to the proposed menu item list will be influenced by *Canada's Food Guide to Healthy Eating*,
4. In addition to the items in the attached menus, we will provide combinations of the proposed menu items at discount prices (e.g. ceasar salad with bottled water),
5. **Two Pizza & Wings Ltd.** vows to keep the prices fair, and from time to time and when Special Events warrant it, the menus will include food reflected the event.

2.2 Item and Price Adjustment

Any future item changes or price adjustment will be a direct result of:

1. Public Demand
2. Product Quality and Availability
3. Product Profitability

Section III – Capital Investments

a.) We are prepared to inject \$100 000 to \$110 000 now to 2 years in order to renovate and upgrade the equipment/fixtures/furniture for a state-of-the-art restaurant operation. We plan on giving the restaurant a new facelift and a very modern look. We plan to provide equipment for a state-of-the-art food concession operation. For our new menu, a variety of equipment will be provided, new furniture, new lightings, new fixtures, new signage, etc. Note that all equipment will be purchased before operations of the business. Our injection of capital will start with purchasing equipment needed for the kitchen operations in the City's facilities. We have structured unique platform for the City and our firm to engage in a joint equipment capital plan, once the contract is awarded we will prepare a daily, and monthly log in sheet signed off by our qualified staff to ensure a cleaning program to maintain the highest level of cleanliness of the kitchen and equipment. With the joint plan equipment venture, we ask the City to join and pay half of the capital investment towards the renovation. An estimated cost of the final renovation approximately will cost \$190 000.00 to \$200 000.00 and we will be responsible for half and the City for the other half. We ask the City to take responsibility of the suppression/hood system and grease trap on an as needed basis, in return our firm will be responsibility for any repairs on any of the equipment. Therefore, and equipment purchased by our firm, at the end of the contract term the City will own the equipment. For a detailed outline of the equipment joint plan, we can outline all the information and discuss in person. *Refer to Appendix F Implementation of concession area improvements*

(Please refer to Appendix B - Equipment) We are prepared to start summer of 2015 based on City's approval.

Section IV – Marketing Plan

Two Pizza & Wings Ltd. is offering an exciting marketing plan. We have several specials including coupons, as well as entertainment in order to make the restaurant and concession stand a social center of the City.

First, we will post an “OPEN” sign in neon on the outside of the building, based on City’s approval.

Second, we will offer food combinations (also known as bundling). The most important combo is the pepsi/hamburger or nacho platter /jug of beer all at a reduced price.

Third, we will insert two coupons in the City’s activity and special event booklet that offers the holder one free large pepsi and another offers 2 for 1 pizzas.

We will also provide all day men’s hockey league receipt kickback, for all the receipts they keep at the end of the season we can use them to offer food vouchers for team’s year end party.

Fourth, to make the concession stand a social center, we will offer the spectators service thru walking along the crowds and offering popcorn and chocolate bars. For the customers convenience and entertainment.

Fifth, offering pre-tournament packages, birthday skate pizza packages, on-line reservations.

Sixth, we will be offering free hot chocolate for Family Day.

Seventh, We plan to work as a partnership with the Junior A team, our goal is to increase the attendance for each game, We would like to offer an exciting deal which will be as follows:

Our Restaurant (Two Pizza & Wings) offer prepaid gift cards \$25.00
SOO box office (game night at the doors receive \$5.00 tickets when purchased a restaurant prepaid gift card), in result, this partnership will increase the attendance for each game.

This partnership will help promote the Junior A team, increase sales for the restaurant and in the end of it all the City benefits will higher percentage revenue.

Eighth, the exclusivity the of the City’s vendors upon expiry, we will offer and explore alternative sponsors to help promote the facility and bring friendly competition such as more sponsors, (Labatt and premium beer etc whom offer more variety and lower prices and the kickback incentive can be shared between the City and our firm. Our goal is to achieve the bonuses and signing offers to benefit the City’s interest.

Ninth, offer catering services for the event holders, provide a buffet style for tournaments, we can cater to private functions, such as birthday parties, corporate functions, etc.

Section V – Compensation

Terms of Proposal

1. If the contract is awarded to **Two Pizza & Wings Ltd.**, The City of Sault Ste. Marie will receive the following benefit: the greater of one of two options:

10 year term(5 yr term)plus 5 Option A.) We will guarantee to The City of Sault Ste. Marie a total payment of \$26 212.12 per year plus 6% commission from gross sales for John Rhodes Community Center which can be paid on a monthly basis on the 15th of every month. For all the concessions a flat fee of \$6000.00 per year or 12 % from total gross sales whichever is greater.

or

Option B.) The commission structure for the percentage of gross sales payable to the City is 12% of gross sales up to \$1 million; 20% of gross sales from 1 million to 1.2 million; 25% of gross sales from anything above 1.2 million

**** The City can have staff at the concession to sell tickets for swimming or public skate. Or we can designate one of the concessions primarily for ticket sales only with City Staff. Our company will look after all the food services offered by the concessions. We are willing to negotiated any discusses with the concession services*

****Please note: At the end of the contract we will give a \$5000.00 bonus to The City of Sault Ste. Marie if the contract is awarded for an extra 5 years in total of 15 years.*

****Please note: As a rental structure we would like to offer the City our capital investments at the start of our operation for 2 years as an owner funded fitups as an alternative to your flat fee rent for the first 2 years only. This means our company will inject approximately over \$100 000.00 in investments and in return the City will only have a percentage of sales for the first 2 years (6% only).At the end of the full 10 year term the equipment purchased will be City owned. We are prepared to negotiate in fees in terms of the joint investment plan.*

Appendix A

PRODUCTS AND PRICES (concessions menu)

CHOCOLATE BARS (Nestle and Hershey)	\$1.75
VARIOUS BAGS OF POTATO CHIPS (LAYS)	\$1.75
SOFT DRINKS (Pepsi – 355ml)	\$1.25
MINERAL WATER (Pepsi – 591ml)	\$3.00
FRUIT JUICE (Pepsi – 300ml)	\$3.00
COFFEE (Van Houtte – large)	\$2.00
CAPPACINNO (Van Houtte – large)	\$2.50
TEA (Van Houtte – large)	\$2.00
MILK (Nestle – large)	\$2.50
BAGELS (butter or with cream cheese)	\$2.00-\$2.50
TRADITIONAL TOAST	\$0.75
ICE CREAM (Dickey Dee – Drumstick)	\$1.50-\$ 3.50
(Dickey Dee – Freezy)	\$1.00
SLUSH PUPPIES (large)	\$3.00
FRESH FRUIT	\$1.00
FRUIT SALAD	\$4.75
CAESAR SALAD	\$3.50
GOURMET WRAPS	\$3.00-\$4.00
HEALTHY COOKIES AND BARS	\$0.75
(with added oatmeal, wheat germ, seeds, nuts, dried fruits)	
MUFFINS	\$1.25
(with high fiber ingredients such as carrot, nuts, and dates)	

SOUPS (vegetable, chicken, or beef)	\$2.00
POPCORN	\$3.50
PIZZA SLICE	\$3.50
HOT DOG (Winner or Shopsie)	\$3.50
NACHO & CHEESE	\$4.00
SUBS	\$3.00
BEEF PATIES (King Patties)	\$2.50
FRENCH FRIES (large)	\$4.50
COLD SANDWICHES	Various Prices

****Please note: Our prices may change due to the cost of goods, and labor wages.*

Appendix B

A SAMPLE LIST OF FOOD PREPARATION EQUIPMENT THAT WILL BE PROVIDED

- * P.O.S. terminal
- * deep fryer
- * fridge / freezer
- * oven
- * countertop pizza oven
- * microwave
- * small machines: nachos / coffee / soft ice cream / toaster / slushy / ice maker
- * sink / faucet
- * meat cutters & grinders
- * pots / pans / dishes / cutlery
- * preparation table
- * food warmer
- * heating lamps
- * marquee-style menus
- * new pop coolers
- * dough machine
- * conveyer pizza oven
- * pizza warmer
- * hot dog roller
- * Wooden serving plates

*Chafing dishes

*Wine glasses

*Martini glasses

*Cold pizza table

* other items will be purchased on an as-needed basis

Appendix C

REFERENCES

**(and entities our company has serviced in the past
5 years)**

1. The City of Sudbury, Sudbury Arena Community Services, 240 Rue Elgin St, Sudbury, Ontario E3E 3N6, Contact: Gord, Leblanc (705) 690-0352
2. Angus Glen Community Center, 1800 Centennial Community Center, Markham, Ontario, M3J 1P3, Contact: Alex Gammarco, Telephone: (905)477-7000.ext. 4338
3. The Corporation of The Town of Ajax, Rotary Park, Ajax, 177 Lakedrive way, Ajax, Ontario, L1T 4W8, Contact: Rob Carpenter, Telephone: (905) 683-3740
4. The City of Sudbury Park and Recreation Contact Jeff, Pafford Telephone: (705)674-4455x3434

Appendix D

RESUMES

1.) Nahid Shahsabory

Position: Director of Operations

Address: 12 Butterworth Drive, Ajax, Ontario, L1T 4W8

Professional Experience: 2000-Present - Two Pizza & Wings Ltd., Ajax, Ontario
Manager dealing with customer and client relations

2000-2001 - 241 Pizza, Markham, Ontario
Franchisee

Education: Milliken High School, Markham, Ontario
Centennial College, Scarborough, Business Diploma

2.) Sam Rezaei

Position: Manager

Address: 59 Kingsview Drive, Sudbury, Ontario, P3B 0C8

Professional Experience: 1999-Present - Two Pizza & Wings Ltd., Ajax, Ontario
Manager of company strategy and of employees

1996-Present - Arya Textile, Oshawa, Ontario
President

Education: Thistle Town Collegiate, Etobicoke, Ontario
O.S.S.D.

Appendix E

DUTIES AND RESPONSIBILITIES OF STAFF

Duties and Responsibilities of Staff

Duties of the seasonal part-time employees at Ontario Concession & Catering

Duties include:

1. To open in a timely manner
2. Insure shelving and stocks
3. Serve all customers equally and in a friendly manner
4. To wear proper attire: including proper food wear and hair tied back and a company shirt (uniform)
5. Ensure all equipment is clean and sanitized as required and daily, ensure floor is moped and swiped upon completion of the shift everyday
6. Take out garbage and cardboard at the end of the shift as required
7. Notify management of any abnormalities
8. Develop and maintain a true working knowledge of CGS's (Canadian Guide Standards) equal good and services safety manual and applicable provincial legislation listed there in
9. Ensure you sign your check list (timesheet) daily if it's not signed your hours will not be paid
10. To ensure deposits are made and safe is locked as well as windows and doors upon closing
11. Perform other related duties are required

Rules and Regulations

Refunds & Exchanges: We will refund 100% on any defected product; exchanges will be accepted on new and unused items

First Aid: For any accidents use the First Aid Kit located under the kitchen sink

Washroom emergencies: For any public washroom accidents or emergencies please contact the Community Centre _____

Outside Vendors: For any sale of goods without a valid permit (eg ice cream truck)

Please contact Permits and licensing _____

I understand the above duties and agree to complete them.

Employee signature

Date

Appendix F

IMPLEMENTATION OF IMPROVEMENTS

We plan to undertake any renovations at this time and continue to maintain state of the art technology and upgrade all equipment/ fixtures/furniture on an as needed basis.

First year, we will purchase equipment for the restaurant (approximately \$60 000) during slow season before start date September 1st 2015. Fresh paint the lounge/dining area, upgrade some fixtures and lighting and projector screen to watch games (\$25 000) Also new entrance signage with Company logo and digital menu outside our restaurant lobby (\$5000) For the first year, we will re-paint all the concessions with new signage and some lighting fixtures.

Second year, we will paint the inside and may replace the kitchen tiles and purchase new furniture and sitting booths with our new company logos (approximately \$50 000)

Third year, if the City willing to accept 6% commission only in the third year our company will re-design the bar to extend to overlook both of the rinks (approximately \$40 000)

This rent will be based on the Junior Team Home Ice Soo Thunderbirds using this arena John Rhodes Community Center.

Appendix S (restaurant menu)

Two Pizza & Wing's Starting Lineup

Soup of the Day 4.49

Ask your server what is simmering

Garlic Bread 3.79

Add Cheese 1.00

Potato Skins 6.99

Stuffed with cheese, mixed peppers, onions, and bacon bits and served with sour cream

Nachos 9.99

Crispy tortilla chips smothered in a blend of cheeses and then topped with green onions, tomatoes, lettuce and jalapenos and served with salsa and sour cream

Add spicy beef 1.99

Add chicken 3.49

Buffalo Chicken Wings

Breaded chicken wings tossed in your favorite choice of sauce served with carrots, celery and dipping sauce

1 lb 9.99 **2 lb** 17.99 **3 lb** 23.99

BBQ, Mild, Medium, Hot, Honey Garlic or Cajun

Perogies 9.99

Cheese filled perogies with sauteed onions and bacon topped with a blend of melted cheeses and served with sour cream

Sandwiches & Wraps

All Sandwiches and wraps come with fries or a harvest salad. Substitute Caesar salad, Greek salad or onion rings for 1.79

Cajun Chicken Wrap 9.99

Grilled chicken, bacon, lettuce, tomato and sundried tomato mayonnaise in a warm spinach wrap

Club Wrap 8.99

Bacon, tomato, lettuce, ham and turkey in a flour tortilla shell

Philly Steak Sandwich 10.49

Slow cooked Angus beef piled high
on fresh garlic bread and topped with sauteed peppers, onions and mounds of mixed cheese

Turkey Club 8.99

Deli style turkey breast, crispy bacon,
tomato and leaf lettuce on a freshly toasted ciabatta bun

Classic Grilled Cheese 6.49

This classic triple decker is sure to fill
your hunger

Grilled Vegetable Panini 7.99

Grilled vegetables and feta cheese piled
high in a freshly toasted panini

Spinach & Artichoke Dip 8.99 Spinach, artichoke and cheese
dip served with pita triangle

French Onion Soup 5.49

A rich broth simmering with
sauteed onions, toasted croutons and melted Swiss cheese

Bruschetta 5.99

Toasted garlic loaf topped with our our
homemade bruschetta mix and grated cheese

Chicken Samosas 8.99

Crispy mini pockets of potato,
peas, chicken and spice served with sweet chili dipping sauce

Calamari 8.99

Deep fried calamari served
with seafood sauce

Fiesta Poppers 6.99

Deep fried beer battered
cheddar cheese served with spicy salsa

Garden Veggies & Dip 7.99

An assortment of crisp vegetables served
with our house dipping sauce

French Fries 4.25

Onion Rings 4.45

Sweet Potato Fries 4.99

Fresh From The Garden

Harvest Salad 6.99

Crispy mixed greens with tomatoes,
cucumbers and your choice of dressing

Appetizer size 3.49

Caesar Salad 8.49

Fresh Romaine lettuce tossed with croutons, bacon bits and Parmesan cheese with our creamy Caesar dressing

Appetizer size 5.39

Greek Salad 8.99

Mixed greens tossed in oregano Greek vinaigrette topped with tomatoes, onions, cucumbers, black olives and crumbled feta

Appetizer size 5.49

Fresh From The Grill

All items come with fries or a harvest salad. Substitute Caesar, Greek salad or onion rings for 1.79

Great Canadian Burger 7.99

1/4 lb burger grilled to perfection and served with all the trimmings

BBQ Onion Burger 10.49

8 oz of the juiciest 100% Canadian Angus beef topped with cheese & bbq onion

Grilled Chicken 8.99

Grilled cajun or bbq chicken breast on a toasted bun with lettuce, tomato and onion

Chicken Fingers 9.49

Tender juicy breaded chicken strips served with fries and plum sauce for dipping

Quesadillas 8.99

Soft flour tortilla stuffed with mixed peppers, green onions, diced tomatoes, mixed cheese, salsa and grilled to perfection. Served with a fresh harvest salad with your choice of dressing.

Add Chicken 3.49

Add Beef 2.49

Fajitas 8.99

Julienne mixed peppers and fresh

onions with zesty Cajun spice served
sizzling to your table on a hot iron skillet.
Warm flour tortilla shells and all the toppings
accompany this delight

Add Chicken 3.49

Add Beef 2.49

Gourmet Pizza's & Platter's

Pepperoni&Cheese

Freshly baked crust loaded up with tomato sauce, pepperoni and cheese.

Personal 8.99 **Large** 16.99

Italian

Freshly baked crust loaded up with tomato sauce, Italian sausage, mushrooms, pepperoni, cheese and roasted peppers.

Personal 10.99 **Large** 18.99

Canadian

Freshly baked crust loaded up with tomato sauce, mushrooms, pepperoni, cheese and bacon

Personal 10.49 **Large** 18.49

Build Your Own

Start off with our freshly baked crust, tomato sauce and cheese and then add your choice of any toppings

Personal 8.99 **Large** 16.99

Additional Toppings

Pepperoni, mushrooms, ham, bacon, black olives, green peppers, hot peppers, pineapple, onion, Italian sausage, tomatoes

Personal 1.29 per topping **Large** 1.49 per topping

Grilled Chicken 1.99 per topping 2.99 per topping

SECTION 2

FORM OF PROPOSAL



FORM OF PROPOSAL

LEASING & OPERATION OF RESTAURANT/LOUNGE AREA

JOHN RHODES COMMUNITY CENTRE

Mr. Tim Gowans
Manager of Purchasing
Civic Centre
Sault Ste. Marie

I/We the undersigned, having carefully examined the specifications provided, and having read the general conditions and instructions to bidders, attached to and forming a part of this Proposal, hereby propose and agree to lease the Restaurant/Lounge Area located in the John Rhodes Community Centre commencing operations on or before September 1, 2015; as outlined in this Request for Proposal.

I/We have included the required Security Deposit in the amount of \$10,000.00, in the form of a certified cheque, or commitment from a recognized Financial Institution to provide an irrevocable letter of credit, payable to the Corporation of the City of Sault Ste. Marie, with the Proposal. I/We are aware that Proposals submitted in the absence of the required Security Deposit will not be considered.

The mandatory Site Inspection accompanied by Norm Fera, Manager of Community Centres, or his designate, was conducted on DEC. 8th 2014 (state date & time). 6 PM

I /We have attached the required Rent Schedule, specified documentation including references and details of experience of key personnel, and all other requirements of this Request for Proposal.

I/We understand that any Proposal submitted without the required attachments and documentation may not be considered.

I/We understand that the Proposal submitted shall include five (5) complete sets of Proposal documents labeled as outlined in Section 1 – Information to Proponents.

It is hereby understood and agreed that upon acceptance of this Proposal by the Corporation of the City of Sault Ste. Marie, a Lease Agreement covering the terms of the Agreement will be prepared by the City, at its own expense, and executed by all parties. This lease will constitute the Agreement for the lease of the space for the Restaurant/Lounge Area in conjunction with the Request for Proposal document and the Proposal submitted.

13


Form of Proposal (cont'd)

Leasing & Operation of Restaurant/Lounge Area – John Rhodes Community Centre

I/We agree that this Proposal shall be irrevocable from the time and date that Proposals are opened until the contract is awarded or ninety (90) days after the closing date, whichever occurs first.

I/We agree that this Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a Proposal for the same purpose and is in all respects fair and without collusion or fraud.

I/We further declare that no member of the City Council, or any officer or employee, of the Corporation of the City of Sault Ste. Marie, is, or will become interested directly or indirectly as a contracting party, partner, surety or otherwise in the performance of the Contract, or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein, or in any of the monies to be derived therefrom.

It is further understood and agreed that the highest, or any Proposal, will not necessarily be accepted, and that the City Corporation reserves the right in its absolute discretion to reject any or all Proposals or accept the Proposal including any options deemed most acceptable to the City Corporation.

The City further reserves the right to negotiate further with the successful Proponent to finalize terms and conditions of the Proposal.

This ***“Form of Proposal”*** must be completed, signed in ink, and returned as part of the Proposal submission to qualify.

Form of Proposal (cont'd)

Leasing & Operation of Restaurant/Lounge Area – John Rhodes Community Centre

TWO PIZZA AND WINGS LTD.

NAME OF FIRM

59 KINGSVIEW DR.

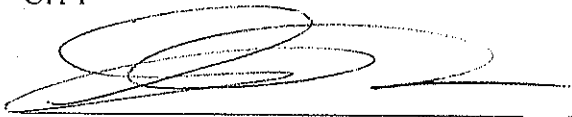
ADDRESS

SUDBURY

CITY

P3B0C8

POSTAL CODE



SIGNING OFFICER SIGNATURE



WITNESS' SIGNATURE

(must be present if Corporate Seal is not affixed to Form of Proposal)

SAM REZAI

SIGNING OFFICER'S NAME (please print)

705-2070712

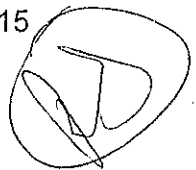
TELEPHONE NUMBER

JAN. 2ND 2015

DATE

705-522-0735

FAX NUMBER



SECTION 3

TERMS OF REFERENCE

PLEASE APPENDIX C

PS

TERMS OF REFERENCE

LEASING & OPERATING RESTAURANT/LOUNGE AREA

JOHN RHODES COMMUNITY CENTRE

1. Introduction

The Corporation of the City of Sault Ste. Marie ("the City") is seeking Proposals from qualified Proponents to lease and operate the restaurant/lounge area located the John Rhodes Community Centre. The restaurant/lounge area caters to both users of the John Rhodes Community Centre, and outside patrons. The restaurant/lounge area is approximately 6,000 square feet in size and is located on the Second Level of the John Rhodes Community Centre. It has viewing to both arenas; and is in close proximity and easily accessible to the Sault Ste. Marie Gymnastic Club and the Municipal Pool. Layout Drawings of the John Rhodes Community Centre are included in Section 4 of this RFP.

The restaurant/lounge area has been operated by a private sector operator since its opening in 1999. The Gross Sales reported for the restaurant/lounge area for 2011, 2012, and 2013 averaged \$543,574.00/year excluding H.S.T. Previously for 2008, 2009, and 2010, the Gross Sales reported averaged \$785,470.00 excluding H.S.T. annually. Future Sales Levels are not guaranteed.

The City's intention through this Request for Proposals is to select a Proponent to lease and operate the restaurant/lounge area under an agreement that would be similar for comparable operations located in a similar environment.

Proponents are required to make a Site Inspection of the Restaurant/Lounge Area accompanied by Mr. Norm Fera, telephone 705-759-5259, or his designate prior to submitting a Proposal.

Each Proposal must be accompanied by a Security Deposit in the amount of \$10,000.00, in the form of a certified cheque, or commitment from a recognized Financial Institution to provide an irrevocable letter of credit, payable to the Corporation of the City of Sault Ste Marie.

2. The Venue

Though originally constructed in 1978, and expanded in 1999/2000, the John Rhodes Community Centre remains a state-of-the-art sports and recreation facility. The restaurant/lounge area is to be operated in a manner consistent with this status.

Terms of Reference (cont'd)

Leasing & Operation of Restaurant/Lounge Area – John Rhodes Community Centre

The John Rhodes Community Centre houses a twin pad arena, a 25 meter - 8 lane pool, the Sault Ste. Marie Gymnastic Club, a Pro Shop along with other amenities. The site also has two football fields, an all weather track, a Skate Park, a Slo-Pitch diamond, mini-soccer fields, and a cricket pitch.

3. **Background**

At their September 29, 2014 meeting, City Council authorized staff to initiate a Request for Proposal process for the restaurant/lounge area at the John Rhodes Community Centre. The timing of the process is such that the City expects a proponent to be selected and operational prior to September 1, 2015. The present tenant's lease expires in May of 2015.

4. **Scope of Operation and Leasing of the Lounge**

The City in consultation with private sector consultants provided the fit-up of the restaurant/lounge area in 1999. Most of the furniture, fixtures and equipment are approximately 14 years old.

The successful Proponent will operate a full-service restaurant bar operation in accordance with all applicable laws; and maintain operations in a manner appropriate for a venue of this type. Expenses associated with this requirement will be the responsibility of the successful Proponent.

Operation of the restaurant/lounge area includes but is not limited to the following:

- the restaurant/bar located at the John Rhodes Community Centre, 260 Elizabeth Street, Sault Ste. Marie, ON;
- the lounge will provide a family-oriented "SMOKE FREE" environment;
- the hours of operation will be somewhat flexible depending on the events. The City may require the restaurant/lounge area to be open during certain hours when the Community Centre is open;
- there are numerous special events at this facility and the successful Proponent will be required to work together with the events' organizers;
- serving of alcohol is required as part of the operation. The successful Proponent must be able to lawfully hold a Liquor License in Ontario.
- the furniture, fixtures and equipment are 14 years old. The proponent's proposed rental structure can incorporate alternatives that provide for owner-funded, or lessee-funded fitups. It is estimated that a maximum cost of \$100,000.00 could be attributed to upgrades.

Terms of Reference (cont'd)

Leasing & Operation of Restaurant/Lounge Area – John Rhodes Community Centre

Details concerning these proposed upgrades should be included in the Proposal.

If the event, that the Proponent wishes the City to fund all or a portion of the upgraded fitups, these would be limited to tables and chairs, major kitchen appliances, and similar items. Proponents should provide a list of the items to be upgraded. City-funded upgrades will remain the property of the City. Proponents should indicate the ownership and disposition of any lessee-funded upgrades funded after the lease is ended.

Upgrades to furniture, fixtures and equipment, whether owner or lessee funded, are subject to written approval in advance by the City. Significant changes to the existing décor of the Restaurant/Lounge Area also require advance written permission.

The City will provide existing tables, chairs, millwork, and kitchen equipment. The successful Proponent will provide all of the smallware, (dishes, knives, forks, glasses, pots, pans, etc.), however some smallware items may be available at start up. Clarification of included equipment and furnishings can be obtained during the Site Inspection.

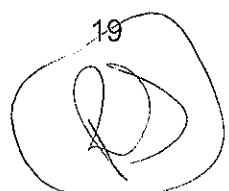
- qualified "Smart Serve" personnel will be required;
- qualified serving and cooking staff will be required;
- the cleaning (janitorial) duties and supplies will be responsibility of the lessee;
- the City tenders for certain products on a Corporation-wide basis. Some of these products, i.e. soft drinks, will be used in the operation of the restaurant/lounge area. The successful Proponent will be required to use products awarded under these tenders in their operations and will be eligible for City pricing;
- the City will be operating food/beverage concessions in other areas of the building.

5. Structure of Agreement

The successful Proponent will be required to enter into a standard lease agreement with the City; similar to those employed for establishments located in a similar facility. The City will prepare the lease based upon the terms proposed by the successful Proponent. The terms of the lease will include, but not be limited to, the following:

- the length of the agreement - the City prefers a 5 year term with option to renew, contingent upon successful negotiations between the City and the successful Proponent;

19



Terms of Reference (cont'd)

Leasing & Operation of Restaurant/Lounge Area – John Rhodes Community Centre

- lease payments - the City prefers that rent be calculated based on a Fixed Monthly Rental Rate plus H.S.T. for the lease of the restaurant space and use of the common area amenities such as lobby area, parking, etc. The City understands that programming of the facility fluctuates from season to season, with the fall and winter months being the busiest, and is receptive to rent schedules that account for this. Alternative Rent Proposals may be considered;
- additional items - the successful Proponent will also be responsible for additional items which include, but are not limited to:
 - cleaning costs
 - property taxes (Municipal Taxes for 2014 approximately \$18,600.00)
 - payment of all applicable Sales Taxes (i.e.: H.S.T.)
 - maintaining Commercial General Liability Insurance (minimum of \$2,000,000.00 per occurrence – City to be named as Co-Insured)
 - maintaining a Security Deposit in the prescribed form and amount with the City for the duration of lease agreement.

6. **Minimum Qualifications**

An important evaluation criterion will be demonstrated experience in the operation of restaurant/lounge services. Proposals shall include details of the experience of the Principals and other Key Personnel. Proposals which do not demonstrate this level of experience will not be considered.

The City may also examine the Proponent for responsibility. Responsibility shall include such measures as financial stability, references, and other information related to responsibility. Proponents should be prepared to satisfy the City, upon request, that they possess the financial ability to support the start-up and ongoing costs associated with the lease and operation of the restaurant/lounge area.

7. **Proposal Content**

Five (5) sets of the Proposal documents shall be submitted – one (1) marked as “*Original*” and four (4) marked as “*Copy*”.

To aid the City in evaluation of the Proposals submitted, the following components are to be included in each set of Proposal documents. The order is to be maintained in the Proposal Submission. Pages are to be numbered and each document securely bound (method at discretion of Proponent):

Terms of Reference (cont'd)

Leasing & Operation of Restaurant/Lounge Area – John Rhodes Community Centre

Title Page - Showing RFP name and file number, closing date and time, Proponent's name, address, telephone number, facsimile number and Contact Person.

Table of Contents - Include page numbers.

Letter of Introduction - One page, introducing the Proponent and signed by the person(s) authorized to sign on behalf of, and bind the Proponent to, statements made in response to this RFP.

Form of Proposal - As included in Section 2 of the Request for Proposal – alterations not permitted. Signed and witnessed as required – original signatures must be present on the Proposal Document set marked "Original".

Proponent's Response –

Summary – Short one or two page summary of the key features of the Proposal. Proponents should outline their vision for the type of operation that they are proposing.

Leasing Term & Lease Payments – State proposed length for the Lease as well as the lease payment amounts and terms. **It should be noted that the Lease Payments require the payment of H.S.T. in addition to the Fixed Monthly Rental Rate.** See Section 5 above in the Terms of Reference for information regarding the City's minimum expectations for the Lease Agreement.

Marketing, Hours of Operation, & Menu – Detail the marketing, programming and/or systems that the Proponent plans to use to enhance the number of patrons and revenues, both from users of the John Rhodes Community Centre and outside.

Proponents should detail their proposed hours of operation – should reflect any seasonal changes.

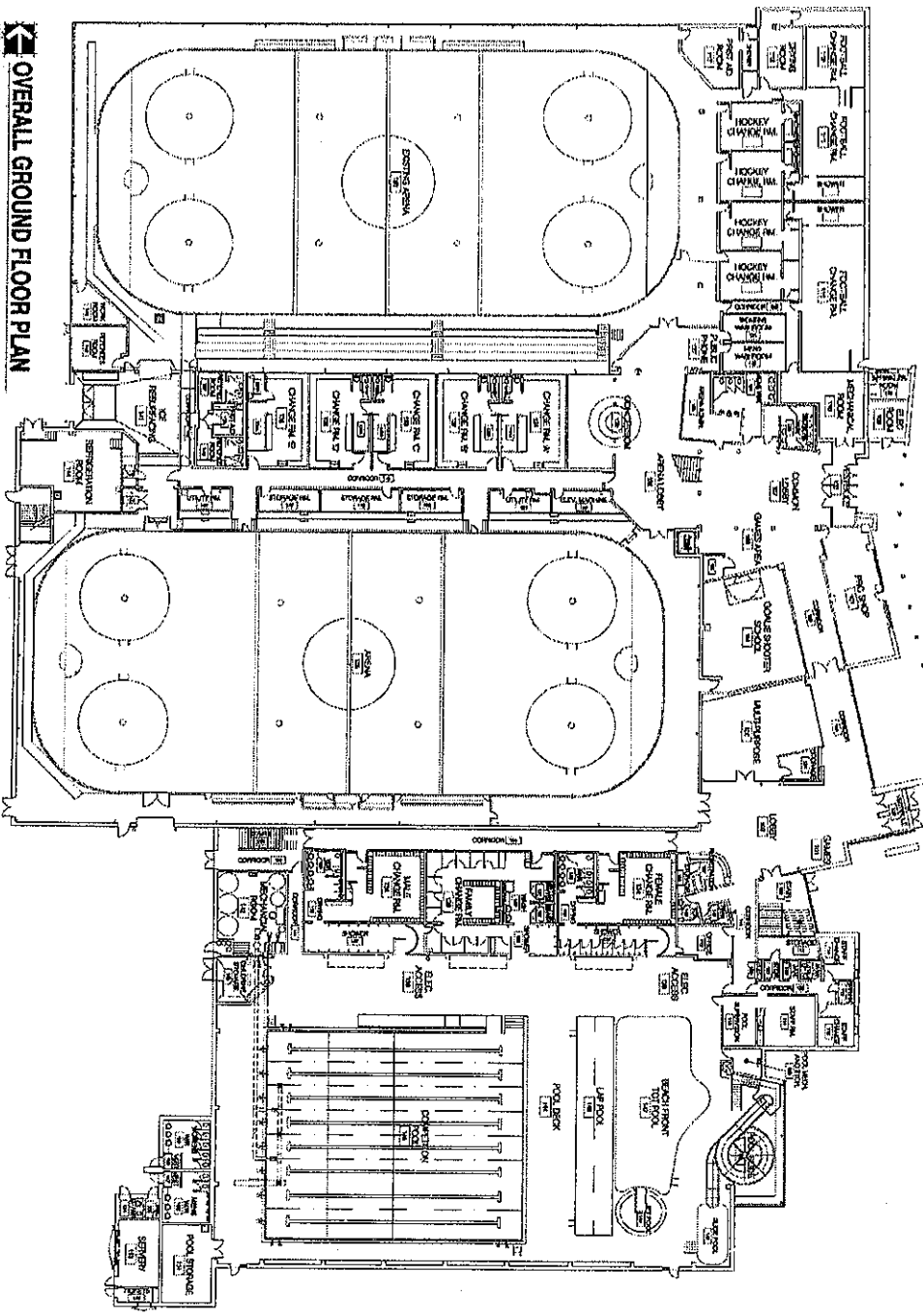
A sample Menu should be included. Menu should include a variety of offerings appropriate for the patrons of the facility as well as the general public.

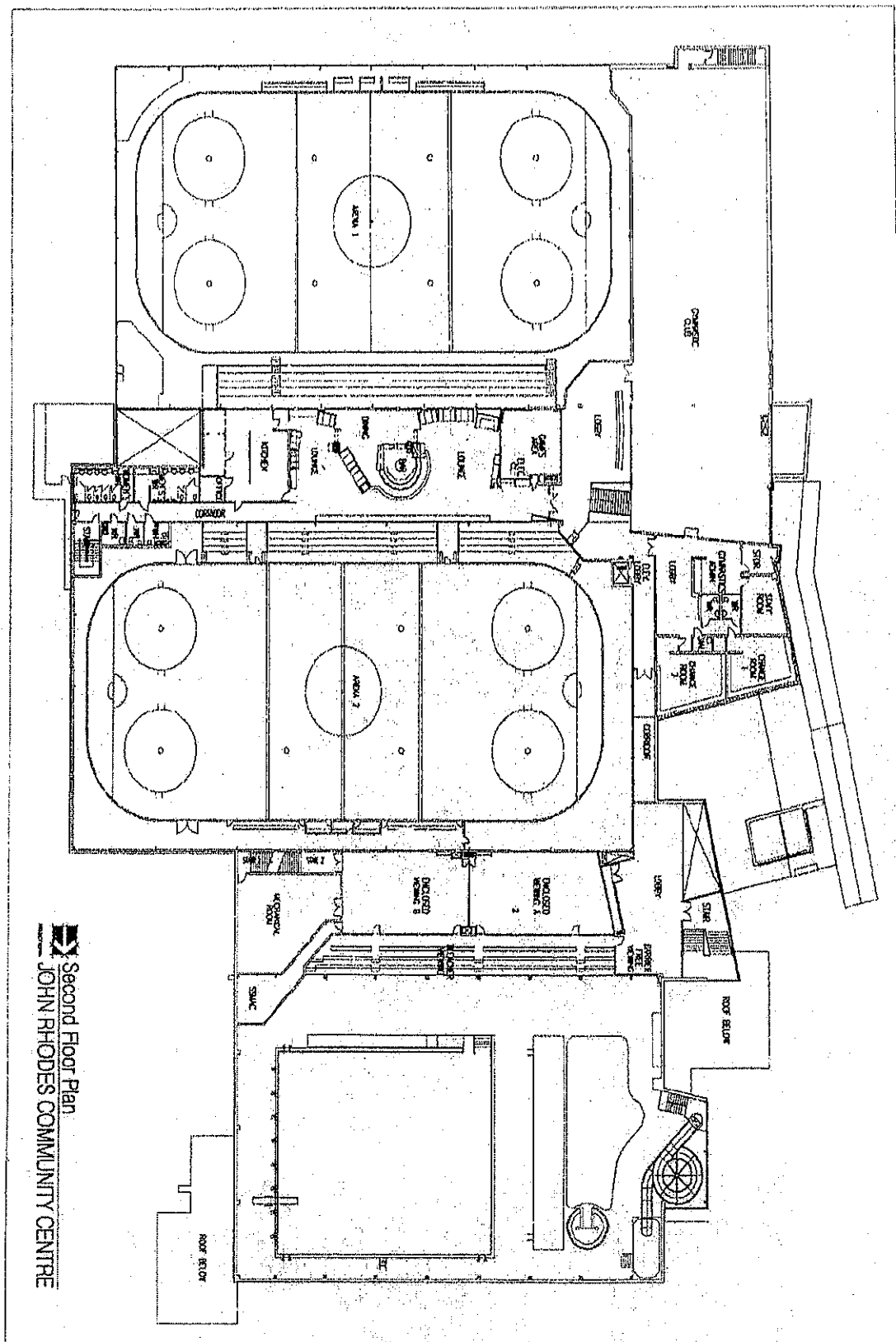
Qualifications & Experience – detail skills, qualifications and certifications of Proponent (Principals) and Key Staff for their proposed roles in the operation of the restaurant/lounge area as demonstrated in operations of a similar type, size and complexity.

References – Proponents are required to provide a minimum of four (4) references – should include personal, professional and financial parties with whom the Proponent has had relationships with in the last five (5) years.



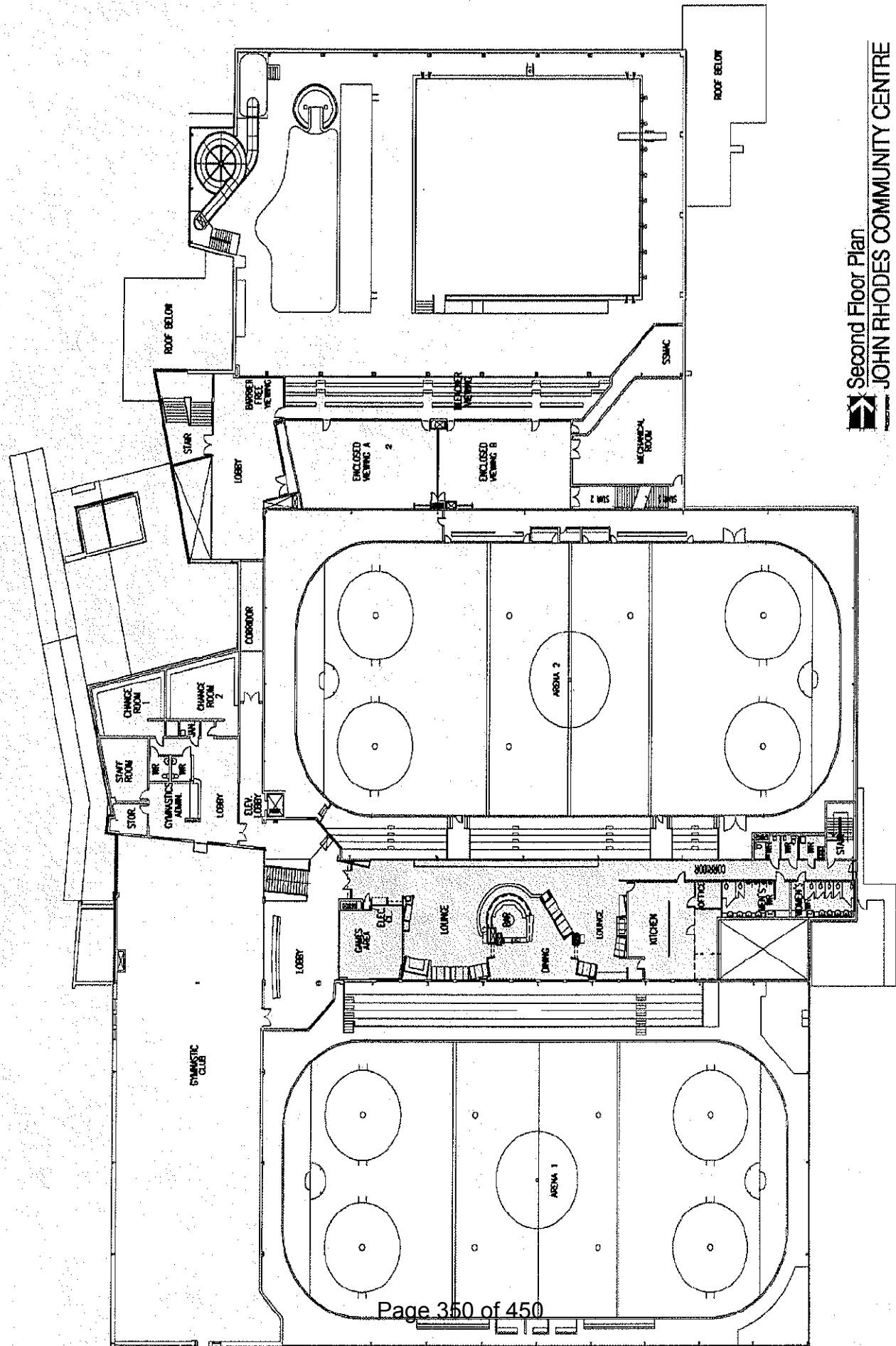
OVERALL GROUND FLOOR PLAN





25
RS

Second Floor Plan
JOHN RHODES COMMUNITY CENTRE



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-138

AGREEMENT: (AG153) A by-law to authorize the execution of an agreement between the City and Q Café & Bakery to permit Q Café & Bakery to occupy a portion of City property along the March Street boulevard adjacent to their operating location at 472 Queen Street East for use as an outdoor patio.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated August 10, 2015 between the City and Q Café & Bakery, 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 10th day of August, 2015.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

wl LEGAL\STAFF\BYLAWS\2015\2015-138 Licence Q Cafe

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this 10th day of August, 2015.

BETWEEN:

**THE CORPORATION OF THE CITY
OF SAULT STE. MARIE**

(herein referred to as the "City")

- and -

Q CAFÉ & BAKERY

(herein referred to as the "Licencee")

The City grants to the Licencee the right to occupy the property of the City (the “City Property”) identified as a portion of the March Street road allowance, specifically as shown and identified as “Subject Area” on Schedule “A” attached to this Licence to Occupy City Property Agreement (the “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]

Q CAFÉ & BAKERY

SUSAN WILLEMS VAN DIJK
I HAVE THE AUTHORITY TO BIND Q CAFÉ & BAKERY

**THE CORPORATION OF THE CITY OF
SAULT STE. MARIE**

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

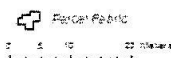
WE HAVE THE AUTHORITY TO BIND THE CORPORATION

[illegible]

The Corporation of the City of Seattle
Engineering & Planning Department
Planning Division
July 22, 2015

This map is for general reference only.
For official mapping, see: 604
Engineering and Planning Department
Orthophoto: None

Projection Details:
 NAD 1983 UTM Zone 16N
 EPSG:North American 1983



【参考文献】

**SCHEDULE “B” TO
LICENCE TO OCCUPY CITY PROPERTY**

This Licence is subject to the following conditions:

1. The Licencee has permission to use and occupy the City Property for the purpose set out herein between the dates of May 15 and October 15 of each year, commencing August 10, 2015.
2. The Licencee shall use the City Property solely for the purpose set out herein, that is, an outdoor seating area/patio consisting of only tables and chairs (the “Patio”) for Q Café & Bakery.
3. The City has no obligation to make any improvements or provide any maintenance to the property described as “Subject Property” in Schedule “A” to this Licence between May 15 and October 15 of each year.
4. The Licencee shall not occupy the City Property prior to May 15 of each year.
5. The Patio described as “Subject Area” in Schedule “A” to this Licence is to comply with the following conditions:
 - a. The Patio must provide for access and clear passage by persons using mobility aides and strollers;
 - b. The Patio must have an entrance no smaller than 850mm (2.79 feet) in width;
 - c. The Patio shall not impede passage along any sidewalk;
 - d. A minimum of 20% of the tables used at the Patio must be accessible for those persons using mobility aides and strollers;
 - e. The accessible tables mentioned above in clause 5 (d.) must provide for knee and toe clearance under the tables;
 - f. The ground surface under the accessible tables mentioned above in clause 5 (d.) must be level, firm, and stable; and
 - g. The Patio must be Smoke Free.
6. The Licencee shall remove all items related to the Licencee’s occupation of the City Property and complete all necessary clean-up activities, leaving the City Property in a condition satisfactory to the City, by not later than October 15 of each year at their sole cost and expense. If the required clean-up activities are not completed by the Licencee by October 15 of each year, the City may complete such clean-up and remove the items as it deems necessary at the expense, liability, and risk of the Licencee.
7. The Licencee represents and warrants that any and all required permits have been obtained including but not limited to permits issued by Algoma Public Health. The Licencee agrees to provide the City with a copy of any permits obtained in respect of the Patio prior to occupying the City Property. Permits 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. The City or the Licencee may cancel this Licence on giving six (6) months written notice to the other party of their intention to do so. Notices shall be deemed given if deposited in the mail with postage charges prepaid and addressed to the party for whom intended at such party's address herein specified.

CITY:

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

LICENCEE:

Q Café & Bakery
472 Queen Street East
Sault Ste. Marie, ON P6A 1Z8
Tel: (705) 254-4949
Email: susanwvd@gmail.com

9. The Licencee shall not assign, transfer or make any other disposition of the Licence, or of the rights conferred thereby, without the prior express written consent of the City.
10. The Licencee shall not use or permit the use of the City Property for any purpose other than the purpose herein set out, namely only the operation of a Patio and components thereof that have complied with the terms and conditions of this Licence. The Licencee shall not erect any structures, or conduct any other activity on the City Property unless expressly set out and approved by the City in writing.
11. The Licencee represents and warrants that no alcohol will be served or consumed on the City Property.
12. All matters related to the Patio are the responsibility of the Licencee. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with any other matters related to the Patio. The Licencee shall be responsible for all costs, expenses, and liabilities relating to the setup, presence, and removal of all matters related directly or indirectly to the Patio located on the City Property.
13. The Licencee acknowledges and agrees 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 from the Patio.
14. The Licencee shall comply with all Laws, By-Laws, Rules, and Regulations of any governing body respecting the Patio, and shall save harmless and fully indemnify the City from and against all losses, costs, damages, and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee with such Laws, By-Laws, Rules, and Regulations.

15. The Licencee shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the Patio.
16. The Licencee shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Patio, the intent being that the City shall be at no risk or expense to which it would not have been put had the Patio not existed.
17. The Licencee shall not assign, transfer or make any other disposition of the Licence, or of the rights conferred thereby, without the prior express written consent of the City.
18. If, at the sole discretion of the City and/or Emergency Personnel, the City and/or Emergency Personnel requires access to any portion of March Street, such that removal of any portion or the entirety of the Patio is required, the Licencee shall in no way restrict such access and the City and/or Emergency Personnel shall in no way be responsible for restoring the Patio to its condition prior to such access by the City and/or Emergency Personnel.
19. The Licencee shall keep in force between May 15 and October 15 of each year, 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 the said insurance shall be filed with the Legal Department of the City of Sault Ste. Marie on or before May 15 of each year.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-139

AGREEMENT: (AG114) A by-law to authorize the execution of a Licence to Occupy City Property Agreement between the City, Downtown Association and the Pentecostal Assemblies of Canada in trust for The Summit (the "Licencees") to permit the Licencees to occupy a portion of Queen Street East from Elgin Street to Bruce Street for the Back to School Carnival on August 29, 2015.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated August 10, 2015 between the City, Downtown Association and the Pentecostal Assemblies of Canada in trust for The Summit, 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 10th day of August, 2015.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

w\ LEGAL\STAFF\BYLAWS\2015\2015-139 Licence Summit Church

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this 10th day of August, 2015.

B E T W E E N:

**THE CORPORATION OF THE CITY
OF SAULT STE. MARIE**

(herein referred to as the "City")

- and -

DOWNTOWN ASSOCIATION

(herein referred to as the "Downtown")

- and -

PENTECOSTAL ASSEMBLIES OF CANADA IN TRUST FOR THE SUMMIT

(herein referred to as the "Church")

The City grants to Downtown and the Church (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 Elgin Street to Bruce Street, Sault Ste. Marie, Ontario, 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)

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Date: _____

DUANE MOLENI – MANAGER

DOWNTOWN ASSOCIATION

I HAVE THE AUTHORITY TO BIND

THE DOWNTOWN ASSOCIATION

) Date: _____

)

)

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) _____

) **REV. JEREMY MURDOCH – SENIOR PASTOR**

) **PENTECOSTAL ASSEMBLIES OF CANADA**

) **IN TRUST FOR THE SUMMIT**

)

) ***I HAVE THE AUTHORITY TO***

) ***BIND THE PENTECOSTAL ASSEMBLIES OF***

) ***CANADA IN TRUST FOR THE SUMMIT***

)

) Date: _____

)

) **THE CORPORATION OF THE CITY OF**

) **SAULT STE. MARIE**

)

)

) _____

) **MAYOR – CHRISTIAN PROVENZANO**

)

)

) _____

) **DEPUTY CITY CLERK – RACHEL TYCZINSKI**

)

) ***WE HAVE THE AUTHORITY TO BIND THE***

) ***CORPORATION***

)

STAFF\AGREEMENTS\DOWNTOWN EVENTS AG114\DOWNTOWN EVENTS AG114\Back to School Carnival – Summit
Church\Licence to Occupy – Back to School Carnival

**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. A BBQ approximately in front of 302 Queen Street East;
2. Live music approximately in front of 312 Queen Street East;
3. Arts and crafts approximately in front of 320 Queen Street East;
4. Lawn games approximately in front of 344 Queen Street East;
5. Mini stick game area approximately in front of 372 Queen Street East;
6. Racecar display approximately in front of 388 Queen Street East;
7. Photo booth area approximately in front of 385 Queen Street East;
8. Face painting approximately in front of 311 Queen Street East;
9. Balloon animals approximately in front of 311 Queen Street East;
10. Two (2) bouncy houses, approximately in front of 316 Queen Street East and 311 Queen Street East;
11. Ball pit approximately in front of 311 Queen Street East;
12. Bicycle display approximately in front of 360 Queen Street East;
13. Alpaca display approximately in front of 341 Queen Street East; and
14. Two (2) hand wash stations as required by Algoma Public Health.

**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. A BBQ;
 - b. Live music;
 - c. Arts and crafts;
 - d. Lawn games;
 - e. Mini stick game area;
 - f. Racecar display;
 - g. Photo booth area;
 - h. Face painting;
 - i. Balloon animals;
 - j. Two bouncy houses;
 - k. Ball pit;
 - l. Bicycle display;
 - m. Alpaca display; and
 - n. Two (2) hand wash stations

collectively referred to as the “Programming” on August 29, 2015 as part of the Back to School Carnival (the “Event”) on Queen Street East, Sault Ste. Marie, Ontario, at the locations identified in Schedule “A” to this Licence Agreement, and subject to the following time schedules for August 29, 2015:

- i. between the hours of 10:30 a.m. to 1:30 p.m., the Licencees may set up and conduct the Programming as necessary; and
 - ii. by the hour of 1:30 p.m., the Licencees shall have completed the removal of the Programming and other items related directly or indirectly from the Event and Programming from the City Property at their sole cost, liability and expense.
2. The Programming described in Schedule “A” to this Licence are to comply with the following conditions:
 - a. The Programming must provide for access and clear passage by persons using mobility aides and strollers; and
 - b. The Programming shall not impede passage along any sidewalk.
3. The Licencees agree to use temporary ramps in locations not in the area of an existing curb ramp and where Programming is to take place.
4. The Licencees 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.

5. Prior to the commencement of the Event, Downtown and the Church 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 August 28, 2015, the Licencees acknowledge and agree that the Programming shall not proceed on August 29, 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

6. All matters related to the Event are the responsibility of the Licencees. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with 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 all matters related directly or indirectly to the Programming and/or the Event located on the City Property.
7. 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 from the Event and/or Programming.
8. 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.
9. 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.
10. 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.

11. 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.
12. 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.
13. The Event shall terminate at 1:30 p.m. on August 29, 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 1:30 p.m. on August 29, 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 1:30 p.m. on August 29, 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.
14. 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.
15. This Licence Agreement shall terminate at 1:30 p.m. on August 29, 2015. The provisions of Paragraphs 4, 6-14 inclusive of this Licence survive the termination of this Licence.
16. 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 August 28, 2015.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-140

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 10th day of August, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

SCHEDULE "A"

BADGE	SPECIAL CONSTABLE	EMPLOYER	PROPERTY LOCATION
26	MCLEOD, ROD	FLEMING & SMITH	378 QUEEN ST E. & APARTMENTS & 27 KING ST.
30	RENDELL, VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
109	SEBECIC, JOHN	DENTAL BUILDING	946 & 216 QUEEN ST E
136	CAIN, JOSEPH	CITY OF SAULT STE MARIE	BELLUVUE MARINA & BONDAR MARINE & PARK
151	PARR, DEREK	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK/DOG AREA/JOHN RHODES/ICE SPORTS COMPLEX
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 / 120 SECOND LINE W
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 PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK/DOG AREA/JOHN RHODES/ICE SPORTS COMPLEX
248	CHAN, GILBERT	DR. RAYMOND CHO	71 & 131 EAST ST / 120 SECOND LINE W
249	CHO, LINDA	DR. RAYMOND CHO	71 & 131 EAST ST / 120 SECOND LINE W
253	TRAYSON, TERRANCE	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/ICE SPORTS COMPLEX
267	CORBIERE, JOHN (TED)	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK/DOG AREA/JOHN RHODES/ICE SPORTS COMPLEX
276	SMITH, DENNIS, ROBERT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
321	LORENZO, COREY	NORPROP SECURITY	S.COLLEGE/A.UNIVERSITY & RES./JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/ICE SPORTS COMPLEX
334	MILLER, BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
335	GROSSO, DONALD	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/ICE SPORTS COMPLEX
344	HARPE, KEN	HOLIDAY INN.	320 BAY ST.
346	HAZLETON, MARGARET	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK & SPORTS COMPLEX/ICE SPORTS COMPLEX
366	TROINOW, VICTORIA	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
369	CARMICHAEL, MARY	ONT.FINNISH HOME ASS.	725 NORTH ST.
370	HANSEN, LOUIS	ONT.FINNISH HOME ASS.	725 NORTH ST.
372	BENOIT, ALAIN	ONT.FINNISH HOME ASS.	725 NORTH ST.
374	TAAVEL, ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
376	FINN, ROBERT	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/ICE SPORTS COMPLEX
391	MCLEOD, HEATHER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/ICE SPORTS COMPLEX
397	LAFFRAMBOISE, YVON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/ICE SPORTS COMPLEX
400	JOHNSON, MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/ICE SPORTS COMPLEX
410	POYNER, HAROLD	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
411	MOORE, ROBERT	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK/DOG AREA/JOHN RHODES/ICE SPORTS COMPLEX
420	FABIANO, ANTONIO	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
430	RUSCIO, DOMINIC	MAJOR CONTRACTING LTD	DAYS INN HOTEL
435	TRAMBLE, GEORGE	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK/DOG AREA/JOHN RHODES/ICE SPORTS COMPLEX
441	WILSON, DAVID	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK/DOG AREA/JOHN RHODES/ICE SPORTS COMPLEX
442	MACLENNAN, MATTHEW	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK/DOG AREA/JOHN RHODES/ICE SPORTS COMPLEX
443	MARCIL, MARK	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK/DOG AREA/JOHN RHODES/ICE SPORTS COMPLEX
446	HALLIDAY, DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONNEYBEARE, KEVIN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/ICE SPORTS COMPLEX
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/635 QUEEN ST E
465	DELAVALLE, DON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/ICE SPORTS COMPLEX
470	WOOLEY, NATHANIEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/ICE SPORTS COMPLEX
480	TELFORD, JASON	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
481	FORD, BRIAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/ICE SPORTS COMPLEX
484	MCLEOD, VIRGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK & SPORTS COMPLEX/ICE SPORTS COMPLEX
486	LONGO, NADIA	GT.NORTHERN RETIREMENT	760 NORTHERN RD.
487	ROUGEAU, MARISA	GT.NORTHERN RETIREMENT	760 NORTHERN RD.
488	LEFLEUR, MARILYN	GT.NORTHERN RETIREMENT	760 NORTHERN RD.
489	MCQUEEN, WANDA	GT.NORTHERN RETIREMENT	760 NORTHERN RD.
490	LUXTON, JEFF	GT.NORTHERN RETIREMENT	760 NORTHERN RD.
493	BROWN, FRASER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/ICE SPORTS COMPLEX
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
511	ADAIR, BRENDAN	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK/DOG AREA/JOHN RHODES/ICE SPORTS COMPLEX
512	DIMMA, JUSTIN	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK/DOG AREA/JOHN RHODES/ICE SPORTS COMPLEX
516	GAY, JAMES	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/ICE SPORTS COMPLEX
517	ROY, BRENDA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/ICE SPORTS COMPLEX
522	MCMAMA, STEVEN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/ICE SPORTS COMPLEX
523	MCBRIDE, GUY	NORPROP SECURITY	REGENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK/DOG AREA/JOHN RHODES/ICE SPORTS COMPLEX
526	JOHNSTON, CORY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./JESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/ICE SPORTS COMPLEX
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/JOHN RHODES/JOE SPORTS COMPLEX
547	LIEPA,MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 48/STATION TOWER
548	CARON,ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR. (CIVIC CENTRE)
552	SENEGAL,DANIEL	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/JOE SPORTS COMPLEX
556	ARCAND,SCOTT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
562	DEARING,SCOTT	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/JOE SPORTS COMPLEX
565	LISCUMB,GERALD	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/JOE SPORTS COMPLEX
566	SWEET,WILLARD	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/JOE SPORTS COMPLEX
568	PICK,DENNY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/JOE SPORTS COMPLEX
569	ZEPPA,JACOB	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
573	RHODES,LILIAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/JOE SPORTS COMPLEX
574	BOUCHARD,DARYL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/JOE SPORTS COMPLEX
580	CHARETTE,ROBERT	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/JOE SPORTS COMPLEX
581	PAVONI,JORDAN	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/JOE SPORTS COMPLEX
582	MAITLAND,DARLA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/JOE SPORTS COMPLEX
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/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/JOE SPORTS COMPLEX
594	PELOSO,MATT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
596	WAGNER,TODD	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
599	BUMBACCO,CARL	CB HOME INSTALLTIONS	321 JOHN ST /342,346 ST GEORGE'S AVE.
601	HART,JASON	NORPROP SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/JOE SPORTS COMPLEX
602	GREENWOOD,LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603	LAMMING,DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
604	WAGNER,MATTHEW	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/JOE SPORTS COMPLEX
606	SHEWFELT,CHERYL	PANORMIC PROPERTIES	621,627,631 MACDONALD AVE
607	FROST,CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
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/JOHN RHODES/JOE SPORTS COMPLEX
611	MIZZI,PRESTON	WENDY'S	1 QUEEN ST W
613	SULLIVAN,SHAWN	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/JOE SPORTS COMPLEX
617	SAVAGE,SAMUEL	G4S SECURITY	SAULT AIRPORT / HOSPITAL
618	DEWING,SANDRA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/JOE SPORTS COMPLEX
619	BERTO,DEBORAH	GATEVIEW REALTY INC.	304-310 ALBERT ST E/420 A&B PRINCESS
620	FERA,NORMAN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
622	PROULX,PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHALIUK,JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
626	CHARRON,ROBERT	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/JOE SPORTS COMPLEX
627	BAKER,WILLIAM	STANDARD PARKING	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E
628	DEWAR,JEFFREY	G4S SECURITY	SAULT AIRPORT / HOSPITAL
630	LAFRAMBOISE,CORY	G4S SECURITY	SAULT AIRPORT / HOSPITAL
631	MACMILLER,TYLER	G4S SECURITY	SAULT AIRPORT / HOSPITAL
632	SAVAGE,MATT	G4S SECURITY	SAULT AIRPORT / HOSPITAL
633	HILL,MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/JOE SPORTS COMPLEX
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 PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/JOE SPORTS COMPLEX
637	TOMASONE,LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD.
640	BRUNI,MICHAEL	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/JOE SPORTS COMPLEX
641	WILHEM,CHARLES	NORPRO SECURITY	REGENT PRO/DAVEY HOME/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK&DOG AREA/JOHN RHODES/JOE SPORTS COMPLEX
642	COULTER,BRANT	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/JOE SPORTS COMPLEX
643	SHAW,KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/JOE SPORTS COMPLEX

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2015-141

PARKING: (P3.9(4)) A by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie.

WHEREAS from time to time persons have been appointed by-law enforcement officers;

THEREFORE 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 93-165 REPEALED**

Schedule “A” to By-law 93-165 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 10th day of August 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK –MALCOLM WHITE

SCHEDULE "A"

Don Scott	1
Sam Piraino	3
David Etchells	51
Renee Vanderklift	71
Frank Jolicoeur	72
Alan Smith	81
Dave Devoe	84
Edward Pigeau	89
George Robinson	94
Bill Long	96
Kevin Scotland	98

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-142

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Montcalm Road from Sackville Road to Superior Drive to facilitate a Street Party (neighbours).

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 MONTCALM ROAD**

The Council of The Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Montcalm Road from Sackville Road to Superior Drive from 2:00 p.m. to 10:00 p.m. on August 15, 2015 to facilitate a Street Party (neighbours).

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 10th day of August, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\1. 2015\2015-142 TEMPORARY STREET CLOSING MONTCALM.DOC

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2015-143

LANE CLOSING: (PR7.1) A by-law to stop up, close, and authorize the sale of a lane in the Sault Ste. Marie Park Subdivision and to repeal By-law 87-193.

WHEREAS a lane more particularly hereinafter described was established as a public lane and assumed for public use by By-law 87-192;

AND WHEREAS By-law 87-193, being a By-law to stop up, close, and authorize the sale of the lane did not receive a third reading;

AND WHEREAS the City of Sault Ste. Marie deems it prudent to stop up, close, and authorize the sale of this lane as intended in By-law 87-193;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie pursuant to Section 37 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **LANE CLOSED**

The lane more particularly described in Schedule "A" to this by-law, having been assumed by the Corporation for public use, is hereby stopped up and closed.

2. **LANE DECLARED SURPLUS**

The lane more particularly described in Schedule "A" to this by-law is surplus to the requirements of the municipality.

3. **EXECUTION OF DOCUMENTS**

The Mayor and Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

4. **EASEMENTS TO BE RETAINED**

The laneway is subject to the retention of easements if required. The Corporation shall stop up, close and authorize the conveyance of the lane more particularly described in Schedule "A" to this by-law.

5. **SCHEDULE "A"**

Schedule "A" forms a part of this by-law.

6. **BY-LAW 87-193 REPEALED**

By-law 87-193 is hereby repealed.

7. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 10th day of August, 2015.

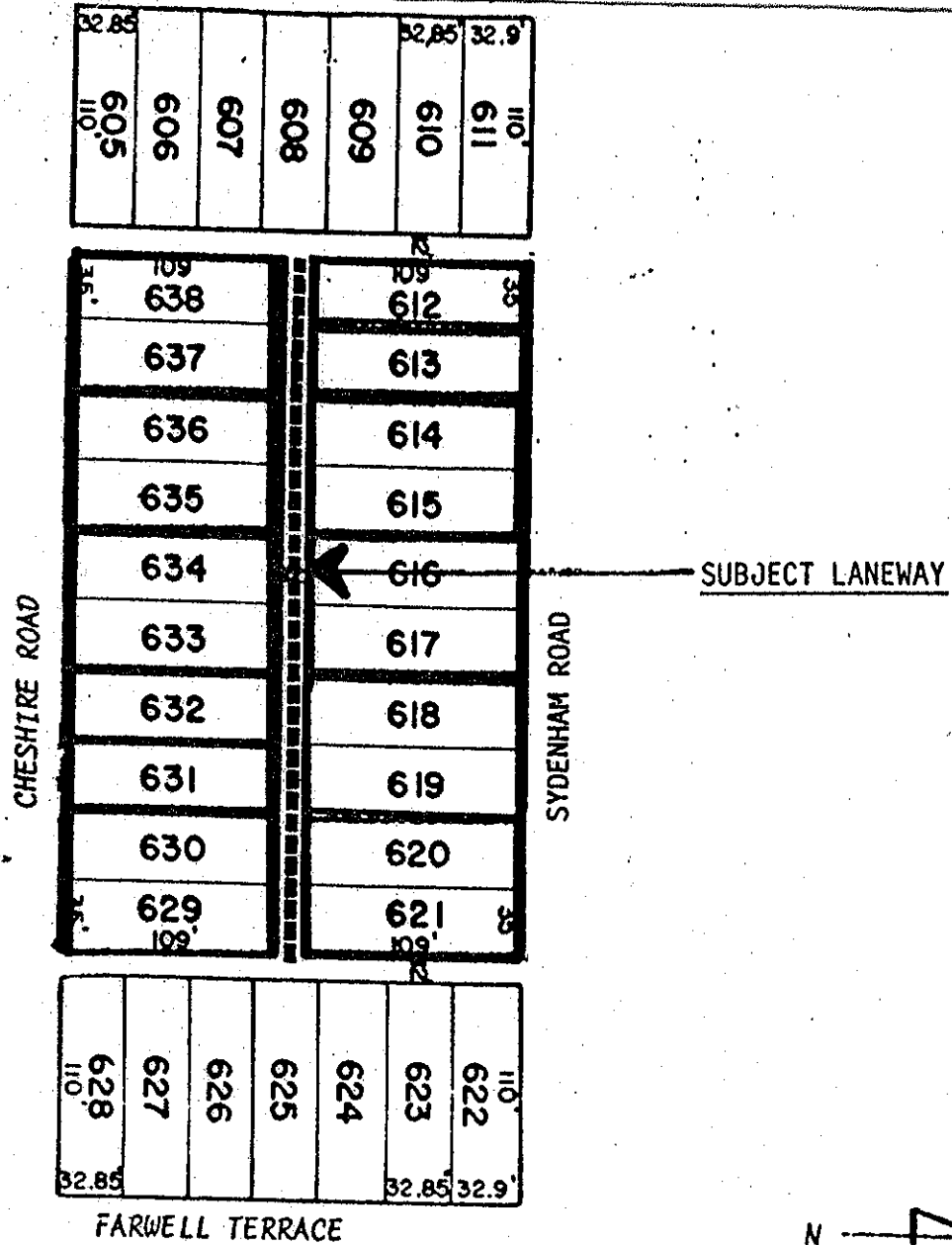
MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

w\LEGAL\STAFF\BYLAWS\1. 2015\2015-143 AND REPEAL 87-193 LANE CLOSING SSM PARK SUB.DOC

SCHEDULE "A" TO BY-LAW 2015-143

PART OF PIN 31585-0094(LT) LANE PL 7602 KORAH LYING S OF LT 612 TO 621;
SAULT STE. MARIE



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-144

RESOLUTIONS: (E2.1) A by-law to amend By-law 2015-124 (a by-law authorizing the execution of Municipal Council Support Resolutions).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **SCHEDULE “D” TO BY-LAW 2015-124 AMENDED**

Schedule “D” to By-law 2015-124 (referencing 460 Pim Street) is hereby repealed and replaced with Schedule “D” (referencing 59 Industrial Park) attached to this by-law.

2. **EFFECTIVE DATE**

This by-law takes effect on the final day of its passing.

PASSED in open Council this 10th day of August, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 4.0

Page 1 of 1 Apr 2015 IESOMRD/F-FIT-010r1

1 Resolution number: _____ Date resolution was passed: <u>August 10, 2015</u>	FIT Reference Number: _____ <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)</i>
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2

[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 4.0.

[AND WHEREAS] SCCEC 4.0 LP (the "Applicant") proposes to construct and operate a
Rooftop Solar Project
(the "Project") on 59 Industrial Park (the "Lands") in
Sault Ste. Marie, Ontario under the province's FIT Program;

[AND WHEREAS] the Applicant has requested that Council of the City of Sault Ste. Marie
indicate by resolution Council's support for the construction and operation of the Project on the Property.

[AND WHEREAS] pursuant to the FIT Rules, Version 4.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;

[NOW THEREFORE BE IT RESOLVED THAT]

Council of the the City of Sault Ste. Marie supports the construction and operation
of the Project on the Lands.

This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project, or for any other purpose.

3

Signed: _____	Signed: _____
Title: <u>Mayor Christian Provenzano</u>	Title: <u>City Clerk, Malcolm White</u>
Date: <u>August 10, 2015</u>	Date: <u>August 10, 2015</u>

(Signature lines for elected representatives. At least one signature required.)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-145

AGREEMENT: (C2.13(6)) A by-law to authorize the execution of an Amendment to the 2014-16 Local Immigration Partnership Contribution Agreement, being Agreement Number S153295049, between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of Citizenship and Immigration, for the continuation of Sault Ste. Marie's Local Immigration Partnership region development for the time period of April 1, 2014 to March 31, 2016.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an Amendment to the 2014-16 Local Immigration Partnership Contribution Agreement, being Agreement Number S153295049, in the form of Schedule "A" attached hereto made between the City and Her Majesty the Queen in Right of Canada, as represented by the Minister of Citizenship and Immigration for the continuation of Sault Ste. Marie's Local Immigration Partnership region development for the time period of April 1, 2014 to March 31, 2016.

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 10th day of August, 2015.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI



BASIC SERVICE PROVIDER INFORMATION

Agreement Number \ N° de l'accord	
Canada Revenue Agency Taxation Number \ Agence du revenu du Canada N° de l'impôt	
Incorporation Number No de constitution en société	
Legal Name of Service Provider	
Mailing Address \ Adresse postale	Project Location Address \ Adresse du projet

Legal Signing Officers (those who have legal authority to sign the Contribution Agreement, any amendments and reports etc.)
Agents signataires légaux (les noms de ceux qui sont légalement autorisés à signer le entente de contribution, des modifications, des rapports, etc.)

TITLE \ TITRE	NAME \ NOM	SPECIMEN SIGNATURE SPECIMEN DE SIGNATURE
1.		
2.		
3.		
4.		
5.		
6.		

How many of the above signatures and in what combination are required to bind your organization in a legal agreement?
Combien des signatures mentionnées plus haut sont nécessaires afin de lier votre organisation dans le cas d'un accord légal ?

Person responsible for books \ Responsable des comptes					
Name \ Nom		Telephone Number - Business N° de téléphone - off.		Telephone Number - Residence N° de téléphone - rés.	
Workers' Compensation Board Status \ Etat auprès de la Commission des accidents du travail					
3 Non Registered Non-enregistré	☐	Registered \ Enregistré	☐	Firm No. N° de la compagnie accordé par la CAT	Account No. N° du compte accordé par la CAT
4 Non-enregistré	☐	Schedule 1 Annexe 1	☐	Schedule 2 Annexe 2	☐
Name of Bank \ Nom de la banque			Account Number (s) \ N° (s) de compte		
Address \ Adresse			Type of Account \ Genre de compte		
Separate Account for Project Compte distinct réservé au projet			Yes Oui		
			No Non		



AMENDMENT TO THE CONTRIBUTION AGREEMENT

AGREEMENT NUMBER: S153295049
AMENDMENT NUMBER: 1

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by the Minister of
Citizenship and Immigration (hereinafter referred to as the "Department").

AND:

The Corporation of the City of Sault Ste. Marie, hereinafter referred to as the "Recipient".

THIS AMENDMENT TESTIFIES that, in consideration of the mutual covenants herein, the parties agree to amend
the Agreement above referenced. The components of the Agreement that will be amended are as follows:

- ☒ The Contribution Agreement (see attached);
- ☒ Schedule 1, entitled *Statement of Planned Activities and Intended Results* (see attached);
- ☒ Schedule 2, entitled *Description of Eligible Costs* (see attached);
- ☒ Schedule 3, entitled *Terms of Payments* (see attached);
- ☒ Schedule 4, entitled *Supplementary Terms and Conditions* (see attached).

PRECEDENCE:

All other clauses and schedules contained in the Contribution Agreement remain unchanged, and in the event of
any inconsistencies, the provisions of the current Agreement including this amendment, take precedence over
those of the original Contribution Agreement and any previous amendment(s).

377 0-450

The parties hereto have signed this Amendment to the Agreement through duly authorized representatives.

Recipient

Recipient

Name (Print)

Name (Print)

Position

Position

Signature

Signature

Date (YYYY-MM-DD)

Date (YYYY-MM-DD)

The Department

Name (Print)

Signature

Position

Date (YYYY-MM-DD)



CONTRIBUTION AGREEMENT

Between:

Her Majesty the Queen in right of Canada,
as represented by the
Minister of Citizenship and Immigration
(hereinafter referred to as the "Department")

25 St. Clair Avenue East, Suite 700
Toronto, ON M4T 1M2
Canada

and

The Corporation of the City of Sault Ste. Marie
(hereinafter referred to as the "Recipient")

99 Foster Drive, PO BOX 580 STN MAIN
SAULT STE. MARIE, ON P6A 5X6
Canada

AGREEMENT NUMBER: S153295049
AMENDMENT: 1

Whereas the Recipient wishes to provide services to eligible clients under the Settlement Program and has applied to the Department for funding under the said Program; and the Department wishes to provide a contribution to the Recipient to assist it in carrying out such services; the Department and the Recipient undertake and agree as follows:

1.0 AGREEMENT

Page 378 of 450

This Agreement, including the attached Schedules, any written instructions issued pursuant to its provisions, and any subsequent amendments thereto, constitute the entire Agreement between the Department and the Recipient, and supersedes all previous documents, negotiations, understandings and undertakings related to its subject matter.

- ☒ The Contribution Agreement;
- ☒ Schedule 1, entitled *Statement of Planned Activities and Intended Results*;
- ☒ Schedule 2, entitled *Description of Eligible Costs*;
- ☒ Schedule 3, entitled *Terms of Payments*;
- ☒ Schedule 4, entitled *Supplementary Terms and Conditions*

2.0 INTERPRETATION

In this Agreement, unless otherwise defined herein:

- 2.1 "Contribution" means a conditional transfer payment for a specified purpose pursuant to a contribution agreement that is subject to being accounted for and audited.
- 2.2 "Services" means the services described in Schedule 1 which are provided directly to eligible clients or which contribute indirectly to the resettlement, adaption, settlement and integration of eligible clients.
- 2.3 "Eligible costs" means the costs described in Schedule 2 required by the Recipient to provide services which are:

- A) incurred and paid by the Recipient in relation to the services during the funding period, or during the fiscal year in the case of multi-year funding, or
- B) incurred by the Recipient in relation to the goods and services purchased during the last two months of the funding period and paid within sixty days of the conclusion of the funding period, and whose validity has been substantiated to the satisfaction of the Department by means of supporting documents including, but not limited to, invoices, cancelled cheques, vouchers and accounting entries.

Restrictions:

- i) Costs associated with validating credentials of eligible clients are not eligible; and



- ii) Profit is neither a "cost" nor an "expense" and therefore may not be included as an eligible cost.
- C) deemed to have been incurred based on a funding formula.

2.4 "Capital costs" means costs that the Recipient expects to incur and pay for capital assets purchased and/or leased (with option to buy and there is reasonable assurance that the lessee will obtain ownership at the end of the lease term), in whole or in part, and costing in excess of \$1000. Capital assets must be recorded according to the "whole asset" approach, taking into account the quantity of items purchased.

2.5 "Eligible client" means:

A) For the Settlement Program:

- i) Permanent Residents of Canada who have not become Canadian citizens;
- ii) Protected persons as defined in Section 95 of the *Immigration and Refugee Protection Act (IRPA)*;
- iii) Individuals who have been selected, in Canada or overseas, to become permanent residents pending completion of medical, security and criminal verification statutory requirements, and who have been informed, by a letter from Citizenship and Immigration Canada;
- iv) Convention refugees and protected persons overseas who have been selected for resettlement in Canada by Citizenship and Immigration Canada;
- v) Live-in Caregivers
 - a) Applicants overseas who have been informed, by a letter of confirmation from Citizenship and Immigration Canada, of the approval of their temporary work permit are eligible to receive services under the Canadian Orientation Abroad (COA) initiative;
 - b) Applicants in Canada and in possession of a temporary work permit issued under the Live-in Caregiver Program are eligible for all settlement services with the exception of language training.

Restrictions:

- 1) To access language training, an eligible client must first undergo a language assessment by a qualified assessor and be of legal school-leaving age within their applicable province or territory;
- 2) Temporary workers, including those nominated under Provincial Nominee Programs, are not eligible for CIC Settlement Program Services except for those accepted under the Live-in Caregiver Program and those described in A) iii) above.

B) For the Resettlement Assistance Program:

the following individuals and their accompanying dependants, as defined in the RAP Terms and Conditions:

- i) Government-Assisted Refugees (GARs), including Joint Assisted Sponsored (JAS) refugees;
- ii) Privately Sponsored Refugees (PSR) including Visa Office Referred (VOR) clients (primarily Port of Entry Services);
- iii) Other groups admitted under a public policy established by the Minister and deemed eligible for RAP;
- iv) Eligible resettled refugees arriving on temp resident permit (e.g. Urgent Protection Cases); and
- v) One-Year Window (OYW) arrivals.

2.6 "Care for Newcomer Children" means unlicensed childcare that is provided to the children of eligible CIC clients while they attend short term and/or long term settlement services.

2.7 For the Resettlement Assistance Program, "temporary accommodation" means any form of accommodation, as deemed suitable by the Department, provided to house and shelter eligible RAP clients following their arrival in Canada.

2.8 "Funding period" means the period specified in Schedule 2 in the section entitled *Duration of Activity / Funding Period*.

2.9 "Term of Agreement" means the period during which this Agreement shall be effective, which period commences on the date the Agreement is signed by both parties and terminates one year after the end of the funding period.

2.10 "Compliance audit report" means an independent assessment done by an accredited auditor (in accordance with Section 58.15 of the CICA handbook) to provide assurance of a Recipient's compliance with a contribution agreement. Audited Financial Statements do not constitute a compliance audit.

3.0 CONTRIBUTION



3.1 In order to assist the Recipient to provide the services, and subject to the terms of the Agreement, the Department will make a contribution to the Recipient in respect of the eligible costs of the services of an amount not exceeding the lesser of:

- A) 100% of the eligible costs; or
- B) the total maximum contribution specified in Schedule 2.

3.2 Costs are eligible costs for the purposes of this Agreement only if they are, in the opinion of the Department:

- A) directly related to and necessary for the provision of the services;
- B) reasonable; and
- C) allowable expenditures for the provision of the services.

3.3

- A) The Recipient will notify the Department in writing with respect to all proposed adjustments to the Agreement. Depending upon the extent and significance of the adjustments, prior written approval by the Department or an amendment to the Agreement may be required.
- B) The Recipient may reallocate eligible costs from the Capital cost category to the Program Delivery category, without prior written approval, when the sum of all transfers is less than 5% of the Capital cost category's original fiscal year budget, to a maximum of \$50,000. The Recipient will notify the Department in writing following such a reallocation.
- C) The Recipient may reallocate eligible costs between existing line items within the same cost category, without prior written approval, when the sum of all transfers is less than 5% of the cost category's original fiscal year budget, to a maximum of \$50,000. The Recipient will notify the Department in writing following such a reallocation.
- D) In addition to any amendment decision made by the Department under clause 3.3 A), amendments to the Agreement will be required for:

- i) increases to the total maximum contribution identified in Schedule 2;
- ii) the inclusion of new line items or cost categories;
- iii) increases in fiscal year allocations;
- iv) changes to the funding period; and
- v) changes related to the scope of the project outlined in Schedule 1.

- E) Note that for the RAP program, temporary accommodation, food and incidentals per person rates as set out in Schedule 2 cannot be changed without prior written approval of the Department.
- F) With respect to prior written approval (including email, fax, memo or written letter) described in clauses 3.3 A), B), C) and E), the written communication between the Recipient and the Department shall constitute part of the Agreement and will supersede the relevant details indicated in the Agreement schedule(s).

3.4 Additionally, in cases where the Recipient receives more funding than anticipated from any or all sources for the activities specified in the Agreement under Section 5.1, repayment of the pro-rata share of the contribution from the Department will be required by the Department.

3.5 Notwithstanding any other provision of this Agreement:

- A) No contribution is payable by the Department in respect to any portion of the cost of any eligible costs for which the Recipient receives a rebate or reimbursement.
- B) Only that portion of the Provincial and/or Federal Tax (GST/HST) which is not refundable by Canada Revenue Agency as an Input Tax Credit or as a Rebate can be claimed as an eligible cost.
- C) Any interest or any other income earned on advances of the contribution shall be accounted for by the Recipient and considered part of the contribution, be included in the calculation of claims, and may result in a repayment.

3.6 Notwithstanding section 3.1:

- A) No contribution shall be paid in respect of costs incurred with respect to a member of staff who is a member of the immediate family of the Recipient, or, if the Recipient is a corporation or an unincorporated association, who is a member of the immediate family of an officer or a director of the corporation or the unincorporated association, unless the Department is satisfied that the hiring of the staff was not the result of favouritism by reason of the staff's membership in the immediate family of the Recipient or officer or director of the Recipient, as the case may be.
- B) For the purposes of this section, "immediate family" means father, mother, stepfather, stepmother, foster parent, brother, sister, spouse, common-law partner, child (including child of common-law partner); stepchild, ward, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law or relative permanently residing with the Recipient, or officer or director of the Recipient, as the case may be.



4.0 CONDITIONS GOVERNING PAYMENT OF THE CONTRIBUTION

4.1 Subject to sections 4.5 and 4.6 and an appropriation by Parliament of required funds, the Department will make payments of the contribution by reimbursement, upon receipt from the Recipient of claims for eligible costs as identified in section 2.3.

4.2 Any payment by the Department under this Agreement is subject to there being an appropriation for the Fiscal Year in which the payment is to be made and to there being funds available; furthermore, should the Department's funds be reduced by Parliament, the Department may reduce or cancel the contribution.

4.3 Claims for reimbursement of eligible costs are to include supporting documents (if requested by the Department) and statements of progress against the achievement of performance objectives, as described in sections 6.6 and 6.7 and Schedule 1 of this Agreement.

4.4 Claims from the Recipient should be submitted according to the reporting frequency specified in Schedule 1.

4.5 The Department may make advance payments of a contribution in approved cases, where the Recipient has requested such payment and the request accords with conditions specified in Schedule 3.

4.6 The Department shall not contribute to costs incurred prior to or subsequent to the funding period except in the case of an expense for a compliance audit report that may be incurred after the end of the funding period, if such a statement is required by the Department.

4.7 Any overpayments, unexpended balances, amounts disallowed on audit, amounts received by the Recipient from other sources that are in excess of total anticipated amounts under section 5.1, and any refunds, rebates, and discounts that have been billed to the Department as part of actual costs, or other amounts owing to the Department by the Recipient shall be recognized as debts due to the Crown, and repaid within 30 days of receipt of notice to do so by the Department, after which time, the *Interest and Administrative Charge Regulations* will apply.

Page 381 of 450

4.8 Amounts due to the Recipient under this Agreement may be set off against amounts owing to the Crown under legislation or previous agreements.

4.9 Where the Department determines that a change in reporting frequency (monthly, quarterly or semi-annual intervals) identified in Schedule 1, or holdback amount identified in Schedule 3 is warranted, it will notify the Recipient in writing and provide details of any changes. The written communication between the Department and the Recipient shall constitute part of the Agreement and will supersede the reporting frequency or holdback amount indicated in Schedule 1 or 3 of the Agreement.

4.10 The Department reserves the right to not process or pay contribution funds in relation to claims for eligible costs submitted more than sixty days after the end of the funding period.

5.0 RECIPIENT'S OBLIGATIONS

The Recipient also agrees to abide by the following obligations during the entire funding period and where relevant, during the entire term of this Agreement:

5.1 To submit to the Department, prior to the start of the agreement, a disclosure of all confirmed or potential sources of funding or in-kind participation for program activities and/or eligible costs related to the agreement. The Recipient shall notify the Department of any changes in funding from other sources for activities related to the Agreement set out in Schedules 1 and 4, and shall do so within 30 days of their occurrence. The Recipient shall submit any changes in the funding level through an updated Forecast of Cash Flow, or as otherwise specified in Schedule 1 or 4;

5.2 To keep all records and provide all services during the funding period in a sustained, diligent, efficient, economical and effective manner, using qualified personnel;

5.3 To ensure that all personnel designated by the Recipient to provide the services described in Schedule 1 of this Agreement are authorized to work in Canada, familiar with the community they serve, and sufficiently familiar with Canadian sociocultural, economic and institutional realities to achieve the performance objectives identified in Schedule 1;

5.4 To adhere to the following Official Language requirements:

- ☒ A) to inform eligible clients of services available in the client's official language through other organizations;
- ☒ B) to organize activities, projects, and programs to forge ties between the two official language



communities;

- ☒ C) to annually consult with francophone minority communities about settlement and re-settlement programming as determined appropriate by the Department;
- ☐ D) to offer services in both official languages based on an assessment of needs by the Department; This will include:
- i) Provision of equal quality services for the general public in both official languages, and for individuals in the language of their choice; and
 - ii) Making the public aware of services through greetings, recorded messages, announcements, broadcasts, signs, documents and other means of communication.
- ☐ E) identify the Project participants/beneficiaries and take all necessary measures to communicate and provide Project-related services to the participants/beneficiaries in English and in French as the case may require;
- ☐ F) the Department has deemed that the requirements under this section (5.4) are not applicable.

5.5 To provide the services in accordance with all applicable laws, by-laws, regulations, guidelines and requirements and, prior to the commencement of the services, to obtain such permits, licenses, consents, authorizations and insurance coverage (including Directors' liability insurance and replacement insurance for capital assets) as may be required to carry out those services;

5.6 To ensure that all members of the Board of Directors:

- A) are chosen in conformity with applicable federal and provincial legislation governing corporations or unincorporated associations;
- B) are fully informed about the management and operations of the Recipient; and
- C) are familiar with the principles of Board governance.

5.7 To conform to the reporting requirements found in section 6.0 for each Agreement it has with the Department;

5.8 Where contribution agreements include provision of funds for Care for Newcomer Children services or daycare services:

- A) Where dependent children receive such services on the same premises in which their parent(s) / guardian(s) receive Settlement Program services, the Recipient must ensure all provisions of the national Care for Newcomer Children Requirements, and, where applicable, the provincial/territorial legislation(s) for licensed daycare are met.
- B) Where dependent children are placed in facilities on premises separate from those where their parent(s) / guardian(s) receive Settlement Program services, the Recipient must ensure that the contracted third party is licensed by the province/territory.

5.9 The Recipient shall notify the Department in writing within 14 days of any staff changes that relate to the management of this Agreement, as well as of any changes in the membership on the Board of Directors;

5.10 The Recipient shall notify the Department in writing of any changes to organizational policies which impact this agreement (e.g. Human resources, financial administration). Should any changes to such policies occur during the course of the Agreement, the Recipient shall provide the Department with a copy of the amended policy within 14 days of the change; and

5.11 Where special training needs of participants with disabilities have been identified, the Recipient shall submit to the Department for consideration a rationale and a budget for the cost of such enhancements.

6.0 PROGRAM MONITORING INFORMATION AND REPORTING REQUIREMENTS

In order to fulfill the Department's information, management and accountability requirements, the Recipient further agrees to abide by the following obligations:

6.1 During the entire funding period, the Recipient will:

- A) ensure that authorized representatives of the Department are permitted reasonable access to all premises where services are being provided under this Agreement, or which provide support for these services, in order to monitor all aspects of the Recipient's compliance with its obligations under this Agreement, including the delivery of services in both official languages where applicable; and
- B) keep and maintain a secure data collection system containing protected information, as required by the Department, about each eligible client to whom services are provided.

6.2 During the entire term of the Agreement, the Recipient will:



- A) keep and maintain proper books and records in accordance with generally accepted accounting principles and business practices, of all assets and liabilities held, all revenues from all sources, and all expenses incurred and paid out in connection with this Agreement; and
- B) retain all invoices, receipts, proofs of payment (e.g. cancelled cheques, bank and/or credit card statements, etc.) vouchers and other supporting documents relating to the financial books and records.
- 6.3 For each reporting period identified in Schedule 1, during the entire term of the Agreement, the Recipient shall also submit to the Department claims for eligible costs (with supporting documents if requested by the Department), and statements of progress, both statistical and narrative, against the achievement of expected results, which are satisfactory to the Department in scope, detail, format and frequency.
- 6.4 The Recipient shall complete an annual project performance reporting exercise using a template provided by the Department. It must be submitted to the Department at the end of the Agreement for single-year Agreements (or less) or at the end of each fiscal year for multi-year Agreements.
- 6.5 During the entire term of the Agreement, and for seven years afterwards, the Recipient agrees to:
- A) Make such information as described in section 6.1, 6.2, 6.3 and 6.4, regardless of format (e.g. paper or electronic) available for inspection, audit and monitoring by representatives of the Department, who may make copies thereof and take extracts therefrom, ensuring that all protected information is protected as per departmental policies;
- B) Make available proper facilities for any such inspection, audit and monitoring by representatives of the Department;
- C) With respect to the books and records described in 6.1, 6.2, 6.3 and 6.4 the Recipient must show evidence of a documented disposition procedure and provide any other information that may be required;
- D) Send copies of any information collected on behalf of CIC to the Department, at such intervals, in such format and by such means as the Department may specify, for use in monitoring and evaluating the services; and
- E) Protected information collected as described in section 6.1 B) must be safeguarded appropriately for its level of classification or designation, and retained only for as long as the client continues to receive services, after which all written or electronic copies of the record must be immediately destroyed. The manner of destruction must be appropriate to the level of classification or designation and the storage media it has been retained in (e.g. paper, electronic). If the Recipient is required to maintain the record for uses outside of the agreement, e.g. a client obtaining services from multiple funders, all identifying information specific to CIC must be removed from the record.
- 6.6 During the entire term of the Agreement, and for greater certainty further to section 6.1 B), the Recipient shall comply with instructions by the Department relating to performance measurement, research, evaluation, monitoring and policy analysis of the program.
- The Recipient also agrees:
- ☒ A) to use the system(s) provided by the Department and maintain internal training and support activities related to these systems. This national data collection and reporting must be satisfactory to the Department in scope, detail, format and frequency; or
- ☐ B) that additional requirements under this section 6.6 as identified by the Department, are not applicable.
- 6.7 The Recipient shall submit to the Department, within sixty (60) days of the end of the funding period or as otherwise specified in Schedule 1 or 4:
- A) a final claim for eligible costs (with supporting documents if requested by the Department);
- B) a final financial report detailing actual expenditures incurred as well as a declaration of revenues received, including in-kind, for the project; and
- C) a final progress report as detailed in Schedule 1.
- 6.8 Recipients shall be subject to monitoring by the Department, (as set out in sections 6.1 to 6.7), in relation to their planned objectives and deliverables. The Department will assess whether satisfactory outcomes have been achieved; whether demand for a particular service still exists, whether administrative documents, required reports, financial records and statements, and any other required documentation are in order.
- 6.9 The Department may request a compliance audit report of the project to ensure compliance with the terms of the agreement. The scope and timing of such an audit will be determined by the Department.



7.0 PRIVACY AND SECURITY OBLIGATIONS

7.1 Personal information collected or maintained by the Recipient within Canada is subject to the provisions of the applicable federal, provincial/territorial privacy and access to information legislation or the *Personal Information Protection and Electronic Documents Act*.

Recipients providing services overseas will:

- A) comply with the current national or domestic laws of the countries where such services are being provided, including any laws that may be enacted after the commencement of the Agreement; and
- B) acknowledge that nothing in the applicable laws derogates from, prevents compliance with or conflicts with the requirements of this Agreement. The Recipient must notify the Department immediately, and where possible in advance, of a change to applicable laws that derogate from, prevent compliance or conflict with the requirements of this Agreement.

7.2 Recipients will limit their collection of personal information to only that which is necessary for them to carry out their programming, and must be proportional to the benefit to be derived from the expected outcomes of the project.

7.3 Personal information shall be treated as confidential and not disclosed to any person, other than the client, except in accordance with applicable law. When requested, recipients shall provide clients with reasonable access to view their information that the Recipient has collected for purposes of CIC-funded programming.

7.4 The Recipient shall take all security measures reasonably necessary to protect any such personal information using methods that are generally used by prudent public and private sector organizations from time to time. These measures must meet the requirements, standards or guidelines found in applicable policy, directives or protocols of the Government of Canada, including those set out in any instructions issued by the Department for the protection of personal information against unauthorized use or disclosure.

Recipients providing services outside Canada will ensure cross-border transmission of personal information between its offices in countries where the Recipient is providing services and fulfilling its obligations pursuant to this agreement must only be done when necessary/required for the performance of the services and shall be in compliance with all sections of this Agreement. If requested by the Department, the Recipient shall provide a description of cross-border transmission of information that is necessary for the service.

7.5

Where the Recipient has reasonable grounds to believe that there has been loss, theft, unauthorized access, disclosure, copying, use, modification or destruction of personal information, or any incident that may jeopardize the security or integrity of personal information, it will immediately notify the Department of the privacy breach. The Recipient will also immediately take all reasonable steps to stop and contain the impact of the breach, assess and resolve the problem, and prevent its recurrence. The Department may direct the Recipient to take specified steps to resolve and prevent a recurrence.

7.6 Despite the provisions of this Agreement, in the event that the Recipient is compelled to produce any personal information pursuant to any applicable legislation, regulation, or any order of any court, tribunal, administrative body or other authority with jurisdiction, whether in or outside of Canada, the Recipient shall notify the Department and the affected client immediately and where possible in advance.

7.7 In addition to the above as it relates to section 6.6 specifically, the Recipient agrees:

☒ A) to:

- i) make available an electronic or paper version of the document that explains the purpose and privacy implications of collecting client's information;
- ii) if the client is illiterate, verbally transmit in a summary way, within the capacity of the Recipient, the contents of the document;
- iii) for clients preferring to read the document in a non-official language, make the translation of the document available to these clients, as far as reasonably possible; and
- iv) comply with the systems related security manual and other related Departmental policies and instructions governing security matters;

☐ B) that additional requirements under this section (7.7) as identified by the Department, are not applicable.

7.8 Without limiting the generality of section 9.0, the Recipient shall be liable for claims resulting from the breach of the privacy and the confidentiality of the information in the course of the performance by the Recipient of its obligations pursuant to this Agreement. The Department will not accept any liability for damage, loss, injury, or claims of any kind, including, but not limited to, breach of confidentiality of information arising out of the performance by the Recipient of its obligations pursuant to this Agreement. The Department is not liable for the physical safekeeping and privacy of documents provided to the



Recipient while such documents are in the possession or control of or under the responsibility of the Recipient, or in the process of being transferred or transmitted to the Department.

7.9 Any violation of the above-noted clauses will be considered a default pursuant to section 8.0 of the contribution agreement.

8.0 DEFAULT

8.1 The following constitute events of default:

- A) The Recipient becomes bankrupt or insolvent, is placed in receivership, or takes the benefit of any statute relating to bankrupt or insolvent debtors.
- B) An order is made or a resolution is passed for the winding up of the Recipient, or the Recipient is dissolved.
- C) The Recipient is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed.
- D) The Recipient has submitted false, misleading, or inaccurate information to the Department.
- E) In the opinion of the Department, the Recipient has failed to provide the services in an acceptable manner.
- F) The activities or anticipated activities of the Recipient are contrary to Canadian law.

8.2 In the event of default and after consultation with the Recipient, the Department may direct that changes be made to the services.

8.3 The Department may also avail itself of either or both of the following remedies, as well as any remedies otherwise available:

- A) by written notice to the Recipient in the event of default, immediately suspend any obligation by the Department to contribute or continue to contribute to the eligible costs of the services contemplated in sections 3.1 and 3.2 of this Agreement, including any obligation to pay an amount owing prior to the date of such notice, until such default is corrected to the Department's satisfaction;
- B) by written notice to the Recipient in the event of default, immediately terminate any obligation to contribute or continue to contribute to the eligible costs of the services contemplated in sections 3.1 and 3.2 of this Agreement, including any obligation to pay an amount owing prior to the date of such notice, where the Department is of the opinion that eligible clients' needs would be better met by such termination or has determined that it would not otherwise be in the Department's interests to continue with its obligation to contribute or to continue to contribute.

8.4 Furthermore, in the event of default and termination of the Agreement by the Department:

- A) the Recipient shall dispose of assets as outlined in section 11.0 of this Agreement; and
- B) the Department shall recover any amount remaining from any advance payment, as described in Schedule 3, as well as any debts due to the Crown as referred to in section 4.7.

8.5 The fact that the Department refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right. Moreover, the partial or limited exercise of a right conferred on the Department by this Agreement shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

9.0 THIRD PARTY

9.1 This Agreement is an agreement for a contribution to the Recipient only, and nothing in it or done pursuant to it is to be construed as constituting the Recipient as the Department's agent, representative, employee or co-venturer. The Recipient is in no way authorized to make a promise, agreement or contract on behalf of the Department.

9.2 More specifically, the Recipient shall indemnify and save harmless the Department from and against all claims, losses, damages, costs and expenses related to the performance by the Recipient of its obligations pursuant to this Agreement, including, but not limited to, the following:

- A) non-payment by the Recipient of debts, loans, capital leases or other obligations to third parties, including but not limited to the case that the Recipient becomes bankrupt or insolvent or is placed in receivership;
- B) any injury or death of a person;
- C) any loss or damage to property caused or alleged to be caused by the Recipient or its servants or agents in carrying out the services;
- D) any settlement for wrongful dismissal by the Recipient; and



- E) any infringement of the third party's intellectual property rights, including claims that stem from the use of hardware or software provided to the Recipient by the Department or acquired by the Recipient with funds pursuant to this Agreement.

9.3 As soon as the existence of a claim from a third party as described in section 9.2 E) is made known to the Department, the Department is entitled to prohibit the Recipient from making further use of the hardware or software described above and to issue instructions to the Recipient regarding such claims. If the Recipient does not comply with any instructions issued by the Department pursuant to section 9.2 E) and this provision, then the Department is entitled to terminate the present Agreement pursuant to section 8.0.

9.4 Where the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient, that they shall also be personally, jointly and severally liable for any and all obligations of the Recipient under this Agreement, and for any debt that may become due to the Department hereunder.

9.5 The Recipient shall not assign this Agreement in whole or in part without the prior written consent of the Department, and any assignment made without that consent is void and of no effect.

9.6 When the Recipient contracts for products or services which are the subject matter of this Agreement, the Recipient must:

- A) use a fair process in obtaining price quotes from prospective contractors;
- B) ensure value for money;
- C) retain, and readily provide to the Department on request, copies of all contracts with third parties; and
- D) maintain accurate records of all transactions with third parties, and provide the Department with reasonable access to these records:
 - i) during the entire term of the Agreement, and
 - ii) for 7 years afterwards.

9.7 Additionally, the Recipient must ensure that any contract entered into with third parties is consistent with this Agreement, including the following terms and conditions:

Page 386 of 450

- A) Nothing in this contract or in work done pursuant to it is to be construed as creating a contractual relationship of any kind between the Department and the third party; the Recipient is in no way authorized to make a promise, agreement or contract on behalf of the Department;
- B) The third party must make available invoices, receipts, cancelled cheques, vouchers, supporting documents, books and records to the Department's representatives for inspection and audit.
- C) The third party must be bound to the same privacy and security obligations that apply to the Recipient under section 7.0 of the contribution agreement.

10.0 INTELLECTUAL PROPERTY

10.1 "Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (e.g., copyright, patents, industrial design, etc.), or arising from protection of information as a trade secret or as confidential information.

10.2 Where in the course of carrying out the services, the Recipient produces any work subject to intellectual property rights, these rights shall vest in the Recipient.

10.3 Recipients should, or must if applicable, negotiate a copyright license with one of the Canadian copyright licensing agencies in order to have rights on all copyright materials for use by clients and recipient staff.

10.4 Where the production of the work has been funded, in whole or in part, by the contribution made by the Department under this Agreement, the Recipient hereby grants to the Department a non-exclusive, fully-paid and royalty-free license to reproduce, distribute and translate the work for purposes of carrying out the Department's program objectives.

10.5 Additionally, with respect to any work licensed under this Section, the Recipient:

- A) warrants that the work shall not infringe on the copyrights, trademarks or proprietary rights of others;
- B) agrees to indemnify and save harmless the Department from all costs, expenses and damages arising from any breach of any warranty given in 10.5 A) of this Agreement; and
- C) shall include an acknowledgment, in a form satisfactory to the Department, on any work which is produced by it with funds contributed by the Department under this Agreement, acknowledging that the work was produced with funds contributed by the Department and identifying the Recipient as being solely responsible for the content of such work.

10.6 If the Recipient is involved, either in or out of court, in a claim by a third party relating to the infringement of its intellectual property rights, the Recipient must inform the Department immediately in writing of the claim.



10.7 Section 10.0 shall survive the termination of the Agreement.

11.0 CAPITAL ASSETS

With regard to capital assets purchased in whole or in part with contribution funds, the Recipient and the Department agree that ownership of such assets rests with the Recipient, subject to the following:

11.1 That such assets be insured for replacement costs;

11.2 That an inventory of capital assets purchased with Department funds (or purchased with insurance funds, when insurance costs have been paid with funds from the Department) be kept by the Recipient. The inventory should include sufficient information such as purchase date, purchase price, make, model and serial number for easy identification of the assets;

11.3 That the Recipient neither sell, transfer, mortgage, lease nor otherwise dispose of any capital assets purchased with such funds without the prior written consent of the Department; and

11.4 That at the termination of the Agreement, and ending of the funding relationship between the Department and the Recipient, the latter will ensure that any capital assets which have been purchased with Department funds (or purchased with insurance funds, when insurance costs have been paid with funds from the Department) but which have not been physically incorporated into the premises of the Agreement holder, at the discretion of the Department:

- A) be sold, at fair market value, and that the revenue be applied to eligible project costs, which may no longer be claimed for reimbursement;
- B) be turned over to a registered charitable organization; assigned to another organization (as approved by the Department); or
- C) be retained by the Agreement holder.

12.0 GENERAL

12.1 This Agreement may be signed in counterparts, each of which when taken together, will constitute an original Agreement.

12.2 The terms of this Agreement take effect as of the date the Agreement is signed by the last of the two parties to do so.

12.3 This Agreement is binding on the Parties and their successors and permitted assigns.

12.4 This Agreement may be amended with the mutual consent of the Recipient and the Department. To be valid, any amendment must be in writing, in a form satisfactory to the Department, and signed by the designated representatives of both the Recipient and the Department. Any amendment shall take effect when signed by the last of the two parties to do so.

12.5 The Department may, by notice to the Recipient, suspend or terminate this Agreement, in whole or in part, at any time without cause upon not less than **one** month(s) written notice of intention to terminate. In the event of a termination notice being given by the Department under this section:

- A) The Recipient shall make no further commitments in relation to the Agreement and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto.
- B) All eligible costs incurred by the Recipient up to the date of termination, not exceeding the maximum amount of the Department's contribution payable under this Agreement, will be paid by the Department, including the Recipient's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of the Department that the costs mentioned herein were actually incurred by the Recipient and the same are reasonable and properly attributable to the termination of the Agreement.
- C) The amount of any contribution funds which remain unspent shall be promptly repaid to the Department, and such amounts shall be a debt due to the Crown.

12.6

A) Any notice or other communication with respect to this Agreement (the "Notice") shall be effectively given if delivered or sent by letter, facsimile, or e-mail addressed:

- i) In the case of The Department to:
Manager, Peel-Halton Integration
Citizenship and Immigration Canada



25 St. Clair Avenue East, Suite 700
Toronto, ON M4T 1M2
Canada

ii) In the case of the Recipient to:

The Mayor
The Corporation of the City of Sault Ste. Marie
PO BOX 580 STN MAIN
SAULT STE. MARIE, ON P6A 5X6
Canada

or to such other address, facsimile number, email address or addressed to such other individual as either party may from time to time designate in writing to the other party.

B) Any notice that is delivered will have been received on delivery; any Notice sent by facsimile will be deemed to have been received one (1) day after having been sent; any Notice sent by e-mail will be deemed to have been received on the date that the email is sent, and any Notice mailed by regular mail will be deemed to have been received eight (8) days after being mailed.

12.7 The Recipient represents and warrants that the signatories to this Agreement have been duly authorized to execute and deliver this Agreement on its behalf.

12.8 The Recipient represents and warrants that the execution, delivery and performance of this Agreement have been duly and validly authorized and when executed and delivered will constitute a legal, valid and binding obligation of the Recipient enforceable with its terms.

12.9 The Recipient represents and warrants that it is under no obligation, prohibition or other disability, nor is it subject to or threatened by any actions, suits or proceedings which could or would prevent compliance with this Agreement and undertakes to advise the Department forthwith of any such occurrence during the term of this Agreement.

12.10 The Recipient and the Department expressly disclaim any intention to create a partnership, joint venture or joint enterprise and that nothing and no activity arising out of, related to, occasioned by or attributable to, in any way, this Agreement shall constitute or be deemed to constitute that the Recipient and the Department are related as partners, joint venturers or principal and agent in any way or for any purpose.

12.11 Neither the Department, nor its employees, officers or agents, will have any liability in respect of claims of any nature, including claims for injury or damages, made by any person involved in the activities that are required of the Recipient in carrying out its obligations under this agreement, and the Recipient will indemnify and save harmless the Department, its employees, officers and agents, in respect of any such claims.

12.12 The Recipient will obtain any necessary third party authorizations, as required to carry out its obligations under this Agreement, from third parties who have intellectual property rights or other rights affected by this Agreement. The Department will have no liability in respect of claims from any person relating to such rights, and the Recipient will indemnify and save harmless the Department from any such claims.

12.13 When direct client services are provided, the Recipient shall erect at a suitable location on its premises a sign in both official languages, which the Department considers appropriate, indicating that the Recipient's services are funded by the Government of Canada.

12.14 Where in the opinion of the Department there is a demand, the Recipient will ensure that services and documentation intended for public use be available in both of Canada's official languages.

12.15 The Recipient shall also publicly acknowledge the Government of Canada's contribution in the following manner:

- A) by clearly and prominently identifying the Government of Canada's contribution in the initiative, utilizing promotion and advertising tools made available by the Department and wording satisfactory to the Department, for example "The Government of Canada provides funding to support this initiative"; and
- B) by acknowledging the Government of Canada's contribution in its announcements, interviews and ceremonies, in its advertising and promotional activities, in its speeches, lectures, publications and in its recruitment procedures.

12.16 Materials copyrighted to the Department and the Crown in right of Canada, remain the property of these institutions.



12.17 The Recipient warrants that it has not, nor has any person offered or promised to any official or employee of Her Majesty the Queen in Right of Canada, for or with a view to obtaining this Agreement any bribe, gift or other inducement, and it has not nor has any person on its behalf employed any person to solicit this Agreement for a commission, fee or any other consideration dependant upon the execution of this Agreement.

12.18 No member of the Senate or the House of Commons shall be admitted to any share or part of this Agreement or to any benefit arising from it that is not otherwise available to the general public.

12.19 It is a term of this Agreement that no current or former public servant or public office holder to whom the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Sector* applies shall derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation and codes.

12.20 Any person lobbying on behalf of the Recipient must be registered pursuant to the *Lobbying Act*, as amended from time to time.

12.21 The Parties agree that unless otherwise specified in writing in this Agreement, the law of the province where the Recipient's head office is located shall be the applicable provincial law.

12.22 The Recipient shall declare in writing to the Department if the Recipient or any of its officers or employees:

- A) Were convicted during a period of three years prior to the Agreement by a court of law in Canada or in any other jurisdiction for an offence involving bribery or corruption; or
- B) Are under sanction, for an offence involving bribery or corruption, imposed by a government or a governmental organization.

The Department may terminate the Agreement forthwith for default where it is found that the Recipient has omitted to declare, prior to entering into the Agreement, such conviction or sanction.

The Recipient acknowledges having read and understood the Agreement in its entirety and agrees with its contents. The parties hereto have signed this Agreement through duly authorized representatives:

Recipient

Name (Print)

Position

Signature

Date (YYYY-MM-DD)

The Department

Name (Print)

Position

Recipient

Name (Print)

Position

Signature

Date (YYYY-MM-DD)

Signature

Date (YYYY-MM-DD)



Settlement Program – Schedule 1
Statement of Planned Activities and Intended Results

Name of the Recipient: The Corporation of the City of Sault Ste. Marie		File Number: S153295049
Agreement Title: Local Immigration Partnership		

STATEMENT OF PLANNED ACTIVITIES AND INTENDED RESULTS

PROJECT DESCRIPTION AND OBJECTIVE(S):

Local Immigration Partnerships (LIPs) are community-based partnerships that:

- Systematize local engagement of service providers and other institutions in newcomers' integration process;
- Support community-level research and strategic planning; and,
- Improve coordination of effective services that facilitate immigrant settlement and integration.

LIPs do not deliver services directly to newcomers, but provide a collaborative framework to facilitate the development and implementation of sustainable solutions for the successful integration of newcomers that are local and regional in scope.

The objective of the LIPs initiative is to enhance collaboration, coordination and strategic planning at the community level in order to foster more welcoming and inclusive communities and improve settlement and integration outcomes.

Planned Activities:

Component	Activity	Output Description	Activity Narrative
Indirect	Indirect	A work plan for the development of a local settlement strategy that identifies key tasks, milestones, roles and responsibilities.	Establish an inclusive partnership council that is broad-based and representative of the community, and create terms of reference. Conduct research on newcomers' needs and the community's assets and gaps, and raise awareness of these needs with the partnership's members and the wider community. Establish a local settlement strategy identifying key priorities for the community. Develop action plans with specific, measurable and time-bound activities to implement the community's strategic priorities. Support the implementation of action plans and report on results achieved.

EXPECTED OUTPUTS/TARGETS:

With respect to the **establishment of a partnership council**, the recipient agrees to provide to CIC the following deliverables:

- The partnership council's terms of reference, to be submitted to CIC within three months of the start of the funding period. The terms of reference are to include, at a minimum:
 - Guiding values and ethics
 - Schedule for frequency of meetings
 - Procedures and processes on the establishment of the council, selection of members, decision-making, quorum and governance
 - A list of all members, including members' names and the organization(s) they represent
 - A policy on conflict of interest
- Holding a minimum of 6 meetings per year.



Statement of Planned Activities and Intended Results (cont'd)

- Minutes for each meeting to be submitted to CIC with the subsequent payment claim and narrative report on the activities of the council.

With respect to the **development of a local settlement strategy**, the recipient agrees to provide to CIC the following deliverables:

- A work plan for the development of a local settlement strategy that identifies key tasks, milestones, roles and responsibilities.
- A report on the research undertaken on the community context and newcomers' needs. This can include, but is not limited to:
 - Demographics and trends in the community and its immigrant population;
 - Available services (settlement and mainstream services) and the capacity of service providers to support newcomers' settlement and integration needs;
 - Barriers to integration in a number of domains (e.g. employment, housing, education, health care);
 - A summary of consultations held with newcomers, employers, service providers and other stakeholders in the community.

N.B. Efforts should be made to include the specific needs of newcomers having never accessed settlement services.

- A local settlement strategy that presents the vision for the community and identifies key priorities to achieve it. The strategy should indicate how it contributes to the short and/or long term outcomes for the LIP initiative (see below), but is not limited by them.

With respect to an **action plan to implement the local settlement strategy** after it is developed, the recipient agrees to provide to CIC the following deliverables:

Page 391 of 450

- A detailed action plan with the activities to be implemented to support the priorities of the local strategy and the LIP's expected outcomes. The action plan should include:
 - The specific tasks and activities to undertake, and the timelines for implementation;
 - Key partners as well as their roles and responsibilities in implementation;
 - A plan to leverage funding from a diversity of sources to support the implementation of the proposed activities;
 - A plan to report on the implementation of activities.

With respect to the **implementation of the action plan**, the recipient agrees to provide to CIC a report on activities undertaken, results achieved and how they support the expected project outcomes listed below. Where developed, performance measurement and/or evaluation reports assessing the progress of the community against set targets and indicators should also be submitted to CIC.

AGREEMENT SPECIFIC OUTCOMES:

Description
LIPs are expected to contribute to the following outcomes:
Short-term outcomes:
• Enhanced engagement of a diversity of members in settlement and integration of newcomers; • Broad-based partnerships developed for planning and setting community priorities; • Community and newcomer needs assessed in a coordinated manner, and enhanced awareness of needs among a wider array of local actors; • Increased capacity to support the integration of newcomers and to foster welcoming communities, including welcoming and receptive labour markets at the community level.
Long-term outcomes:
• Enhanced responsiveness of non-settlement services to the needs of newcomers and communities; • Improved coordination of services at the community level and thereby enhanced accessibility and uptake; • Sustaining partnerships at the community level; • Improved outcomes for newcomers.



Statement of Planned Activities and Intended Results (cont'd)

EXPECTED OUTCOMES:

Outcome
Awareness of community and other resources to deal with settlement issues
Official language skills and other skills for adapting to Canadian society
Connections to communities and public institutions
Partners & stakeholders are engaged in settlement and implement strategies to address newcomers needs

REPORTING:

The Recipient agrees to submit to the department:

FORECAST OF CASH FLOW

- The Department may request submission of a revised cash flow for the project.

CLAIMS

- Claims for reimbursement of eligible costs that support the achievement of objectives shall be submitted by the Recipient on a **QUARTERLY** basis and shall be accompanied by a progress report on the actual achievements of the project against planned activities and expected results identified in Schedule 1. This report is to be submitted to CIC within 10 days of the end of the reporting period.

FINAL CLAIM

- Following completion of the project, the final claims of eligible costs, shall be accompanied by a final project report detailing the actual achievements of the project against the project objective(s), planned activities, and expected results identified in Schedule 1. This report is to be submitted to CIC within 60 days of the end of the funding period.

ANNUAL AUDITED FINANCIAL STATEMENTS

- For multi-year agreements, the Recipient shall submit to the Department, the organizational annual financial statements (audited if available), within 6 months of the Recipient's fiscal year end date.

PART A: INTEGRATION PROGRAMS - SCHEDULE 2
Description of Eligible Costs

☒ Settlement Program

☐ Resettlement Program - Direct Services

☐ Resettlement Program - Indirect Services

1

Name of Recipient

Corporation of the City of Sault Ste. Marie

2

Address

99 Foster Drive, P.O. Box 580, Sault Ste. Marie, ON, P6A 5X6

3

Telephone number

(705) 541-7301

4

Facsimile number

(705) 759-1796

5

Description of services

Local Immigration Partnership (LIP) for the Sault Ste. Marie community

6

Duration of activity / Funding period

From: 2014-04-01
YYYY-MM-DD

To: 2016-03-31
YYYY-MM-DD

Fiscal years: 2

OFFICE USE ONLY

100

File number

S153295049

101

Original Amendment

☐

102

Amendment number

1

CIC CONTRIBUTION - SEE ATTACHED FOR COST ITEMS DETAILS

7	COST CATEGORY	FY 1	2014 - 2015	FY 2	2015 - 2016	FY 3	FY 4	FY 5	COST CATEGORY TOTAL
	ADMINISTRATIVE		\$3,875		\$4,365				\$8,240
	PROGRAM DELIVERY		\$193,757		\$218,268				\$412,025
	CAPITAL								
	TOTAL CONTRIBUTION PER FISCAL YEAR		\$197,632		\$222,633				\$420,265

8

For amendments only:

☐ Increase

☒ Decrease

☐ No change in agreement value

By Amount

\$25,000

Reason for amendment:

The Contribution was amended to reduce fiscal year 1 budget by \$25,000 as a result of slippage in salaries, MERCS and Benefits. There was no change to fiscal year 2 budget.

INTEGRATION PROGRAMS - SCHEDULE 2
Breakdown of Eligible Costs

1	Name of Recipient	100	File number
	Corporation of the City of Sault Ste. Marie		S153295049
		112	Cost items for
			FY 1 2014 - 2015

ADMINISTRATIVE

Qty	Line Item	Percentage (%)	Amount for fiscal year
	Administrative rate (2%)		\$3 875

Total Administrative: \$3,875

PROGRAM DELIVERY

Qty	Line Item	Description/Details	Amount for fiscal year
	Salaries, wages and benefits		\$170 752
	Travel, accommodation and related costs		\$0
	Conferences and workshops		\$9 196
	Publicity		\$13 530
	Eligible GST/HST		\$279

Total Program Delivery: \$193,757

CAPITAL

Qty	Line Item	Description/Details	Amount for fiscal year
	Please select one		

Total Capital:

Total Maximum CIC Contribution for Fiscal Year: \$197,632

FY 1 2014 - 2015

INTEGRATION PROGRAMS - SCHEDULE 2
Breakdown of Eligible Costs

1	Name of Recipient	100	File number
	Corporation of the City of Sault Ste. Marie		S153295049
		112	Cost items for
			FY 2 2015 - 2016

ADMINISTRATIVE

Qty	Line Item	Percentage (%)	Amount for fiscal year
	Administrative rate (2%)		\$4 365

Total Administrative: \$4,365

PROGRAM DELIVERY

Qty	Line Item	Description/Details	Amount for fiscal year
	Salaries, wages and benefits		\$205 789
	Travel, accommodation and related costs		\$0
	Conferences and workshops		\$9 000
	Publicity		\$3 239
	Eligible GST/HST		\$240

Total Program Delivery: \$218,268

CAPITAL

Qty	Line Item	Description/Details	Amount for fiscal year
	Please select one		

Total Capital:

Total Maximum CIC Contribution for Fiscal Year: \$222,633

FY 2 2015 - 2016



Settlement Program – Schedule 3
Terms of Payments

Name of the Recipient:	File Number:
The Corporation of the City of Sault Ste. Marie	S153295049
Agreement Title:	
Local Immigration Partnership	

TERMS OF PAYMENTS

- 1.0 The Department will make payments of the contribution amount by reimbursement, upon receipt from the Recipient of claims for eligible costs, with supporting documents if requested by the Department, in accordance with Section 4.1 of the Agreement.
- 2.0 During the course of the Agreement, should it be determined that advance payments are warranted for achievement of program objectives, the Department will ensure that the conditions governing the need for advances as per Clause 4.5 are met. For the purposes of advance payments, the written communication between the Recipient and the Department shall constitute part of the Agreement and will supersede the advance payment clause noted in Schedule 3 of the Agreement.
- 3.0 An amount of up to 5% of the total agreement value will represent the holdback and be disbursed to the Recipient as a final payment on receipt and approval by the Department of the final claims for eligible costs and deliverables, including any requested supporting documents. Material submitted to the Department to support release of the holdback must be certified by a duly authorized representative of the Recipient.

Settlement Program – Schedule 4 Supplementary Terms and Conditions

Name of the Recipient:	File Number: S153295049
The Corporation of the City of Sault Ste. Marie	
Agreement Title:	
Local Immigration Partnership	
SUPPLEMENTARY TERMS AND CONDITIONS	

The provisions of this Schedule shall be interpreted in conformity with those of the Agreement concluded by the Department with the Recipient.

Activity and Output reporting through the Department's system:

1. The Recipient shall use the internet-based system provided by the Department to enter information on clients served, services delivered and program support activities.
2. The Recipient shall ensure that data entry into the aforementioned system is complete and submitted in a timely manner. Monthly client activity and service data are required to be input by the 5th working day of the following month. Narrative reports for direct Settlement services shall be completed in the system as per the reporting schedule found in schedule 1 of this agreement. Annual Project Performance Reports for direct Settlement services shall be completed in the system no later than May 31 of the following fiscal year. The Department may choose to withhold payment of claims submitted by the Recipient if, in the opinion of the Department, the Recipient is not discharging its responsibility for data entry and reporting into the Department's system.
3. The Recipient shall maintain a minimum level of computer environment. The minimum specifications are as follows:
 - A high-speed Internet connection (cable, DSL, etc.). A 56kbs modem can be used where a high-speed internet connection is not available (slower connection = performance impact).
 - A Web Browser with 128-Bit SSL Encryption (such as Internet Explorer version 7.0 or higher, Firefox X or higher, Chrome).
 - Security Protection Software which contains full version reliable and an up-dated virus scan and firewall.

Other computers may work, but performance could be affected.

Any Hardware or software provided by the department is to be used in accordance with the Agreement and any stipulations provided by the Department.

4. Further to section 7.4 of the Agreement, in order to obtain access to the Department's system, the Recipient must meet the minimum privacy and security requirements, as identified by the Department.
5. In order to obtain access to the Department's system, the Recipient's designated employees shall submit to the Department for approval and processing the results of an individual's Criminal Records Check with the Account Request Form, which will be provided by the Department. The Recipient shall inform the Department's Helpdesk of the date when a designated system user will cease or has ceased to be employed by the Recipient.
6. The Recipient agrees to provide updates to the Department of any changes in contact information.
7. The Recipient agrees to ensure that staff has the knowledge required to comply with the Department's data entry requirements. Training, user support materials and help desk support will be made available by the Department.
8. The Recipient's access to the Department's system shall cease once it no longer receives funding from the Department.
9. The Department shall not be held liable for actions arising out of the Recipient not taking appropriate security measures as required in this agreement. Security requirements will be outlined in the systems related security manual and associated minimum requirements list document provided by the Department.



Supplementary Terms and Conditions (cont'd)

Communications Protocol:

1. The Recipient shall obtain the approval of the Department before preparing and issuing any announcements, press releases, brochures, advertisements or other materials that will display the Department's logo or otherwise make reference to the Department.
2. The Recipient will advise the Department at least thirty (30) days in advance of any special event, (official opening, conference, ribbon cutting, etc.), the Recipient wishes to organize in connection with the Agreement. A special event shall only be held on a date which is mutually acceptable to the Department and the Recipient. Furthermore, the Recipient consents to having the Department or its designates participate in any such event.

Other:

1. The Recipient shall notify the Department 14 days before the start of the Annual General Meeting of the date, time and location of the meeting.
2. International travel is not an eligible cost and will not be reimbursed by the Department under this agreement.
3. Further to section 8.1 of the agreement, the parties agree that the Recipient will be considered in default of the contribution agreement should any of the activities contemplated by this agreement, such as, but not limited to, advisory committee meetings, outreach and networking efforts, content development workshops, or the final product(s) itself/themselves be organized with the express intent of lobbying or advocating against government policies or programs.

The parties further agree that where the Recipient has shared plans with the Department about planned activities and the Department has raised no objections in advance about those plans, those activities will not be considered to be activities organized with the express intent of lobbying or advocating against government policy or programs, provided that those activities are carried out with strict adherence to the pre-approved plans shared with the Department. Where plans are shared with the Department and the Department does object to any of the activities outlined in such plans, the Recipient will either eliminate the activities objected to, or to make changes sufficient to address the Department's concerns. Where the Recipient either refuses to eliminate the activities in question or to make the changes requested by the Department, the Recipient shall be considered in default of the Agreement.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-146

DELEGATION TO CITY SOLICITOR: (PR1) A by-law to delegate to the City Solicitor, or his/her designate, the authority to enter into minor easement agreements on behalf of the City of Sault Ste. Marie.

WHEREAS Section 23.1(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, allows for City Council to delegate Council's powers under the *Municipal Act, 2001* to officers and employees of the City;

AND WHEREAS City Council considers it desirable for the purposes of efficient service delivery to delegate the authority to enter into minor easement agreements on behalf of the City, including the ability to execute documents related to said easement agreements, to the City Solicitor, or his/her designate;

NOW THEREFORE THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 23.1(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, **ENACTS** as follows:

1. **AUTHORITY TO ENTER INTO MINOR EASEMENT AGREEMENTS DELEGATED**

- (1) City Council hereby delegates to the City Solicitor, or his/her designate, Council's power to enter into easement agreements dealing with any property within the City of Sault Ste. Marie if the total cost to The Corporation of the City of Sault Ste. Marie does not exceed ten thousand (\$10,000.00) Dollars.
- (2) The total cost to The Corporation of the City of Sault Ste. Marie shall include all costs associated with obtaining the easement, including but not limited to all registration, appraisal, and payment costs.

2. **APPEAL TO CITY COUNCIL**

Where the owner of the land is not satisfied with the position of the City Solicitor, or his/her designate, the owner of the land may require the matter to be referred to City Council.

3. **EXECUTION OF DOCUMENTS**

The powers delegated to the City Solicitor, or his/her designate, under Section 1 of this by-law include the power to solely execute the easement agreements on behalf of The Corporation of the City of Sault Ste. Marie.

4. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 10th day of August, 2015.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

w/ LEGAL\STAFF\BYLAWS\1. 2015\2015-146 delegating easement authority

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2015-147

ADMINISTRATION: (L1.11) A by-law to authorize payment of membership fees, registration fees and travel expenses incurred by members of the Council and employees of the Corporation while travelling on the business of the Corporation.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie pursuant to Section 283 of the *Municipal Act, 2001*, S.O. 2001, c. 25 enacts as follows:

1. BY-LAWS 2011-145 & 2013-96 REPEALED

By-laws 2011-145 and 2013-96 are hereby repealed.

2. MEMBERSHIP BY CITY CORPORATION IN ASSOCIATIONS

The City Corporation is hereby authorized by resolution to become a member of any union of Ontario municipalities for furthering the interests of municipalities, and of any other association authorized by the *Municipal Act, 2001* and to pay the fees for such membership, make contributions to the expenses of such union or association, and subject to the following provisions in this by-law, pay the travel expenses of delegates to any meeting of it or upon its business.

3. MEMBERSHIP IN ASSOCIATIONS

Membership by City Councillors or employees of the Corporation in any municipal union or association or any other association for extending and improving the technical skill of such Councillor or employee in the discharge of their municipal duties is hereby authorized, and the Corporation is authorized to pay the fees for such membership or for registration of Councillors and employees enrolled in any course of instruction sponsored by such union or association and, subject to the following provisions in this by-law, the travel expenses of such Councillor and employee attending upon any meeting of such union or association or upon its business.

4. AUTHORIZATION FOR PAYMENT

- (1) All travel by Members of Council shall require a prior authorization by resolution of Council.
- (2) Membership fees, registration fees and travel expenses provided for in Section 2 hereof, subject to the limitations hereinafter provided, shall be paid, with the prior authorization by resolution of Council; and expenses of all Members of Council of the Corporation shall be authorized for payment where attendance at the destination has been approved by resolution of Council.

- (3) This section of the by-law shall not apply to travel undertaken on official City business. For the purpose of this section, official City business means meetings with Officials of the Federal government, officials of the government of the province of Ontario and meetings with other Ontario municipal officials. Meetings with officials of government bodies established by either the Federal government or the government of the province of Ontario are included as part of official City business.

5. **TRAVEL EXPENSES OF MEMBERS OF COUNCIL AND EMPLOYEES**

The Corporation shall reimburse Members of Council and employees for expenses incurred while travelling outside the municipality in their capacity as such Councillors or employees respectively as follows:

- (1) Use the most economical means of travel to the destination. In some cases it may be by air giving consideration to out of office travel time. In other cases, car is the only real alternative;
- (2) Public transportation expenses or, if a personal automobile is used, a car allowance based on the rate in effect in the agreement between the City Corporation and Local 67 of The Canadian Union of Public Employees. When travelling through the United States to a Canadian destination kilometre claims will be paid in Canadian funds ;

(3) **Travel by Motor Vehicle**

For travel greater than 250 km from Sault Ste. Marie by motor vehicle, the City Councillor or employee has a choice of the following options:

(a) *Rental Vehicle in the City's name*

The motor vehicle will be rented from the provider(s) designated by the City. The provider will be required to ensure that full insurance coverage as designated by the City will be applied to the rental vehicle. The vehicle will be no less than a mid-size car and shall be used only for travel to and from the conference with no personal use. The provider shall bill the City directly for the rental.

(b) *City Councillor or Employee Rented Vehicle*

A City Councillor or an employee may rent a vehicle from the designated provider(s). The City shall reimburse the City Councillor or employee at 55% of the current kilometre rate (i.e. \$0.53 x 55% – 2015) for the kilometre distance from Sault Ste. Marie to the destination and return pursuant to the Official Province of Ontario Roadmap. The City shall not be responsible for any kilometres travelled for personal use.

- (c) *Use of Personal Vehicle*
A City Councillor or an employee may use his or her personal vehicle for travel. The City shall reimburse the City Councillor or employee at 55% of the current kilometre rate (i.e. \$0.53 x 55% – 2015) for the kilometre distance from Sault Ste. Marie to the destination and return pursuant to the Official Province of Ontario Roadmap. The City shall not be responsible for any kilometres travelled for personal use.
- (d) *Use Engineering Department vehicle if available.*
An employee may use an Engineering Department vehicle if available. Travel from the City to destination and return only. No personal use.
- (4) Ground transportation expenses actually incurred;
- (5) Hotel expenses actually incurred. For the purposes of this by-law “hotel” means an establishment that provides sleeping accommodation for the public and, in the case of a hotel located in Ontario, is licensed under the Tourism Act or The Liquor Licence Act;
- (6) Convention and other registration fees actually incurred;
- (7) Meals and miscellaneous expenses will be claimed at the following rates:
 - (i) Breakfast \$13.80
 - (ii) Lunch \$19.70
 - (iii) Dinner \$30.20
 - (iv) Incidental costs \$12.80
 - (v) Meal expenses are to be claimed only if a meal is **not** provided at the function being attended by the City Councillor or employee.
 - (vi) for travel in the United States, the rates listed in (i) through (iv) will be paid in U.S. funds.
 - (vii) for travel in any foreign country (other than the United States) the per diem shall be per diem as provided by the Treasury Board of Canada.
 - (viii) The amounts set out in this section shall be increased annually by an amount equal to the annual increase in the Consumer Price Index for the immediately preceding year.
- (8) All single expenditures for public transportation, ground transportation, hotels and convention registration fees in excess of

\$10.00 for which a member seeks reimbursement shall be accompanied by a receipt;

Accommodation with Friends or Relatives

- (9) City Councillors or employees may arrange to stay with friends or relatives instead of using hotel/motel accommodations. Private residence accommodations will be reimbursed at a rate not to exceed \$46.35 for the initial night and \$28.95 for each additional night's accommodation. These amounts are provided in lieu of accommodation charges. Receipts are required for these amounts, which recognize a contribution of food or a gift of hospitality. In the event that a receipt cannot be provided (i.e. cash payment given in lieu of a gift), a declaration of payment must be submitted showing the name of the payee, the address and the amount paid for a maximum of \$46.35 for the initial night and \$28.95 for each additional night.

For international travel, City Councillors or employees staying with friends or relatives will be reimbursed at a rate not to exceed one day's per diem for the initial night and one half day's per diem for each additional night's accommodation. Receipts or a declaration of payment is also required for these amounts, which recognize a contribution of food or a gift of hospitality. Please note that for international travel, the per diem is based on the Treasury Board of Canada's listing "Daily Meal Rates at Locations Abroad".

- (10) All City Councillors or employees may be reimbursed for one personal telephone call of up to 10 minutes each day of an overnight trip. If there are extenuating circumstances, the traveler shall be allowed a reasonable expenditure given the specific circumstances;
- (11) To accommodate disabilities, physical limitations and fatigue for non-stop flights exceeding four hours in duration, City Councillors or employees shall be permitted to travel in business class and the Corporation will reimburse the City Councillor or employee on that basis.

Statements of Objectives and Travel Report

- (12) As soon as conveniently possible after the return of the City Councillor from a conference, convention or meeting for which travel funds were paid pursuant to this by-law, the member shall submit to Council a report on the conference, convention or meeting;
- (13) As part of the travel request, the City Councillor or employee seeking permission to travel shall provide a clear and concise statement of the objective of the travel and the benefits that would come to the corporation as a result thereof. On returning from the

travel, the member of Council or employee shall file a report as part of the expense Claim Form describing the benefits of the travel and a statement of whether or not the objectives of the travel were met. A copy of the City Councillor expense report Claim Form will be filed with the City Clerk;

6. SHARED PRIVATE TRANSPORTATION

If two or more members of Council, members of a Committee of Council, or employees of the Corporation travel in one private automobile to a meeting, conference or convention, the owner of the automobile is entitled to charge the kilometre rate then applicable for such trip.

7. COMMITTEES OF COUNCIL

- (1) This by-law shall apply to all members of all Committees of Council and authorization for travel and for payment of the expenses of such members shall be made by resolution of Council.
- (2) Despite the fact that a person may be a member of one or more of the Committees of Council as well as a Member of Council, that person's allowance shall not exceed the sums set out in this section.

8. SCHEDULES

- (1) Attached to this by-law are the following schedules:
 - (i) Schedule "A" Travel Expense Claim Form – Elected Officials and Board Members;
 - (ii) Schedule "B" Travel Expense Claim Form – Foreign Travel - Elected Officials and Board Members;
 - (iii) Schedule "C" Travel Expense Claim Form for Employees;
 - (iv) Schedule "D" Travel Expense Claim Form – Foreign Travel – Employees.
- (2) Prior to any further approval being authorized for a Member of Council or employee of the Corporation, the Member of Council or employee, as the case may be, must have completed and submitted to the Finance Department the appropriate Schedule from subsection 8(1) for any previous travel undertaken by the Member of Council or employee.

9. EXCEPTIONAL CIRCUMSTANCES

Council may, by resolution, depart from the provisions of this by-law to meet an isolated exceptional or unusual circumstance. In the event that it is necessary for a Member of Council to undertake travel pursuant to this

by-law at a time when no meeting of Council is scheduled prior to the date of travel, the Mayor may grant the approval necessary under this by-law. However at the first meeting after the completion of the travel, Council shall be advised of the travel undertaken by the Member of Council.

10. **DIRECTION TO COMMISSIONER OF FINANCE/TREASURER**

The Commissioner of Finance/Treasurer may not approve the payment of any expenses incurred by any Member of Council, Committee of Council or employees unless such expenses are in accordance with this by-law.

11. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in Open Council this 10th day of August, 2015.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI



The Corporation of the City of Sault Ste. Marie
Travel Expense Claim Form
Elected Officials and Board/Committee Members

*** (Please fill out the Travel Report on the back of this form.)**

Name		Date Submitted	
Name of Function		Department	
Date of Function – from		Place of Function	
		to	

		Canadian Dollars (attach original receipts)	Corporate Visa (attach copy of receipts)
Transportation – Air	☐	(attach receipts)	
– Car	☐ km. @ .53 per km. for destination 250 km. or less		
– Car	☐ km. @ .30 per km. for destination greater than 250 km.		
– Gas	☐	(attach receipts)	
– Car Rental Invoiced to City	\$		
Note: Car Rental must be invoiced to the City.			
Ground Transportation – Taxis, Airport Bus, Bridge Tolls, etc.		(attach receipts)	
Lodging – Hotel / Motel Room		(attach receipts)	
Registration Fees	Paid in advance by City \$	(attach receipts)	
Per Diem – Meal Allowance	* Note: Per Diems are not to be charged to Corporate Credit Card.		
Breakfast	☐ @ \$13.80		
Lunch	☐ @ \$19.70		
Dinner	☐ @ \$30.20		
Note: Meal Expenses to be claimed only if meal is not provided at function.			
Per Diem – Incidentals	☐ days @ \$12.80 per day	*	
Are any of these expenses eligible for payment to you by an outside Association/Agency?		TOTAL	
Yes ☐	No ☐		
		Advances	-
		Amount Due to City	-
		Amount Due to Employee	-
Charge to Account No.			

Certified Correct by Mayor/Councillor or Board/Committee Member

(signature)

Approved – Commissioner of Finance & Treasurer

For Finance Department's Use Only

Date Received

Checked By

Pre HST

GST

PVAT

Total Claim

*** This claim is to be submitted to the Commissioner of Finance and Treasurer within 10 days of return.**



The Corporation of the City of Sault Ste. Marie
Travel Expense Claim Form
Elected Officials and Board/Committee Members

**Foreign
Travel**

*** (Please fill out the Travel Report on the back of this form.)**

Name		Date Submitted	
Name of Function		Department	
Date of Function – from		Place of Function	
		to	

		Canadian Dollars (attach original receipts)	Corporate Visa (attach copy of receipts)
Transportation – Air	☐	(attach receipts)	
– Car	☐ km. @ .53 per km. for destination 250 km. or less		
– Car	☐ km. @ .30 per km. for destination greater than 250 km.		
– Gas	☐	(attach receipts)	
– Car Rental Invoiced to City	\$		

Note: Car Rental must be invoiced to the City.

Ground Transportation – Taxis, Airport Bus, Bridge Tolls, etc.	(attach receipts)		
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Lodging – Hotel / Motel Room	(attach receipts)		
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Registration Fees	Paid in advance by City \$	(attach receipts)	
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Per Diem – Meal Allowance * **Note: Per Diems are not to be charged to Corporate Credit Card.**

Breakfast ☐ @ \$13.80 Lunch ☐ @ \$19.70 Dinner ☐ @ \$30.20

Note: Meal Expenses to be claimed only if meal is not provided at function.

Per Diem – Incidentals days @ \$12.80 per day *

Are any of these expenses eligible for payment to you by an outside Association/Agency?

Yes ☐ No ☐

TOTAL

Advances	-
Amount Due to City	-
Amount Due to Employee	-

Charge to Account No.

Certified Correct by Mayor/Councillor or Board/Committee Member

(signature)

Approved – Commissioner of Finance & Treasurer

For Finance Department's Use Only

Date Received

Checked By

Pre HST

GST

PVAT

Total Claim

*** This claim is to be submitted to the Commissioner of Finance and Treasurer within 10 days of return.**



The Corporation of the City of Sault Ste. Marie

Travel Expense Claim Form
Employees

*** (Please fill out the Travel Report on the back of this form.)**

Name		Date Submitted	
Name of Function		Department	
Date of Function – from		Place of Function	
		to	

		Canadian Dollars (attach original receipts)	Corporate Visa (attach copy of receipts)
Transportation – Air	☐	(attach receipts)	
– Car	☐ km. @ .53 per km. for destination 250 km. or less		
– Car	☐ km. @ .30 per km. for destination greater than 250 km.		
– Gas	☐	(attach receipts)	
– Car Rental Invoiced to City	\$ ☐		
Note: Car Rental must be invoiced to the City.			
Ground Transportation – Taxis, Airport Bus, Bridge Tolls, etc.		(attach receipts)	
Lodging – Hotel / Motel Room		(attach receipts)	
Registration Fees	Paid in advance by City \$ ☐	(attach receipt)	
Per Diem – Meal Allowance	* Note: Per Diems are not to be charged to Corporate Credit Card.		
Breakfast	☐ @ \$13.80		
Lunch	☐ @ \$19.70		
Dinner	☐ @ \$30.20		
Note: Meal Expenses to be claimed only if meal is not provided at function.			
Per Diem – Incidentals	☐ days @ \$12.80 per day	*	
Are any of these expenses eligible for payment to you by an outside Association/Agency?		TOTAL	
Yes ☐ No ☐			
		Advances	-
		Amount Due to City	-
		Amount Due to Employee	-
Charge to Account No.			

Certified Correct by Employee	(Signature)	Approved – Department Head	(Signature)
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For Finance Department's Use Only		Pre HST	
Date Received		GST	
Checked By		PVAT	
		Total Claim	

*** This claim is to be submitted to the Commissioner of Finance and Treasurer within 10 days of return.**



The Corporation of the City of Sault Ste. Marie

Travel Expense Claim Form Employees

**Foreign
Travel**

*** (Please fill out the Travel Report on the back of this form.)**

Name		Date Submitted	
Name of Function		Department	
Date of Function – from		Place of Function	
		to	

		Canadian Dollars (attach original receipts)	Corporate Visa (attach copy of receipts)
Transportation – Air	☐	(attach receipts)	
– Car	☐ km. @ .53 per km. for destination 250 km. or less		
– Car	☐ km. @ .30 per km. for destination greater than 250 km.		
– Gas	☐	(attach receipts)	
– Car Rental Invoiced to City	\$		
Note: Car Rental must be invoiced to the City.			
Ground Transportation – Taxis, Airport Bus, Bridge Tolls, etc.		(attach receipts)	
Lodging – Hotel / Motel Room		(attach receipts)	
Registration Fees	Paid in advance by City \$	(attach receipt)	
Per Diem – Meal Allowance	* Note: Per Diems are not to be charged to Corporate Credit Card.		
Breakfast	☐ @ \$13.80		
Lunch	☐ @ \$19.70		
Dinner	☐ @ \$30.20		
Note: Meal Expenses to be claimed only if meal is not provided at function.			
Per Diem – Incidentals	☐ days @ \$12.80 per day	*	
Are any of these expenses eligible for payment to you by an outside Association/Agency?		TOTAL	
Yes ☐ No ☐			
		Advances	-
		Amount Due to City	-
		Amount Due to Employee	-
Charge to Account No.			

Certified Correct by Employee	(Signature)	Approved – Department Head	(Signature)
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For Finance Department's Use Only		Pre HST	
Date Received		GST	
Checked By		PVAT	
		Total Claim	

*** This claim is to be submitted to the Commissioner of Finance and Treasurer within 10 days of return.**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-148

AGREEMENT: (E2.2) A by-law to authorize execution of a contract between the City and M. Ricks Excavation Inc. for the Queen Street Streetscape project. (Contract 2015-9E)

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, made between the City and M. Ricks Excavation for the Queen Street Streetscape project. (Contract 2015-9E)

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 10th day of August, 2015.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\1. 2015\2015-148 QUEEN STREET STREETSCAPE PROJECT CONTRACT 2015-9E.DOC

CORPORATION OF THE CITY OF SAULT STE. MARIE

CONTRACT 2015-9E

FORM OF AGREEMENT

This Agreement made (in triplicate) _____ by and between _____ hereinafter called the "Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

**QUEEN STREET TREE REPLACEMENT PROJECT
CONTRACT 2015-9E**

Which have been signed in triplicate by both parties and which were prepared under the supervision of Jerry D. Dolcetti, RPP, Commissioner of Engineering & Planning acting as and herein entitled, the Owner.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions and the Drawings.
3. The Contractor will complete all the work to the entire satisfaction of the Owner within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Owner 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 Owner shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

THE CORPORATION: The Corporation of the City of Sault Ste. Marie
P.O. Box 580
Civic Centre
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

THE CONTRACTOR:

THE OWNER:

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

(seal)

SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-149

AGREEMENT: (C2.13(6)) A by-law to authorize the execution of an agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Health and Long-Term Care for funding for Ontario's Healthy Kids Community Challenge 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 Deputy City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement effective April 1, 2015 between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Health and Long-Term Care for funding for Ontario's Healthy Kids Community Challenge Project, 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 10th day of August, 2015.

MAYOR - CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI

THE AGREEMENT effective as of the 1st day of April, 2015

B E T W E E N :

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Health and Long-Term Care
(the "Province")

- and -

City of Sault Ste. Marie
(the "Recipient")

BACKGROUND:

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

CONSIDERATION:

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

ARTICLE 1
INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

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

"Agreement" means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 31.1 and any

amending agreement entered into pursuant to section 34.2.

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

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

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

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

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

"Funding Year" means:

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

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

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

"Maximum Funds" means \$525,000.

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

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

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

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

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

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

ARTICLE 2
REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both;
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement.

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

- (a) it has the full power and authority to enter into the Agreement; and
- (b) it has taken all necessary actions to authorize the execution of the Agreement.

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

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to ensure the ongoing effective functioning of the Recipient;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage the Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;

- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
- (h) procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

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

ARTICLE 3 TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on March 31, 2018 unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

ARTICLE 4 FUNDS AND CARRYING OUT THE PROJECT

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

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "C"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

4.2 **Revised Schedules.** The Province may, at any time, upon consultation with the Recipient, provide any or all of the following:

- (a) a new Schedule "A" (Project Description and Timelines);
- (b) a new Schedule "B" (Budget);
- (c) a new Schedule "C" (Payment); and
- (d) a new Schedule "D" (Reports).

- 4.3 **Deemed to be Replaced.** If the Province provides a new schedule in accordance with section 4.2, the new schedule shall be deemed to be either Schedule "A" (Project Description and Timelines), Schedule "B" (Budget), Schedule "C" (Payment) and Schedule "D" (Reports), as the case may be, (collectively referred to as "**New Schedules**"), for the period of time to which it relates.
- 4.4 **Limitation on Payment of Funds.** Despite section 4.1:
- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 11.2;
 - (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
 - (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; and
 - (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section 13.1.
- 4.5 **Use of Funds and Project.** The Recipient shall:
- (a) carry out the Project in accordance with the terms and conditions of the Agreement;
 - (b) use the Funds only for the purpose of carrying out the Project; and
 - (c) spend the Funds only in accordance with the Budget.
- 4.6 **No Changes.** The Recipient shall not make any changes to the Project, the Timelines, or the Budget without the prior written consent of the Province.
- 4.7 **Interest Bearing Account.** If the Province provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in a separate interest bearing account in the name of the Recipient at a Canadian financial institution.
- 4.8 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) demand from the Recipient the repayment of an amount equal to the interest.
- 4.9 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.
- 4.10 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

ARTICLE 5

ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

- 5.1 **Acquisition.** Subject to section 28.1, if the Recipient acquires goods, services, or both with the Funds, it shall do so through a process that promotes the best value for money.
- 5.2 **Disposal.** The Recipient shall not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded \$1,000 at the time of purchase.

ARTICLE 6

CONFLICT OF INTEREST

- 6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
 - (a) the Recipient; or
 - (b) any person who has the capacity to influence the Recipient's decisions,has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.
- 6.3 **Disclosure to Province.** The Recipient shall:
 - (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of

interest; and

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

ARTICLE 7 REPORTING, ACCOUNTING AND REVIEW

7.1 Preparation and Submission. The Recipient shall:

- (a) submit to the Province at the address provided in section 18.1, all Reports in accordance with the timelines and content requirements set out in Schedule "D", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address provided in section 18.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 Record Maintenance. The Recipient shall keep and maintain:

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

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

- (a) inspect and copy the records and documents referred to in section 7.2;
- (b) remove any copies made pursuant to section 7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

- 7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.
- 7.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient's records.
- 7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

ARTICLE 8 COMMUNICATIONS REQUIREMENTS

- 8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall acknowledge the support of the Province in a form and manner as directed by the Province.
- 8.2 **Publication.** The Recipient shall indicate, in any of its publications, of any kind, including written, oral, or visual, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

ARTICLE 9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

ARTICLE 10 INDEMNITY

- 10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

ARTICLE 11 INSURANCE

- 11.1 Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a 30 day written notice of cancellation, termination or material change.
- 11.2 Proof of Insurance.** The Recipient shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Province, the Recipient shall make available to the Province a copy of each insurance policy.

ARTICLE 12 TERMINATION ON NOTICE

- 12.1 Termination on Notice.** The Province may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.
- 12.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 12.1, the Province may take one or more of the following actions:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
 - (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and

- (ii) subject to section 4.9, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

ARTICLE 13

TERMINATION WHERE NO APPROPRIATION

- 13.1 **Termination Where No Appropriation.** If, as provided for in section 4.4(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately by giving Notice to the Recipient.
- 13.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
 - (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b).
- 13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not provide additional Funds to the Recipient.

ARTICLE 14

EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

- 14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:
- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section 7.1, Reports or such other

reports as may have been requested pursuant to section 7.1(b);

- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

14.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

14.3 Opportunity to Remedy. If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

- 14.4 **Recipient not Remedying.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:
- (a) the Recipient does not remedy the Event of Default within the Notice Period;
 - (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
 - (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,
- the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).
- 14.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR

- 15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:
- (a) demand the return of the unspent Funds; and
 - (b) adjust the amount of any further instalments of Funds accordingly.

ARTICLE 16 FUNDS UPON EXPIRY

- 16.1 **Funds Upon Expiry.** The Recipient shall, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 17 REPAYMENT

- 17.1 **Repayment of Overpayment.** If at any time during the term of the Agreement the Province provides Funds in excess of the funds to which the Recipient is entitled under the Agreement, the Province may:
- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or

- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

17.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount shall be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient shall pay or return the amount to the Province immediately, unless the Province directs otherwise.

17.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

17.4 Payment of Money to Province. The Recipient shall pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address provided in section 18.1.

ARTICLE 18 NOTICE

18.1 Notice in Writing and Addressed. Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

To the Province:

Ministry of Health and Long-Term
Care
Health Promotion Division
Strategic Initiatives Branch
777 Bay Street, Suite 1903
Toronto, ON M7A 1S5

Attention: Jackie Wood
A/Director
Fax: 416-212-2200
Email: jackie.wood@ontario.ca

To the Recipient:

City of Sault Ste. Marie
Civic Centre, Level Four
99 Foster Drive
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Attention: Nuala Kenny
Chief Administrative Officer
Fax: (705) 759-5952
Email: CAO@cityssm.on.ca

18.2 Notice Given. Notice shall be deemed to have been received:

- (a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
- (b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.

18.3 **Postal Disruption.** Despite section 18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
- (b) the Party giving Notice shall provide Notice by email, personal delivery or by fax.

18.4 **Despite Section 18.2.** Despite section 18.2, if either Party receives a Notice on a non-Business Day, or after 5 p.m. on a Business Day, the Notice shall be deemed to have been received on the next Business Day.

ARTICLE 19 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

19.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient shall comply with such terms and conditions.

ARTICLE 20 SEVERABILITY OF PROVISIONS

20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

ARTICLE 21 WAIVER

21.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

ARTICLE 22 INDEPENDENT PARTIES

22.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint

venturer, partner or employee of the Province, and the Recipient shall not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

ARTICLE 23 ASSIGNMENT OF AGREEMENT OR FUNDS

- 23.1 **No Assignment.** The Recipient shall not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.
- 23.2 **Agreement Binding.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 24 GOVERNING LAW

- 24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in the courts of Ontario, which shall have exclusive jurisdiction over such proceedings.

ARTICLE 25 FURTHER ASSURANCES

- 25.1 **Agreement into Effect.** The Recipient shall provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and shall otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

ARTICLE 26 JOINT AND SEVERAL LIABILITY

- 26.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

ARTICLE 27 RIGHTS AND REMEDIES CUMULATIVE

- 27.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in

substitution for, any of its rights and remedies provided by law or in equity.

ARTICLE 28 BPSAA

- 28.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

ARTICLE 29 ACKNOWLEDGEMENT OF OTHER LEGISLATION

- 29.1 **Recipient Acknowledges.** The Recipient acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the BPSAA, the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario).

ARTICLE 30 FAILURE TO COMPLY WITH OTHER AGREEMENTS

- 30.1 **Other Agreements.** If the Recipient:
- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or a Crown agency;
 - (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
 - (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
 - (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

ARTICLE 31 SCHEDULES

- 31.1 **Schedules.** The Agreement includes the following schedules:
- (a) Schedule "A" - Project Description and Timelines;
 - (b) Schedule "B" - Budget;

- (c) Schedule "C" - Payment; and
- (d) Schedule "D" - Reports.

ARTICLE 32 SURVIVAL

- 32.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1 and any other applicable definitions, section 4.4(d), 4.8, section 5.2, section 7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8, Article 10, section 12.2, sections 13.2 and 13.3, sections 14.1, 14.2(d), (e), (f), (g) and (h), Article 16, Article 17, Article 18, Article 20, section 23.2, Article 24, Article 26, Article 27, Article 29, Article 30, Article 31, Article 32, and Article 34.

ARTICLE 33 COUNTERPARTS

- 33.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 34 ENTIRE AGREEMENT

- 34.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 34.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Health and Long-Term Care**

Martha Greenberg
Interim Assistant Deputy Minister
Health Promotion Division

Date

City of Sault Ste. Marie

Name: Christian Provenzano
Title: Mayor

August 10, 2015
Date

Name: Rachel Tyczinski
Title: Deputy City Clerk

August 10, 2015
Date

I/We have authority to bind the Recipient.

SCHEDULE "A"

PROJECT DESCRIPTION AND TIMELINES

Background

Ontario's Healthy Kids Community Challenge (The Challenge) is a community-led program where partners from different sectors work together to implement activities to reduce and prevent childhood overweight and obesity. The Challenge is based on the EPODE (Ensemble Prévenons l'Obésité des Enfants – Together Let's Prevent Childhood Obesity) methodology, which is recognized by the World Health Organization as a best practice in childhood overweight and obesity prevention.

The Recipient, City of Sault Ste. Marie, will be asked to implement local activities based on one specific theme related to healthy eating or physical activity every 9 months. The selection of these themes will be based on the latest and best available evidence regarding the risk and protective factors that are known to lead to, or prevent, childhood overweight and obesity.

As a selected community to participate in and support The Challenge, also referred to as the Project, the Recipient will adhere to the following guiding principles:

- Focus on healthy kids, not just healthy weights. Strategies targeting protective factors for healthy weights – including improving nutrition and increasing physical activity – will benefit all children, regardless of weight status.
- Focus on positive health messages and not on programs or messages that could increase bias or stigma around weight.
- Recognize that healthy kids live in healthy families, schools and communities.
- Support health equity through interventions at the population-level and by targeting at-risk populations.

In addition to the Maximum Funds, the Province may also assist the Recipient through the provision of various supports for the Project. These supports include, but are not limited to, communication tools, training and assistance with evaluation. The purpose of these supports is to assist the Recipient and its local partners to plan and deliver community activities as part of The Challenge. The additional supports are within the discretion of the Province and separate from the Funds, which will remain unaffected if the Recipient receives additional supports from the Province related to The Challenge.

Project Goal and Objectives

The Recipient will develop and implement programs, policies and supports through community-led planning and action to contribute to the achievement of the following goal and objectives of The Challenge:

Goal:

- To reduce the prevalence of and prevent childhood overweight and obesity in The Challenge communities.

Objectives:

- To improve the conditions within communities participating in The Challenge by creating supportive environments to enable healthy behaviours in children, and related support behaviours in their parents.
- To contribute to the evidence on the effectiveness of centrally-coordinated, community-based interventions to improve healthy weights and weight related behaviours.
- To increase community capacity to plan, implement and evaluate sustainable health interventions at the community level.
- To improve community collaboration and coordination on promoting healthy childhood weights, through the development and mobilization of multi-sectoral community partnerships.
- To increase the proportion of children reporting recommended levels of specific health behaviours targeted by The Challenge.
- To increase the proportion of parents in The Challenge communities who engage in parental support behaviours and reduce the proportion who perceives barriers to supporting child health behaviours.
- To increase awareness of and participation in The Challenge.

Scope of Project

The Recipient and its local community partners will develop and leverage new and existing programs and policies that will encourage positive behavior change in the areas that are known to be key protective factors for childhood overweight and obesity (healthy eating, physical activity). These policies and programs will also work to remove the barriers to healthy behavior change and create healthy communities and environments (e.g., schools, workplaces, homes and other community settings).

All community-based programs, policies and supports planned and implemented by the Recipient and its local partners will support progress against the government's commitment to reduce rates of childhood obesity and overweight. The Recipient will participate in ongoing data collection for the purposes of Project evaluation and accountability reporting. Examples of potential performance indicators include:

- Health outcomes (clinical metrics such as Body Mass Index);
- Process indicators (reach, partnerships and awareness); and
- Behavioural indicators (physical activity levels and diet and nutrition).

In Year 1 (2015/16), the Recipient and its local community partners will undertake the following activities:

- Recruit, train and hire a Local Project Manager to lead, coordinate and monitor the planning and implementation of all community activities (e.g., local programs and/or policies) that will support the themes of The Challenge.
- Engage, orient and support a local community leader (e.g., Mayor, Councillor) as the Community Champion who will promote local partnerships and raise public awareness of the community initiatives and activities associated with The Challenge.
- Conduct a comprehensive Community Needs Assessment to identify the unique needs, gaps, opportunities, resources and assets of a community, and to support the planning and delivery of The Challenge as related to the aforementioned

outcomes.

- Develop the first Theme-Based Action Plan and Project Budget that outlines the programs, policies and supports the community will implement in support of the first theme.
- Implement the first Theme-Based Action Plan, in collaboration with community partners, through the delivery of community-based programs, policies and supports to support the first theme.
- Establish and maintain multi-sectoral partnerships and identify existing community resources to leverage that will support The Challenge and contribute to its successful delivery. Part of this process will involve the establishment of a Local Steering Committee to coordinate the planning, delegation and implementation of various activities by each local partner.
- Attend training sessions provided by the Province on various topics intended to educate and support the Recipient and its partners to deliver The Challenge. Sample topics may include best practices for community mobilization and networking, Project budgeting and reporting, marketing and communications, partnership development, evaluation, and other subjects designed to build the Recipient's capacity.
- Participate in a baseline data collection process to assist with the identification of health outcome, behavioural, and process indicators for healthy, active living as part of a larger evaluation of The Challenge.

In Years 2-3 (2016/17 – 2017/18), the Recipient and its community partners will develop subsequent Theme-Based Action Plans based on the new themes announced every 9 months by the Province. The Recipient and its community partners will implement these Action Plans to support the new themes and to address the gaps and/or opportunities identified through the Community Needs Assessment. In addition to the implementation of Action Plan activities, the Recipient will:

- Continue to lead, coordinate and monitor the planning and implementation of all community-based activities that support The Challenge, including the ongoing engagement of a community champion and a wide range of local partners operating in multiple sectors.
- Ensure the ongoing mobilization and engagement of key community partners, and the delegation of Project activities, through the Local Steering Committee.
- Track, monitor and update the gaps, opportunities, and assets previously identified through the Community Needs Assessment process to ensure they remain current and appropriate to support each new theme of The Challenge.
- Maintain active involvement and participation in training sessions delivered by the Province that are designed to build community capacity to support The Challenge.
- Participate in ongoing evaluation activities to assist the Province in collecting key outcome indicators that will measure the success and impact of The Challenge.

Timelines

The Recipient will undertake a Community Needs Assessment in Year 1 and prepare and implement Theme-Based Action Plans (including the cost of activities) every 9 months thereafter for each new theme.

The Province will select and announce the first theme in the Spring of 2015. Pending the Recipient's delivery of a Community Needs Assessment and Theme-Based Action Plan, Schedules will be revised and updated accordingly to reflect the specific programs, policies and supports that will be implemented in support of the first theme. Funding for the implementation of Theme-Based Action Plans is contingent on the successful execution of the previous Theme-Based Action Plans or other required Project activities.

Funding Year:	Timelines:	Activities:
Year 1 (2015-2016)	April 1, 2015 – March 31, 2016	• Hire/train Local Project Manager(s). • Establish and build multi-sectoral partnerships. • Undertake a Community Needs Assessment and collect baseline data. • Prepare for implementation by developing the first Theme-Based Action Plan. • Begin implementation of the first Theme-Based Action Plan. • Attend training sessions.
Year 2 (2016-2017)	April 1, 2016- March 31, 2017	• Revisit and update the original Community Needs Assessment to ensure the currency and relevancy of community gaps, opportunities, assets, etc. to support the ongoing implementation of The Challenge and its marketing themes. • Approximately every 9 months, the Recipient will submit and implement Theme-Based Action Plans and Budgets outlining specific, local activities (e.g., evidence-based programs, policies and supports) that will support The Challenge and one of its themes related to healthy eating and physical activity. • Ongoing collection of qualitative and quantitative data to inform Project evaluation through the tracking and measurement of health outcome, behavioural, and process indicators. • Continue to attend training sessions.
Year 3 (2017-2018)	April 1, 2017- March 31, 2018	

Communications and Marketing

1. The Recipient shall:
 - (a) act as media focus for the Project;
 - (b) respond to public inquiries, complaints and concerns with respect to the Project;
 - (c) report any potential or foreseeable issues to the Province through the Strategic Initiatives Branch ("SIB") and the Communications and Marketing Division ("CMD") of the Ministry of Health and Long-Term Care;

- (d) notify SIB and CMD 5 Business Days prior to issuing any news release and other planned communications relating to news releases and provide materials 2 Business Days prior to release;
 - (e) despite the time frames set out above for news releases and other planned communications relating to news releases, all public announcements and media communications related to urgent and/or emerging Project issues shall require the Recipient to provide SIB and CMD with notice of such announcement or communication as soon as possible prior to release;
 - (f) advise SIB and CMD prior to embarking on major provider outreach activities and the release of any publications related to the Project;
 - (g) develop advertising creative locally with artwork files (e.g., healthy kids assets, word mark, community identifier) and a Visual Identity Guidebook supplied by the Province:
 - (i) This advertising creative should not include the Ontario Logo or other Ontario identifier associated with the Visual Identity Directive, September 2006; and
 - (ii) The Province does not have to review and/or approve any advertising creative developed by the Recipient.
 - (h) Ensure that Marketing Communications (e.g., printed or printer-ready items provided by the Province such as posters, brochures, fact sheets) are not to be used in paid media. Paid media is:
 - (i) any item that the Recipient pays to have published in a newspaper or magazine, displayed on a billboard, or broadcast on radio or television;
 - (ii) any printed matter (e.g., householder) that the Recipient wants to pay to have distributed unaddressed to Ontario households by any method of bulk delivery; and
 - (iii) still considered to have a value and therefore considered "paid media" if the media is given, donated, and/or traded.
2. Despite the Notice provision in Article 18 of the Agreement, the Recipient shall provide any Notice required to be given under the Communications and Marketing part of this Schedule to the following:

(a) **Ministry of Health and Long-Term Care**
Communications and Marketing Division
Strategic Planning and Integrated Marketing Branch
9th Floor, Hepburn Block, Toronto, ON M7A 1R3
Email: judy.langille@ontario.ca

(b) **Ministry of Health and Long-Term Care**
Health Promotion Division
Strategic Initiatives Branch
777 Bay Street, 19th Floor, Toronto, ON M7A 1S5
Email: healthykidscommunitychallenge@ontario.ca

SCHEDULE "B"
BUDGET

Healthy Kids Community Challenge - City of Sault Ste. Marie

FUNDING YEAR: APRIL 1, 2015 - MARCH 31, 2016	
	DIRECT SERVICES / PROJECT ADMIN. COSTS
Salaries and wages including benefits (Local Project Manager)	\$50,000 (Based on 100% FTE)
Planning Services: • Community Needs Assessment • Theme-Based Action Plan and Budget • Baseline data collection • Other	\$125,000
TOTAL *	Up to \$175,000

FUNDING YEARS 2-3 (APRIL 1, 2016 - MARCH 31, 2018)	
	DIRECT SERVICES / PROJECT ADMIN. COSTS
Salaries and wages	Up to \$175,000 for the 2016-17 funding year
Contract employees	
Employee benefits	Up to \$175,000 for the 2017-18 funding year
Fee for services	
Transportation & communication	
Services	
Supplies	
Project materials	
Acquisition	
Other	
TOTAL *	Up to \$350,000

* "Maximum Funds" means \$525,000 over the Term of the Agreement.

SCHEDULE "C"
PAYMENT

Healthy Kids Community Challenge - City of Sault Ste. Marie

FUNDING YEAR 1: APRIL 1, 2015 – MARCH 31, 2016

PAYMENT DATE	TOTAL FUNDING
Pay up to \$7,292 semi-monthly on the 15th and 30th of each month, starting from April 15, 2015 to March 31, 2016.	\$175,000

FUNDING YEAR 2: APRIL 1, 2016 – MARCH 31, 2017

PAYMENT DATE	TOTAL FUNDING
Pay up to \$7,292 semi-monthly on the 15th and 30th of each month, starting from April 15, 2016 to March 31, 2017.	\$175,000

FUNDING YEAR 3: APRIL 1, 2017 – MARCH 31, 2018

PAYMENT DATE	TOTAL FUNDING
Pay up to \$7,292 semi-monthly on the 15th and 30th of each month, starting from April 15, 2017 to March 31, 2018.	\$175,000

Note: Final payment amount for each Funding Year to be rounded up or down, as required, to the total approved funding amount per Funding Year.

The Province may make adjustments to these instalments for reasons including, but not limited to, prior year Budget settlement based on this Agreement.

SCHEDULE "D" **REPORTS**

Healthy Kids Community Challenge - City of Sault Ste. Marie

NAME OF REPORT		DUE DATE
Funding Year 1: April 1, 2015 to March 31, 2016		
1	Q1 Financial Report	July 31, 2015
2	1st Project Activity Report	October 31, 2015
3	Q2 Financial Report	October 31, 2015
4	Q3 Financial Report	January 31, 2016
5	2nd Project Activity Report	April 30, 2016
6	Q4 Financial Report	April 30, 2016
7	Funding Year/Annual Reconciliation Report	June 30, 2016
8	Recipient's Audited Financial Report	June 30, 2016
9	Reports specified from time to time	On a date or dates specified by the Province
Funding Year 2: April 1, 2016 to March 31, 2017		
10	Q1 Financial Report	July 31, 2016
11	3rd Project Activity Report	October 31, 2016
12	Q2 Financial Report	October 31, 2016
13	Q3 Financial Report	January 31, 2017
14	4th Project Activity Report	April 30, 2017
15	Q4 Financial Report	April 30, 2017
16	Funding Year/Annual Reconciliation Report	June 30, 2017
17	Recipient's Audited Financial Report	June 30, 2017
18	Reports specified from time to time	On a date or dates specified by the Province
Funding Year 3: April 1, 2017 to March 31, 2018		
19	Q1 Financial Report	July 31, 2017
20	5th Project Activity Report	October 31, 2017
21	Q2 Financial Report	October 31, 2017
22	Q3 Financial Report	January 31, 2018
23	6th (Final) Project Activity Report	April 30, 2018
24	Q4 (Final) Financial Report	April 30, 2018
25	Funding Year/Annual Reconciliation Report	June 30, 2018
26	Recipient's Audited Financial Report	June 30, 2018

Certificate of Insurance: The Certificate of Insurance shall be provided to the Province at the same time the executed Agreement is provided to the Province by the Recipient.

Report Details

1. Q1 Financial Report

The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of June 30, 2015. Reporting templates will be provided by the Province.

2. 1st Project Activity Report

This report contains Project activity progress at the end of September 30, 2015. For this report, document achievements in relation to the agreed objectives and/or major activities, including key Project and evaluation results (outputs and/or outcomes); resources produced (if any); variances in achievement of planned outputs/outcomes (e.g., delays in meeting planned activities) and barriers encountered; and, if appropriate, planned remedial actions to ensure activities are met.

3. Q2 Financial Report

The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of September 30, 2015. Reporting templates will be provided by the Province.

4. Q3 Financial Report

This financial report contains actual expenditures at the end of December 31, 2015, and a forecast of Project expenditures for the period from January 1, 2016 to March 31, 2016. Reporting templates will be provided by the Province. The purpose of this report is to report progress, flag large expenditures that are planned for the period from January 1, 2016 to March 31, 2016, and identify any funds which will be un-spent by the end of the Funding Year.

5. 2nd Project Activity Report

This report contains Project activity progress at the end of March 31, 2016. For this report, document achievements in relation to the agreed objectives and/or major activities, including key Project and evaluation results (outputs and/or outcomes); resources produced (if any); variances in achievement of planned outputs/outcomes (e.g., delays in meeting planned activities) and barriers encountered; and, if appropriate, planned remedial actions to ensure activities are met. This report should include progress against performance indicators as agreed to with the Province. The Province will provide a template for use in reporting on performance indicators.

6. Q4 Financial Report

The financial report will specify actual expenditures/revenues against the approved budget and any resulting variances for each cost category at the end of March 31, 2016. Reporting templates will be provided by the Province and the report will be signed by authorized signing officers of the organization (e.g., Chief Executive Officer/Medical Officer of Health and/or Chief Financial Officer/Finance Director).

7. Funding Year/Annual Reconciliation Report

The Funding Year/Annual Reconciliation report contains the approved budget and actual expenditures for the Funding Year from April 1, 2015 to March 31, 2016 after the organization's financial audit is completed. Reporting templates will be provided by the Province and the report will be signed by authorized signing officers of the organization (e.g., Chief Executive Officer/Medical Officer of Health and/or Chief Financial Officer/Finance Director).

8. Recipient's Audited Financial Report

This report is the annual audited organizational financial report, including financial statements prepared by external auditors. The Province does not require a separate schedule to be prepared for each Project funded as long as Province revenue and expenditures are identifiable within the report and the Funding Year/Annual Reconciliation reports (which are Project-specific) are duly signed by authorized signing officers.

9. Reports specified by from time to time

As specified by the Province.

10. Q1 Financial Report

The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of June 30, 2016. Reporting templates will be provided by the Province.

11. 3rd Project Activity Report

This report contains Project activity progress at the end of September 30, 2016. For this report, document achievements in relation to the agreed objectives and/or major activities, including key Project and evaluation results (outputs and/or outcomes); resources produced (if any); variances in achievement of planned outputs/outcomes (e.g., delays in meeting planned activities) and barriers encountered; and, if appropriate, planned remedial actions to ensure activities are met.

12. Q2 Financial Report

The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of September 30, 2016. Reporting templates will be provided by the Province.

13. Q3 Financial Report

This financial report contains actual expenditures at the end of December 31, 2016, and a forecast of Project expenditures for the period from January 1, 2017 to March 31, 2017. Reporting templates will be provided by the Province. The

purpose of this report is to report progress, flag large expenditures that are planned for the period from January 1, 2017 to March 31, 2017, and identify any funds which will be un-spent by the end of the Funding Year.

14. 4th Project Activity Report

This report contains Project activity progress at the end of March 31, 2017. For this report, document achievements in relation to the agreed objectives and/or major activities, including key Project and evaluation results (outputs and/or outcomes); resources produced (if any); variances in achievement of planned outputs/outcomes (e.g., delays in meeting planned activities) and barriers encountered; and, if appropriate, planned remedial actions to ensure activities are met. This report should include progress against performance indicators as agreed to with the Province. The Province will provide a template for use in reporting on performance indicators.

15. Q4 Financial Report

The financial report will specify actual expenditures/revenues against the approved budget and any resulting variances for each cost category at the end of March 31, 2017. Reporting templates will be provided by the Province and the report will be signed by authorized signing officers of the organization (e.g., Chief Executive Officer/Medical Officer of Health and/or Chief Financial Officer/Finance Director).

16. Funding Year/Annual Reconciliation Report

The Funding Year/Annual Reconciliation report contains the approved budget and actual expenditures for the Funding Year from April 1, 2016 to March 31, 2017 after the organization's financial audit is completed. Reporting templates will be provided by the Province and the report will be signed by authorized signing officers of the organization (e.g., Chief Executive Officer/Medical Officer of Health and/or Chief Financial Officer/Finance Director).

17. Recipient's Audited Financial Report

This report is the annual audited organizational financial report, including financial statements prepared by external auditors. The Province does not require a separate schedule to be prepared for each Project funded as long as Province revenue and expenditures are identifiable within the report and the Funding Year/Annual Reconciliation reports (which are Project-specific) are duly signed by authorized signing officers.

18. Reports specified from time to time

As specified by the Province.

19. Q1 Financial Report

The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of June 30, 2017. Reporting templates will be provided by the Province.

20. 5th Project Activity Report

This report contains Project activity progress at the end of September 30, 2017. For this report, document achievements in relation to the agreed objectives and/or

major activities, including key Project and evaluation results (outputs and/or outcomes); resources produced (if any); variances in achievement of planned outputs/outcomes (e.g., delays in meeting planned activities) and barriers encountered; and, if appropriate, planned remedial actions to ensure activities are met.

21. Q2 Financial Report

The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of September 30, 2017. Reporting templates will be provided by the Province.

22. Q3 Financial Report

This financial report contains actual expenditures at the end of December 31, 2017, and a forecast of Project expenditures for the period from January 1, 2018 to March 31, 2018. Reporting templates will be provided by the Province. The purpose of this report is to report progress, flag large expenditures that are planned for the period from January 1, 2018 to March 31, 2018, and identify any funds which will be un-spent by the end of the Funding Year.

23. 6th (Final) Project Activity Report

This report contains Project activity progress at the end of the Funding Year (March 31, 2018). For this report, document achievements in relation to the agreed objectives and/or major activities, including key Project and evaluation results (outputs and/or outcomes); resources produced (if any); variances in achievement of planned outputs/outcomes (e.g., delays in meeting planned activities) and barriers encountered. This report should include progress against performance indicators as agreed to by the Province. The Province will provide a template for use in reporting on performance indicators. Where appropriate, offer recommendations for future planning.

24. Q4 (Final) Financial Report

This report contains actual expenditures at the end of the Funding Year (March 31, 2018). The financial report will specify actual revenues and expenditures against the approved budget and any resulting variances for the funding period. Reporting templates will be provided by the Province and the report will be signed by authorized signing officers of the organization (e.g., Chief Executive Officer/Medical Officer of Health and/or Chief Financial Officer/Finance Director).

25. Funding Year/Annual Reconciliation Report

The Funding Year/Annual Reconciliation report contains the approved budget and actual expenditures for the Funding Year from April 1, 2017 to March 31, 2018 after the organization's financial audit is completed. Reporting templates will be provided by the Province and the report will be signed by authorized signing officers of the organization (e.g., Chief Executive Officer/Medical Officer of Health and/or Chief Financial Officer/Finance Director).

26. Recipient's Audited Financial Report

This report is the annual audited organizational financial report, including financial statements prepared by external auditors. The Province does not require a

separate schedule to be prepared for each Project funded as long as Province revenue and expenditures are identifiable within the report and the Funding Year/Annual Reconciliation reports (which are Project-specific) are duly signed by authorized signing officers.

27. Reports specified from time to time
As specified by the Province.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-132

TEMPORARY LANEWAY CLOSING: (S4.1) A by-law to permit the temporary closing of the laneway behind 13 Queen Street East to where it intersects with Gore Street to facilitate the filming of a movie taking place at Ernie's Coffee Shop on August 24th and 25th, 2015.

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 CLOSING OF THE LANEWAY BEHIND 13 QUEEN STREET EAST TO WHERE IT INTERSECTS WITH GORE STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing for public use of the aforementioned laneway on August 24th and 25th, 2015 from 7:45 a.m. to 8:00 p.m. each day to facilitate the filming of a movie taking place at Ernie's Coffee Shop.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 10th day of August, 2015.

MAYOR – CHRISTIAN PROVENZANO

DEPUTY CITY CLERK – RACHEL TYCZINSKI