

REGULAR MEETING OF CITY COUNCIL REVISED AGENDA

Monday, September 28, 2015

4:30 p.m.

Council Chambers

Civic Centre

	Pages
1. ADOPTION OF MINUTES	15 - 32
Mover Councillor M. Shoemaker Secunder Councillor R. Niro	
Resolved that the Minutes of the Regular Council Meeting of 2015 09 14 be approved.	
2. QUESTIONS AND INFORMATION ARISING OUT OF THE MINUTES AND NOT OTHERWISE ON THE AGENDA	33 - 50
3. DECLARATION OF PECUNIARY INTEREST	
4. APPROVE AGENDA AS PRESENTED	
Mover Councillor J. Hupponen Secunder Councillor L. Turco	
Resolved that the Agenda for 2015 09 28 City Council Meeting as presented be approved.	
5. PROCLAMATIONS/DELEGATIONS	
5.1 City Beautification Awards	
Richard Walker and Suzanne Hanna – organizers, and 2015 award recipients.	
5.2 Fire Prevention Week	
Dan Fraser, Fire Prevention Officer	
5.3 Safe Communities Partnership Sault Ste. Marie	51 - 53

Mardi Crosson, Co-ordinator

Mover Councillor J. Hupponen
Seconder Councillor R. Niro

Whereas Safe Communities Partnership Sault Ste. Marie has pursued a vision of making Sault Ste. Marie the safest place in the world to live, learn, work and play by creating a community culture of safety and injury prevention since 1999; and

Whereas the city of Sault Ste. Marie is classified as one of 65 “safe communities” across the country; and

Whereas the Sault Ste. Marie Safe Communities Partnership is pursuing re-designation as a national “safe community”;

Now Therefore Be It Resolved That the City of Sault Ste. Marie recognizes the contribution of Safe Communities Partnership Sault Ste. Marie to the community and supports their re-designation as a national safe community under the Pan Pacific Safe Communities Network as administered by Parachute Canada.

5.4 Art Gallery of Algoma 40th Anniversary

Jasmina Jovanovic, Executive Director

5.5 Refugee Crisis – Local Fundraising – Agenda Item 8.3

John Tully, St. Andrew’s United Church

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

Mover Councillor M. Shoemaker
Seconder Councillor R. Niro

Resolved that all the items listed under date 2015 09 28 – Part One – Consent Agenda be approved as recommended.

6.1 Tender for Refuse Collection – Multi-Residential Contract (2015WA21T)

54 - 56

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

Mover Councillor J. Hupponen
Seconder Councillor L. Turco

Resolved that the report of the Manager of Purchasing dated 2015 09 28 be received and that the tender submitted by Municipal Waste & Recycling to provide Multi-Residential Refuse Collection be approved. The Agreement will be for a five (5) year period commencing January 1, 2016, allowing for extension by mutual agreement.

A By-law authorizing signature of the Agreement will appear on a future

Council Agenda.

- 6.2 RFP for Digital Photocopiers – Various Departments (2015XA04P) 57 - 58**
- A report of the Manager of Purchasing is attached for the consideration of Council.
- Mover Councillor M. Shoemaker
Seconder Councillor L. Turco
- Resolved that the report of the Manager of Purchasing dated 2015 09 28 be received and that the proposal submitted by Algoma Office Equipment to provide Digital Photocopiers as required by various City Departments be approved. The Manager of Purchasing is authorized to sign individual leases for these machines in accordance with the terms of the proposal as submitted.
- 6.3 RFP for External Audit Services (2015TA02P) 59 - 60**
- A report of the Manager of Audits and Capital Planning is attached for the consideration of Council.
- The relevant By-law 2015-168 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.4 Property Tax Appeals 61 - 65**
- A report of the City Tax Collector is attached for the consideration of Council.
- Mover Councillor J. Hupponen
Seconder Councillor L. Turco
- Resolved that the report of the City Tax Collector dated 2015 09 28 concerning Property Tax Appeals be received and that the tax records be amended pursuant to Section 334, 354 and 357 of the *Municipal Act* be approved.
- 6.5 Downtown Association – Interim Board of Directors 66 - 68**
- A report of the City Clerk is attached for the consideration of Council.
- Mover Councillor M. Shoemaker
Seconder Councillor R. Niro
- Resolved that the report of the City Clerk dated 2015 09 28 concerning Downtown Association – Interim Board of Directors be received and that Council set the composition of the board of management of the Downtown Association to be nine members, which includes a member of Council appointed directly by the municipality; and
- Further that the following persons: Councillor Ross Romano and citizens Steve Alexander, Joseph Bisceglia, Frank Gaccione, Heather Mendes, Dominic Ruscio, Paul Scornaienchi, Carrie Suriano and Grace Tridico be appointed to an interim board of management until such time as the DTA membership has elected a new slate of directors for the consideration of Council.

- 6.6 Signing of Standard Agreements – Community Services Department 69 - 70**
- A report of the Commissioner of Community Services is attached for the consideration of Council.
- The relevant By-law 2015-165 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.7 Sault Ste. Marie Walk of Fame 71 - 101**
- A report of the Commissioner of Community Services is attached for the consideration of Council.
- Mover Councillor J. Hupponen
Seconder Councillor L. Turco
- Resolved that the report of the Commissioner of Community Services dated 2015 09 28 regarding the Sault Ste. Marie Walk of Fame be received as information.
- 6.8 Memorial Tower Renovations – Update 102 - 126**
- A report of the Commissioner of Community Services is attached for the consideration of Council.
- Mover Councillor M. Shoemaker
Seconder Councillor R. Niro
- Resolved that the report of the Commissioner of Community Services dated 2015 09 28 concerning Memorial Tower Renovations be received and that:
1. Renovations be postponed until 2016;
 2. 2015 funds be carried forward to the 2016 budget; and
 3. Additional funds in the amount of \$20,000 be requested from the 2016 Capital from Current allocation.
- 6.9 The New Algoma Farmers' Market Agreement 127 - 128**
- A report of the Manager of Recreation and Culture is attached for the consideration of Council.
- Mover Councillor M. Shoemaker
Seconder Councillor R. Niro
- Resolved that the report of the Manager of Recreation and Culture dated 2015 09 28 concerning The New Algoma Farmers' Market Agreement be received and that Council direct the Community Services Department to provide The New Algoma Farmers' Market with notice of the City's intention to terminate the existing agreement between the City and The New Algoma Farmers' Market; further that Council direct the Community Services Department to report back to it regarding an assessment of the appropriateness and/or feasibility of continuing to lease the space to the Algoma Farmers' Market and the recommended terms and conditions for such a lease.

- 6.10 Municipal Council Support Resolution 129 - 131**
- A report of the Environmental Initiatives Co-ordinator is attached for the consideration of Council.
- The relevant By-law 2015-171 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.11 2016 Engineering Agreements 132 - 133**
- A report of the Design and Construction Engineer is attached for the consideration of Council.
- The relevant By-laws 2015-175, 2015-176, 2015-177 and 2015-178 are listed under item 11 of the Agenda and will be read by all by-laws under that item.
- 6.12 Northern Avenue Corridor – East of Great Northern Road 134 - 135**
- A report of the Director of Engineering Services is attached for the consideration of Council.
- Mover Councillor M. Shoemaker
Seconder Councillor L. Turco
- Resolved that the report of the Director of Engineering Services dated 2015 09 28 be received and that the City enter into an agreement for professional services with Kresin Engineering for the completion of an environmental assessment for Northern Avenue, east of Great Northern Road.
- A By-law authorizing signature of an Agreement will appear on a future Council Agenda.
- 6.13 Slope Stabilization – 90 Second Line East 136 - 137**
- A report of the Director of Engineering Services is attached for the consideration of Council.
- The relevant By-law 2015-172 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.14 SCF Funding – Intake II – Sackville Road Extension 138 - 139**
- A report of the Director of Engineering Services is attached for the consideration of Council.
- Mover Councillor M. Shoemaker
Seconder Councillor L. Turco
- Resolved that the report of the Director of Engineering Services dated 2015 09 28 be received and the recommendation to submit an expression of interest to the Small Communities Fund for the extension of Sackville Road be approved.
- 6.15 2014 Annual Fee Report 140 - 142**

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

Mover Councillor J. Hupponen
Seconder Councillor L. Turco

Resolved that the report of the Chief Building Official dated 2015 09 28 regarding the 2014 Annual Fee Report be received as information.

6.16 Burning of Materials in Residential Fireplaces and Wood Stoves 143 - 144

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

Mover Councillor J. Hupponen
Seconder Councillor L. Turco

Resolved that the report of the Fire Chief dated 2015 09 28 concerning Burning of Materials in Residential Fireplaces and Wood Stove be received and that Council take no further action on regulating the use of fireplaces and wood burning stoves within private residences at this time.

6.17 Property Declared Surplus – 88 Goulais Avenue 145 - 147

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

The relevant By-law 2015-169 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.18 Downtown Community Improvement Plan – Tax Increment Grant – 995 Queen Street East 148 - 151

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

Mover Councillor M. Shoemaker
Seconder Councillor L. Turco

Resolved that the report of the Planning Division dated 2015 09 28 concerning the Downtown Community Improvement Plan – Tax Increment Grant – 995 Queen Street East be received and:

1. That Council authorize an incremental tax rebate for 995 Queen Street East;
2. That the rebate be 100% in year one, 75% in year two, 50% in year three and 25% in year four;
3. That all general eligibility requirements of the financial incentive programs, as outlined in the approved Downtown CIP, approved February 18, 2014, apply to this proposal, and
4. After the four-year rebate, the property owner will pay the full municipal tax amount.

6.19 Telecommunications Tower Policy 152 - 166

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

Mover Councillor M. Shoemaker

Seconder Councillor R. Niro

Resolved that the report of the Planner dated 2015 09 28 be received as information and that Council authorize staff to provide public notice of a public open house to discuss the Draft Telecommunications Tower Policy, to be held on Wednesday October 28, 2015, 7:00 pm at the Civic Centre.

6.20 Bike Rack Sponsorship Program 167 - 175

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

Mover Councillor M. Shoemaker
Seconder Councillor L. Turco

Resolved that the report of the Planning Division dated 2015 09 28 concerning the Bike Rack Sponsorship Program be received and that the BRSP policy attached to this report be approved.

6.21 Parking – By-law 90-305 Amendments 176 - 179

A report of the Manager of Transit and Parking is attached for the consideration of Council.

The relevant By-law 2015-166 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.22 Homelessness Partnering Strategy Co-ordinated Point-in-Time (PIT) Count Application 180 - 182

A report of the Manager of Housing Programs is attached for the consideration of Council.

The relevant By-law 2015-180 approving execution of an application for funding is listed under item 11 of the Agenda and will be read with all by-laws under that item.

The relevant By-law 2015-181 authorizing execution of an agreement with Her Majesty the Queen in right of Canada as represented by the Ministry of Employment and Social Development Canada 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

7.1.1 Finance Spending Review – Corporate, Finance Department 183 - 197

7.2 COMMUNITY SERVICES DEPARTMENT

7.3 ENGINEERING

7.4 FIRE

7.5 LEGAL

7.6 PLANNING

7.6.1 A-17-15-Z.OP – 592 Old Goulais Bay Rd.

198 - 233

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

Mover Councillor J. Hupponen
Seconder Councillor R. Niro

Resolved that the Report of the Planner dated 2015 09 28 be received as information and that the applicants' request to amend the Official Plan and to rezone the front (west 300m) of the subject property from "RA" (Rural Area Zone) to "RA.S" (Rural Area Zone with a Special Exception) to permit a contractor's yard on the subject property in addition to the uses currently permitted be denied.

7.6.1.1 *Additional correspondence*

234 - 264

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 Review of Retired Employee Death Benefit

Mover Councillor M. Shoemaker
Seconder Councillor R. Niro

WHEREAS Human Resources Policy and Procedure Number 4-14 prescribes that a death benefit of \$2,000 be paid to the widow, widower, or estate of a pensioned retiree of the Corporation upon their death; and

WHEREAS this policy was enacted approximately 30 years ago; and

WHEREAS in the intervening time, provisions for retirees and pensioners in Canada have generally been strengthened through the extension of survivorship benefits and the introduction of tax policies such as income-splitting and pension-splitting; and

WHEREAS both the OMERS and Canada Pension Plans contain survivorship provisions and there is a death benefit that is payable through the Canada Pension Plan; and

WHEREAS Council understands the importance of periodically reviewing the City's discretionary spending;

Now Therefore Be It Resolved that Council request staff to review and report on the administration of the Retired Employee Death Benefit and that said report include the following information:

- The amount of money disbursed by the Corporation in death benefit payments for the 2015 year to date;
- The amounts of money disbursed in death benefit payments for the 2013 and 2014 municipal fiscal years;
- An overview of how common it is for municipal governments in Ontario to issue such death benefit payments upon the death of retirees;
- An analysis as to the appropriateness of continuing to pay the death benefit given the present-day financial tools, tax policies and resources available to retirees and their families.

8.2 Decrease of Sewer Surcharge

Mover Councillor S. Myers
Seconder Councillor P. Christian

WHEREAS the present sewer surcharge that is added to the utility bill of PUC customers has been set at 100 per cent of the water usage rate since 2002; and

WHEREAS the financing of the east end water treatment facility has now been completed and the funds that have accumulated from the sewer surcharge are in the approximate amount of \$29,000,000 as of January 1, 2015; and

WHEREAS Council is mindful that many local residents and businesses are having difficulty making ends meet due to uncertain economic conditions and rising costs of living; and

WHEREAS the sewer surcharge is the only component of the PUC bill that can be directly influenced by the City of Sault Ste. Marie and City staff has been analyzing the surcharge relative to sewer infrastructure demand; and

Now Therefore Be It Resolved that Council direct the Commissioner of Finance and Treasurer to undertake an analysis of the sewer surcharge with the specific intention of reducing the sewer surcharge and report back to Council with options outlining proposed reduction(s) of the surcharge, the consequences of said reduction(s), and what steps are necessary to decrease the sewer surcharge as of January 2016.

8.3 Refugee Crisis – Local Fundraising

Mover Councillor S. Butland
Seconder Councillor M. Shoemaker

Whereas there are literally millions of refugees from a number of countries (Syria, Iraq, Afghanistan, Burma, Uganda, etc.) seeking asylum and a new, welcoming and safe home; and

Whereas there is considerable interest from individuals and organizations to address the situation from a local perspective; and

Whereas a co-ordinated effort to raise funds on a voluntary basis to hopefully sponsor a refugee family(ies) is a logical course to achieve this goal;

Now Therefore Be It Resolved that Council endorse a community-wide effort to raise funds and designate our Social Services Department to be the lead agency to provide the required co-ordination of this most worthwhile initiative.

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

10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

11. CONSIDERATION AND PASSING OF BY- LAWS

Mover Councillor J. Hupponen
Seconder Councillor R. Niro

Resolved that all By-laws under item 11 of the Agenda under date 2015 09 18 be approved.

11.1 By-laws before Council TO BE PASSED which do not require more than a simple majority 265 - 266

Mover Councillor J. Hupponen
Seconder Councillor R. Niro

Resolved that By-law 2015-167 being a by-law to authorize the execution of one (1) Municipal Council Confirmation Resolution to support the solar photovoltaic application being submitted to the Independent Electricity System Operator Feed-In-Tariff Program be passed in open Council this 28th day of September, 2015.

11.1.1 By-law 2015-165 (Delegation to Commissioner of Community Services) 267 - 268

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

Mover Councillor J. Hupponen
Seconder Councillor R. Niro

Resolved that By-law 2015-165 being a by-law to authorize the Commissioner of Community Services or his/her designate to enter into standard agreements between the City and users of City facilities be passed in open Council this 28th day of September, 2015.

11.1.2 By-law 2015-166 (Parking) Municipal Law Enforcement Officers 269 - 271

A report from the Manager of Transit and Parking is on the Agenda.

Mover Councillor J. Hupponen
Seconder Councillor R. Niro

Resolved that By-law 2015-166 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 28th day of September, 2015.

- 11.1.3 By-law 2015-168 (Finance) Appoint Municipal Auditor 272 - 272**
- A report from the Manager of Audits and Capital Planning is on the Agenda.
- Mover Councillor J. Hupponen
Seconder Councillor R. Niro
- Resolved that By-law 2015-168 being a by-law to appoint the firm of KPMG LLP as municipal auditor to provide External Audit Services as required by the City of Sault Ste. Marie be passed in open Council this 28th day of September, 2015.
- 11.1.4 By-law 2015-169 (Property) Declared Surplus (88 Goulais Avenue) 273 - 274**
- A report from the City Solicitor is on the Agenda.
- Mover Councillor J. Hupponen
Seconder Councillor R. Niro
- Resolved that By-law 2015-169 being a by-law to declare the City owned property legally described as PIN 31592-0211 (LT) LT 6 BLK 12 PL 1751 KORAH; SAULT STE. MARIE being civic 88 Goulais Avenue, as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 28th day of September, 2015.
- 11.1.5 By-law 2015-171 (Resolution) Municipal Council Support Resolution Solar Photovoltaic Application 275 - 276**
- A report from the Environmental Initiatives Co-ordinator is on the Agenda.
- Mover Councillor J. Hupponen
Seconder Councillor R. Niro
- Resolved that By-law 2015-171 being a by-law to authorize the execution of one (1) Municipal Council Support Resolution to support one (1) solar photovoltaic application being submitted to the Independent Electricity System Operator Feed-in-Tariff Program be passed in open Council this 28th day of September, 2015.
- 11.1.6 By-law 2015-172 (Agreement) STEM Engineering Group Incorporated 277 - 279**
- A report from the Director of Engineering Services is on the Agenda.
- Mover Councillor J. Hupponen
Seconder Councillor R. Niro
- Resolved that By-law 2015-172 being a by-law to authorize the execution of an agreement between the City and STEM Engineering Group Incorporated for professional services for provision of additional slope stability to City lands near 90 Second Line East be passed in open Council this 28th day of September, 2015.
- 11.1.7 By-law 2015-173 (OP) 475 Trunk Road Sar-Gin Developments (Sault) Ltd. 280 - 282**

Mover Councillor J. Hupponen
Seconder Councillor R. Niro

Resolved that By-law 2015-173 being a by-law to adopt Amendment No. 214 to the Official Plan for the City of Sault Ste. Marie (475 Trunk Road Sar-Gin Developments (Sault) Ltd. be passed in open Council this 28th day of September, 2015.

11.1.8 By-law 2015-174 (Zoning) 475 Trunk Road Sar-Gin Developments (Sault) Ltd. 283 - 285

Mover Councillor J. Hupponen
Seconder Councillor R. Niro

Resolved that By-law 2015-174 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 475 Trunk Road (Sar-Gin Developments (Sault) Ltd.) be passed in open Council on the 28th day of September, 2015.

11.1.9 By-law 2015-175 (Agreement) Tulloch Engineering Inc. 286 - 297

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

Mover Councillor J. Hupponen
Seconder Councillor R. Niro

Resolved that By-law 2015-175 being a by-law to authorize the execution of an agreement between the City and Tulloch Engineering Inc. for the reconstruction of Second Avenue from Wallace Terrace to Second Line West in the amount of Three Hundred and Sixty-Seven Thousand (\$367,000) Dollars be passed in open Council this 28th day of September, 2015.

11.1.10 By-law 2015-176 (Agreement) AECOM Canada Ltd. 298 - 313

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

Mover Councillor J. Hupponen
Seconder Councillor R. Niro

Resolved that By-law 2015-176 being a by-law to authorize the execution of an agreement between the City and AECOM Canada Ltd. for the widening of Black Road from McNabb Street to Second Line East in the amount of Five Hundred and Sixty-Five Thousand (\$565,000) Dollars be passed in open Council this 28th day of September, 2015.

11.1.11 By-law 2015-177 (Agreement) WSP Canada Inc. 314 - 328

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

Mover Councillor J. Hupponen
Seconder Councillor R. Niro

Resolved that By-law 2015-177 being a by-law to authorize the execution of an agreement between the City and WSP Canada Inc. for the reconstruction

of Coulson Avenue and Manor Road in the amount of Two Hundred and Sixty-Two Thousand Nine Hundred (\$262,900) Dollars be passed in open Council this 28th day of September, 2015.

11.1.12 By-law 2015-178 (Agreement) STEM Engineering Group Incorporated 329 - 338

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

Mover Councillor J. Hupponen
Seconder Councillor R. Niro

Resolved that By-law 2015-178 being a by-law to authorize the execution of an agreement between the City and STEM Engineering Group Incorporated for the Fort Creek Aqueduct John Street Diversion (Albert Street to Wellington Street West) in the amount of Four Hundred and Ninety-Six Thousand Eight Hundred (\$496,800) Dollars be passed in open Council this 28th day of September, 2015.

11.1.13 By-law 2015-179 (Zoning) 57 St. George's Avenue West (Fawn) 339 - 341

Mover Councillor J. Hupponen
Seconder Councillor R. Niro

Resolved that By-law 2015-179 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 57 St. George's Avenue West (Fawn) be passed in open Council this 28th day of September, 2015.

11.1.14 By-law 2015-180 (Agreement) Homelessness Partnering Strategy Co-ordinated Point-in-Time (PiT) Count Application 342 - 350

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

Mover Councillor J. Hupponen
Seconder Councillor R. Niro

Resolved that By-law 2015-180 being a by-law to authorize the execution of an Agreement between the City and Department of Employment and Social Development Canada to secure funding to administer a PiT count in the community be passed in open Council this 28th day of September, 2015.

11.1.15 By-law 2015-181 (Agreement) Data Provision HIFIS Software 351 - 359

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

Mover Councillor J. Hupponen
Seconder Councillor R. Niro

Resolved that By-law 2015-181 is a by-law authorizing the execution of an Agreement between the City and the Minister of Employment and Social Development Canada (ESDC) to provide an electronic data collection software that may be used by Community Entities to improve the efficiency of their day-to-day operations be passed in open Council this 28th day of

September, 2015.

11.1.16 *By-law 2015-167 (Resolution) Solar Photovoltaic* 360 - 361

Mover Councillor J. Hupponen
Seconder Councillor R. Niro

Resolved that By-law 2015-167 being a by-law to authorize the execution of one (1) Municipal Council Confirmation Resolution to support the solar photovoltaic application being submitted to the Independent Electricity System Operator Feed-In-Tariff Program be passed in open Council this 28th day of September, 2015.

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

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

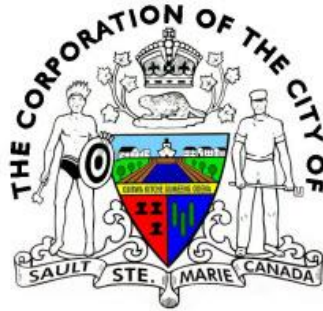
12. QUESTIONS BY, NEW BUSINESS FROM, OR ADDRESSES BY MEMBERS OF COUNCIL CONCERNING MATTERS NOT OTHERWISE ON THE AGENDA

13. CLOSED SESSION

14. ADJOURNMENT

Mover Councillor J. Hupponen
Seconder Councillor L. Turco

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, September 14, 2015

4:30 p.m.

Council Chambers

Civic Centre

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

Absent: Councillor T. Sheehan

Officials: L. Girardi, N. Kenny, S. Schell, D. Elliott, M. Nadeau, M. Figliola, P. Niro, M. White, S. Sparling, S. Turco, F. Coccimiglio, T. Dodds, C. Rumeil, N. Scott

1. ADOPTION OF MINUTES

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that the Minutes of the Regular Council Meeting of 2015 08 10 and Special Meeting of 2015 08 24 be approved.

Carried

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

3. DECLARATION OF PECUNIARY INTEREST

3.1 Mayor C. Provenzano - Tender for Screened Street Sand (2015WA20T)

Successful proponent is a client of law firm.

3.2 Councillor R. Niro - Agreement Between the City and the Huron Superior Catholic District School Board for the Use and Development of City Property

Spouse is an employee by the Huron-Superior Catholic District School Board.

3.3 Councillor R. Niro - By-law 2015-154 (Agreement) HSCDSB

Spouse is an employee of the Huron-Superior Catholic District School Board.

3.4 Councillor L. Turco - Designated Fire Route

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

3.5 Councillor L. Turco - By-law 2015-164 (Fire Route) Amend By-law 2013-105

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

3.6 Councillor L. Turco - Agreement Between the City and the Huron Superior Catholic District School Board for the Use and Development of City Property

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

3.7 Councillor L. Turco - By-law 2015-154 (Agreement) HSCDSB

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

3.8 Councillor L. Turco - Results of Graffiti Initiative – August 18-23, 2015

Spouse is employed by Police Services.

3.9 Councillor M. Shoemaker - Designated Fire Route

The Huron-Superior Catholic District School Board is a client of law firm.

3.10 Councillor M. Shoemaker - By-law 2015-164 (Fire Route) Amend By-law 2013-105

The Huron-Superior Catholic District School Board is a client of law firm.

3.11 Councillor M. Shoemaker - Agreement Between the City and the Huron Superior Catholic District School Board for the Use and Development of City Property

The Huron-Superior Catholic District School Board is a client of law firm.

3.12 Councillor M. Shoemaker - By-law 2015-154 (Agreement) HSCDSB

The Huron-Superior Catholic District School Board is a client of law firm.

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that the Agenda and Addendum for 2015 09 14 City Council Meeting as presented be approved.

Carried

5. PROCLAMATIONS/DELEGATIONS

5.1 Red Cross Rescuer Awards

5.2 Culture Days

Valerie King, Executive Director, Arts Council of Sault Ste. Marie and District; and Helena Huopalainen, Sault Ste. Marie Public Library were in attendance.

5.3 Franco-Ontarian Day

5.4 Sault Pridefest 2015

Theodore Syrette was in attendance.

5.5 Childhood Cancer Awareness Month

Dayna Caruso, Executive Director, Northern Ontario Families of Children with Cancer was in attendance.

5.6 Ovarian Cancer Awareness Month

Gayle Manley, Zonta International was in attendance.

5.7 Recovery Month

Barbara Ridley, Sault Area Hospital, Member of the Recovery Day Celebration Committee was in attendance.

5.8 Sault Ste. Marie Employment Rates

Jonathan Coulman, Executive Director, Algoma Workforce Investment Corporation was in attendance.

5.9 A-10-15-Z – 9 Poplar Avenue – Postponement Request

Robert Dumanski (for the applicant) was in attendance.

5.10 A-15-15-Z – 57 St. George's Avenue West

Bill Weirzbicki (for the applicant) was in attendance.

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that all the items listed under date 2015 09 14 – Part One – Consent Agenda and the Addendum be approved as recommended, save and except item 6.8.

Carried

6.1 Correspondence

Ministry of Attorney General – Provincial Offences Cost Recovery

6.2 Council Travel

Authorization to travel to the Association of Municipalities of Ontario annual conference in Niagara Falls, Ontario was omitted from the August 10, 2015 Agenda in error.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that Mayor Provenzano, Councillor S. Butland, Councillor J. Hupponen and Councillor S. Myers be authorized to travel to Niagara Falls, Ontario for three days in August to attend the annual Association of Municipalities of Ontario conference at an estimated cost to the City of \$1,500 each.

Carried

Moved by: Councillor T. Sheehan

Seconded by: Councillor R. Niro

Resolved that Councillor L. Turco be authorized to travel to Niagara Falls, Ontario for six days in August to attend the annual Association of Municipalities of Ontario conference and board meeting at an estimated cost to the City of \$2,100.

Carried

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

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

Carried

6.3 Tender for Screened Street Sand (2015WA20T)

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

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

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Purchasing dated 2015 09 14 be received and that the tender submitted by Palmer Construction for the supply of Screened Street Sand for the 2015-2016 winter season at the tendered pricing of \$5.48 per tonne (H.S.T. extra) be approved.

Carried

6.4 Budget Timeline Options

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that the report of the Commissioner of Finance and Treasurer dated 2015 09 14 regarding budget timelines be received as information.

Carried

6.5 Amendments to Cemetery By-law

The report of the City Clerk was received by Council.

The relevant By-law 2015-163 is listed under item 11 of the Minutes.

6.6 Request to Repeal By-law – Business Improvement Area

The report of the City Clerk was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that the report of the City Clerk dated 2015 09 14 concerning Request to Repeal By-law – Business Improvement Area and official results be received as information.

Carried

6.7 2016 Consulting Engineering Assignments

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that the report of the Design and Construction Engineer dated 2015 09 14 concerning the 2016 capital construction consultant selection be received, and that Council authorize entering into agreements for engineering services with these consulting engineering firms.

Individual engineering agreements with an estimate of engineering fees will be brought to Council for approval at a later date.

Carried

6.9 Fort Creek Aqueduct – Contribution Agreement

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

The relevant By-law 2015-158 is listed under item 11 of the Minutes.

Moved by: Councillor J. Hupponen

Seconded by: Councillor L. Turco

Resolved that the report of the Director of Engineering Services dated 2015 09 14 be received and that a Request for Proposal be issued for engineering services for the remaining phases of the Fort Creek aqueduct project.

Carried

6.10 Inflow and Infiltration Pilot Project Update

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

The relevant By-laws 2015-155 and 2015-160 are listed under item 11 of the Minutes.

6.11 Wastewater Facility Designated Substance Surveys Consultant Selection

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

The relevant By-law 2015-157 is listed under item 11 of the Minutes.

6.12 Acquisition of Property on Peoples Road

The report of the Engineering Intern was received by Council.

The relevant By-law 2015-159 is listed under item 11 of the Minutes.

6.13 Designated Fire Route

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

Councillor M. Shoemaker declared a conflict on this item. (The Huron-Superior Catholic District School Board is a client of law firm.)

The report of the Deputy Fire Chief – Inspection Division was received by Council.
The relevant By-law 2015-164 is listed under item 11 of the Minutes.

6.14 POA – Second Inter-Municipal Agreement

The report of the Assistant City Solicitor was received by Council.
The relevant By-law 2015-134 is listed under item 11 of the Minutes.

6.15 Agreement Between the City and the Huron Superior Catholic District School Board for the Use and Development of City Property

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

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

Councillor M. Shoemaker declared a conflict on this item. (The Huron-Superior Catholic District School Board is a client of law firm.)

The report of the Solicitor/Prosecutor was received by Council.
The relevant By-law 2015-154 is listed under item 11 of the Minutes.

6.16 Smoking By-law Amendments

The report of the Solicitor/Prosecutor was received by Council.
The relevant By-law 2015-151 is listed under item 11 of the Minutes.

6.17 Provincial Legislation Regulating the Use of Off-Road Vehicles on Municipal Roadways

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

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that the report of the Solicitor/Prosecutor dated 2015 09 14 concerning Provincial Legislation Regulating the Use of Off-Road Vehicles on Municipal Roadways be received as information. The direction of Council is sought.

Carried

6.18 Results of Graffiti Initiative – August 18-23, 2015

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

The report of the Deputy Chief was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that the report of the Deputy Chief dated 2015 09 14 concerning Results of Graffiti Initiative – August 18-23, 2015 be received as information.

Carried

6.19 Amendment to By-Law 90-305

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

The relevant By-law 2015-161 is listed under item 11 of the Minutes.

6.20 Costs Associated with Purchase of New Nova Bus

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Transit and Parking dated 2015 09 14 concerning Costs Associated with Purchase of New Nova Bus be received and that staff be authorized to use funds in the Transit Equipment reserve to cover the additional bus purchase cost of \$8,215.

Carried

6.21 Reallocation of Accessibility Reserve Funds for Actuators at the Roberta Bondar Pavilion/Marina

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

Moved by: Councillor J. Hupponen

Seconded by: Councillor L. Turco

Resolved that the report of the Accessibility Co-ordinator dated 2015 09 14 concerning Relocation of Accessibility Reserve Funds for Actuators at the Roberta Bondar Pavilion/Marina be received and that the reallocation of approximately \$10,000 from the Accessibility Reserve Fund for the installation of actuators at the Roberta Bondar Pavilion/Marina be approved.

Carried

6.22 Reallocation of Accessibility Reserve Funds for Visual Fire Alarms at the John Rhodes Community Centre

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

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that the report of the Accessibility Co-ordinator dated 2015 09 14 concerning Reallocation of Accessibility Reserve Funds for Visual Fire Alarms at the John Rhodes Community Centre be received and that the reallocation of up to \$10,500 for the installation of visual fire alarms at the John Rhodes Community Centre be approved.

Carried

6.23 Council Travel

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that Mayor C. Provenzano be authorized to travel to Toronto, Ontario for one day in October to attend a conference at an estimated cost to the City of \$300.

Carried

6.24 Correspondence – Councillor T. Sheehan

6.8 OCIF Funding Intake II – Bay Street

Moved by: Councillor J. Hupponen

Seconded by: Councillor L. Turco

Resolved that the report of the Director of Engineering dated 2015 09 14 regarding OCIF Funding Intake II – Bay Street be received as information.

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-10-15-Z – 9 Poplar Avenue – Postponement Request

The report of the Planner was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that the report of the Planner dated 2015 09 14 be received and that Council postpone application A-10-15-Z to November 23, 2015.

Carried

7.6.2 A-15-15-Z – 57 St. George's Avenue West

The report of the Planning Division was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that the report of the Planning Division dated 2015 09 14 concerning A-15-15-Z – 57 St. George's Avenue West be received and that Council approve application A-15-15-Z to rezone the subject property from "R.3" (Low Density Residential Zone) to "R3.S" (Low Density Residential Zone with a Special Exception) to permit a triplex and that the Legal Department be directed to prepare the necessary by-law to effect this approval.

Carried

7.6.3 A-16-15-Z.OP – 475 Trunk Road

The report of the Planner was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that the report of the Planner dated 2015 09 14 concerning A-16-15-Z.OP – 475 Trunk Road be received and that Council approve:

1. Official Plan Amendment by way of a notwithstanding clause to Commercial Policy C.4 to permit up to 100% office space occupancy within the existing building;
2. Rezoning the subject property from General Commercial Zone (C4) to General Commercial Zone (C4.S) with a special exception to permit the entire Gross Floor Area of the existing building to be occupied by office uses in addition to the uses permitted in the General Commercial Zone (C4);

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

Carried

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

7.8.1 PUC

7.8.1.1 Borrowing for Water Utility

The report of the President and CEO, PUC Services Inc. was received by Council.
The relevant By-law 2015-162 is listed under item 11 of the Minutes.

7.8.1.2 Ontario Works Value-Added Recycling Program

The report of the President and CEO, PUC Services Inc. was received by Council.

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

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

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

Carried

Moved by: Councillor J. Hupponen

Seconded by: Councillor L. Turco

Resolved that Council hereby approves donation of all scrap streetlights generated from the installation of new LED lights to the proposed Social Services Department value added recycling program.

Carried

7.8.1.3 Second Quarter Shareholders Report

The report of the Board of Directors Chair, PUC Inc. and PUC Services Inc. was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that the report of the Board of Directors Chair, PUC Inc. and PUC Services Inc. dated 2015 08 31 concerning 2015 Second Quarter Report be received as information.

Carried

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

8.1 Michigan Soo Locks

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

WHEREAS on July 29, 2015 the 73-year-old MacArthur Lock at the Michigan Soo Locks was shut down due to emergency repairs being required; and

WHEREAS repairs were initially scheduled to take 10 days but due to the nature of the repairs required, ended up taking 20 days; and

WHEREAS the 20-day shutdown of the MacArthur lock caused the lock to be unused for over 450 hours and delayed 103 ships, negatively affecting both the Canadian and American economy; and

WHEREAS since 2009 there have been approximately 3,000 hours of unscheduled closures at the Michigan Soo Locks; and

WHEREAS the Michigan Soo Locks are vital to Essar Steel Algoma, the proposed Port of Algoma, Tenaris Algoma Tubes, and other industrial, forestry and aggregate operations in Sault Ste. Marie and in the Algoma District, and are critical to the economies of the twin Saults, Ontario, Michigan, Canada and the United States; and

WHEREAS future shutdowns at the Michigan Soo Locks could cause devastating harm to Sault Ontario's economy; and

WHEREAS a new lock at the Michigan Soo Locks has been approved but unfunded by the United States for 29 years;

Now Therefore Be It Resolved that the Council of the City of Sault Ste. Marie, Ontario expresses its unreserved and full support for the renewed efforts of the United States Army Corps of Engineers, United States Senators from Michigan, Members of the United States House of Representatives from Michigan, and the Governor of Michigan in trying to move forward the proposal for a new lock at the Michigan Soo Locks.

Carried

8.2 Immigration Committee

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Whereas Sault Ste. Marie currently has a population of approximately 75,000 people; and

Whereas Sault Ste. Marie once held a population of over 80,000 people; and

Whereas Sault Ste. Marie currently suffers from challenging demographics wherein our current death rate exceeds our birth rate; and

Whereas it is important for Sault Ste. Marie to look at ways to increase migration and, moreso, immigration and develop an action plan with respect to attracting migrants/immigrants and retaining migrants/immigrants in Sault Ste. Marie;

Now Therefore Be It Resolved that a committee of Council be struck to consider this issue to consist of: Councillor R. Romano; Councillor S. Butland; the Co-ordinator of the Local Immigration Plan; the City Clerk; the Commissioner of Social Services; a representative of the

Planning Division; the Executive Director of Business Sault Ste. Marie; a representative of the Chamber of Commerce (Jason Naccarato); the Executive Director of the Sault Ste. Marie Innovation Centre; a representative of Essar Port of Algoma (Anshumali Dwivedi); the President of Algoma University; the President of Sault College; and a representative of the Sault Ste. Marie Career Centre (Carol Rains).

Carried

8.3 Notice of Motion – Review of Retired Employee Death Benefit

Moved by: Mayor C. Provenzano

WHEREAS Human Resources Policy and Procedure Number 4-14 prescribes that a death benefit of \$2,000 be paid to the widow, widower, or estate of a pensioned retiree of the Corporation upon their death; and

WHEREAS this policy was enacted approximately 30 years ago; and

WHEREAS in the intervening time, provisions for retirees and pensioners in Canada have generally been strengthened through the extension of survivorship benefits and the introduction of tax policies such as income-splitting and pension-splitting; and

WHEREAS both the OMERS and Canada Pension Plans contain survivorship provisions and there is a death benefit that is payable through the Canada Pension Plan; and

WHEREAS Council understands the importance of periodically reviewing the City's discretionary spending

Now Therefore Be It Resolved that Council request staff to review and report on the administration of the Retired Employee Death Benefit and for said report to include the following information:

- The amount of money disbursed by the Corporation in death benefit payments for the 2015 year to date;
- The amounts of money disbursed in death benefit payments for the 2013 and 2014 municipal fiscal years;
- An overview of how common it is for municipal governments in Ontario to issue such death benefit payments upon the death of retirees;
- An analysis as to the appropriateness of continuing to pay the death benefit given the present-day financial tools, tax policies and resources available to retirees and their families.

8.4 Notice of Motion – Decrease of Sewer Surcharge

Moved by: Mayor C. Provenzano

WHEREAS the present sewer surcharge that is added to the utility bill of PUC customers has been set at 100 per cent of the water usage rate since 2002; and

WHEREAS the financing of the east end water treatment facility has now been completed and the funds that have accumulated from the sewer surcharge are in the approximate amount of \$29,000,000.00 as of January 1, 2015; and

WHEREAS Council is mindful that many local residents and businesses are having difficulty making ends meet due to uncertain economic conditions and rising costs of living; and
WHEREAS the sewer surcharge is the only component of the PUC bill that can be directly influenced by the City of Sault Ste. Marie and City staff has been analyzing the surcharge relative to sewer infrastructure demand; and

Now Therefore Be It Resolved that Council direct the Commissioner of Finance and Treasurer to undertake an analysis of the sewer surcharge with the specific intention of reducing the sewer surcharge and report back as to Council with options outlining proposed reduction(s) of the surcharge, the consequences of said reduction(s), and what steps are necessary to decrease the sewer surcharge as of January 2016.

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

10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

11. CONSIDERATION AND PASSING OF BY- LAWS

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that all By-laws under item 11 of the Agenda under date 2015 09 14 be approved, save and except by-laws 2015-154 and 2015-164.

Carried

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

11.1.1 By-law 2015-134 (Agreement) POA Inter-municipal Agreement

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

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.

Carried

11.1.2 By-law 2015-151 (Smoking) Amendments to Smoking By-law

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2015-151 being a by-law to amend By-law 2003-7 (A by-law to regulate

smoking in public places and City buildings in the City of Sault Ste. Marie) be passed in open Council this 14th day of September, 2015.

Carried

11.1.3 By-law 2015-152 (Agreement) Mausoleum Phase XIV

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2015-152 being a by-law to authorize execution of a contract between the City and Gough Masonry Ltd. for the Municipal Mausoleum Phase XIV project be passed in open Council this 14th day of September, 2015.

Carried

11.1.4 By-law 2015-153 (Traffic) Amend Schedule "A"

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2015-153 being a by-law to amend Schedule "A" of Traffic By-law 77-200 be passed in open Council this 14th day of September, 2015.

Carried

11.1.6 By-law 2015-155 (Agreement) Minister of Environment and Climate Change

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2015-155 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 the Environment and Climate Change for the City's Inflow and Infiltration Pilot Project be passed in open Council this 14th day of September, 2015.

Carried

11.1.7 By-law 2015-156 (Appointment) Chief Administrative Officer

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2015-156 being a by-law to appoint Albert Horsman as Chief Administrative Officer (CAO) and to repeal By-law 1996-22 and By-law 2015-71 be passed in open Council this 14th day of September, 2015.

Carried

11.1.8 By-law 2015-157 (Agreement) Pinchin Ltd.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2015-157 being a by-law to authorize the execution of an agreement between the City and Pinchin Ltd. for engineering fees for the wastewater facility designated substance surveys be passed in open Council this 14th day of September, 2015.

Carried

11.1.9 By-law 2015-158 (Agreement) Fort Creek Aqueduct

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2015-158 being a by-law to authorize the execution of the New Building Canada Fund – Small Communities Fund Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for the reconstruction of the Fort Creek Aqueduct on John and Wellington Streets from Queen Street to Carmen's Way be passed in open Council this 14th day of September, 2015.

Carried

11.1.10 By-law 2015-159 (Property Acquisition) 981 and 983 People's Road (Kerr)

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2015-159 being a by-law to authorize the City's purchase of property located at civic 981 and 983 People's Road (Kerr) be passed in open Council this 14th day of September, 2015.

Carried

11.1.11 By-law 2015-160 (Agreement) Cole Engineering Group Ltd.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2015-160 being a by-law to authorize the execution of an agreement between the City and Cole Engineering Group Ltd. for consulting services with respect to the City's Inflow and Infiltration Pilot Project be passed in open Council this 14th day of September, 2015.

Carried

11.1.12 By-law 2015-161 (Parking) Appoint Municipal Law Enforcement Officers

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2015-161 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 14th day of September, 2015.

Carried

11.1.13 By-law 2015-162 (PUC)

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2015-162 being a by-law to authorize the Public Utilities Commission of the City of Sault Ste. Marie to borrow approximately eight million dollars (\$8,000,000) from the Royal Bank of Canada be passed in open Council this 14th day of September, 2015.

Carried

11.1.14 By-law 2015-163 (Regulations) Cemeteries

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2015-163 being a by-law to amend By-law 2012-129 being a by-law to provide regulations for the operation of all municipal crematoriums, mausoleums, and cemeteries owned by the City of Sault Ste. Marie be passed in open Council this 14th day of September, 2015.

Carried

11.1.5 By-law 2015-154 (Agreement) HSCDSB

Councillor R. Niro declared a conflict on this item. (Spouse is an employee of the Huron-Superior Catholic District School Board.)

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

Councillor M. Shoemaker declared a conflict on this item. (The Huron-Superior Catholic District School Board is a client of law firm.)

Moved by: Councillor J. Hupponen

Seconded by: Councillor S. Myers

Resolved that By-law 2015-154 being a by-law to authorize the execution of an agreement between the City and the Huron Superior Catholic District School Board for the use and

development of City property to access the new St. Mary's College from Old Garden River Road be passed in open Council this 14th day of September, 2015.

Carried

11.1.15 By-law 2015-164 (Fire Route) Amend By-law 2013-105

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

Councillor M. Shoemaker declared a conflict on this item. (The Huron-Superior Catholic District School Board is a client of law firm.)

Moved by: Councillor J. Hupponen

Seconded by: Councillor S. Myers

Resolved that By-law 2015-164 being a by-law to amend Fire Routes By-law 2013-105 be passed in open Council this 14th day of September, 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

14. ADJOURNMENT

Moved by: Councillor J. Hupponen

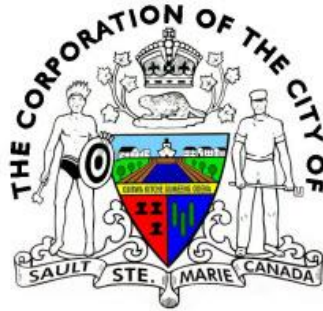
Seconded by: Councillor R. Niro

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, September 14, 2015

4:30 p.m.

Council Chambers

Civic Centre

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

Absent: Councillor T. Sheehan

Officials: L. Girardi, N. Kenny, S. Schell, D. Elliott, M. Nadeau, M. Figliola, P. Niro, M. White, S. Sparling, S. Turco, F. Coccimiglio, T. Dodds, C. Rumeil, N. Scott

1. ADOPTION OF MINUTES

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that the Minutes of the Regular Council Meeting of 2015 08 10 and Special Meeting of 2015 08 24 be approved.

Carried

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

3. DECLARATION OF PECUNIARY INTEREST

3.1 Mayor C. Provenzano - Tender for Screened Street Sand (2015WA20T)

Successful proponent is a client of law firm.

3.2 Councillor R. Niro - Agreement Between the City and the Huron Superior Catholic District School Board for the Use and Development of City Property

Spouse is an employee by the Huron-Superior Catholic District School Board.

3.3 Councillor R. Niro - By-law 2015-154 (Agreement) HSCDSB

Spouse is an employee of the Huron-Superior Catholic District School Board.

3.4 Councillor L. Turco - Designated Fire Route

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

3.5 Councillor L. Turco - By-law 2015-164 (Fire Route) Amend By-law 2013-105

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

3.6 Councillor L. Turco - Agreement Between the City and the Huron Superior Catholic District School Board for the Use and Development of City Property

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

3.7 Councillor L. Turco - By-law 2015-154 (Agreement) HSCDSB

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

3.8 Councillor L. Turco - Results of Graffiti Initiative – August 18-23, 2015

Spouse is employed by Police Services.

3.9 Councillor M. Shoemaker - Designated Fire Route

The Huron-Superior Catholic District School Board is a client of law firm.

3.10 Councillor M. Shoemaker - By-law 2015-164 (Fire Route) Amend By-law 2013-105

The Huron-Superior Catholic District School Board is a client of law firm.

3.11 Councillor M. Shoemaker - Agreement Between the City and the Huron Superior Catholic District School Board for the Use and Development of City Property

The Huron-Superior Catholic District School Board is a client of law firm.

3.12 Councillor M. Shoemaker - By-law 2015-154 (Agreement) HSCDSB

The Huron-Superior Catholic District School Board is a client of law firm.

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that the Agenda and Addendum for 2015 09 14 City Council Meeting as presented be approved.

Carried

5. PROCLAMATIONS/DELEGATIONS

5.1 Red Cross Rescuer Awards

5.2 Culture Days

Valerie King, Executive Director, Arts Council of Sault Ste. Marie and District; and Helena Huopalainen, Sault Ste. Marie Public Library were in attendance.

5.3 Franco-Ontarian Day

5.4 Sault Pridefest 2015

Theodore Syrette was in attendance.

5.5 Childhood Cancer Awareness Month

Dayna Caruso, Executive Director, Northern Ontario Families of Children with Cancer was in attendance.

5.6 Ovarian Cancer Awareness Month

Gayle Manley, Zonta International was in attendance.

5.7 Recovery Month

Barbara Ridley, Sault Area Hospital, Member of the Recovery Day Celebration Committee was in attendance.

5.8 Sault Ste. Marie Employment Rates

Jonathan Coulman, Executive Director, Algoma Workforce Investment Corporation was in attendance.

5.9 A-10-15-Z – 9 Poplar Avenue – Postponement Request

Robert Dumanski (for the applicant) was in attendance.

5.10 A-15-15-Z – 57 St. George's Avenue West

Bill Weirzbicki (for the applicant) was in attendance.

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that all the items listed under date 2015 09 14 – Part One – Consent Agenda and the Addendum be approved as recommended, save and except item 6.8.

Carried

6.1 Correspondence

Ministry of Attorney General – Provincial Offences Cost Recovery

6.2 Council Travel

Authorization to travel to the Association of Municipalities of Ontario annual conference in Niagara Falls, Ontario was omitted from the August 10, 2015 Agenda in error.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that Mayor Provenzano, Councillor S. Butland, Councillor J. Hupponen and Councillor S. Myers be authorized to travel to Niagara Falls, Ontario for three days in August to attend the annual Association of Municipalities of Ontario conference at an estimated cost to the City of \$1,500 each.

Carried

Moved by: Councillor T. Sheehan

Seconded by: Councillor R. Niro

Resolved that Councillor L. Turco be authorized to travel to Niagara Falls, Ontario for six days in August to attend the annual Association of Municipalities of Ontario conference and board meeting at an estimated cost to the City of \$2,100.

Carried

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

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

Carried

6.3 Tender for Screened Street Sand (2015WA20T)

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

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

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Purchasing dated 2015 09 14 be received and that the tender submitted by Palmer Construction for the supply of Screened Street Sand for the 2015-2016 winter season at the tendered pricing of \$5.48 per tonne (H.S.T. extra) be approved.

Carried

6.4 Budget Timeline Options

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that the report of the Commissioner of Finance and Treasurer dated 2015 09 14 regarding budget timelines be received as information.

Carried

6.5 Amendments to Cemetery By-law

The report of the City Clerk was received by Council.

The relevant By-law 2015-163 is listed under item 11 of the Minutes.

6.6 Request to Repeal By-law – Business Improvement Area

The report of the City Clerk was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that the report of the City Clerk dated 2015 09 14 concerning Request to Repeal By-law – Business Improvement Area and official results be received as information.

Carried

6.7 2016 Consulting Engineering Assignments

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that the report of the Design and Construction Engineer dated 2015 09 14 concerning the 2016 capital construction consultant selection be received, and that Council authorize entering into agreements for engineering services with these consulting engineering firms.

Individual engineering agreements with an estimate of engineering fees will be brought to Council for approval at a later date.

Carried

6.9 Fort Creek Aqueduct – Contribution Agreement

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

The relevant By-law 2015-158 is listed under item 11 of the Minutes.

Moved by: Councillor J. Hupponen

Seconded by: Councillor L. Turco

Resolved that the report of the Director of Engineering Services dated 2015 09 14 be received and that a Request for Proposal be issued for engineering services for the remaining phases of the Fort Creek aqueduct project.

Carried

6.10 Inflow and Infiltration Pilot Project Update

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

The relevant By-laws 2015-155 and 2015-160 are listed under item 11 of the Minutes.

6.11 Wastewater Facility Designated Substance Surveys Consultant Selection

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

The relevant By-law 2015-157 is listed under item 11 of the Minutes.

6.12 Acquisition of Property on Peoples Road

The report of the Engineering Intern was received by Council.

The relevant By-law 2015-159 is listed under item 11 of the Minutes.

6.13 Designated Fire Route

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

Councillor M. Shoemaker declared a conflict on this item. (The Huron-Superior Catholic District School Board is a client of law firm.)

The report of the Deputy Fire Chief – Inspection Division was received by Council.
The relevant By-law 2015-164 is listed under item 11 of the Minutes.

6.14 POA – Second Inter-Municipal Agreement

The report of the Assistant City Solicitor was received by Council.
The relevant By-law 2015-134 is listed under item 11 of the Minutes.

6.15 Agreement Between the City and the Huron Superior Catholic District School Board for the Use and Development of City Property

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

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

Councillor M. Shoemaker declared a conflict on this item. (The Huron-Superior Catholic District School Board is a client of law firm.)

The report of the Solicitor/Prosecutor was received by Council.
The relevant By-law 2015-154 is listed under item 11 of the Minutes.

6.16 Smoking By-law Amendments

The report of the Solicitor/Prosecutor was received by Council.
The relevant By-law 2015-151 is listed under item 11 of the Minutes.

6.17 Provincial Legislation Regulating the Use of Off-Road Vehicles on Municipal Roadways

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

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that the report of the Solicitor/Prosecutor dated 2015 09 14 concerning Provincial Legislation Regulating the Use of Off-Road Vehicles on Municipal Roadways be received as information. The direction of Council is sought.

Carried

6.18 Results of Graffiti Initiative – August 18-23, 2015

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

The report of the Deputy Chief was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that the report of the Deputy Chief dated 2015 09 14 concerning Results of Graffiti Initiative – August 18-23, 2015 be received as information.

Carried

6.19 Amendment to By-Law 90-305

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

The relevant By-law 2015-161 is listed under item 11 of the Minutes.

6.20 Costs Associated with Purchase of New Nova Bus

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Transit and Parking dated 2015 09 14 concerning Costs Associated with Purchase of New Nova Bus be received and that staff be authorized to use funds in the Transit Equipment reserve to cover the additional bus purchase cost of \$8,215.

Carried

6.21 Reallocation of Accessibility Reserve Funds for Actuators at the Roberta Bondar Pavilion/Marina

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

Moved by: Councillor J. Hupponen

Seconded by: Councillor L. Turco

Resolved that the report of the Accessibility Co-ordinator dated 2015 09 14 concerning Relocation of Accessibility Reserve Funds for Actuators at the Roberta Bondar Pavilion/Marina be received and that the reallocation of approximately \$10,000 from the Accessibility Reserve Fund for the installation of actuators at the Roberta Bondar Pavilion/Marina be approved.

Carried

6.22 Reallocation of Accessibility Reserve Funds for Visual Fire Alarms at the John Rhodes Community Centre

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

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that the report of the Accessibility Co-ordinator dated 2015 09 14 concerning Reallocation of Accessibility Reserve Funds for Visual Fire Alarms at the John Rhodes Community Centre be received and that the reallocation of up to \$10,500 for the installation of visual fire alarms at the John Rhodes Community Centre be approved.

Carried

6.23 Council Travel

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that Mayor C. Provenzano be authorized to travel to Toronto, Ontario for one day in October to attend a conference at an estimated cost to the City of \$300.

Carried

6.24 Correspondence – Councillor T. Sheehan

6.8 OCIF Funding Intake II – Bay Street

Moved by: Councillor J. Hupponen

Seconded by: Councillor L. Turco

Resolved that the report of the Director of Engineering dated 2015 09 14 regarding OCIF Funding Intake II – Bay Street be received as information.

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-10-15-Z – 9 Poplar Avenue – Postponement Request

The report of the Planner was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that the report of the Planner dated 2015 09 14 be received and that Council postpone application A-10-15-Z to November 23, 2015.

Carried

7.6.2 A-15-15-Z – 57 St. George's Avenue West

The report of the Planning Division was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that the report of the Planning Division dated 2015 09 14 concerning A-15-15-Z – 57 St. George's Avenue West be received and that Council approve application A-15-15-Z to rezone the subject property from "R.3" (Low Density Residential Zone) to "R3.S" (Low Density Residential Zone with a Special Exception) to permit a triplex and that the Legal Department be directed to prepare the necessary by-law to effect this approval.

Carried

7.6.3 A-16-15-Z.OP – 475 Trunk Road

The report of the Planner was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that the report of the Planner dated 2015 09 14 concerning A-16-15-Z.OP – 475 Trunk Road be received and that Council approve:

1. Official Plan Amendment by way of a notwithstanding clause to Commercial Policy C.4 to permit up to 100% office space occupancy within the existing building;
2. Rezoning the subject property from General Commercial Zone (C4) to General Commercial Zone (C4.S) with a special exception to permit the entire Gross Floor Area of the existing building to be occupied by office uses in addition to the uses permitted in the General Commercial Zone (C4);

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

Carried

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

7.8.1 PUC

7.8.1.1 Borrowing for Water Utility

The report of the President and CEO, PUC Services Inc. was received by Council.
The relevant By-law 2015-162 is listed under item 11 of the Minutes.

7.8.1.2 Ontario Works Value-Added Recycling Program

The report of the President and CEO, PUC Services Inc. was received by Council.

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

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

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

Carried

Moved by: Councillor J. Hupponen

Seconded by: Councillor L. Turco

Resolved that Council hereby approves donation of all scrap streetlights generated from the installation of new LED lights to the proposed Social Services Department value added recycling program.

Carried

7.8.1.3 Second Quarter Shareholders Report

The report of the Board of Directors Chair, PUC Inc. and PUC Services Inc. was received by Council.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that the report of the Board of Directors Chair, PUC Inc. and PUC Services Inc. dated 2015 08 31 concerning 2015 Second Quarter Report be received as information.

Carried

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

8.1 Michigan Soo Locks

Moved by: Councillor M. Shoemaker

Seconded by: Councillor P. Christian

WHEREAS on July 29, 2015 the 73-year-old MacArthur Lock at the Michigan Soo Locks was shut down due to emergency repairs being required; and

WHEREAS repairs were initially scheduled to take 10 days but due to the nature of the repairs required, ended up taking 20 days; and

WHEREAS the 20-day shutdown of the MacArthur lock caused the lock to be unused for over 450 hours and delayed 103 ships, negatively affecting both the Canadian and American economy; and

WHEREAS since 2009 there have been approximately 3,000 hours of unscheduled closures at the Michigan Soo Locks; and

WHEREAS the Michigan Soo Locks are vital to Essar Steel Algoma, the proposed Port of Algoma, Tenaris Algoma Tubes, and other industrial, forestry and aggregate operations in Sault Ste. Marie and in the Algoma District, and are critical to the economies of the twin Saults, Ontario, Michigan, Canada and the United States; and

WHEREAS future shutdowns at the Michigan Soo Locks could cause devastating harm to Sault Ontario's economy; and

WHEREAS a new lock at the Michigan Soo Locks has been approved but unfunded by the United States for 29 years;

Now Therefore Be It Resolved that the Council of the City of Sault Ste. Marie, Ontario expresses its unreserved and full support for the renewed efforts of the United States Army Corps of Engineers, United States Senators from Michigan, Members of the United States House of Representatives from Michigan, and the Governor of Michigan in trying to move forward the proposal for a new lock at the Michigan Soo Locks.

Carried

8.2 Immigration Committee

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Whereas Sault Ste. Marie currently has a population of approximately 75,000 people; and

Whereas Sault Ste. Marie once held a population of over 80,000 people; and

Whereas Sault Ste. Marie currently suffers from challenging demographics wherein our current death rate exceeds our birth rate; and

Whereas it is important for Sault Ste. Marie to look at ways to increase migration and, moreso, immigration and develop an action plan with respect to attracting migrants/immigrants and retaining migrants/immigrants in Sault Ste. Marie;

Now Therefore Be It Resolved that a committee of Council be struck to consider this issue to consist of: Councillor R. Romano; Councillor S. Butland; the Co-ordinator of the Local Immigration Plan; the City Clerk; the Commissioner of Social Services; a representative of the

Planning Division; the Executive Director of Business Sault Ste. Marie; a representative of the Chamber of Commerce (Jason Naccarato); the Executive Director of the Sault Ste. Marie Innovation Centre; a representative of Essar Port of Algoma (Anshumali Dwivedi); the President of Algoma University; the President of Sault College; and a representative of the Sault Ste. Marie Career Centre (Carol Rains).

Carried

8.3 Notice of Motion – Review of Retired Employee Death Benefit

Moved by: Mayor C. Provenzano

WHEREAS Human Resources Policy and Procedure Number 4-14 prescribes that a death benefit of \$2,000 be paid to the widow, widower, or estate of a pensioned retiree of the Corporation upon their death; and

WHEREAS this policy was enacted approximately 30 years ago; and

WHEREAS in the intervening time, provisions for retirees and pensioners in Canada have generally been strengthened through the extension of survivorship benefits and the introduction of tax policies such as income-splitting and pension-splitting; and

WHEREAS both the OMERS and Canada Pension Plans contain survivorship provisions and there is a death benefit that is payable through the Canada Pension Plan; and

WHEREAS Council understands the importance of periodically reviewing the City's discretionary spending

Now Therefore Be It Resolved that Council request staff to review and report on the administration of the Retired Employee Death Benefit and for said report to include the following information:

- The amount of money disbursed by the Corporation in death benefit payments for the 2015 year to date;
- The amounts of money disbursed in death benefit payments for the 2013 and 2014 municipal fiscal years;
- An overview of how common it is for municipal governments in Ontario to issue such death benefit payments upon the death of retirees;
- An analysis as to the appropriateness of continuing to pay the death benefit given the present-day financial tools, tax policies and resources available to retirees and their families.

8.4 Notice of Motion – Decrease of Sewer Surcharge

Moved by: Mayor C. Provenzano

WHEREAS the present sewer surcharge that is added to the utility bill of PUC customers has been set at 100 per cent of the water usage rate since 2002; and

WHEREAS the financing of the east end water treatment facility has now been completed and the funds that have accumulated from the sewer surcharge are in the approximate amount of \$29,000,000.00 as of January 1, 2015; and

WHEREAS Council is mindful that many local residents and businesses are having difficulty making ends meet due to uncertain economic conditions and rising costs of living; and
WHEREAS the sewer surcharge is the only component of the PUC bill that can be directly influenced by the City of Sault Ste. Marie and City staff has been analyzing the surcharge relative to sewer infrastructure demand; and

Now Therefore Be It Resolved that Council direct the Commissioner of Finance and Treasurer to undertake an analysis of the sewer surcharge with the specific intention of reducing the sewer surcharge and report back as to Council with options outlining proposed reduction(s) of the surcharge, the consequences of said reduction(s), and what steps are necessary to decrease the sewer surcharge as of January 2016.

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

10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

11. CONSIDERATION AND PASSING OF BY- LAWS

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that all By-laws under item 11 of the Agenda under date 2015 09 14 be approved, save and except by-laws 2015-154 and 2015-164.

Carried

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

11.1.1 By-law 2015-134 (Agreement) POA Inter-municipal Agreement

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

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.

Carried

11.1.2 By-law 2015-151 (Smoking) Amendments to Smoking By-law

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2015-151 being a by-law to amend By-law 2003-7 (A by-law to regulate

smoking in public places and City buildings in the City of Sault Ste. Marie) be passed in open Council this 14th day of September, 2015.

Carried

11.1.3 By-law 2015-152 (Agreement) Mausoleum Phase XIV

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2015-152 being a by-law to authorize execution of a contract between the City and Gough Masonry Ltd. for the Municipal Mausoleum Phase XIV project be passed in open Council this 14th day of September, 2015.

Carried

11.1.4 By-law 2015-153 (Traffic) Amend Schedule "A"

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2015-153 being a by-law to amend Schedule "A" of Traffic By-law 77-200 be passed in open Council this 14th day of September, 2015.

Carried

11.1.6 By-law 2015-155 (Agreement) Minister of Environment and Climate Change

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2015-155 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 the Environment and Climate Change for the City's Inflow and Infiltration Pilot Project be passed in open Council this 14th day of September, 2015.

Carried

11.1.7 By-law 2015-156 (Appointment) Chief Administrative Officer

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2015-156 being a by-law to appoint Albert Horsman as Chief Administrative Officer (CAO) and to repeal By-law 1996-22 and By-law 2015-71 be passed in open Council this 14th day of September, 2015.

Carried

11.1.8 By-law 2015-157 (Agreement) Pinchin Ltd.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2015-157 being a by-law to authorize the execution of an agreement between the City and Pinchin Ltd. for engineering fees for the wastewater facility designated substance surveys be passed in open Council this 14th day of September, 2015.

Carried

11.1.9 By-law 2015-158 (Agreement) Fort Creek Aqueduct

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2015-158 being a by-law to authorize the execution of the New Building Canada Fund – Small Communities Fund Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for the reconstruction of the Fort Creek Aqueduct on John and Wellington Streets from Queen Street to Carmen's Way be passed in open Council this 14th day of September, 2015.

Carried

11.1.10 By-law 2015-159 (Property Acquisition) 981 and 983 People's Road (Kerr)

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2015-159 being a by-law to authorize the City's purchase of property located at civic 981 and 983 People's Road (Kerr) be passed in open Council this 14th day of September, 2015.

Carried

11.1.11 By-law 2015-160 (Agreement) Cole Engineering Group Ltd.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2015-160 being a by-law to authorize the execution of an agreement between the City and Cole Engineering Group Ltd. for consulting services with respect to the City's Inflow and Infiltration Pilot Project be passed in open Council this 14th day of September, 2015.

Carried

11.1.12 By-law 2015-161 (Parking) Appoint Municipal Law Enforcement Officers

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2015-161 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 14th day of September, 2015.

Carried

11.1.13 By-law 2015-162 (PUC)

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2015-162 being a by-law to authorize the Public Utilities Commission of the City of Sault Ste. Marie to borrow approximately eight million dollars (\$8,000,000) from the Royal Bank of Canada be passed in open Council this 14th day of September, 2015.

Carried

11.1.14 By-law 2015-163 (Regulations) Cemeteries

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2015-163 being a by-law to amend By-law 2012-129 being a by-law to provide regulations for the operation of all municipal crematoriums, mausoleums, and cemeteries owned by the City of Sault Ste. Marie be passed in open Council this 14th day of September, 2015.

Carried

11.1.5 By-law 2015-154 (Agreement) HSCDSB

Councillor R. Niro declared a conflict on this item. (Spouse is an employee of the Huron-Superior Catholic District School Board.)

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

Councillor M. Shoemaker declared a conflict on this item. (The Huron-Superior Catholic District School Board is a client of law firm.)

Moved by: Councillor J. Hupponen

Seconded by: Councillor S. Myers

Resolved that By-law 2015-154 being a by-law to authorize the execution of an agreement between the City and the Huron Superior Catholic District School Board for the use and

development of City property to access the new St. Mary's College from Old Garden River Road be passed in open Council this 14th day of September, 2015.

Carried

11.1.15 By-law 2015-164 (Fire Route) Amend By-law 2013-105

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

Councillor M. Shoemaker declared a conflict on this item. (The Huron-Superior Catholic District School Board is a client of law firm.)

Moved by: Councillor J. Hupponen

Seconded by: Councillor S. Myers

Resolved that By-law 2015-164 being a by-law to amend Fire Routes By-law 2013-105 be passed in open Council this 14th day of September, 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

14. ADJOURNMENT

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



Safe Communities Partnership Sault Ste. Marie – Overview

Since 1999, Safe Communities Partnership has pursued the vision of making Sault Ste. Marie the safest place in the world to live, learn, work and play by creating a community culture of safety and injury prevention. As designated by city council in November 2002, it is the umbrella organization for all injury prevention initiatives in the community, partnering with local agencies and facilitating expert subcommittees to achieve its objectives. Safe Communities Partnership delivers Parachute Canada's safety and injury prevention mandate, enabling the City of Sault Ste. Marie to be classified as one of 65 designated "Safe Communities" across the country.

Our organization forwards safety and injury prevention initiatives and educational programs, conducts environmental scans to identify priority areas for vulnerable groups, and harnesses human capital from the community and industrial safety sectors to deliver collaborative solutions.

Sub-Committees and Partnerships

Safe Communities Partnership works to achieve its objectives by partnering with a variety of agencies and emergency service providers in Sault Ste. Marie, and by facilitating sub-committees that focus on program delivery. The members of our sub-committees provide subject matter expertise on a range of topics and specialized demographic considerations. These strategic partnerships ensure that the initiatives and programs that we promote are informative, proactive and practical. Our organization concentrates on reaching high-risk groups including children, youth, seniors and athletes.

Programs and Initiatives

Safe Communities Partnership delivers educational programs and forwards initiatives to develop a community culture of safety and injury prevention. Our programs are tailored to the needs of vulnerable populations, and focus on communicating messages based on contemporary issues and challenges faced by citizens of Sault Ste. Marie specifically. We utilize experts in our sub-committees to deliver the initiatives and programs, ensuring that the information being presented is relevant and applicable to our target audiences. The programs and initiatives that we implement encourage proactive and achievable safety strategies for community members, resulting in a greater impact.



Sub-Committees

Algoma Council on Domestic Violence
Sault Ste. Marie Rising Stars
Slips, Trips and Falls Committee
Senior's Rights Protection Council
Safe Grad
Concussion Community Education Committee
Risk Watch
P.A.R.T.Y. Program
Pace Car
Operation All Dresses Up
Brain Day

2014 – 2015 Programs and Initiatives

Kidz Summer Safety Festival
Halloween Gift Package Initiative
Sault Rising Stars – Student Respect and Bullying Performance
National Teen Driver Safety Week
SooToday.com Informative News Articles
Human Trafficking Workshop
Senior Consumer Protection Workshop
Standardized Safety Orientation
Seniors in the Know Event
Senior Engagement Conference
Brain Day in Schools
Operation All Dress-up
Senior Wellness Fair
Get your money
Booster Seat Campaign
Safe Communities Day
Take Back the Night
Soo Greyhound Game – Concussion
Texting and Driving Campaign
Volunteer Fair
Risk Watch

Pan Pacific Safe Communities Network (PPSCN)

The PPSCN is an international network of municipalities from New Zealand, Australia, United States of America, and Canada that have received formal designation as a "Safe Community." There are 122 designated Safe Communities across the PPSCN with 40 additional communities currently in the process of applying for designation. In terms of objectives and operations, the PPSCN:

- Facilitates collaboration and knowledge sharing between international municipalities
- Identifies ways to strengthen its member communities' uptake of best practices in injury prevention and safety promotion
- Cooperates with global health-related bodies, including the World Health Organization, to develop policies and implement injury prevention solutions for all demographics



Parachute Canada – National Designating Body

Parachute is a national charitable organization dedicated to preventing injuries and saving lives. It is the Canadian body that represents the PPSCN, and implements the mandate and vision of PPSCN through its internal policies and strategies. Parachute achieves its goals through injury prevention solutions, knowledge mobilization, public policy, and social awareness efforts, which are designed to keep Canadians safe.

Through a formal application process, Parachute designates Canadian municipalities as “Safe Communities” at no cost, affirming the municipalities’ aspiration and strategic plan to create a safer life for all of its citizens. Currently, Safe Communities Partnership is applying for re-designation on behalf of the City of Sault Ste. Marie to maintain the municipality’s national designation as a “Safe Community.” Safe Communities Partnership conducts the formal requirements necessary to achieve the city’s designation which include:

- Demonstrating considerable commitment to promoting injury prevention and safety promotion locally through programs and initiatives
- Maintaining a leadership table composed of representatives from local government, public health, emergency services, educational institutions, local businesses and health and safety organizations
- Completing a formal Priority Setting Exercise and community scan to inform programming decisions

Sault Ste. Marie – Advantages of Designation

The City of Sault Ste. Marie garners several advantages from maintaining the “Safe Community” designation and utilizing Safe Communities Partnership to fulfill Parachute’s community-based mandate. These include but are not limited to:

- Recognition as a proactive safe community, encouraging population recruitment and retention
- Networking opportunities with communities across the globe to exchange ideas and form ongoing relationships
- Acquiring and implementing unique strategies to improve community safety and injury prevention for vulnerable populations
- Formal research and identification of community priorities, ensuring appropriate, objective solutions are being implemented
- Effective facilitation of expert sub-committees, decreasing incidences of program repetition and funding applications
- Volunteer opportunities for community members, strengthening the community’s cohesiveness
- Eliminating incidences of preventable injuries, reducing the strain on the local health care system



COUNCIL REPORT

September 28, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for Refuse Collection – Multi-Residential Contract (2015WA21T)

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received to provide Multi-Residential Refuse Collection for a period of five (5) years commencing January 1, 2016.

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 August 13, 2015 with Deputy City Clerk, Rachel Tyczinski, present.

ANALYSIS

The tenders received have been thoroughly evaluated and reviewed and the low tendered price, meeting specifications, has been indicated on the attached summary. The pricing tendered is subject to adjustment on an annual basis in accordance with the terms of the Tender as issued.

IMPACT

The low tendered price represents a decrease of approximately 5.6% from the City's existing contract. Funding for this service is provided within the Refuse Collection account.

STRATEGIC PLAN

Refuse Collection is not an activity listed in the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2015 09 28 be received and the recommendation that the tender submitted by Municipal Waste & Recycling to provide Multi-Residential Refuse Collection as required by the City of Sault Ste. Marie, be approved. The Agreement will be for a five (5) year period commencing January 1, 2016, allowing for extension by mutual agreement. A By-law authorizing signature of the Agreement will appear on a future Council Agenda.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Tim Gowans', with a stylized flourish at the end.

Tim Gowans
Manager of Purchasing

TG:nt

FINANCE DEPARTMENT
PURCHASING DIVISION
BUDGET (FOR 2015) \$122,550.00

Received: August 13, 2015
File: 2015WA21T

SUMMARY OF TENDERS
REFUSE COLLECTION - MULTI-RESIDENTIAL CONTRACT

<u>Description</u>	<u>GFL Environmental Inc.</u> <u>Sault Ste Marie, ON</u>	<u>Municipal Waste & Recycling</u> <u>Blind River, ON</u>	<u>Waste Management of Canada Corp.</u> <u>Waterloo, ON</u>
<u>Present Number of Locations</u>	243		
<u>Monthly Tendered Cost per Location (for 2016)</u> (subject to adjustment on an annual basis)	\$41.31	\$39.00	\$81.00
<u>Annual Tendered Price (H.S.T. extra):</u>	<u>\$120,459.96</u>	<u>\$113,724.00</u>	<u>\$236,196.00</u>
Remarks:	Bid Deposit submitted. Equipment List submitted.	Bid Deposit submitted. Equipment List submitted.	Bid Deposit submitted. Equipment List submitted.

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

It is my recommendation that the low tendered price, submitted by Municipal Waste & Recycling, be accepted.

Tim Gowans
Manager of Purchasing



COUNCIL REPORT

September 28, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP for Digital Photocopiers – Various Departments
(2015XA04P)

PURPOSE

Attached hereto for your information and consideration is a report prepared on behalf of the Evaluation Committee concerning proposals received for the supply, support, and maintenance of Digital Photocopiers as required by various Departments of the City. These are full size floor models and replace equipment presently in use in eleven (11) locations. Additional machines may be required as needs are assessed which will be in addition to the eleven (11) machines identified in the RFP.

BACKGROUND

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on July 14, 2015.

ANALYSIS

Proposals from four (4) proponents were received prior to the closing date:

Algoma Office Equipment, Sault Ste. Marie, ON
Ricoh Canada Inc., Mississauga, ON
Superior Business Solutions, Sault Ste. Marie, ON
Superior Digital Solutions Inc., Sault Ste. Marie, ON

The proposals received have been evaluated by a committee comprised of staff from the Finance Department and the Clerk's Department.

An initial review of all proposals received resulted in a request for an onsite demonstration of machines from Algoma Office Equipment (Canon) and Ricoh Canada Inc. User experience and back end support was extensively evaluated in conjunction with the other factors as required in the RFP.

Subsequent to this evaluation and testing, the Evaluation Committee arrived at the consensus that the proponent scoring highest was Algoma Office Equipment for Canon photocopiers.

IMPACT

The costs associated with photocopiers are funded through the photocopying accounts of the various Departments. In the Civic Centre, the Clerk's Department is responsible for the costs associated with the machines and allocates them to the Departments on a metered usage basis.

Machines will be leased on a five (5) year basis including maintenance and support. A colour machine with a finisher will lease for \$74.53 per month, plus HST. Cost per copy including toner and maintenance will be \$0.068 plus HST for colour; and \$0.008 plus HST for black and white. The present lease cost for a similar machine is \$162.59 per month plus HST. Copy costs are \$0.12 plus HST for colour; and \$0.014 plus HST for black and white.

STRATEGIC PLAN

Supply of Digital Photocopiers is not an activity listed in the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2015 09 28 be received and the recommendation that the proposal submitted by Algoma Office Equipment to provide Digital Photocopiers as required by various City Departments, be approved. The Manager of Purchasing is authorized to sign individual Leases for these machines in accordance with the terms of the Proposal as submitted.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Tim Gowans', with a stylized flourish at the end.

Tim Gowans
Manager of Purchasing

TG:nt



COUNCIL REPORT

September 28, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jacob Bruzas, Manager of Audits and Capital Planning

DEPARTMENT: Finance Department

RE: RFP for External Audit Services (2015TA02P)

PURPOSE

Attached hereto for your information and consideration is a report prepared on behalf of the Evaluation Committee concerning proposals received for the provision of External Audit Services for the five (5) year period commencing with the 2015 year end audit.

BACKGROUND

The Request for Proposal was publicly advertised and RFP documents forwarded to all firms on our bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on August 14, 2015.

ANALYSIS

Proposals from two (2) proponents were received prior to the closing date.

BDO Canada LLP

KPMG LLP

The proposals received have been evaluated by a committee comprised of staff from the Finance Administration Division – Finance Department; the Accounting Division – Finance Department; and the Sault Ste. Marie District Social Services Administration Board.

It is the consensus of the evaluation committee that the proponent scoring the highest in the evaluation process was KPMG LLP. KPMG LLP is presently providing External Audit Services for the City of Sault Ste. Marie.

The City's Finance Committee passed the following resolution at its September 11, 2015 meeting supporting the recommendation of the Evaluation Committee.

Resolved that the Finance Committee supports the recommendation of the RFP Evaluation Committee which recommends that City Council approve the appointment of KPMG LLP, to provide External Audit Services for the City of Sault Ste. Marie for a five (5) year period commencing with the 2015 year end audit with the option for an additional two (2) years.

IMPACT

Fees of approximately \$120,910 plus H.S.T. will be billed in the first year for these services; with adjustments for each subsequent year. The City will be responsible for fees of approximately \$62,250 plus H.S.T. for the 2015 year end audit; with its Boards and Agencies responsible for the balance.

STRATEGIC PLAN

Provision of External Audit Services is not an activity listed in the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Audits and Capital Planning dated 2015 09 28 be received, and the recommendation that the proposal submitted by KPMG LLP to provide External Audit Services as required by the City of Sault Ste. Marie, be approved. The appointment as municipal auditor will be for a five (5) year period commencing with the 2015 year end audit; allowing for an additional two (2) year extension by mutual agreement. By-law 2015-168 appointing KPMG LLP as the municipal auditor, pursuant to Section 296 of the Municipal Act, 2001, appears elsewhere on this Council Agenda.

Respectfully submitted,



Jacob Bruzas, CPA, CA
Manager of Audits & Capital Planning

JB/



COUNCIL REPORT

September 28, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Liepa, Tax Collector

DEPARTMENT: Finance Department

RE: Property Tax Appeals

PURPOSE

Council approval is required pursuant to Section's 334, 354 and 357 of the Municipal Act.

BACKGROUND

Listing of applications received for adjustment of realty taxes pursuant to Section's 334, 354 and 357 of the Municipal Act.

ANALYSIS

The Municipal Property Assessment Corporation has recommended the amount of the assessment where required to be adjusted.

IMPACT

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

STRATEGIC PLAN

Not applicable

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the City Tax Collector dated 2015 09 28 concerning Property Tax Appeals be received and the recommendation that the tax records be amended pursuant to Section 334, 354 and 357 of the Municipal Act be approved.

Report to Council – Property Tax Appeals

2015 09 28

Page 2.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Peter A. Liepa'.

Peter A. Liepa
City Tax Collector

Recommended for approval

Shelley Schell
Commissioner of Finance & Treasurer

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

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

DATE: 2015/09/28
PAGE: 1 of 1

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	CANCELLATIONS		TOTAL
						TAXES	INTEREST	ADJUSTMENT
334 TAX APPEAL								
2014								
010-005-011	00031 Trunk Rd	Riocan Holding Inc	CT/ST	* See Below	14-033	CONFIRMED		

Certified Correct:

Peter A Liepa
Tax Collector

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

RECOMMENDATION TO STRIKE
UNCOLLECTABLE TAXES OFF THE ROLL
PURSUANT TO SECTION 354(4) OF THE
MUNICIPAL ACT R.S.O. 2001.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
REALTY TAXES

DATE: 2015 09 28
PAGE: 1 OF 1

ROLL NUMBER	PROPERTY ADDRESS	REASON	UNIT CLASS	TAX CLASS	CANCELLATION		INTEREST	TOTAL
					MUNICIPAL TAXES	EDUCATION TAXES		
020-031-042-05	00000 Grosvenor Ave	Property vested in favour of the City from tax sale	Residential Vacant Land	RT	418.75	57.19	119.07	595.01
060-040-314	37 Paradee Ave	Property vested in favour of the City from tax sale	Residential Vacant Land	RT	1,446.90	196.13	911.14	2,554.17
Report Total					1,865.65	253.32	1,030.21	3,149.18

Certified Correct:

Peter A.Liepa
City Tax Collector

APPLICATION TO COUNCIL TO CANCEL
OR REFUND PROPERTY TAXES PURSUANT TO SECTION 357
OF THE MUNICIPAL ACT, 2001

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

DATE: 2015 09 28
PAGE: 1 of 1

2014								
ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	TAXES	INTEREST	TOTAL
030-085-143	755 Fourth Line East	Clive Giles	RT	C	14-032	1,011.45		1,011.45
2015								
030-062-044	783 Great Northern Rd	Plumm Investments	CT	D	15-006	14,022.99		14,022.99
030-085-143	755 Fourth Line East	Clive Giles	RT	C	15-007	1,171.29		1,171.29
Certified Correct:						REPORT TOTAL	16,205.73	16,205.73

Peter A. Liepa
Tax Collector

- A. REALTY TAX CLASS CONVERSION
- B. BECAME EXEMPT AFTER RETURN OF ROLL
- C. RAZED BY FIRE AFTER RETURN OF ROLL

- D. DEMOLISHED AFTER RETURN OF ROLL
- E. OVERCHARGED BY REASON OF GROSS OR MANIFEST CLERICAL ERROR
- F. REAL PROPERTY THAT COULD NOT BE USED FOR A PERIOD OF AT LEAST 3 MONTHS DUE TO REPAIRS OR RENOVATIONS



COUNCIL REPORT

September 28, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Malcolm White, City Clerk

DEPARTMENT: City Clerk's Department

RE: Downtown Association – Interim Board of Directors

PURPOSE

The purpose of this report is to recommend the size, composition and membership of an interim board of directors for the Downtown Association.

BACKGROUND

As Council is aware the Downtown Association Business Improvement Area (DTA) was recently the subject of an unsuccessful request for repeal process. The DTA, which would have usually elected a new board of directors at their annual meeting this past spring, delayed the election until the request for repeal process had run its course.

In addition, staff from the DTA and the Clerk's Department have been reviewing issues relating to governance since December of 2014 and have identified several items needing the attention of Council and the DTA Board. These issues were likewise set aside until the request for repeal process was complete.

The governance issues requiring attention at this time are the statutory requirements (Municipal Act, 2001) for Council to establish the number of directors forming the DTA Board and to formally appoint said directors.

ANALYSIS

As stated above, the Municipal Act, 2001 sets out that the municipality shall establish the number of directors on a board of a business improvement area. There is no minimum or maximum number prescribed, only that the composition of the board shall be one or more directors appointed directly by the municipality and the remaining directors be selected by a vote of the members of the business improvement area and appointed by the municipality.

These statutory requirements appear to have been added to the Municipal Act, 2001 as part of a large number of amendments made in 2007. Around the same time, the Council of the day approved a committee recommendation to reduce council representation on several boards and committees, including the DTA.

While the DTA, through an election process, will submit a slate of directors for appointment by Council later this fall, there is a need to appoint an interim board of directors to oversee the affairs of the DTA, including the election process, until a new board can be elected and submitted to Council for appointment.

After reviewing the size of similar boards across the province and considering the past activities of the DTA and issues raised during the request for repeal process, it is my recommendation that the composition of the DTA board be set at nine members, eight selected by the DTA membership and one appointed directly by Council. Given the number of current City activities focused on revitalizing the broader downtown area, I also recommend that the direct appointment be a current member of Council.

For the appointment of an interim board - there are six current board members (listed below) who are willing to serve on an interim basis.

For the two remaining citizen positions I am recommending that two persons associated with the movement to disband the DTA (request for repeal) be appointed. This process revealed a considerable level of discontent with the past activities of the DTA. The appointment of these individuals will allow for a full airing of viewpoints on the interim board. Joseph Bisceglia and Dominic Ruscio have indicated their willingness to be appointed to the interim board.

At the time of writing this report, Councillor Romano has indicated his interest in serving as the directly appointed member. Should another member of Council wish to be considered we can deal with the matter at the Council meeting, as per our current appointments policy.

IMPACT

The recommendations of this report do not have a significant budget or resource impact.

STRATEGIC PLAN

This item is not linked to a current activity in the corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the City Clerk dated 2015 09 28 concerning Downtown Association – Interim Board of Directors be received and that Council set the composition of the board of management of the Downtown Association to be nine members, which includes a member of Council appointed directly by the municipality and,

Further that the following persons, Councillor Ross Romano and citizens Steve Alexander, Joseph Bisceglia, Frank Gaccione, Heather Mendes, Dominic Ruscio, Paul Scornaienchi, Carrie Suriano and Grace Tridico be appointed to an interim board of management until such time as the DTA membership has elected a new slate of directors for the consideration of Council.

Respectfully submitted,

Recommended for approval

Malcolm White
City Clerk

Nuala Kenny
Interim Chief Administrative Officer



COUNCIL REPORT

September 28, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nicholas J. Apostle, Commissioner of Community Services

DEPARTMENT: Community Services Department

RE: Signing of Standard Agreement – Community Services Department

PURPOSE

The purpose of this report is to repeal the existing By-law that authorizes staff to sign the approved standard agreement for events at various City facilities operated by the Community Services Department, and replace it with a new By-law that reflects present circumstances.

BACKGROUND

The existing By-law (2010-105) authorizes the Manager of Community Centres and Marine Facilities or a designate to sign standard agreements between the City and users of City arenas. The By-law further authorizes the Manager to make minor variations to the agreement.

There have been organizational changes and job title changes since 2010. The Manager of Community Centres and Marine Facilities has gone through a title change to Manager of Community Centres. In addition, the Essar Centre has its own Manager.

The standard agreement (attached to the By-law which appears elsewhere in your agenda) used by the Community Centres Division has been reviewed relatively recently by the Legal Department to ensure the City is protected with respect to legal and insurance matters as well as operational matters.

ANALYSIS

In light of the current organizational and operational situations it is staff's recommendation that the By-law be changed to authorize the Commissioner of Community Services or designate, to sign the approved standard agreement between the City and users of City facilities, operated by the Community Services Department. And further, to authorize the Commissioner or designate to make minor variations to the agreement.

IMPACT

This section does not apply to this matter.

STRATEGIC PLAN

This section does not apply to this matter.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Commissioner of Community Services dated September 28, 2015, concerning repealing By-law 2010-105 and replacing it with a new By-law authorizing the Commissioner of Community Services, or designate, to sign the approved standard agreement between the City and users of City facilities operated by the Community Services Department, be received as information.

By-law 2015-165 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 fluid and cursive, with a large initial "N" and a stylized "A".

Nicholas J. Apostle, Commissioner,
Community Services Department



COUNCIL REPORT

September 28, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Nicholas J. Apostle, Commissioner of Community Services
DEPARTMENT: Community Services Department
RE: Sault Ste. Marie Walk of Fame

PURPOSE

This report is in response to the following Council resolution on August 10, 2015:
Resolved that appropriate staff be requested to report to Council as to potential options regarding relocation of the granite Walk of Fame maple leaves.

BACKGROUND

December 17, 2001 – attached are the minutes from Council meeting regarding the establishment of the Walk of Fame Committee.

September 09, 2009 – attached is the report to Council regarding the Walk of Fame Committee issues i.e. bylaw, initial nomination time frame, and budget.

June 13, 2011 – attached is a report to Council that identified housekeeping changes none of which impacted the budget.

January 2013 – attached is the consultant's report regarding alternate solutions for the Walk of Fame.

February 03, 2015 – attached is the report to Council outlining the cost of relocating the Walk of Fame to the Essar Centre exterior wall, and referring it to the 2014 Budget.

August 10, 2015 – attached is the report to Council regarding the Queen Street Streetscape Project. This report provides details on the project including the removal and storage of the existing inductee plaques.

ANALYSIS

The architects report outlined solutions for relocation of the Walk of Fame on to the exterior of the Essar Centre. Funding has not been approved to implement the recommended solution.

The Queen Street Streetscape Project began in front of the Essar Centre and has resulted in the existing inductee plaques being removed and stored by the Public Works and Transportation Department (PWT).

Two potential temporary solutions have been developed by staff from the Public Works and Transportation Sign Shop. First is a high quality vinyl floor graphic replica of the existing plaques (mock-up is attached). These could be applied, in chronological order, to the main concourse floor area at the north exit of the Essar Centre. The second temporary solution are a smaller (6" x 6") aluminum replicas (see attached) that would be mounted on a larger display board which could be hung in the north exit area of the Essar Centre.

Should Council wish to explore alternate permanent options for the relocation of the Walk of Fame then it is staff's recommendation that a consultant be hired, through a competitive process, and report back to Council.

IMPACT

The architect's solution is estimated to cost \$60,000, to replace the current inductee plaques. To date, funds have not been allocated for this project.

The production and installation costs for each of the temporary solutions are estimated to be \$2,000. Funds for either of the temporary solutions could be allocated from a combination of the existing annual Walk of Fame budget, the PWT budget, and the CSD budget.

STRATEGIC PLAN

The Corporate Strategic Plan does not specifically address this matter.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Commissioner of Community Services dated September 28, 2015, regarding the Sault Ste. Marie Walk of Fame, be received as information.

Respectfully submitted,



Nicholas J. Apostle, Commissioner, Community Services Department

Scoping Analysis

Alternate Solutions for the Sault Ste. Marie Walk of Fame

Prepared by:

epoh inc.
architects and consulting engineers



January 22, 2013

epoh

726 queen street sault ste. Marie, Ontario p6a 2a9 tel 705 949 5291 fax 705 949 5292

Overview

The city of Sault Ste Marie has commissioned a Project Scoping Analysis to assess the feasibility of implementing an alternate solution for the Sault Ste. Marie **“Walk of Fame”**. This report identifies alternate design solutions that are compatible with the architectural design of the Essar Centre, provides a scope of work, implementation strategy, and anticipated construction costs. The report is organized in the following sections:

- Needs Assessment
- Proposed Location for the New Display
- Proposed Alternate Solutions
- Estimate of Capital Costs
- Appendix

Needs Assessment

Background

The City of Sault Ste. Marie currently has a "Walk of Fame" exhibit that is currently located along Queen Street, at the front of the Essar Centre. This display involves a maple leaf design constructed in granite, complete with an engraved inscription. The granite leaf is set into a pre-cast concrete paver that is coloured to accentuate the leaf icon. As is the case with all "Walk of Fame's" this one too, is located at the ground level forming part of pedestrian walkways in a well-travelled pedestrian area. After many years of trial, it has been determined that the existing display can and should be improved upon for reasons of maintenance and visibility. The existing display is covered in snow much of the year and has sustained damage due to maintenance activities etc. The City has indicated that the "Walk of Fame" display should be relocated to a wall display, rather than a ground display, somewhere on the Essar Centre.



Program Needs

The stated desired needs for this project are to relocate the existing display, which consists of 36 units, and to allow for the introduction of new inductees, based on an annual event that adds approximately 2 to 4 per year. The projected number of inductees, as extrapolated from historical data is as follows:

2013:	Current Inductees:	36
2015:	Estimated Inductees:	44
2020:	Estimated Inductees:	64
2025:	Estimated Inductees:	84
2030:	Estimated Inductees:	104

The proposed location for the new display is described in the following section. This location accommodates approximately 66 wall mounted units. If the existing displays are to be relocated to the proposed location, then this strategy is suitable to accommodate your needs up to the year 2020. Beyond this projected date, a new strategy will need to be implemented. Alternatively, if the existing 36 units were to remain on the ground and only new inductees placed on the wall, than this alternate strategy is suitable to accommodate needs up to 2030. Beyond this projected date, a new strategy will need to be implemented.

Proposed Location for the New Display

The Essar Centre is seen as an iconic and important community facility. As such, the city of Sault Ste. Marie has acknowledged the desire to maintain the Walk of Fame display within the proximity of the existing building. The first step in the Planning Process was to identify potential sites for the new display. Given that the new displays are to be wall mounted, five potential sites were considered:

1. Essar Centre Queen Street Facade (North)
2. Essar Centre Bruce Street Facade (East)
3. Essar Centre parking lot Façade (West)
4. Essar Centre Bay Street Facade (South)
5. Essar Centre Interior Wall Display

The five sites were analysed based on a criteria involving; accessibility, visibility, maintainability, architectural congruence, and aesthetic impact. After careful evaluation the following are recommended as the proposed location for the new display:

1. Essar Centre Queen Street Facade (North)
 - a. Grey masonry band
 - b. Face of concrete stairs
2. Essar Centre Bruce Street Facade (East)
 - a. Grey masonry band (north entrance only)

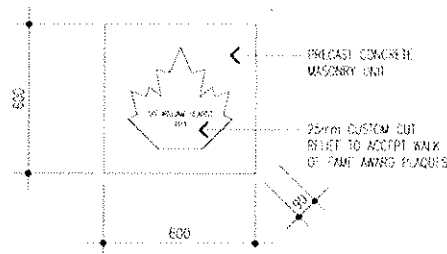
North elevation panorama – proposed location for new wall mounted “Walk of Fame” displays



The new displays will be placed along the grey masonry band at the Essar Centre façade. This band is approximately 24 inches high. The bottom is at 5 feet above finished grade, while the top is at 7 feet above finish grade. Given that the displays must be viewed from adjacent sidewalks at a pedestrian level, the display will begin on the Bruce Street north east corner and extend chronologically left to right, across the north façade of the Essar Centre. A total of approximately 66 units can be accommodated in this strategy.

Proposed Design Solutions for the new Displays

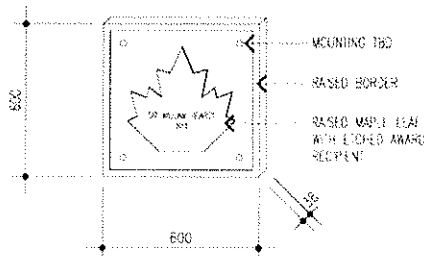
Three design options have been developed to give the City a variety of acceptable solutions for the project. All of them involve a 24 inch square module to be placed within the 24 inch masonry band located at the building façade. Whereas Option 1 replaces the grey masonry band, because it is installed within the masonry wall; the other two options are applied on top of the existing masonry band (stood off with hardware). Option One requires a construction project, while options Two and Three, can be manufactured off site and installed by the supplier with very little effort. On the other hand, Option One provides the most permanent, durable, and vandal proof solution of them all.



Option 1

Precast Concrete Masonry Unit

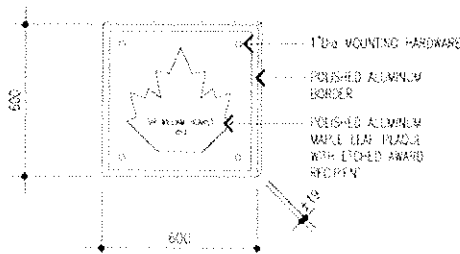
- Award displays will be modular masonry units custom-manufactured to accept custom-made maple leaf "Walk of Fame" award plaques.
- Existing masonry grey band must be removed to accommodate this
- Masonry units must be installed flush with existing wall assembly.
- Existing masonry wall must be structurally supported throughout construction.



Option 2

Etched Granite Plaque

- Award displays will be modular polished granite slabs custom-manufactured to "Walk of Fame" specs.
- Plaques will be installed 1" proud of the existing masonry wall to have no impact on the existing masonry wall assembly.
- Displays will be secured to base structure (behind masonry) with Mounting Hardware TBD

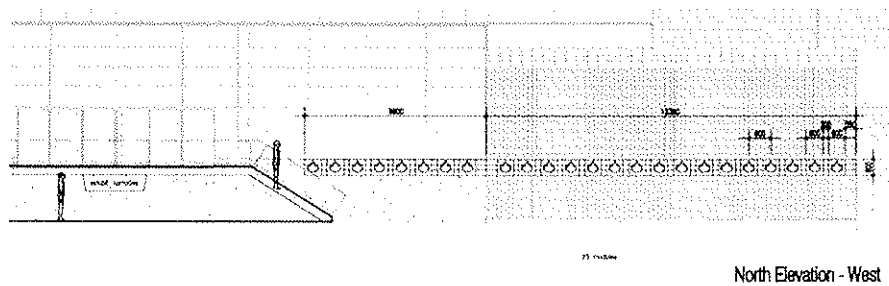
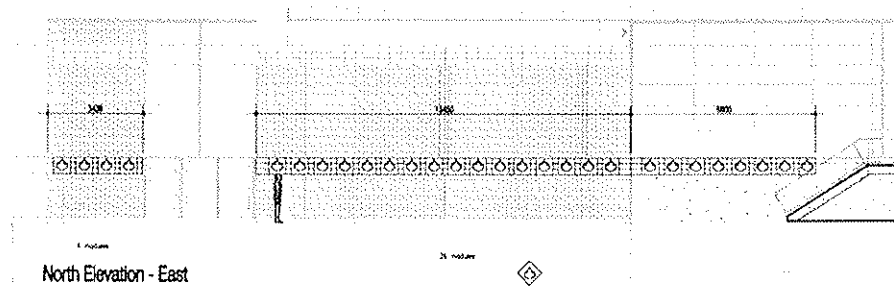
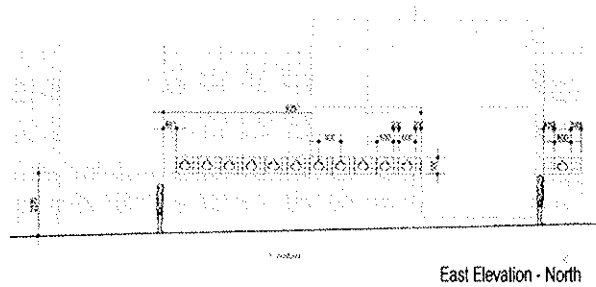


Option 3

Cast & Etched Aluminum Plaque

- Award displays will be modular custom-manufactured Cast Aluminum "Walk of Fame" plaques.
- Plaques will be installed 1" proud of the existing masonry wall to have no impact on the existing masonry wall assemblies.
- Displays can be secured to masonry wall (tbd) - Mounting Hardware by manufacturer Gemini Sign Letters

The following schematic drawings illustrate the 24 modular display (options 1,2 or 3) placed along Bruce and Queen Street facades of the Essar Centre .



Construction Cost Estimate

The Cost Estimate is intended to provide a realistic assessment of the total project costs associated with the proposed new "Walk of Fame" display. Costs were obtained by consulting with various manufacturers and suppliers capable of producing the design options identified in this report. A total project cost was developed that is inclusive of design, manufacturing, supply, installation, contingency, and construction where applicable. The estimates are exclusive of taxes. These estimates are expressed as an "order of magnitude" and are considered to be within 10% accuracy.

Total Construction Cost associated with each option (66 units):

OPTION 1: approximately \$175,000

(Precast Concrete Masonry – approx. \$2,735 per unit)

Notes: Costs assume construction of all 64 units to be implemented in one phase. Option 1 should not be phased over time - due to possible variations in product and increased mobilization, and escalation costs.

OPTION 2: approximately \$70,000

(Etched Granite Plaques – approx. \$1,095 per unit)

Notes: Costs assume construction of all 64 units to be implemented in one phase. Option 2 should not be phased over time - due to possible variations in product and increased mobilization, and escalation costs

OPTION 3: approximately \$100,000

(Cast Aluminum Plaques – approx. \$1,563 per unit)

Notes: Costs assume construction of all 64 units to be implemented in one phase. Option 3 can be phased over time. Should the City wish to implement only the current Inductees (36) the total cost would be approximately \$56,520.

More detailed Cost Estimates are attached herein for further reference.



Next Steps

Our recommendation following this study is that the city of Sault Ste. Marie engage each manufacturer to provide a full scale mock-up for each option, to be further evaluated on site before a final decision is made.

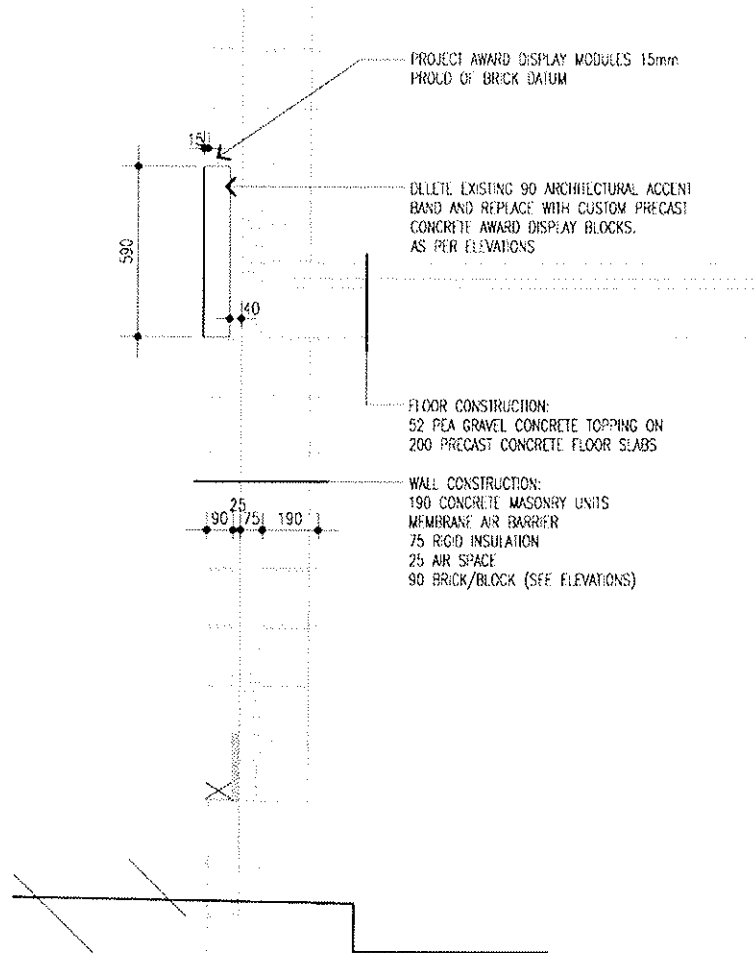


Appendix

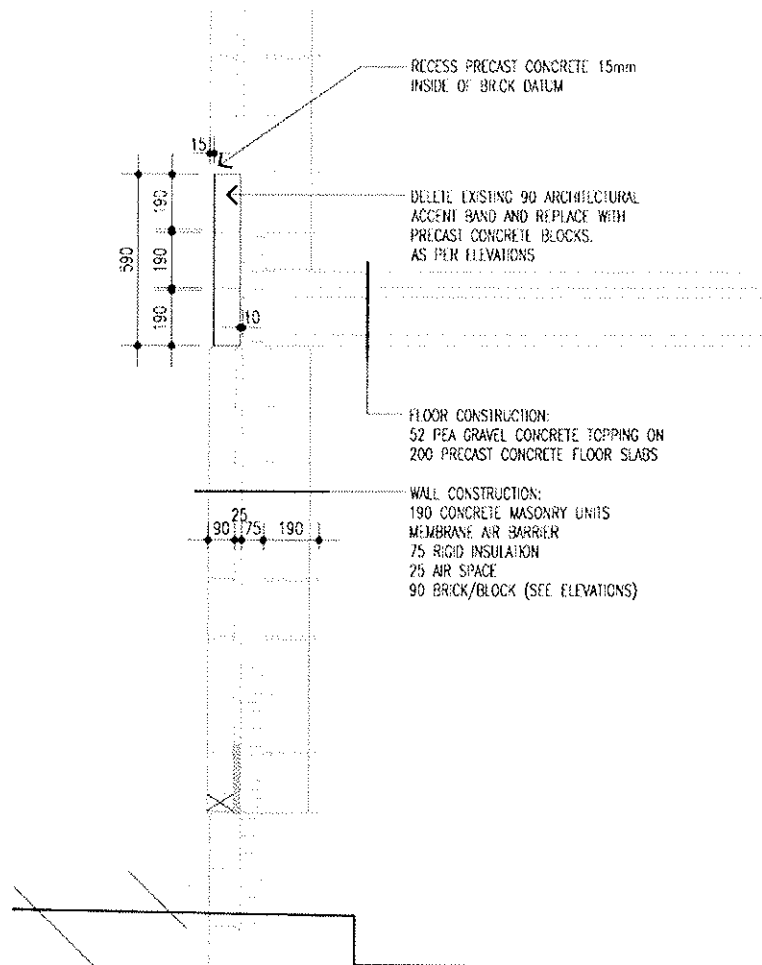
The following appendix material consists of:

- Additional Drawings
- Class C Construction Estimates

Wall Section Construction Details for Option 1:



Wall Section A – Precast Concrete Masonry Units



Wall Section B – Standard Masonry Infill

Project: Sault Ste. Marie Walk of Fame

22-Jan-14

1330

OPTION 1 - Precast Concrete Masonry Units

	Element	Quantity	Unit Rate	Element Subtotal	Amount Total
A	DEMOLITIONS				40,000
	Removals				
	Existing Masonry Wall (sq.ft.)	375	80	30,000	
	Temporary Shoring				
	Allowance (includes steel lintels)	1	10,000	10,000	
B	SUPPLY				61,600
	Precast Concrete Units				
	600x600x90 (Rainbow Concrete)	66	500	33,000	
	New Masonry (sq. ft.)	110	20	2,200	
	Granite Plaques				
	300x30x10 Inserts (Eternal Monuments)	66	400	26,400	
	Mounting Hardware				
	None			0	
C	INSTALLATION				45,800
	New Masonry Construction				
	New Masonry (sq. ft.)	375	100	37,500	
	Sealing Allowance	1	5,000	5,000	
	Plaque Installation				
	Secure Granite in Concrete Unit	66	50	3,300	
	NET CONSTRUCTION COST				147,400
D	GENERAL REQUIREMENTS & ALLOWANCES				26,090
	General Requirements & Fees				
	General Requirements (2%)			2,948	
	Contractor's Fee (8%)			11,792	
	Allowances				
	Design & Pricing Contingency 3.5%			5,675	
	Construction Contingency 3.5%			5,675	
	TOTAL CONSTRUCTION ESTIMATE				173,490

Notes: The above estimates are exclusive of HST and escalation beyond 2014

The above estimates do not account for premiums associated with partial implementation

Project: Sault Ste. Marie Walk of Fame

22-Jan-14
1330

OPTION 2 - Etched Granite Plaques

Element	Quantity	Unit Rate	Element Subtotal	Amount Total
A DEMOLITIONS				0
none			0	
B SUPPLY		80		46,200
Etched Granite Plaques				
Standalone Plaques (Eternal Monuments)	66	700	46,200	
Mounting Hardware				
Stand Off Brackets	66	included	0	
C INSTALLATION				19,800
		20.00		
New Masonry Construction				
none			0	
Plaque Installation				
Design and Mount Plaques to Existing Mason	66	300	19,800	
NET CONSTRUCTION COST				66,000
D GENERAL REQUIREMENTS & ALLOWANCES				4,620
		100.00		
General Requirements & Fees				
None			0	
Allowances				
Design & Pricing Contingency 3.5%			2,310	
Construction Contingency 3.5%			2,310	
TOTAL CONSTRUCTION ESTIMATE - INCLUDING ALLOWANCES				70,620

Notes: The above estimates are exclusive of HST and escalation beyond 2014

The above estimates do not account for premiums associated with partial implementation

Project: **Sault Ste. Marie Walk of Fame**

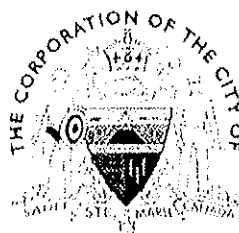
22-Jan-14
1330

OPTION 3 - Cast Aluminum Plaques

	Element	Quantity	Unit Rate	Element Subtotal	Amount Total
A	DEMOLITIONS				0
	none			0	
B	SUPPLY		80		69,300
	Precast Concrete Units				
	none			0	
	Polished Aluminum Plaques				
	Plaque Manufacture and Shipping (Gemini)	66	1,000	66,000	
	Mounting Hardware				
	Stand Off Mounting Hardware (Gemini)	66	50	3,300	
			20		
C	INSTALLATION				13,200
	New Masonry Construction				
	none			0	
	Plaque Installation				
	Mount Plaques to Existing Masonry Wall	66	200	13,200	
	NET CONSTRUCTION COST				82,500
			100.00		
D	GENERAL REQUIREMENTS & ALLOWANCES				14,603
	General Requirements & Fees				
	General Requirements (2%)			1,650	
	Contractor's Fee (8%)			6,600	
	Allowances				
	Design & Pricing Contingency 3.5%			3,176	
	Construction Contingency 3.5%			3,176	
	TOTAL CONSTRUCTION ESTIMATE - INCLUDING ALLOWANCES				97,103

Notes: The above estimates are exclusive of HST and escalation beyond 2014

The above estimates do not account for premiums associated with partial implementation



Sault Ste. Marie > City Hall > City Departments > City Clerk's Department > Walk of Fame > Past Walk of Fame Recipients

PAST WALK OF FAME RECIPIENTS

2013

Team Brad Jacobs: Brad Jacobs, Ryan Fry, E.J. Harden, Ryan Harden
Sir William Hearst (posthumously)

2012

Ross Mervyn
Walter Newman
Brian Vallee
Tony Van Den Bosch

2011

Trixie Hardy
Tanya Kim
LCol. Walter Wallace

2010

Eric Alessandrini
Dr. Peter Black
Douglas Bradford
Jo Forman

2009

Doreen Hume
Edie Kerr
Russ Ramsay
Master Corporal Scott Vernelli

2008

John Barker
Angelo Bumbacco
Joni Henson
Dr. David Walde.

2007

Phil Esposito and
Tony Esposito
Harry Graham
John Rhodes
Darren Zack

2006

Roberta Bondar
Francis H. Clergue
Ken Danby

Ron Francis
Gary and Joanie McGuffin
Ted Nolan
Kevin Scott
Morley Torgov
Treble Charger
Jessica Tuomela

"The Corporation of the City of Sault Ste. Marie will be a leader in the provision of efficient, affordable and quality services supporting a progressive and sustainable community."

The Corporation of the City of Sault Ste. Marie
P.O. box 580 ~ 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1
Telephone: (705) 759-2500 ~ Fax: (705) 759-2310
www.cityssm.on.ca

(Minutes) Dec 17, 2001

7. (c) Moved by Councillor J. Caicco
Seconded by Councillor D. Oraziotti
Whereas the recognition of individuals who have made significant contributions to Sault Ste. Marie builds community pride; and
Whereas such recognition also demonstrates community appreciation to those who have made outstanding achievements; and
Whereas developing a Sault Ste. Marie "Walk of Fame" will establish greater visibility and permanence in recognizing community members; and
Whereas a Walk of Fame will also assist in enhancing tourism in our community; and
Whereas the Downtown Association and the City Medal of Merit Committee have been consulted regarding the Walk of Fame concept;
Therefore be it resolved that City Council endorse a Sault Ste. Marie "Walk of Fame" to be developed in cooperation with Council, the Downtown Association and the City Medal of Merit Committee. It is the intent of Council that a star with the individuals name be imbedded along Queen Street. Further, that Councillor James Caicco chair the Walk of Fame Committee, which will consist of the previously mentioned partners, with specific details and costs to be returned to Council for final approval. CARRIED.

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

9. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

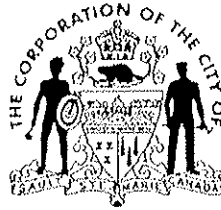
10. CONSIDERATION AND PASSING OF BY-LAWS

Moved by Councillor J. Caicco
Seconded by Councillor P. Vaudry
Resolved that all the by-laws listed under item 10 of the Agenda under date 2001 12 17 be approved. CARRIED.

- (a) Moved by Councillor J. Caicco
Seconded by Councillor P. Vaudry
Resolved that By-law 2001-217 being a by-law to authorize an agreement between the City and the Minister of Northern Development and Mines concerning the Ministry providing financial assistance for the City's Growth Mandate Initiative, be read three times and passed in Open Council this 17th day of December, 2001. CARRIED.

- (b) Moved by Councillor J. Caicco
Seconded by Councillor P. Vaudry
Resolved that By-law 2001-227 being a by-law to authorize the borrowing of \$10,000,000.00 to meet current expenditures until taxes are collected be read three times and passed in Open Council this 17th day of December, 2001. CARRIED.

6(8)(a).
Sept 9, 2002
Council Rept.



2002 09 09

Mayor John Rowswell
And Members of City Council
Civic Centre

RE: SAULT STE. MARIE WALK OF FAME

At its 2001 12 17 meeting, City Council approved the following resolution:

Moved By J. Caicco
Seconded By D. Oraziotti

Whereas the recognition of individuals who have made significant contributions to Sault Ste. Marie builds community pride; and
Whereas such recognition also demonstrates community appreciation to those who have made outstanding achievements; and
Whereas developing a Sault Ste. Marie "Walk of Fame" will establish greater visibility and permanence in recognizing community members; and
Whereas a Walk of Fame will also assist in enhancing tourism in our community; and
Whereas the Downtown Association and the City Medal of Merit Committee have been consulted regarding the Walk of Fame concept;
Therefore be it resolved that City Council endorse a Sault Ste. Marie "Walk of Fame" to be developed in cooperation with Council, the Downtown Association and the City Medal of Merit Committee. It is the intent of Council that a star with the individuals name be imbedded along Queen Street. Further, that Councillor James Caicco chair the Walk of Fame Committee, which will consist of the previously mentioned partners, with specific details and costs to be returned to Council for final approval. CARRIED

A Walk of Fame Committee with representation from Council (Councillors Caicco, DelBianco, Oraziotti and Mayor Rowswell); Downtown Association (Kim Zettler, George Johnstone, and Fiona McGowan); Medal of Merit Committee (Mayor Rowswell and Carmela Novello); and City staff (Donna Irving and Reg Avery) has met on numerous occasions.

The Committee has the following recommendations for Council's consideration:

1. That by-law 2002-193 – "a by-law to establish a Walk of Fame Program for the purpose of providing awards/recognition for persons in the form of "stars" embedded in the sidewalk within the downtown area" be approved.

~~(b)(8)(a)~~
Sept 9, 2002
Council Rept

Page 2

2. That the Walk of Fame Program commence in the summer of 2003 with initial nominations to be received by April 1st, 2003, in accordance with Section 3 – General Provisions of by-law 2002-193.
3. That an initial budget of \$4,500.00 be approved in the 2003 municipal budget and \$2,000.00 each year thereafter for the Walk of Fame Program. The Downtown Association has made a priority for their budget for this Program as well in the amount of \$1,000.00 in the initial year and \$500.00 annually thereafter.

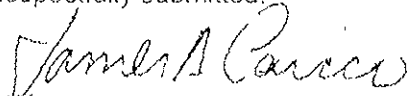
The Downtown Association will provide administrative services for the Program.

Total anticipated annual costs include administration costs; advertising for nominations; preparation, installation and maintenance of the stars; a sidewalk ceremony/reception to introduce the new stars.

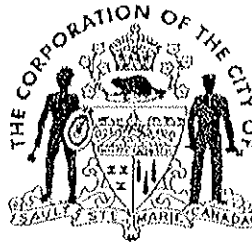
A letter of support from Mayor Rowsell on behalf of the Medal of Merit Committee is attached. Also attached is a memo from the Commissioner of Public Works and Transportation concerning the proposed material and maintenance of the stars on Queen Street. A sample of the star design will be available at the Council Meeting.

The above report and by-law 2002-193 (on the by-law portion of the Agenda) is recommended for the approval of Council. Kim Zettler, Manager, Downtown Association and I will be pleased to answer any questions and provide further detail at the Council meeting.

Respectfully submitted,


JAMES CAICCO, CHAIR
WALK OF FAME COMMITTEE
Att.

Rachel Tyczinski
Deputy City Clerk &
Manager of Quality
Improvement



5(e)
June 13, 2011
City Clerk's
Department Council Rep

2011 06 13

Mayor Debbie Amaroso and
Members of City Council

RE: WALK OF FAME COMMITTEE

PURPOSE

The purpose of this report is to recommend housekeeping changes to By-law 2002-193, the by-law establishing the Walk of Fame Committee and to request the appointment of an additional member of City Council to the Committee.

BACKGROUND & ANALYSIS

The Walk of Fame Committee was established by by-law in September 2002 and provided for composition of the committee as follows:

- Mayor (ex officio)
- Two members of City Council
- Two members of the Downtown Association
- Two citizens at large
- One Chamber of Commerce representative

Councillor Brian Watkins was appointed to the Walk of Fame Committee in January 2011. Appointment of an additional member of Council is required.

The Walk of Fame Committee has requested that an additional member of the Downtown Association be added to the Committee.

By-law 2002-193 set the term of the Committee at three years to coincide with the term of Council at that time. It is recommended that the term of committee members be amended to two years.

In the interest of fairness and transparency, the Committee has also requested that a clause be added to the by-law prohibiting nominations by Committee members.

IMPACT

The recommended changes have no budget impact.

By-law
2011-11
permitted
3
Council
member
1
not on
at 10:00

Report to Council — Walk of Fame Committee
2011 06 13
Page 2.

5(e):
June 13, 2011
Council Report

The appropriate by-law appears elsewhere on the agenda and is recommended for approval.

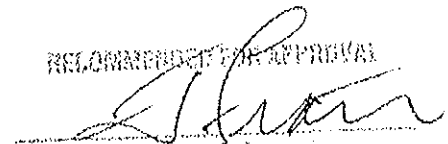
Respectfully submitted,

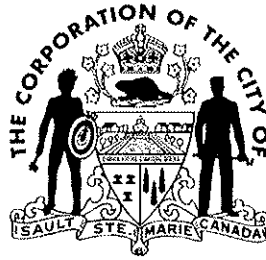

Rachel Tyczinski
Deputy City Clerk &
Manager of Quality Improvement

Recommended for approval,


Malcolm White
City Clerk

RECOMMENDED FOR APPROVAL


Joseph M. Frasco
Chief Administrative Officer



Feb 3/14
Council
Rept

COUNCIL REPORT

February 3, 2014

TO: Mayor Debbie Amaroso and Members of City Council

AUTHOR: Nicholas J. Apostle, Commissioner of Community Services

DEPARTMENT: Community Services Department

RE: Walk of Fame

PURPOSE

This report is in response to the May 27, 2013 Council resolution:

“Whereas the Walk of Fame program was established in 2002 to provide recognition of citizens or former citizens who have demonstrated outstanding achievements; and Whereas recognition is provided in the form of granite maple leaves embedded in the sidewalk in the downtown area adjacent to Essar Centre; and Whereas the existing granite maple leaves have been adversely impacted by weather and other conditions; Now Therefore Be It Resolved that appropriate staff be requested to review options to remediate the situation (including investigating relocation of the leaves) and report back to City Council with recommendations and associated costs.”

BACKGROUND

An interim report was provided to Council on November 4, 2013. The highlights of that report were:

- Separate meetings were held with the Commissioner of Public Works and Transportation and the architect for the Essar Centre, Mr. Franco Pastore of EPOH Inc.
- Currently the granite maple leaves that identify each inductee are embedded in the sidewalk. In order to remediate the adverse

*Feb 3/14
Council
Rept.*

impact of the weather and other conditions on the maple leaves, the recommendation is to identify each inductee on the exterior wall of the Essar Centre.

- Staff in conjunction with the EPOH Inc. would develop various options for the displaying of the Walk of Fame inductees on the Essar Centre exterior wall.

ANALYSIS

The existing displays are not able to be salvaged for installation onto the Essar Centre exterior wall.

The analysis by EPOH Inc. is attached. Three options are identified that utilize the same location on the Essar Centre exterior wall. It is noted in all of the options that, depending on the number of inductees each year, space will eventually run out and a new recognition strategy will need to be developed.

- Option 1 – Precast Concrete Masonry Unit – estimated cost for 66 units is \$175,000.
- Option 2 – Etched Granite Plaque – estimated cost for 66 units is \$70,000.
- Option 3 – Cast and Etched Aluminum Plaque – estimated cost for 66 units is \$100,000. However, unlike the other options, this approach allows for the plaques to be manufactured as needed resulting in an initial cost of \$56,520 to replace the 36 current inductees.

Option 1 and 2 should only be implemented in one phase (in their entirety) due to product variation and mobilization cost efficiency. Option 3 can be implemented in phases with the first phase involving only 36 plaques for current inductees whereas subsequent stages would be implemented annually to coincide with the number of inductees.

A fourth option would be to continue with the present way of honouring the inductees as originally approved by Council.

IMPACT

Funds have not been identified for this project. A Council resolution is required in order to have it included in this year's budget or to bring it forward to a future budget.

STRATEGIC PLAN

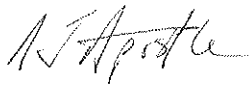
This matter is not specifically mentioned in the Corporate Strategic Plan.

Feb 3/14
Council
Rpt

RECOMMENDATION

That the February 3, 2014 report of the Commissioner of Community Services concerning the Walk of Fame be received as information and that Option 3 of the Consultant's report be approved by City Council, subject to approval as Supplementary Item in the 2014 Budget or a subsequent budget.

Respectfully submitted,

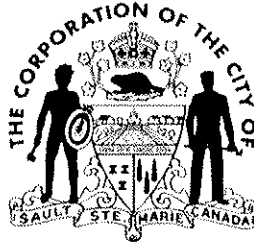


Nicholas J. Apostle
Commissioner of Community Services

attachment

council/2014/walk of fame feb3

cc: B. Freiburger, Commissioner of Finance



Aug 10/2015
Council
Rept

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.

Aug 10/15
Council Rpt

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.

Aug 10/15
Council kept

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)

Overall 12" x 12" Vinyl Floor Graphic





Overall Display 44"x 96", Individual Leaves 6"x 6"



COUNCIL REPORT

September 28, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Nicholas J. Apostle, Commissioner of Community Services
DEPARTMENT: Community Services Department
RE: Memorial Tower Renovations – Update

PURPOSE

The purpose of this report is to update Council on the results of the tender for the structural renovations to the Memorial Tower.

BACKGROUND

A structural inspection of the Essar Centre was undertaken in 2012 (arenas are required to be inspected every five years). At that time the consulting engineer also reviewed the Memorial Tower. The report recommended that repairs to components of the Tower be undertaken "...within the next couple years".

In 2013 Council authorized engaging a consultant to review the scope of the structural repairs/modifications required to the Memorial Tower, and to provide a cost estimate. Tulloch Engineering completed the inspection and provided a report which is attached. Staff has been following the report recommendations to ensure the structural integrity of the Memorial Tower.

The "short term repairs" identified in the consultant's report were completed in 2014.

As part of the 2015 budget, \$89,700 was allocated from the Capital from Current account for the construction and professional fees associated with the renovations that were next in priority.

Tenders were issued on August 4, 2015 and closed on August 25, 2015.

Two bids were received. Both were over the amount allocated for the project.

ANALYSIS

The lowest bid was \$89,235.10 plus HST. Professional fees were estimated at \$10,000. This puts the total project cost at \$99,235.10 which is approximately \$10,000 over budget.

The consultant has stated that this project can be postponed until 2016, but not beyond.

IMPACT

Funds for the project were allocated from the 2015 Capital from Current account. There are no reserve funds available for this project.

Finance Department and Community Services Department staff recommends that the project be postponed until 2016 and that the 2015 funds be carried forward to the 2016 budget and further that additional funds in the amount of \$20,000 be requested from the 2016 Capital from Current allocation. This amount would include a small contingency for unforeseen matters that may appear during the renovation project.

STRATEGIC PLAN

The Corporate Strategic Plan does not directly deal with this matter.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Commissioner of Community Services dated, September 28, 2015, concerning the Memorial Tower Renovations be received and that the recommendation to postpone the renovations until 2016 and have the funds carried forward to the 2016 budget and that additional funds be requested from the 2016 Capital from Current allocation in the amount of \$20,000, be approved.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'N. Apostle', written in a cursive style.

Nicholas J. Apostle, Commissioner,
Community Services Department

MEMORIAL TOWER PRELIMINARY REHABILITATION ASSESSMENT

1.7.2014



January 7, 2014
13-1119

Norm Fera
Manager, Community Centres Division
City of Sault Ste. Marie, Essar Centre
269 Queen Street East
Sault Ste. Marie, ON
P6A 1Y9

**Re: Memorial Tower
Preliminary Rehabilitation Assessment - REVISED
Essar Centre
Sault Ste. Marie, Ontario**

Dear Mr. Fera:

Please find enclosed a report outlining our Rehabilitation Assessment for the Memorial Tower at the Essar Centre, 269 Queen Street East, Sault Ste. Marie, ON.

The report includes a summary of our observations, as well as recommendations and preliminary budgets for areas that require rehabilitation. As requested, we have provided observations and recommendations regarding the interior of the Tower.

We trust you will find the information presented acceptable. If you should choose to proceed with any of our recommendations or if you should have any questions, please do not hesitate to contact the undersigned at your convenience.

Sincerely,

TULLOCH Engineering Inc.



Dan Moody, A.Sc.T.
Structural Designer

DM/dm

Distribution List

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2	1	City of Sault Ste. Marie
2	1	City of Sault Ste. Marie

Revision Log

Revision #	Revised By	Date	Issue / Revision Description
1	DJM	Dec.3/13	Revised to include interior of Tower
2	DJM	Jan.7/13	Issued for Final Report

Tulloch Signatures



Report Prepared By:

 Dan Moody, A.Sc.T.
 Structural Designer



Report Reviewed By:

 Alvin Olar, M.A.Sc., P. Eng.
 Structural Engineer



STATEMENT OF LIMITATIONS AND QUALIFICATIONS

The attached Report (the “Report”) has been prepared by Tulloch Engineering Inc. (“Consultant”) for the benefit of the client (“Client”) in accordance with the agreement between Consultant and Client, including the scope of work detailed therein (the “Agreement”).

The information, data, recommendations and conclusions contained in the Report (collectively, the “Information”):

- is subject to the scope, schedule, and other constraints and limitations in the Agreement and the qualifications contained in the Report (the “Limitations”);
- represents Consultant’s professional judgement in light of the Limitations and industry standards for the preparation of similar reports;
- may be based on information provided to Consultant which has not been independently verified;
- has not been updated since the date of issuance of the Report and its accuracy is limited to the time period and circumstances in which it was collected, processed, made or issued;
- must be read as a whole and sections thereof should not be read out of such context;
- was prepared for the specific purposes described in the Report and the Agreement; and
- in the case of subsurface, environmental or geotechnical conditions, may be based on limited testing and on the assumption that such conditions are uniform and not variable either geographically or over time.

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This Statement of Qualifications and Limitations is attached to and forms part of the Report and any use of the Report is subject to the terms hereof.

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1. BACKGROUND

The Memorial Tower was constructed as part of the Sault Memorial Gardens between 1946 and 1949. The Tower was constructed of reinforced concrete. The Tower rises 20.1 meters (66 feet) from ground level and is capped with a glassed-in lamp cupola. In 2006, as part of the demolition of the Memorial Gardens, the Memorial Tower was severed, and remedial work was conducted to permit the Tower to function as a free-standing structure.

Most recently, M.R. Wright & Associates Co. Ltd. conducted an inspection of the glass light enclosure in December, 2011. In that report, observations were made regarding deteriorating concrete in the upper platform parapet, cracked concrete at the base of the octagonal wall (near the door) and severe corrosion of steel members within the glass enclosure.

2. METHODOLOGY

Prior to commencing the on-site visual inspection of the upper section of the Memorial Tower, a review of the Memorial Tower Historical Binder took place. The “Memorial Tower of the Sault Memorial Gardens” has a historic designation under Part IV of the Ontario Heritage Act, and as such it was important to understand what specific aspects of the Memorial Tower were of historical importance. The binder was reviewed to gain some insight into the Memorial Tower’s construction, and design style.

TULLOCH’s scope of work was to review the existing structure, and to provide recommendations to rehabilitate portions of the Tower. Recommendations made in this report do not involve aesthetic or functional changes to the exterior of the Tower.

A visual and limited physical inspection of the Memorial Tower was conducted by Tulloch Engineering Inc. on October 22, 2013. Alvin Olar, P.Eng. and Dan Moody, A.Sc.T., of TULLOCH conducted the inspection, partially while in an aerial elevating device, and partially while inside the glass light enclosure of the Tower. A supplemental inspection of the interior of the Tower was conducted by Dan Moody, A.Sc.T., from ground level.

Visual observations of the condition of components were documented and photographed. Measurements were recorded to assist with the development of base drawings and to assist with quantity estimates for budgetary purposes.

In order to assess the condition of areas of concrete that exhibited signs of deterioration, a physical sounding of the concrete was performed.

3. OBSERVATIONS

Examination of the exterior surface of the Tower revealed that the structure was in generally good condition. Localized scaling and delamination of the exterior surface of the concrete was noted, with the highest concentrations being on the horizontal (or near horizontal) surfaces of the concrete walls and buttresses (see Photo No. 1– far right, in Appendix-A). In multiple locations it was observed that cementitious patching material had previously been installed. The patching material itself had become de-bonded with the concrete surface below.

The 203mm x 356mm (8"x14") concrete parapet wall/curb at roof level was observed to be severely deteriorated (see Photo's No. 2 & 3) with wide cracks being evident over the full perimeter. The steel guardrail was observed to be in generally fair condition, with minimal surface corrosion.

Inspection of the interior of the glass light enclosure revealed the steel frame to be moderately to severely corroded (see Photo No. 4).

The upper and lower glass panels were all intact, with several of the lower panels displaying cracks or evidence of previous repair. We observed moderate corrosion on the metal retaining strips and fasteners that hold the glass in place (see Photo No. 5).

The copper roof cladding is in poor condition. It appeared that the roof had previously been damaged, and was repaired with bailing wire in multiple locations (see Photo No. 6).

The wood access door and frame are weathered, with missing paint and corroded hardware. There is no weather stripping to seal the door (see Photo No. 5).

There is minor spalling of the concrete wall directly below the access door.

There are several locations where the glass blocks (on the vertical faces) are cracked, or having missing grout/sealant at the joints (see Photo No.7).

Two interior finish types were observed on the interior of the Tower. The floor of the Tower and the lower 4.6m (15 ft.) of wall appear to be Terrazzo (cast in place composite material). The walls and ceiling above the 4.6m level appear to be wood lath on concrete, with metal lath and a cementitious Stucco product (painted). The Terrazzo floor and lower wall are in good condition with only a few cracks present (see Photo No. 8). The upper Stucco finish is in poor to very poor condition. Paint is peeling off throughout the interior of the Tower, and large sections of stucco have fallen into the bird netting below (see Photo No. 9). The interior surface of the concrete substructure was unavailable for examination.

4. CONCLUSIONS

It is the opinion of TULLOCH that several of the key elements of the Memorial Tower, as identified in the report, are presently in a condition such that they are creating a hazard to the general public. Even a small piece of copper roofing, metal flashing, concrete or Stucco can be a serious safety concern when falling to the ground from a potential height of 20.1m (66 feet).

The Memorial Tower as a complete structure would appear to have significant lifespan left to it. As with any structure, certain components will require repair or replacement over time. Portions of this structure may be as much as 65 years old.

Short term repairs to items that present a hazard to the general public or to City staff should be completed within three (3) months. Repair and/or rehabilitation of the glass light enclosure, the exterior of the concrete structure and the interior finishes of the Tower should be completed as soon as possible (see implementation timeline in Section .5 Recommendations).

5. RECOMMENDATIONS

After careful review of all previous and current inspection reports, and in consideration of both the Historical and Cultural significance of the Memorial Tower, we have prepared a list of recommendations (below), including budget estimates and implementation timelines.

The budget prices given below are intended to provide an indicative estimate (within 20% +/-) of the costs that would be associated with the various recommendations for rehabilitation of the Memorial Tower and or Glass light enclosure. The values do not represent a thorough or complete construction estimate, they should be considered preliminary.

The cost estimates include all labour, materials and equipment necessary to perform the tasks as outlined. Due to this project being conducted at an elevated work area, there are significant costs associated with scaffolding, man lifts, cranes, and measures to protect the general public from falling objects during construction. These costs are included in the budget prices.

The following items should be addressed within three (3) months' time:

- secure all loose or damaged portions of the existing copper roof cladding.
- through a visual survey and sounding with a hammer, determine all areas where existing concrete or existing concrete patches are loose and in danger of falling. Remove all suspect concrete.
- provide a protection structure to permit safe access to electrical panels at base of tower interior.

These short term repairs would address areas of specific concern that are hazards to the general public and City staff. These repairs should be considered temporary until a more permanent solution could be implemented. We recommend that short term repairs remain in place for a maximum period of 5 years or as outlined below, while recommendations for long term maintenance/rehabilitation are implemented.

<i>Estimated Cost</i>	\$22,000 + HST
<i>Implementation Timeline</i>	Within 3 months

A1. In Place Rehabilitation/Repair of Existing Concrete Structure (top 2.0m+/- of the Tower)

- remove existing deteriorated or delaminated concrete from the top 2.0m+/- of the Memorial Tower to expose sound concrete. The majority of the deteriorated concrete seems to be in the upper most 1 to 2 meters of the main structure.
- Repair with structural repair mortar
- Paint the Tower exterior (top 2.0m+/-)

<i>Estimated Cost:</i>	\$35,000 + HST
<i>Implementation Timeline:</i>	1-2 years

A2. In Place Rehabilitation/Repair of Existing Concrete Structure (remainder of the Tower)

- remove existing deteriorated or delaminated concrete from the remainder of the Memorial Tower to expose sound concrete.
- Repair with structural repair mortar
- Paint the remainder of Tower exterior.

Estimated Cost: **\$65,000 + HST**

Implementation Timeline: **within 5 years**

B. In Place Removal/Replacement of Upper Parapet Wall and Handrail

- remove existing upper parapet wall concrete (from roof level up) for the full perimeter of the Tower. Form and pour new cast in place concrete parapet wall to match existing dimensions.
- replace existing steel, round tube handrail (or potentially rehabilitate existing depending on condition).

Estimated Cost: **\$35,000 + HST**

Implementation Timeline: **1-2 years**

C. Replace Existing Membrane Roof and Associated Flashings

- maintain existing roof membrane throughout construction to minimize water intrusions.
- Once new parapet wall and handrail were in place, install new membrane roof, metal scupper and associated flashing.

Estimated Cost: **\$15,000 + HST**

Implementation Timeline: **1-2 years**

D. Off Site Fabrication of New Glass Light Enclosure

- remove existing light structure
 - if possible, lower the structure to the ground in one piece to permit in shop duplication of dimensions.
- salvage components for historical preservation
- install temporary roof over light during construction
- fabricate new steel superstructure in shop (exterior dimensions to match existing)
- shop apply primer and paint (or fabricate from corrosion resistant material)
- install new copper roof (style and dimensions to match existing)
- install new structure with mobile crane
- fasten light structure to existing concrete
- install salvaged or new architectural glass panels
- install flashing/sealant as required for a weather tight installation

- replace existing access door and frame

Estimated Cost: **\$65,000 + HST**

Implementation Timeline: **1-2 years**

E. Repair/Replacement of Damaged Glass Blocks

- replace all cracked or damaged glass block
- clean interior and exterior surface of glass blocks and all joints
- apply new joint sealant to maintain weather tightness

Estimated Cost: **\$16,000 + HST**

Implementation Timeline: **within 5 years**

F. Removal of Interior Stucco Finishes

- remove existing bird netting
- protect existing Memorial at base of Tower
- protect existing Terrazzo floor and walls
- remove all existing stucco
- remove all wood and metal lath
- repair interior surface of concrete with structural repair mortar

Estimated Cost: **\$65,000 + HST**

Implementation Timeline: **within 5 years**

Note: Cost estimates for the removal of interior stucco finishes have been based on the assumption that no hazardous materials are present in the paint or stucco finishes. TULLOCH recommends that prior to commencing with the removal of any materials, a designated substance survey be conducted. A designated substance survey will determine if items such as asbestos, mould or lead are present in the building materials. Any or all designated substances have the potential to cause serious harm to workers. If designated substances were found to be present in the paint or stucco finishes, there may be requirements for the removal to be conducted by a licensed abatement contractor at an increased cost.

Budget / Implementation Schedule Summary

<u>Item</u>	<u>Implementation Time</u>	<u>Cost</u>
Short Term Repairs	3 months	\$22,000
Contingency (15%)		\$ 3,300
Engineering (10%)		<u>\$ 2,200</u>
		\$27,500
A1, B, C, D	1-2 years	\$150,000
Contingency (15%)		\$ 22,500
Engineering (10%)		<u>\$ 15,000</u>
		\$187,500
A2, E, F	Within 5 years	\$146,000
Contingency (15%)		\$ 21,900
Engineering (10%)		<u>\$ 14,600</u>
		\$182,500

All costs are exclusive of HST.

While the overall Tower structure was found to be in fair to good condition, there were areas of concern that if left unaddressed, could pose a hazard to the general public. Three (3) areas of particular concern are the copper roof cladding, the deteriorated concrete parapet & delaminated concrete/previously patched areas on the concrete buttresses. Portions of the copper roof cladding are damaged or loose, and are at risk of becoming detached in a strong wind. The concrete parapet and areas of previous patching would pose a serious hazard to

pedestrians or vehicles below should the concrete break loose and fall. The interior stucco finishes present a hazard to maintenance staff who are required to enter the base of the Tower. The current bird screening may be inadequate to protect maintenance staff if a large section of stucco were to break loose and fall.

As with any deterioration of building materials and components, the longer the delay in addressing them, the more extensive the repairs become, which ultimately increases repair costs.

Due to the elevated work area at which many of the repairs are located, a significant portion of the budgeted repair costs are associated with providing safe, secure access. Equipment such as man lifts and scaffolding will be required to complete many of the repair recommendations. Completing multiple repair recommendations concurrently or consecutively would result in certain cost efficiencies. These efficiencies would be in the form shared mobilization/demobilization costs associated with the scaffolding and man lifts as well as shared labour, tools and equipment, and related Engineering fees.

We recommend that each of the repair recommendations be completed with detailed engineering design drawings and specifications, including tendering, contract administration and materials testing services provided by a qualified Consulting Engineering Firm.

Refer to attached drawings A01 to A05 inclusive for illustration of preliminary rehabilitation recommendations.

6. HISTORICAL ACCURACY OF BUILDING MATERIALS

Due to the historical value and Heritage Status of the Memorial Tower, consideration should be given to maintaining or preserving its components wherever possible. Of the items identified in the recommendations, Recommendation D, involves what is perhaps one of the most significant and complex components of the Tower. The Glass Light Enclosure is an 8 sided steel frame structure with glass panels and a copper roof.

From ground level, the glass panels appear to be frosted. From the top of the tower, the pattern in the glass becomes visible. From ground level, the roof appears to be light green, although it is known to be copper that has oxidized over time to develop a light green patina.

The glass light enclosure is one component of the Tower that could be replaced using materials that would maintain the aesthetic integrity of the tower, while allowing for significant cost savings. The glass panels could be replaced with less costly frosted, tempered glass. The copper roof could be replaced with less costly green, prefinished steel roofing. From ground level, these substitute materials would appear essentially the same. They would function equally well as the authentic materials, and could be supplied and installed at a potential savings of \$30,000+/- . An additional item to note is that if the existing copper roof were to be replaced with a new copper roof, it would be a shiny copper colour. It would take many years to naturally develop the same light green patina of the present roof.

When specifying construction materials, consideration must be given to both cost effectiveness and longevity of the product. Specific components may often be available in a range of qualities, with price ranging according to quality. Utilizing a more inexpensive product may initially produce the desired aesthetic, but may cost more over the life of the structure, due to the frequency of repairs or replacement.

It is recommended that prior to proceeding with any repairs (other than Short Term Repairs) that drawings and specifications of the proposed work be submitted to the Sault Ste. Marie Municipal Heritage Committee for review and approval.

APPENDIX A PHOTOGRAPHS



Photo No.1 Deteriorated concrete parapet wall and horizontal surface of buttress



Photo No.2 Deteriorated/delaminated concrete parapet wall & metal railing



Photo No.3 **Deteriorated/delaminated concrete parapet wall and drainage scupper**



Photo No.4 **Corrosion of steel framing members**



Photo No.5 Existing glass panels and access door



Photo No.6 Repaired copper roof cladding



Photo No.7 **Missing sealant around glass blocks**



Photo No.8 **Full perimeter crack in Terrazzo wall finish**



Photo No.9 (Looking Up) flaking paint and missing sections of stucco material

MEMORIAL TOWER

PRELIMINARY REHABILITATION ASSESSMENT

ESSAR CENTRE
SAULT STE. MARIE, ONTARIO



OWNER:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
COMMUNITY SERVICES DIVISION
NORM FERA
269 QUEEN STREET EAST, ESSAR CENTRE
SAULT STE. MARIE, ON
P6A 1Y9
ph (705) 759-5259

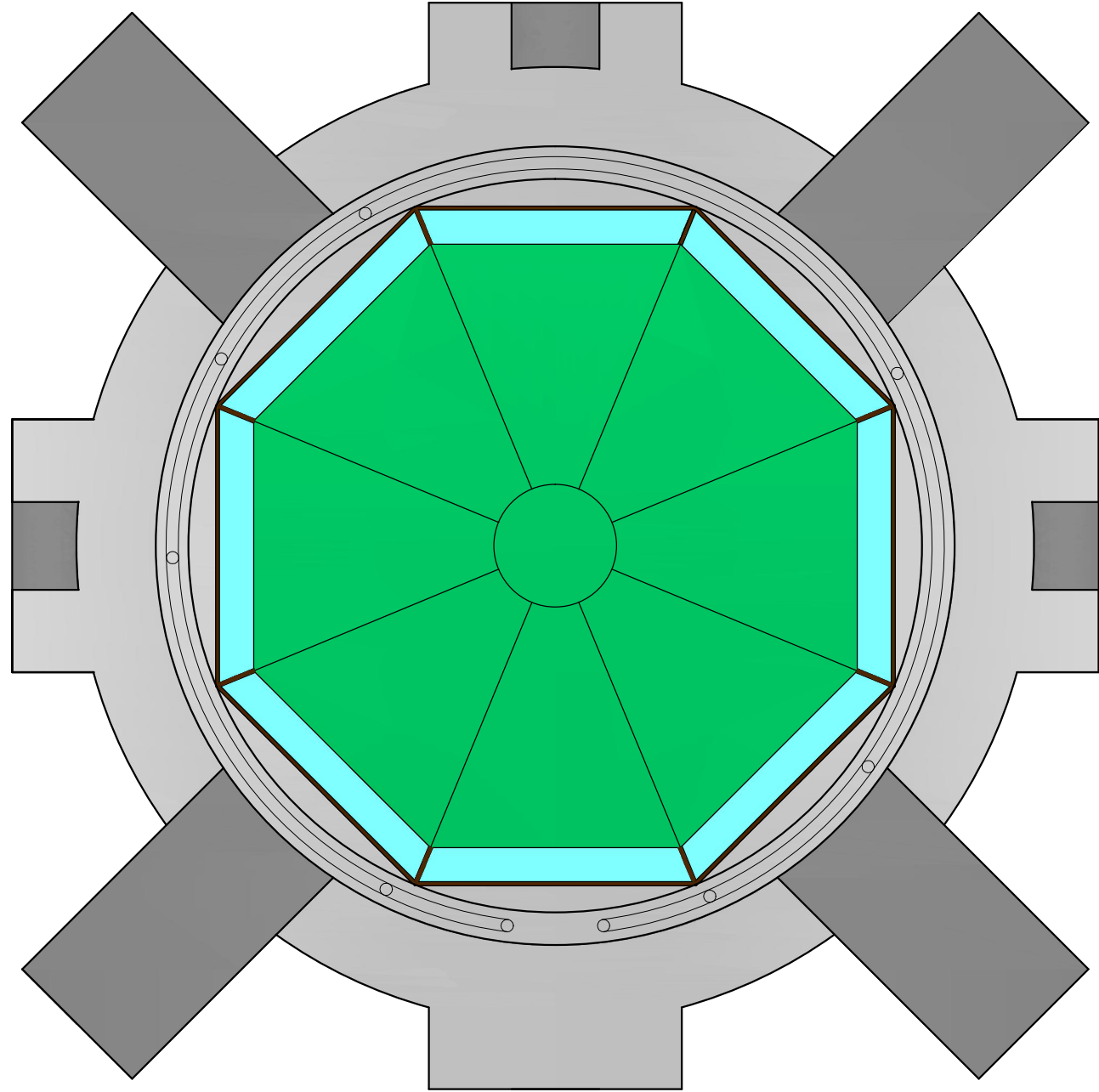


STRUCTURAL CONSULTANT

TULLOCH ENGINEERING INC.
ALVIN OLAR, P.Eng.
71 BLACK ROAD, UNIT #8
SAULT STE. MARIE, ON
P6B 0A3
ph (705) 949-1457
PROJECT 13119

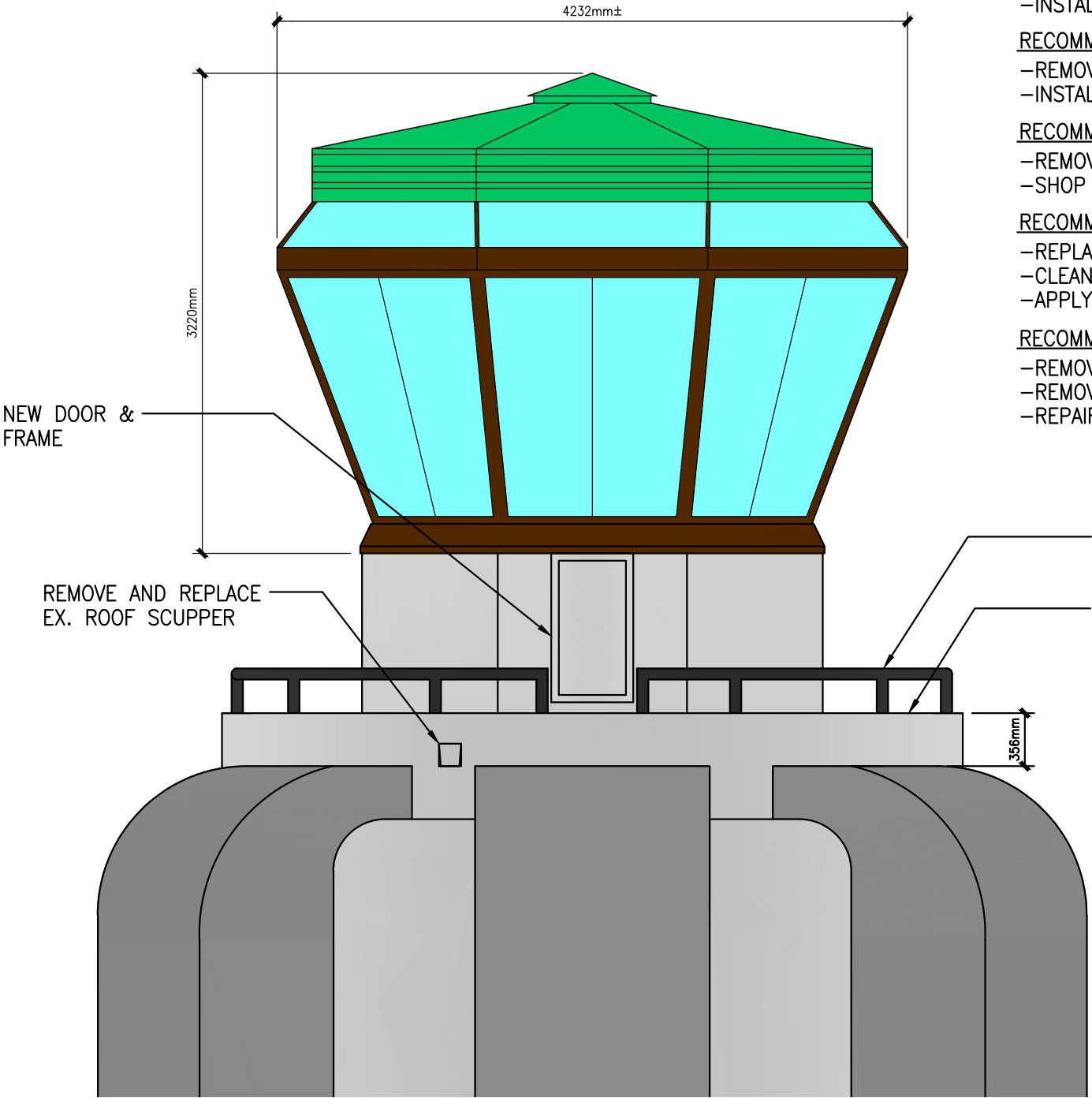


MEMORIAL TOWER
WEST ELEVATION
(LOOKING EAST)



PLAN
MEMORIAL TOWER

PROJECT: MEMORIAL TOWER PRELIMINARY REHABILITATION ASSESSMENT ESSAR CENTRE, SAULT STE. MARIE, ON	TULLOCH ENGINEERING DRAWING: ROOF PLAN				ENGINEER'S SEAL			
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DESIGNED BY: DJM			APPROVED BY: AO	DRAWING No. A01				
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ENLARGED ELEVATION
UPPER PORTION OF TOWER
(LOOKING NORTH)

REHABILITATION RECOMMENDATIONS

RECOMMENDATION-A (IN PLACE REHABILITATION OF EXISTING CONCRETE STRUCTURE)

- REMOVE EXISTING DETERIORATED OR DELAMINATED CONCRETE
- SURFACE PREPARE AND INSTALL CEMENTITIOUS PATCHING COMPOUND
- WATER BLAST AND PAINT ENTIRE STRUCTURE FOR UNIFORM FINISH

RECOMMENDATION-B (IN PLACE REMOVAL/REPLACEMENT OF UPPER PARAPET WALL AND HANDRAIL)

- REMOVE EXISTING PARAPET WALL TO SOUND CONCRETE
- INSTALL NEW CAST IN PLACE CONCRETE PARAPET WALL
- INSTALL NEW STEEL HANDRAIL TO MATCH EXISTING

RECOMMENDATION-C (REPLACE EXISTING ROOF MEMBRANE AND FLASHINGS)

- REMOVE EXISTING ROOF MEMBRANE AND FLASHING
- INSTALL NEW ROOF MEMBRANE AND FLASHINGS C/W SEALANT

RECOMMENDATION-D (REMOVE EXISTING AND REPLACE WITH NEW GLASS LIGHT ENCLOSURE)

- REMOVE EXISTING GLASS LIGHT ENCLOSURE
- SHOP FABRICATE NEW LIGHT ENCLOSURE, C/W NEW GLASS, ROOF AND FLASHINGS

RECOMMENDATION-E (REPAIR/REPLACEMENT OF DAMAGED GLASS BLOCKS)

- REPLACE ALL CRACKED OR DAMAGED GLASS BLOCKS
- CLEAN INTERIOR AND EXTERIOR SURFACE OF GLASS BLOCKS AND ALL JOINTS
- APPLY NEW JOINT SEALANT TO MAINTAIN WATER-TIGHTNESS

RECOMMENDATION-F (REMOVAL OF EXISTING INTERIOR STUCCO FINISHES)

- REMOVE EXISTING STUCCO
- REMOVE EXISTING WOOD AND METAL LATH
- REPAIR INTERIOR SURFACE OF CONCRETE AS REQUIRED

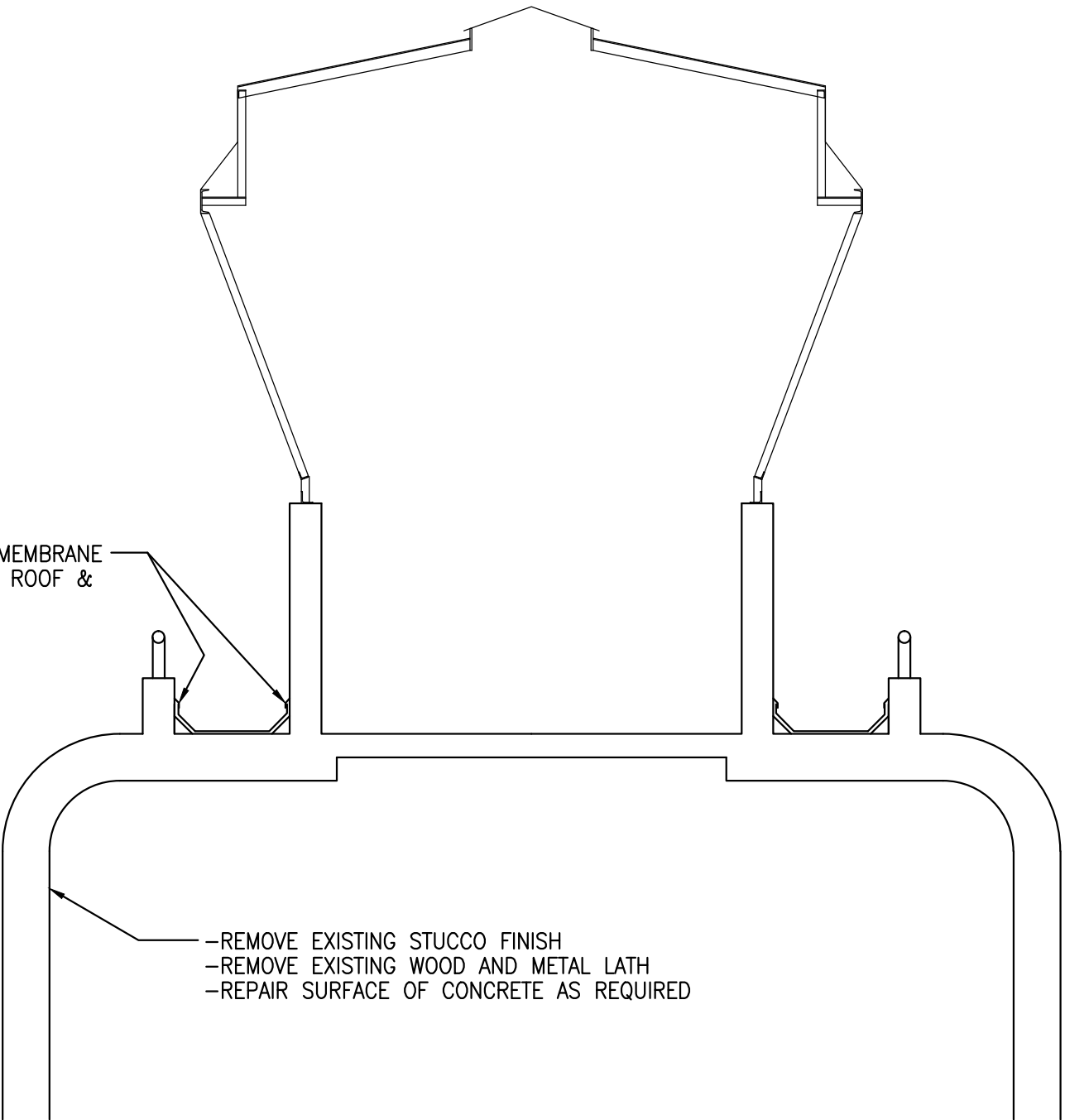
DELAMINATION OF PREVIOUS PATCH
REMOVE ALL DELAMINATED OR
SCALING CONCRETE AND REPLACE
WITH REPAIR MORTAR



SURFACE CRACKING

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REMOVE EXISTING ROOF MEMBRANE
PROVIDE NEW MEMBRANE ROOF &
METAL CAP FLASHING
C/W SEALANT
TYP. FULL PERIMETER



- REMOVE EXISTING STUCCO FINISH
- REMOVE EXISTING WOOD AND METAL LATH
- REPAIR SURFACE OF CONCRETE AS REQUIRED

ENLARGED SECTION
UPPER PORTION OF TOWER

PROJECT:

MEMORIAL TOWER
PRELIMINARY REHABILITATION ASSESSMENT
ESSAR CENTRE, SAULT STE. MARIE, ON

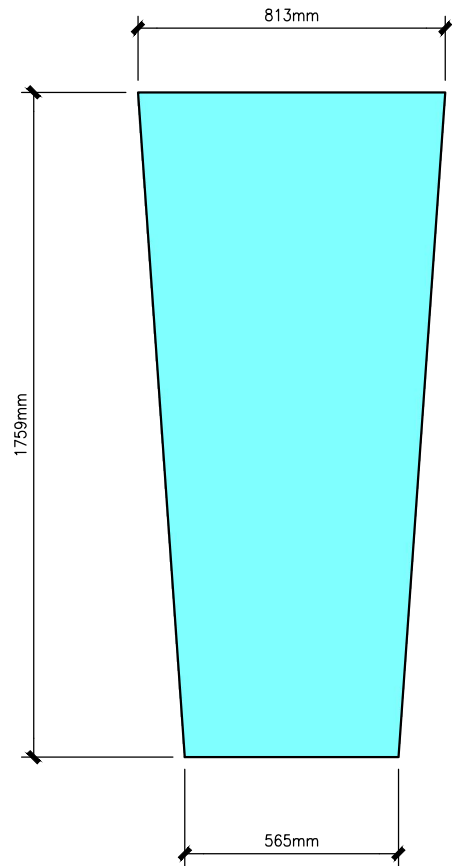


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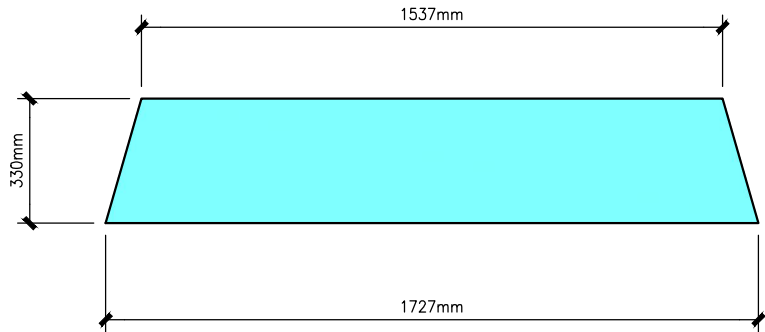
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ENGINEER'S SEAL



DETAIL
GLASS PANEL "A"
(TYP 8 LOCATIONS)

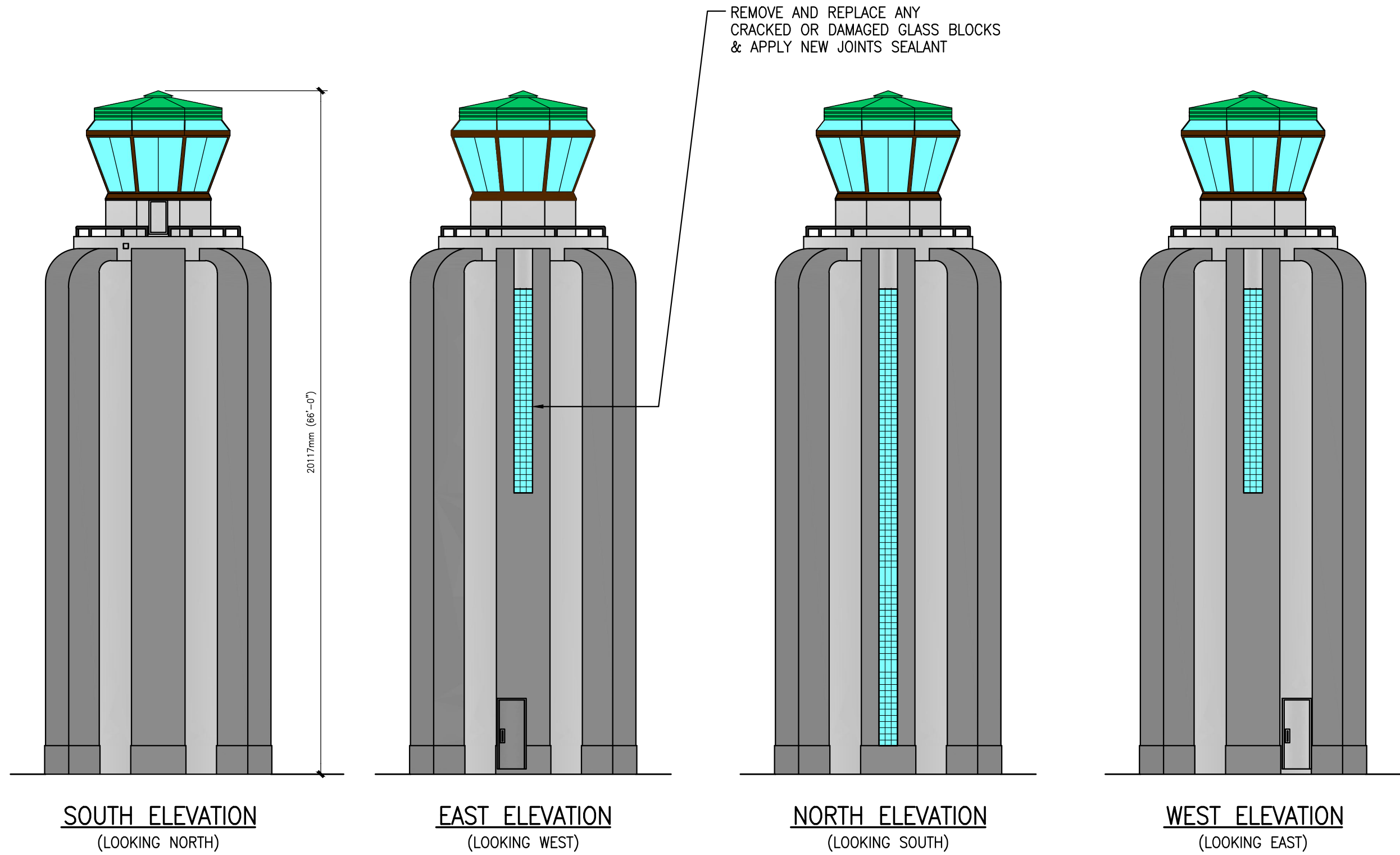


DETAIL
GLASS PANEL "B"
(TYP 8 LOCATIONS)



DETAIL
GLASS PATTERN

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PROJECT: MEMORIAL TOWER PRELIMINARY REHABILITATION ASSESSMENT ESSAR CENTRE, SAULT STE. MARIE, ON										DRAWING: ELEVATIONS																													
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No.	DATE	BY	ISSUES / REVISIONS							DRAWN BY: DJM										CHECKED BY: -																			



COUNCIL REPORT

September 28, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Services Department

RE: The New Algoma Farmers' Market Agreement

PURPOSE

The purpose of this report is to seek Council's authority to provide notice of termination to The New Algoma Farmers' Market ("Farmers' Market") to terminate the existing agreement between the City and the Farmers' Market and further, to seek council's authority to enter into discussions to develop a new agreement.

BACKGROUND

The Farmers' Market has operated at Roberta Bondar Park since 1995. Section 1(2) of the existing agreement provides the Farmers' Market with the opportunity to renew the Agreement for a further period of one (1) year provided that it gives notice of its intention to renew the agreement at least 60 days prior to October 31 of the current year. Each year the Farmers' Market has submitted a letter to the City, most often past the 60 day notice period, indicating their intent to renew the agreement. The agreement was last updated in 2009. Since that time a number of changes have taken place in the operations and local market and therefore the terms of the existing agreement do not reflect the current state. A meeting between the Community Services Department and the Farmers' Market is being planned for the latter half of October. The president of the Farmers' Market is aware of the City's interest in revising the existing agreement.

ANALYSIS

Given the past practice of accepting the Farmers' Market's notice of intention to renew the existing agreement despite the 60 day notice requirement, the Legal Department has recommended that proper notice of its intention to terminate the existing agreement should be given. The existing agreement requires such notice to be delivered by October 1, 2015.

Under the terms of the current agreement the annual fees collected from the Farmers' Market do not cover the operating costs or provide funds for future capital investment. The Community Services Department would like to develop an agreement which will move the operation of the Farmers' Market into a revenue neutral position.

The next step is to review the terms of the existing agreement and enter into discussions with the Farmers' Market. The revised agreement would be brought to City Council for approval.

IMPACT

This section does not apply to this matter.

STRATEGIC PLAN

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Manager of Recreation and Culture dated September 28, 2015 be received and that Council direct the Community Services Department to provide The New Algoma Farmers' Market with notice of the City's intention to terminate the existing agreement between the City and The New Algoma Farmers' Market; further, that Council direct the Community Services Department to report back to it regarding an assessment of the appropriateness and/or feasibility of continuing to lease the space to the Algoma Farmers' Market and the recommended terms and conditions for such a lease.

Respectfully submitted,

Recommended for approval



Virginia McLeod
Manager of Recreation and Culture

Nicholas J. Apostle
Commissioner of Community Services



COUNCIL REPORT

September 28, 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

PURPOSE

The purpose of this report is to request Council support for one (1) solar photovoltaic application being submitted to the Independent Electricity System Operator Feed-In-Tariff Program.

BACKGROUND

The Feed-In-Tariff (FIT) is a provincial program administered by the Independent Electricity System Operator (IESO), which provides a pre-determined rate per kWh generated depending on the project type (i.e. rooftop solar, ground mounted solar, etc.). The IESO initiated another FIT review in the Spring of 2015 and have released draft rules for FIT 4. New applications and applications that did not receive FIT 3.0 or FIT 3.1 contracts will be able apply to the IESO (formerly known as the OPA) between September 30 through October 23, 2015, but will be subject to the FIT 4 rules.

Under the FIT 4 rules, priority points could be awarded to projects that receive municipal Council endorsement in the form of an IESO prescribed "Municipal Council Support Resolution". The Sault Ste. Marie Innovation Centre is requesting Council support for rooftop solar photovoltaic systems at the following location:

1. Huron Superior Catholic District School Board, 90 Ontario Avenue, Sault Ste. Marie, Ontario

These projects support the Alternative Energy Capital of North America declaration carried at the regular Council meeting dated 2008 09 08:

Moved by Councillor S. Butland; Seconded by Councillor T. Sheehan: Resolved that Council adopt the mantle of being the “Alternative Energy Capital of North America”.

This project is also important to the development and maintenance of the community’s role in the alternative energy sector. The presence of solar energy generation and manufacturing has positively influenced the economic and environmental landscape of the community.

ANALYSIS

Information and documentation was provided by Kieran O’Neil, Smart Energy Business Strategist from the Sault Ste. Marie Innovation Centre.

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 dated 2015 09 28 concerning the Municipal Council Support Resolution be received. By-law 2015-171 appears elsewhere on the agenda authorizing one (1) Municipal Council Support Resolution and is recommended for approval.

Respectfully submitted,



Madison Zuppa, MES
Environmental initiatives Coordinator

Recommended for approval,



for: 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-010r2

1 Resolution number: _____ Date resolution was passed: _____	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>
--	---

2

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

[AND WHEREAS] _____ Sault Ste. Marie Innovation Centre _____ (the "Applicant") proposes to construct and operate a _____

Rooftop Solar Project

(the "Project") on _____ 90 Ontario Avenue _____ (the "Lands") in _____

Sault Ste. Marie ON. _____ under the province's FIT Program;

[AND WHEREAS] the Applicant has requested that Council of _____ 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 _____ 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>September 28, 2015</u>	Date: <u>September 28, 2015</u>

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



COUNCIL REPORT

September 28, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Carl Rumiel, P. Eng., Design & Construction Engineer
DEPARTMENT: Engineering and Planning Department
RE: 2016 Engineering Agreements

PURPOSE

The purpose of this report is to request Council approval to authorize engineering agreements with Tulloch Engineering, AECOM, WSP, and STEM for their respective 2016 engineering assignments.

BACKGROUND

At the 2015 09 14 meeting, Council provided approval to enter into agreements with engineering consultants for engineering services for the 2015 Capital Road Reconstruction Program.

ANALYSIS

It is routine procedure for the Engineering Division to seek Council's approval to authorize agreements for engineering services for the approved projects in the upcoming year.

IMPACT

The impact to the budget is the engineering fee estimates for the 2016 projects:

Tulloch Engineering – Reconstruction of Second Avenue – Wallace Terrace to Second Line West (\$367,000)

AECOM – Widening of Black Road – McNabb Street to Second Line East (\$565,000)

WSP – Reconstruction of Coulson Avenue and Manor Road (\$262,900)

STEM Engineering – Fort Creek Aqueduct John Street Diversion (Albert Street to Wellington Street West) (\$496,800)

The Second Avenue and Coulson Avenue/ Manor Road engineering fees are within the allocations in the approved 2016 Capital Works Budget.

The Fort Creek Aqueduct John Street Diversion is a two year project and will be covered under the Small Communities Fund (SCF) portion of the Build Canada Fund for the reconstruction of the Fort Creek Aqueduct which includes the City, the province and the federal government each contributing \$10.42M.

Finally the Widening of Black Road is the Connecting Link project that the City has requested that the MTO consider for the 2016 Connecting Link Allocation. Although the MTO may only grant funds for phase 1, this is a two year project and this engineering agreement is for both phases. We have budgeted for our assumed 1/3 share of this project and engineering fees will be covered as an eligible project cost.

STRATEGIC PLAN

Improvements to our roads and infrastructure within our roads, is linked to Objective 1B, Transportation Network Improvements under the Developing Solid Infrastructure strategic direction.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Design and Construction Engineer dated 2015 09 28 be accepted and that Council authorize entering into agreements for engineering services with the engineering consultants listed in this report.

Bylaws 2015-175 (Tulloch), 2015-176 (AECOM), 2015-177 (WSP), and 2015-178 (STEM) authorizing the execution of the agreements can be found elsewhere on this evening's agenda.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Carl Rumiel', with a stylized flourish at the end.

Carl Rumiel, P. Eng.
Design & Construction Engineer



COUNCIL REPORT

September 28, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Elliott, Director of Engineering Services

DEPARTMENT: Engineering and Planning Department

RE: Northern Avenue Corridor – East of Great Northern Road

PURPOSE

The purpose of this report is to acquire Council approval to retain a consulting engineer to complete an environmental assessment (EA) of the portion of Northern Avenue east of Great Northern Road.

BACKGROUND

There are three ongoing issues that can be studied and resolved by the completion of an EA for this corridor. First, Council is aware of an ongoing issue involving access and egress into the P-Patch, particularly at the intersection of Pine Street and Pleasant Drive. There are four road access points to the P-Patch; two along the southern boundary on McNabb Street and two on the western boundary on Pine Street. This EA will address the possibility of additional access at some point along the north boundary on the existing alignment or an extended Northern Avenue.

Secondly, the Transportation Master Plan identified Northern Avenue between Great Northern Road and Pine Street as a candidate for a four to three lane conversion. Such a conversion may be possible, particularly between Willow Avenue and Pine Street along the Sault College frontage, which is the four lane portion where the Hub Trail is located. This EA can evaluate the feasibility of this transition.

Finally, the extension of Northern Avenue to Black Road has been identified in transportation studies for many years. This EA can evaluate the necessity, alignment, and feasibility of this extension.

ANALYSIS

This portion of Northern Avenue will soon require asphalt rehabilitation and a new surface, so an EA is timely. All three of the issues noted above can be

properly studied, and the public and interested agencies can provide input into this EA. In accordance with the current procurement policy and practise, Engineering staff recommends that Kresin Engineering be retained to complete this environmental assessment.

IMPACT

It is very difficult for staff to estimate the cost of an EA. The level of complexity and effort vary considerably, especially if residents or agencies are opposed to the initiative, and objections are raised and need to be addressed. EA's of this nature have ranged between \$40,000 and \$80,000. Given the typical length of time an EA can take, staff budgets for them across two or three budget years. A preliminary allowance of \$25,000 was allocated in the 2015 miscellaneous construction budget for this study. Once an agreement and an estimated fee is established with the consultant, additional money will be budgeted in the 2016 miscellaneous construction budget.

STRATEGIC PLAN

This EA is linked to the Transportation Network Improvements 1-B objective, under the Developing Solid Infrastructure strategic direction.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering Services dated 2015 09 28 be received, and the recommendation that the City enter into an agreement for professional services with Kresin Engineering for the completion of an environmental assessment for Northern Avenue, east of Great Northern Road, be approved. An agreement for services will be brought to Council at a future meeting.

Respectfully submitted,



Don Elliott, P. Eng.
Director of Engineering Services

Recommended for approval



for: Jerry Dolcetti, RPP
Commissioner of Engineering and
Planning



COUNCIL REPORT

September 28, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Elliott, Director of Engineering Services

DEPARTMENT: Engineering and Planning Department

RE: Slope Stabilization – 90 Second Line East

PURPOSE

The purpose of this report is to acquire Council approval to enter into an agreement for engineering services to provide additional slope stability on City property on the north side of Second Line at the intersection with Carmen's Way.

BACKGROUND

Several years ago, there was a slope failure at above noted location. The City retained STEM Engineering to determine appropriate measures to stabilize the slope.

ANALYSIS

The toe of the slope at the point of failure is sufficiently set back from the sidewalk and boulevard so as not to be a danger to the public. The decision was made to designate funds from a future miscellaneous construction budget to provide some long term stability to the slope.

Several options were considered to provide additional stability to the slope. While a full geotechnical investigation was not warranted, it was determined that some effort should be made to increase the stability of the slope.

The sum of \$100,000 was designated in the 2015 miscellaneous construction budget to engineer and construct an imported fill buttress at the toe of the slope to add stability.

Under the current procurement policies and procedures, Engineering staff are recommending STEM Engineering be retained to complete the remaining engineering and contract administration to complete the work.

IMPACT

The engineering fees are estimated to be \$12,500 plus tax. The cost of the engineering and construction is planned to be within the \$100,000 allocation in the miscellaneous construction budget. It is noted that while the engineering fee is within the approval amount for the CAO, Council authorization is sought in order for the agreement to be signed.

STRATEGIC PLAN

Provision of slope stability is linked to Objective 1A, Environmental Leadership, under the Developing Solid Infrastructure strategic direction.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering Services dated 2015 09 28 be received, and the recommendation that the City enter into an agreement for professional services with STEM Engineering for provision of additional slope stability to City lands near 90 Second Line East, be approved.

The relevant By-Law 2015-172 authorizing the agreement is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,

Recommended for approval



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



for: Jerry Dolcetti, RPP
Commissioner of Engineering and Planning



COUNCIL REPORT

September 28, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Elliott, Director of Engineering Services

DEPARTMENT: Engineering and Planning Department

RE: SCF Funding – Intake II – Sackville Road Extension

PURPOSE

The purpose of this report is to seek Council approval to apply for funding for the planned extension of Sackville Road to Third Line.

BACKGROUND

The Small Communities Fund (SCF) is part of the federal government's Building Canada Fund (BCF). Ontario will receive \$2.7 billion from this program and 10% (\$272 million) of this amount is carved out for small municipalities and other eligible applicants through the SCF. The Federal and Provincial governments recently announced the second intake for the SCF. Municipalities with a population under 100,000 are eligible to apply. Applications must be submitted by September 30, 2015. Council is aware that the City was fortunate in receiving approval under the first intake for funding for the reconstruction of the Fort Creek Aqueduct.

ANALYSIS

Staff is recommending the candidate project for this expression of interest be the extension of Sackville Road to Third Line. This project has been an initiative of the City for many years. Given the congestion on Great Northern Road between Second Line and Third Line, there has been an increasing need for relief through an adjacent connection through to Third Line. The closest north-south connection to the west of Great Northern Road is People's Road.

Transportation Master Plans have identified the need for this road extension. It has recently become more urgent with the opening of the new hospital and related developments on the Great Northern Road corridor.

An environmental assessment has been completed for the work, and the project is at a point where detailed design can begin.

For these reasons staff recommends the City submit an expression of interest for the extension of Sackville Road. If the expression of interest is accepted, the City will be required to submit a full application.

IMPACT

In the 2015-2019 capital plan, \$4M was set aside for this project in 2017. It is estimated that project costs will be between \$4.0 and \$4.5M. The SCF divides responsibility for eligible costs in thirds between the three levels of government. If the project is approved for funding, it is likely that City costs will be in the range of \$1.5M. That would of course be covered by the allowance in the 2017 capital plan.

STRATEGIC PLAN

This is linked to Objective 1B, Transportation Network Improvements under the Developing Solid Infrastructure Strategic Direction.

RECOMMENDATION

It is therefore recommended that Council take the following action:

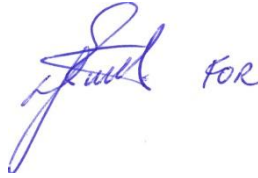
Resolved that the report of the Director of Engineering Services dated 2015 09 28 be received, and the recommendation to submit an expression of interest to the Small Communities Fund for the extension of Sackville Road, be approved.

Respectfully submitted,



Don Elliott, P. Eng,
Director of Engineering Services

Recommended for approval



Jerry Dolcetti, RPP
Commissioner of Engineering and
Planning



COUNCIL REPORT

September 28, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Freddie Pozzebon , Chief Building Official

DEPARTMENT: Engineering and Planning Department

RE: 2014 Annual Fee Report

PURPOSE

The purpose of this report is to inform Council of the annual revenue and expenditures of the Building Division governed under the Ontario Building Code Act for the 2014 construction year. The report also details the total remaining reserves as of December 3, 2014.

BACKGROUND

As required under section 7 (4) of the Ontario Building Code Act, an annual fee report must be made outlining revenue expenditures, direct or indirect. There must also be a report on any reserve fund held for necessary expenditures. The reserve fund is to ensure staffing levels are not detrimentally affected during times when construction activity has been reduced (attached).

IMPACT

This report details the fees collected and expenditures for the Building Division. At present the report shows there is a greater usage of the reserve funds than in past years, as needed to cover expenditures in 2014.

Although we have operated with a deficit, the use of the reserve funds has continued to enable us to maintain our service level. Given the present expenditures, it is expected that the reserve fund will only be available for the balance of 2015 if not replenished with fees. Therefore, it is anticipated there will be an increase in user fees for the 2016 budget, as the reserve may not offset the costs. It should be noted that in previous years, permit fees for large construction projects enabled the Building Division to use the reserve rather than increase fees. A service level review including user fees is currently underway and will be reported on.

STRATEGIC PLAN

This report is not directly linked to the Strategic Plan, but rather a requirement of the Building Code Act.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Chief Building Official dated 2015 09 28 regarding the 2014 Annual Fee Report be accepted as information only.

Respectfully submitted,



Freddie P. Pozzebon
Chief Building Official
Building Division

Recommended for approval



for: Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

Attach.

Jerry D. Dolcetti, RPP
Commissioner

Freddie P. Pozzebon, CBCO
Chief Building Official



ENGINEERING & PLANNING
DEPARTMENT

Building Division

2014 ANNUAL REPORT – BUILDING PERMIT FEES

Total Permit Fees (revenues) collected for the period January 1 to December 31, 2014
under Building By-Law 2008-148 of the City of Sault Ste. Marie.....\$680,529.51

Cost of Delivering Services:

Direct Costs:

Direct Costs are deemed to include the costs of the Building Division of the City of Sault Ste. Marie for the processing of building permit applications, the review of building plans, conducting inspections and building related enforcement duties, less By-Law Enforcement.

Total Building Enforcement Costs \$1,077,552.36

Indirect Costs:

Indirect Costs are deemed to include the costs for support and overhead services to the Building Division of the City of Sault Ste. Marie being a ratio .0384.

Total Building Enforcement	\$1,077,522.36
Less Total Building Rent Paid (\$100,000 minus 15% By-law Enforcement)	- \$ 15,000.00
Total Building Enforcement Costs x Indirect Cost Ratio .0384	\$1,062,522.36

Indirect Costs \$ 40,800.86

Total Costs:

Total Building Enforcement	\$1,062,522.36
Plus Indirect Costs	+\$ 40,800.36
Grand Total Indirect and Direct Building Enforcement Costs	\$1,103,323.22

Less Total Permit Fee Revenues	-\$ 680,529.51
Difference:	-\$ 422,793.71

Building Permit Reserve Fund as of January 1, 2014	\$ 1,174,239.36
2014 Capital Expenditures	- \$ 72,198.40
2014 Transfer to Operations as per above	-\$ 422,793.71
Remaining Reserve Fund December 31, 2014	\$ 679,247.25



COUNCIL REPORT

September 28, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Mike Figliola, Fire Chief

DEPARTMENT: Fire Services

RE: Burning of Materials in Residential Fireplaces and Wood Stoves

PURPOSE

The purpose of this report is to review and recommend the feasibility of a by-law to regulate the burning of materials in residential fireplaces and wood stoves.

BACKGROUND

Council requested a report on the ability to regulate the burning of wood in fireplaces and wood burning stoves located inside houses and the accompanying effluent from the chimneys and stove pipes.

ANALYSIS (if applicable)

The installation of fireplaces and wood stoves and their chimneys and stove pipes fall under provisions of the Ontario Building Code (OBC) and Ontario Fire Code (OFC). There is however no provisions under the OBC and OFC in regard to what type and how much material can and are burned in these vessels.

The effluent which is emitted from chimneys and stovepipes is an air quality issue and is in the sole purview of the Ministry of Environment for which there are monitoring and enforcement processes for the management of air quality.

The ability to access to a private residence in order to conduct a review or investigation on the use of fireplaces and wood stoves is not possible and therefore any by-law enacted to address this issue would be unenforceable as there would be no grounds for a right of entry.

IMPACT

There is no budgetary impact.

STRATEGIC PLAN

There is impact on the Strategic Plan

RECOMMENDATION

It is therefore recommended that Council take the following action:

It is therefore recommended that Council take no further action on a regulating the use of fireplaces and wood burning stoves within private residences at this time.

Respectfully submitted,



M.R. (Mike) Figliola
Fire Chief

Recommended for approval

Nuala Kenny
Interim Chief Administrative Officer



COUNCIL REPORT

September 28, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Property Declared Surplus – 88 Goulais Avenue

PURPOSE

The purpose of this report is to recommend to Council that the property described as PIN 31592-0211 (LT) LT 6 BLK 12 PL 1751 KORAH; SAULT STE. MARIE, as shown on Schedule “A” attached, being civic 88 Goulais Avenue, be declared as surplus and be offered for sale by the City in accordance with the City’s policy for the disposition of land.

ATTACHMENT

Attached as Schedule “A” is a drawing of the property, with the property shown as “Subject Property”.

BACKGROUND

The Legal Department was contacted by Public Works and Transportation with a request to ascertain if the City’s property at 88 Goulais Avenue could be declared surplus. The request was circulated to various City departments for comment.

All departments circulated, including Engineering and Planning, Building, Department of Public Works and Transportation, as well as the Sault Ste. Marie Region Conservation Authority had no concerns in declaring the Subject Property surplus and made available for sale.

ANALYSIS

If Council declares the Subject Property surplus, the property will be advertised once in the Sault Star and also appear on the City’s web page.

IMPACT

If the City decides to dispose of the Subject Property it would be consistent with the City’s plan to dispose of surplus property. There would also be a tax benefit to the City.

STRATEGIC PLAN

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2015-169 being a by-law to declare the City owned property described as PIN 31592-0211 (LT) LT 6 BLK 12 PL 1751 KORAH; SAULT STE. MARIE, as surplus to the City's needs and to authorize the disposition of the said property in accordance with the City's policy for the disposition of land appears elsewhere on the Agenda and is recommended for approval.

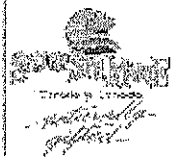
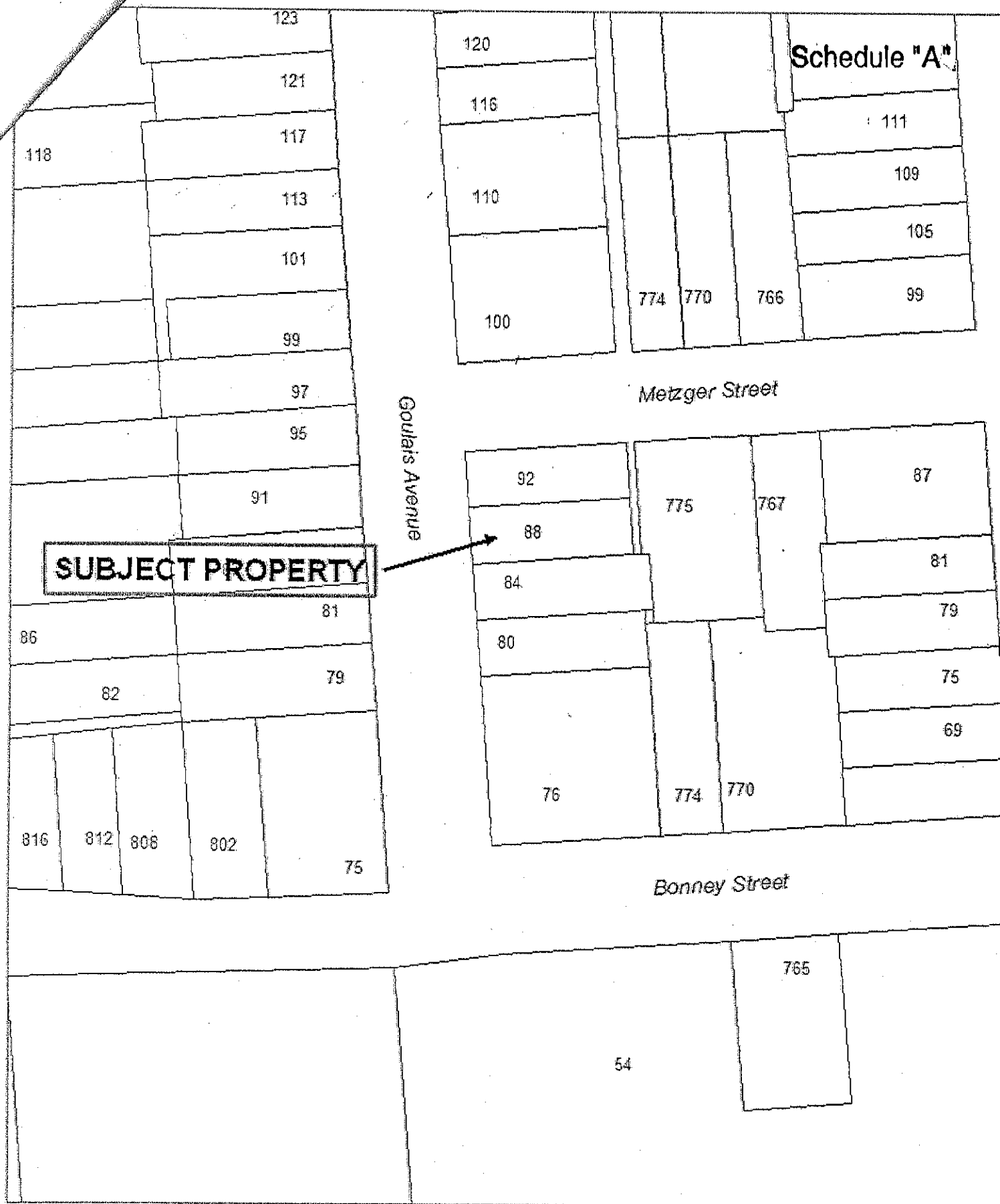
Respectfully submitted,



Nuala Kenny
City Solicitor

NK/da
Attachment

LEGAL\STAFF\COUNCIL REPORTS\2015\PROPERTY DECLARED SURPLUS 88 GOULAIS AVE MAP 37.DOCX



88 GOULAIS AVENUE
POTENTIAL SALE

The Corporation of the City of Saint John
Engineering & Planning Department
Planning Division
June 17, 2015

This map is for general reference only.
For official mapping, see the
Engineering and Planning Department.
City of Saint John: Note

Projection Details:

NAD 1983 UTM Zone 16N
GCS North American 1983

 Parcel Fabric

0 10 20 40 meters
1:10,000





COUNCIL REPORT

September 28, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Steve Turco, MCIP, RPP, Planner

DEPARTMENT: Engineering and Planning Department

RE: Downtown Community Improvement Plan – Tax Increment Grant – 995 Queen Street East

PURPOSE

This report recommends that a residential condominium proposal for the Renal Dialysis Building at the former Plummer Hospital site be considered for a municipal tax increment rebate under the City's Downtown Community Improvement Plan. The planned condominium proposal will create 59 new high density residential units in the Downtown.

BACKGROUND

In February 2014, City Council approved a Downtown Community Improvement Plan under Section 28 of the Planning Act and Section 365.1 of the Municipal Act. This legislation allows municipalities to provide property tax assistance for qualified projects.

The Downtown CIP has been designed to increase the area's inventory of higher density residential development to provide an increased market base for Downtown businesses and services. As well, the development of higher density residential is important to provide for a range of housing types to match a wider range of residents' needs. The 2014 Provincial Policy Statement (PPS) also encourages municipalities to support opportunities for intensification.

A Tax Increment Grant (TIG) is generally delivered as a "pay as you go" grant - meaning the owner is responsible for the up-front remediation and redevelopment costs. Upon being approved, the owner must pay the property taxes in full in each eligible year. A portion of the taxes are then rebated back to the developer, in the form of a grant equal to a percentage of the municipal tax increase, on a declining rate basis for a maximum 5 year period.

A minimum investment of \$500,000, and which will result in an increase in municipal assessment, will be required to be eligible for the tax grant.

ANALYSIS

Under the DCIP, two tax incentive zones are in effect: one targeting the Gore Street and west section of Queen Street East, and a second targeting the remainder of the Downtown. The incentive for each zone is outlined in the table below:

Time Period	Gore Street, west Queen Street East area.	Remainder of Downtown
Year 1	100%	100%
Year 2	100%	75%
Year 3	100%	50%
Year 4	100%	25%
Year 5	100%	

Given the location, the proposed development would be eligible for tax rebates on a declining basis over a four-year period (100%, 75%, 50%, and 25%). The intent of the proponent is to assign the tax rebate to future purchasers.

The proposal will be a vertical expansion of the Renal Dialysis Building of the former Plummer Hospital. The proposal seeks to add 2 additional storeys to the building, creating 59 condominium units. The development will include underground parking, a party room, an exercise room, entertainment facilities and storage lockers. A rendering of the proposal is attached to this report.

The creation of new, high density residential development is a key component of the City's Downtown Development Initiative, and the ongoing development occurring at the former Sault Area Hospital site will support the revitalization of the entire Downtown area. In addition to creating new residential units, the proposal remediates an under-utilized building and will advance development on the remainder of the site.

IMPACT

There is no direct cost to the municipality associated with this approval, aside from the deferral of taxes during the first four years after completion. The city will benefit from the increased assessment in future years.

STRATEGIC PLAN

The revitalization of the Downtown area is identified in the City of Sault Ste. Marie Corporate Strategic Plan under Strategic Direction 1: Developing Solid Infrastructure, Objective 1-C Property Management and Development.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planning Division, dated 2015 09 28, concerning the Downtown Community Improvement Plan – Tax Increment Grant – 995 Queen Street East be accepted and:

1. That Council authorize an incremental tax rebate for 995 Queen Street East;
2. That the rebate be 100% in year one, 75% in year two, 50% in year three and 25% in year four;
3. That all general eligibility requirements of the financial incentive programs, as outlined in the approved Downtown CIP, approved February 18, 2014, apply to this proposal, and
4. After the four-year rebate, the property will pay the full municipal tax amount.

Respectfully submitted,



Stephen Turco, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,



for: Jerry Dolcetti, RPP
Commissioner Engineering & Planning

ST:ps
Attach.





COUNCIL REPORT

September 28, 2015

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Peter Tonazzo, MCIP, RPP, Planner
DEPARTMENT: Engineering and Planning Department
RE: Telecommunications Tower Policy

PURPOSE

On February 23, 2015 Council passed the following Resolution;

Moved by: Councillor Christian
Seconded by: Councillor Butland

*Whereas many cities in Ontario have adopted Communication Tower location policies for their communities; and
Whereas Sault Ste. Marie does not currently have such a policy; and
Whereas such a policy is needed to establish and articulate clear objectives for the location of communications towers in Sault Ste. Marie; and
Whereas there are currently 14 communications towers in Sault Ste. Marie with additional towers likely to be placed in the future; and
Whereas Industry Canada requires a Letter of Concurrence from the municipality as part of their approval process;
Now Therefore Be It Resolved that City Council ask the Planning Advisory Committee to prepare a draft Communication Tower location policy for Council's consideration.*

BACKGROUND

The attached Draft Telecommunications Tower Policy is intended to be applied to all new telecommunications facilities proposed to be located in Sault Ste. Marie.

The policy includes guidance upon the process to be followed, public notice requirements, and preferred locational criteria.

A public open house to discuss the draft policy is proposed for Wednesday October 28, 2015, 7:00 pm, Civic Centre.

IMPACT

Approval of this informational item will not impact municipal finances.

STRATEGIC PLAN

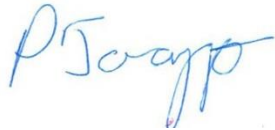
Approval of this matter is not linked to any specific item in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the Report of the Planner, dated 2015 09 28 be accepted as information, and that Council authorize staff to provide public notice of a public open house to discuss the Draft Telecommunications Tower Policy, to be held on Wednesday October 28, 2015, 7:00 pm at the Civic Centre.

Respectfully submitted,



Peter Tonazzo, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

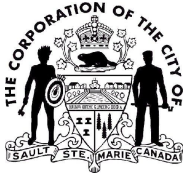
Recommended for approval,



for: Jerry Dolcetti, RPP
Commissioner Engineering & Planning

PT:ps

Attach.



Subject: DRAFT TELECOMMUNICATION POLICY

Department/Division: Engineering and Planning – Planning Division

Source: Planning Director – Planning Division

Date: 2015 07 22

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1.0 PURPOSE

This policy establishes a standardized application, consultation and review process to be followed when siting new *telecommunications tower facilities* within the City of Sault Ste. Marie.

2.0 JURISDICTION

New *telecommunication tower facilities* are regulated by Industry Canada and follow Federal protocol and procedures. Industry Canada holds administrative authority and final approval for the proposed tower location and design criteria. All telecommunication towers are exempt from municipal zoning by-laws; however the *proponent* must consult with the 'Local Land Use Authority' (City of Sault Ste. Marie) and area residents prior to siting a tower.

3.0 DEFINITIONS

CO-LOCATION: Where antennas and equipment owned by different proponents share the same tower or structure.

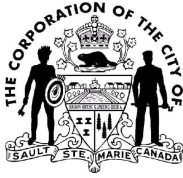
CONSTRAINTS & HAZARDS: Includes natural or built limitations upon a site that could make development unsafe, such as flooding, erosion, dynamic beach movement, unsuitable soils and mine hazards.

LETTER OF CONCURRENCE: A formal letter from the Municipality supporting the proposed tower instalment.

NATURAL HERITAGE FEATURE OR AREA: Features and areas, including wetlands, fish habitat, habitat of endangered or threatened species, significant wildlife habitat and areas of natural and scientific interest, which are important for their environmental and social values as a legacy of the natural landscapes of an area.

PROPONENT: A company or organization proposing to site an antenna system (including contractors) for the purpose of providing commercial or private telecommunication services.

REASONABLE AND RELEVANT CONCERNS: According to Industry Canada, the factors that will determine whether a concern



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is reasonable or relevant are those which relate to the particular amenities or important characteristics of the area surrounding the proposed antenna.

Examples of reasonable and relevant concerns include:

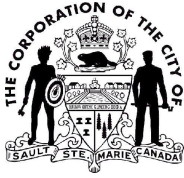
- Why is the use of an existing antenna system or structure not possible?
- Why is an alternate site not possible?
- What is the proponent doing to ensure that the antenna system is not accessible to the general public?
- How is the proponent trying to integrate the antenna into the local surroundings?
- What options are available to satisfy aeronautical obstruction marking requirements at this site?
- What are the steps the proponent took to ensure compliance with the general requirements of the Canadian Environmental Assessment Act, Safety Code 6 and any other applicable regulations?

According to Industry Canada, concerns that are NOT relevant include:

- Disputes' relating to the proponent's service, but unrelated to antenna installations.
- Potential effects that the proposed antenna system will have on property values or municipal taxes.
- Questions whether the Radio communication Act, Safety Code 6, local by-laws, other legislation, procedures or processes are valid or should be reformed in some manner.

RESIDENTIAL ZONE: Lands zoned R1, R2, R3, R4, R5 and R6, in Zoning By-law 2005-150, as amended.

TELECOMMUNICATION TOWER FACILITY: Materials and equipment including cellular and other point-to-point wireless communication facilities such as radio and TV broadcasters, using



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a variety of technologies.

TYPES OF TOWER FACILITIES:

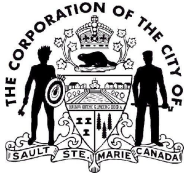
Guyed towers are stabilized by pre-stretched steel guyed ropes tethered by masts in a lattice, triangular, square, tapered or straight form.



Self- supported towers are free standing lattice structures with the following features;

- (i) Triangular or square structure
- (ii) Tube legs, angle legs, lattice legs or solid round legs
- (iii) Sections in steel angle or steel tubes
- (iv) Steel angle cross bracing





INFORMATION MANUAL

E-III-1

Subject: DRAFT TELECOMMUNICATION POLICY

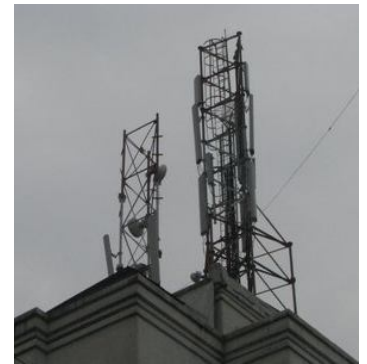
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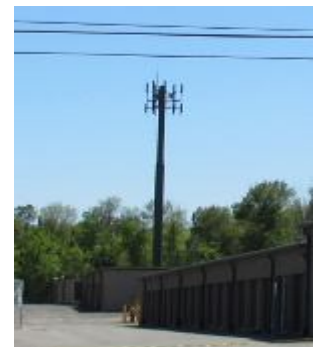
Roof mount towers are masts or towers that are mounted directly to the exterior of a building and can be self-supported or guyed.

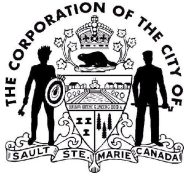


Stealth Design Towers are designed and constructed to be integrated into the surroundings in a manner that it appears to be part of that building or structure and not a telecommunication tower or antenna. Examples include, but are not limited to, camouflaging antenna within buildings, church steeples, clock towers or flag poles.



Monopole Towers are single pole self-supported towers without guyed wired or supportive lattice.





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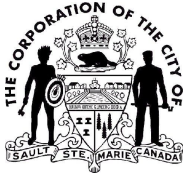
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4.0 PROCESS OVERVIEW

1. **Preliminary consultation** — the *proponent* must pre-consult with the City prior to making a formal application to erect a *telecommunication tower facility*. During the pre-consultation period, appropriate city staff will be circulated for comments and any additional information requirements will be determined at this time.
2. **Formal application and required fees** — if the proposed installation is not exempt, as outlined in Section 5.0 of this policy, the *proponent* must submit a formal application to the City, as required in Section 6.0 of this policy. Once a formal application has been received and deemed complete by the Planning Director, the information within the application will be available to the public.
3. **Public consultation** — if the proposed installation is not exempt, as outlined in Section 5.0 of this policy, the *proponent* must provide public notice, hold a public meeting, and respond to all written comments in accordance to Section 7.0 of this Policy.
4. **Public comment period** — the *proponent* is required to acknowledge and record all public comments and concerns received during the public comment period, including any comments received from the City. The *proponent* is also required to respond to any *reasonable and relevant concerns*, and keep a record of such responses.
5. **Proposal amendments and resubmission** — where possible, the *proponent* is encouraged to amend the proposal in a manner that appropriately addresses all *reasonable and relevant concerns*.
6. **Municipal decision: Issuance of a letter of concurrence**
 - a) Where no objections have been raised or the *proponent* has addressed all *reasonable and relevant concerns* to



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the satisfaction the Planning Director, the Planning Director shall issue a *letter of concurrence* to the *proponent*.

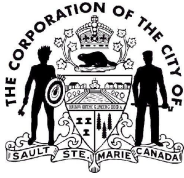
- b) Where the procedures related to the complete application and/or public notifications have not been followed, to the satisfaction of the Planning Director, a *letter of concurrence* will not be issued to the *proponent*. Alternatively, the *proponent* may restart the process.
- c) If in the opinion of the Planning Director, there remain significant *reasonable and relevant concerns*, a decision of City Council will be required. In these cases, the Planning Director will issue a report to Council, acknowledging whether or not the *proponent* adhered to the complete application requirements outlined in this policy. The Planning Director will also comment upon the degree to which the *proponent* has adhered to the Locational and Design Criteria outlined in Section 8.0 of this policy.

- 7. **Municipal decision: No letter of concurrence** — where a *letter of concurrence* is not issued by the City, the *proponent* may engage in Industry Canada's Arbitration Protocol.

5.0 EXEMPTIONS

The following are exempt from the requirement to consult with the City of Sault Ste. Marie:

- a) *Telecommunication tower facilities* less than 15m above grade
- b) *Co-location* facilities
- c) *Telecommunication tower facilities* located upon buildings or structures provided the height of the tower is not more than 20% of the total height of the building.
- d) *Repair and maintenance of existing telecommunication tower facilities* provided the overall height of the tower, as



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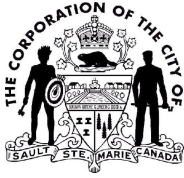
originally constructed, is not increased by greater than 25%, and the tower has existed for at least 12 months.

- e) Temporary installations of less than 3 months for special events or emergency reasons.

6.0 COMPLETE APPLICATION REQUIREMENTS

Unless exempted by the provisions of Section 5.0 of this policy, all proposals for new *telecommunication tower facilities* or modifications to existing towers are required to adhere to the following complete application requirements:

1. Pre-consultation — *proponents* are required to consult with the City prior to making a formal submissions and beginning the public consultation process.
2. Application Fee — as outlined in Schedule A, attached to this policy.
3. Complete application form — Schedule B, attached to this policy.
4. Site selection and justification report — a written statement of the steps taken by the *proponent* to investigate all non-tower and *co-location* options, the rational for eliminating these sites as the preferred location and the rational for the proposed tower location and necessary height.
5. Site plan and map — showing the proposed tower and any accessory structures situated on the site, including setbacks from lot lines, tower height and type, accessory building size and setback, site grading, location of existing buildings, fences, access, parking and existing and proposed landscaping.
6. Elevation drawings — of the proposed tower and accessory structures.



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7. Visual renderings or photographs — of the current site conditions and superimposed tower.
8. Key map — indicating the horizontal distance between the proposed tower installation and the nearest *residential zone*.
9. Description of lighting scheme — a description of the proposed lighting scheme required to adhere to Transport Canada requirements.
10. Attestation of compliance — with Health Canada's Safety Code 6 and Transport Canada's Aeronautical lighting scheme and obstruction marking requirements.
11. Site specific studies — as determined by the municipality during the pre-consultation exercise. Such studies may include but are not limited to

7.0 PUBLIC CONSULTATION

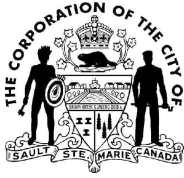
7.1 Public Notice Requirements

The *proponent* shall circulate notice by newspaper advertisement, and regular mail to surrounding property owners within a radius of 120 meters from the property boundaries of the lot in which the tower is located. Ward Councillors and Industry Canada shall also be notified. Notices must be mailed at least 21 days prior to the meeting.

The City will supply the *proponent* with a mailing list of property owners within the required radius.

The notice shall include:

- a) Time, date and location of the public meeting.
- b) Site plan and address of the proposed tower.



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- c) Description of tower height, size, type, material, colour, landscaping and any other proposed changes to the property.
- d) Images of existing conditions and superimposed tower.
- e) Clearly outlined timelines related to public submissions, response and feedback periods as outlined in Section 7.2 of this policy.
- f) Contact information of *proponent*, City staff and Industry Canada.

7.2 Public Consultation: Requirements & Timing

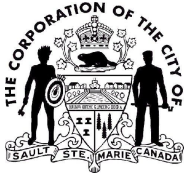
Where public consultation is required, the following timelines will apply:

- a) Notification of public meeting — At least 21 days prior to public meeting.
- b) Written public comments — To be sent to the proponent up to 30 days after the public meeting.
- c) Written response — the *proponent* must acknowledge the receipt of all public comments and provide a written response to all *reasonable and relevant concerns* within 30 days of receiving public comments.
- d) Feedback — the public has an additional 21 days to respond back to the *proponent*.

7.3 Concluding the Public Consultation

Upon completion of the public consultation process, the *proponent* shall provide the City with:

- a) Record of names, addresses and phone numbers of public meeting attendees.
- b) Minutes of the public meeting identifying issues and concerns rose at the meeting.
- c) Copies of all written comments received, and the written responses.



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8.0 LOCATION AND DESIGN CRITERIA

8.1 Locational Criteria

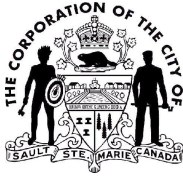
In determining an appropriate site for a new *telecommunication tower facility*, the *proponent* should consider the following principles:

1. Sites should be selected to minimize the total number of telecommunication towers required. *Co-location* and locations on existing structures or buildings are strongly encouraged.
2. New towers are strongly discouraged within 120 meters of any *residential zone* boundary. Where a tower is proposed within these locations, a detailed rationale is required.
3. The preferred location of new *telecommunication tower facilities* is in industrial areas, rural areas and utility corridors, whenever possible and technically feasible.
4. New towers are strongly discouraged from locating within or adjacent to *natural heritage features* or areas or upon lands with *significant constraints or hazards*, as identified in Sault Ste. Marie's Official Plan as amended.
5. New *telecommunication tower facilities* are discouraged from locating in areas of topographic prominence or in a manner that would impact a significant view or vista.

8.2 Design Criteria

The following guidelines should be taken into consideration when designing new *telecommunication tower facilities*.

1. The design of the tower and accessory structures should be sympathetic to the surrounding architecture and attempt to



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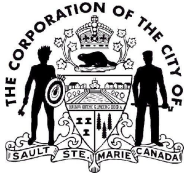
reduce the scale and visual impact of the *telecommunication tower facility*.

2. The natural landscape of a site should be protected at all times. The planting of trees and shrubs at the tower site is encouraged to enhance the surrounding character.
3. Stealth design techniques and streamline structures should be used in the design of a new telecommunication tower. Monopole or stealth design techniques are the preferred option for any new *telecommunication tower facility* which must be located within 120 meters of a residential zone.
4. Wherever feasible, towers should be sited in a manner that maximizes setbacks from the property lines of the lot in which the tower is situated. It is the Municipality's preference that at a minimum, towers be setback from the property lines a distance that is equal to or greater than the overall height of the tower.

9.0 GENERAL INFORMATION

General question or enquiries about the policy shall be directed to:

Sault Ste. Marie Planning Division
99 Foster Drive, Level 5
Sault Ste. Marie, ON
P6A 5X6
Ph: 705-759-5368
Fax: 705-541-7165



INFORMATION MANUAL

E-III-1

Subject: DRAFT TELECOMMUNICATION POLICY

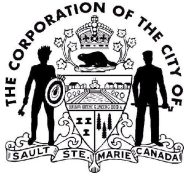
Department/Division: Engineering and Planning – Planning Division

Source: Planning Director – Planning Division

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Schedule A Telecommunication Tower Application Fee -- \$500.00



INFORMATION MANUAL

E-III-1

Subject: **DRAFT TELECOMMUNICATION POLICY**

Department/Division: Engineering and Planning – Planning Division

Source: Planning Director – Planning Division

Date: 2015 07 22

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Schedule B

Complete Application Form



COUNCIL REPORT

September 28, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Victoria Prouse, Planning Coordinator: Downtown Development Initiative

DEPARTMENT: Engineering and Planning Department

RE: Bike Rack Sponsorship Program

PURPOSE

The purpose of this report is to provide information about and request approval for the Bike Rack Sponsorship Program (BRSP).

BACKGROUND

Enhancing the quality and quantity of active transportation supportive infrastructure throughout the city makes cycling a more attractive option for both recreational and utilitarian travel.

Similar to the Commemorative Bench Program administered by the Community Services Department, the BRSP will encourage community businesses, organizations, and residents to sponsor the installation of a bike rack.

The program will provide mutual benefits to the city residents, and local businesses. The program allows businesses and individuals to sponsor the manufacturing and installation of a uniquely designed bicycle rack in the downtown core or along the John Rowswell Hub Trail at select locations on public property. Sponsors may choose from a selection of rack styles (see attached catalogue) and may personalize an engraving on the rack.

Development of the BRSP incorporates feedback from Sault Trails Advocacy Committee, as well as other municipalities and organizations currently facilitating bike rack sponsorship initiatives. The Department of Public Works and Transportation are currently installing 8 pilot bike racks along Queen Street, funding for which was provided by Algoma Public Health.

The Program will support various objectives articulated in the following policy documents. It is also part of a downtown streetscaping and public art program.

The 2013 Draft Official Plan Comprehensive Review encourages the development of bicycle routes and facilities as well as supports the incorporation of bicycle parking facilities as sustainable design elements throughout the municipality. This objective is reinforced in the Sustainable Site Plan Guidelines which highlights the provision of bicycle parking.

The Cycling Master Plan identifies the goal of encouraging safe cycling and increasing uptake of cycling. Increasing the availability of bike parking will make it easier for individuals to use cycling for non-recreational trips such as running errands involving short distance travel.

The John Rowswell Hub Trail Design Study identifies Queen Street as a secondary destination targeted by the Hub Trail. It also identifies the objective of using the Hub Trail to increase rates of both recreational and utilitarian cyclists across the city. The study stresses the importance of public private partnerships in maximizing the Hub Trail's potential benefits.

ANALYSIS

Increasing the accessibility of bikes to retail and services will benefit local business owners, support downtown revitalization, and encourage bicycle-related tourism.

Bicycle rack sponsorship programs are being adopted as an innovative funding mechanism to obtain high quality public infrastructure while also serving the needs of property owners along cycling thoroughfares. The "Bike Racks for Business" Program in Thunder Bay has experienced good uptake, with businesses purchasing around 40 racks per year since the program began four years ago.

IMPACT

Sponsors will pay a total of \$900 plus HST, which will cover the manufacturing and installation costs of the rack. The City will be responsible for rack installation and maintenance to be paid from the Hub Trail Maintenance Account. The City will provide at 10 year warranty for damages to each rack.

Bike racks will be designed and manufactured taking into account the Queen Street Urban Design Guidelines. Attention will be focused on ensuring they are contiguous with and enhance the character of Queen Street.

STRATEGIC PLAN

The City of Sault Ste. Marie Corporate Strategic Plan, Strategic Direction 3: Enhancing Quality of Life, Objective 3A – Recreational/Cultural Infrastructure – identifies implementing the Cycling Master Plan and additional Hub Trail construction (as part of future construction) as priorities. The Bike Rack Sponsorship Program will enhance existing locations on the Hub Trail and encourage bike enthusiasts to stop in the downtown.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planning Division dated 2015 08 10, concerning the Bike Rack Sponsorship Program be accepted and, that the BRSP policy attached to this report be approved.

Respectfully submitted,



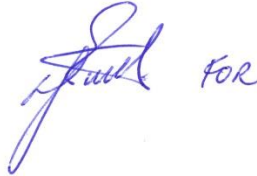
Victoria Prouse, MPI
Planning Coordinator
Development Initiative

Recommended for approval



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,



Jerry Dolcetti, RPP
Commissioner Engineering & Planning

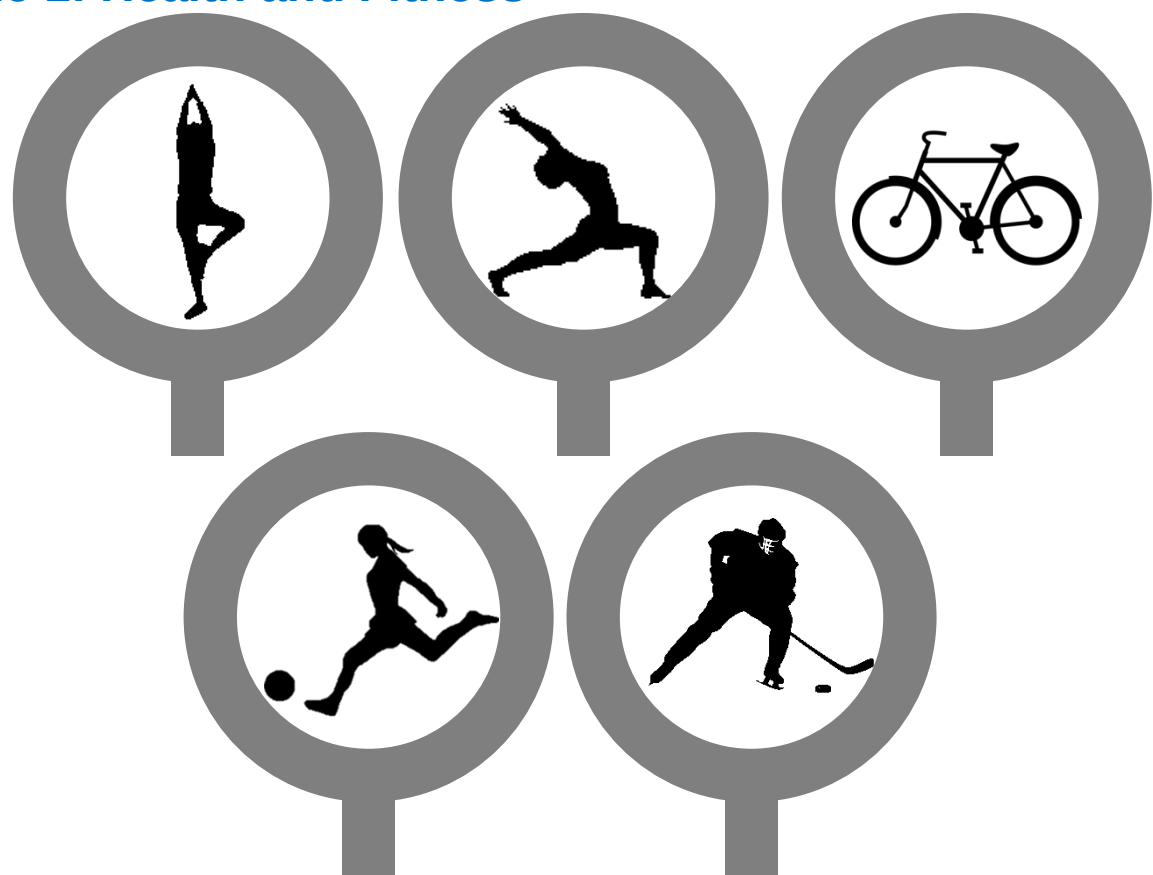
VP

Attach.

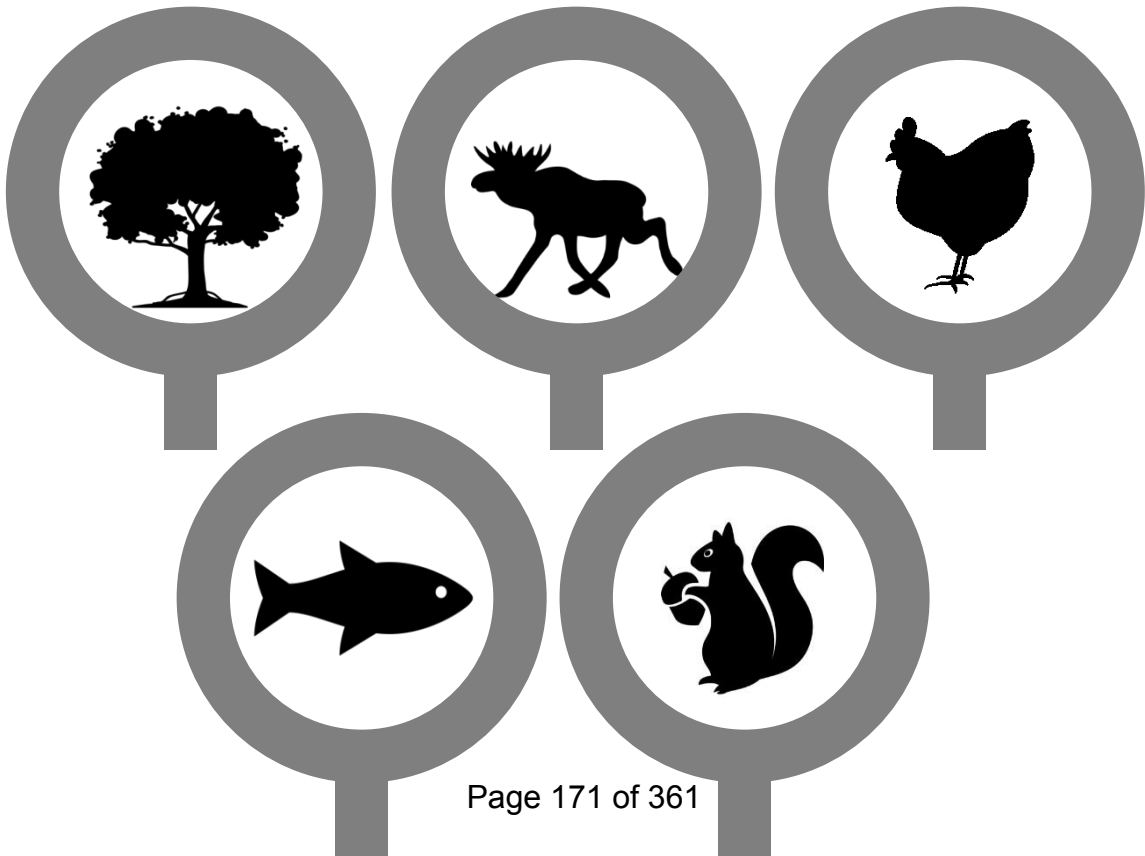
City of Sault Ste. Marie Bike Rack Sponsorship Program

Theme Catalogue

Theme 1: Health and Fitness



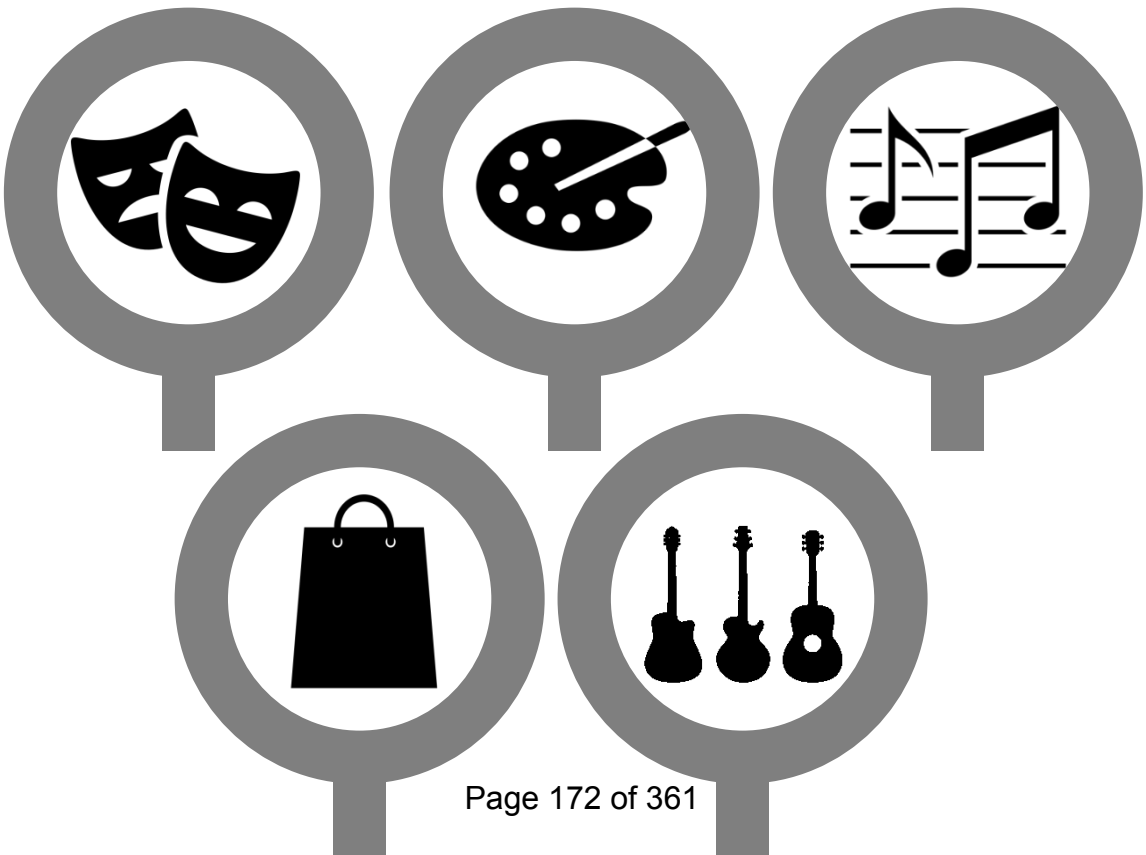
Theme 2: Nature and Wildlife



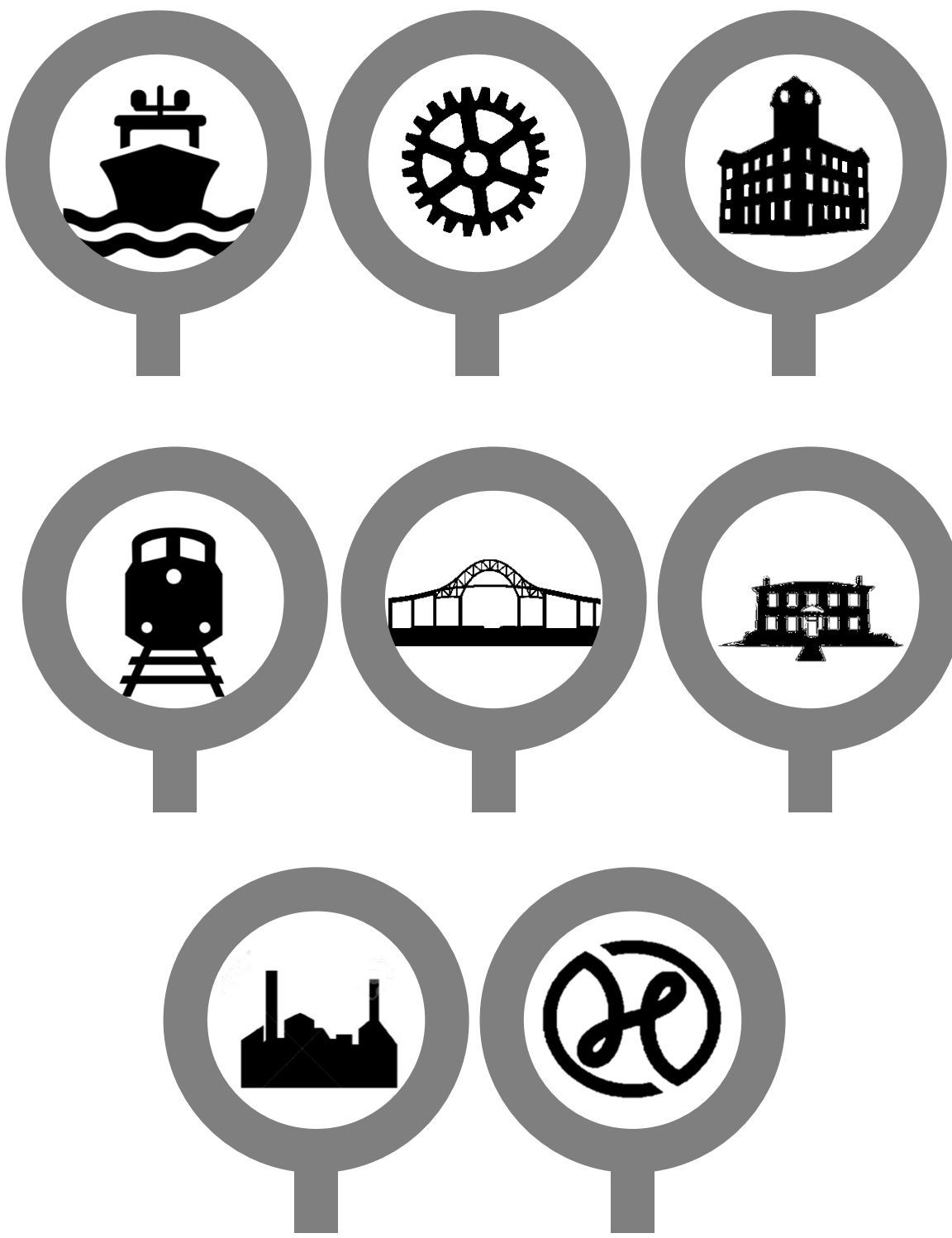
Theme 3: Food and Beverage



Theme 4: Arts and Leisure



Theme 5: Sault Ste. Marie





INFORMATION MANUAL
Bicycle Rack Sponsorship Program
Planning Division
September 28 2015

PURPOSE This document outlines Bicycle Rack Sponsorship Program guidelines.

OVERVIEW The Bicycle Rack Sponsorship Program enables Sault Ste. Marie businesses, residents, and organizations to sponsor the installation of bicycle racks on City owned property. A personalized message will be engraved on the bike rack.

BICYCLE RACK LOCATIONS Bicycle racks may be installed on City property throughout the downtown and at select locations along the John Rowswell Hub Trail. The location is subject to land availability. Bicycle racks installed on City property must be located where the pedestrian right of way is wide enough to avoid conflict between cyclists and pedestrians. The location shall be mutually agreed upon by the sponsor and City staff.

RACK STYLES Bike racks possess a ring and post (as shown in picture below). Sponsors are able to choose from several unique designs for inside the ring. Appendix I shows each potential inset design option.
Note: Final design of bike rack may be slightly different from the illustrated version in the catalogue due to manufacturing requirements.



Pilot bike racks with toonie and Soo Greyhounds logo financed by Algoma Public Health

APPLICATION FORM

Individuals, property owners, or organizations interested in sponsoring a bicycle rack must complete the Bicycle Rack Sponsorship Program Application Form and return it to the Planning Division. Each application must include the following:

- Name of applicant/corporation/organization
- Address, telephone number, email address
- Style of bicycle rack selected
- Personalized message that will appear on the plaque
- \$50 non-refundable deposit which will be credited towards the overall sponsorship fee of \$900 + HST

PROCESS

Once the application is complete:

1. A site visit is scheduled to determine an appropriate location for the bicycle rack.
2. Sponsor submits message for engraving (maximum 100 characters).
3. The bicycle rack and plaque are ordered.
4. Sponsors are provided with a proof of the plaque to review.
5. Bicycle rack is installed at desired location.
6. Outstanding payment of \$850 is made.

ADDITIONAL PROGRAM DETAILS

- The location of the bicycle rack is subject to approval by both the Planning Division and the Department of Public Works and Transportation.
- The sponsorship lasts for ten years, during which the City will maintain the bicycle rack.
- The City reserves the right to relocate the bicycle rack if necessary. If infrastructure changes require the rack's removal, the City will endeavor to replace the item within a reasonable proximity to its original location. If this is not possible, the City reserves the right to move the rack to another location.
- Bicycle rack purchase and installation costs are based on current development standards and are subject to regular review.
- The City reserves the right to disallow select plaque wording if deemed inappropriate.
- Advertisements and company logos are prohibited on sponsor plaque.
- Sponsorships on City property are tax deductible.



COUNCIL REPORT

September 28, 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 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:

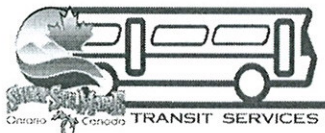
By-law 2015-166 appears elsewhere on the Agenda and is recommended for approval.

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 09 04

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, being a by-law to appoint Municipal Law Enforcement officers for the issuing of parking infractions on private property.

Schedule "A" of this by-law lists all officers that are eligible to issue tickets. The following individuals have applied to be a Municipal Law Enforcement Officers in regards to parking and have been approved by the Police Services and the Parking Section for this position.

<u>NO.</u>	<u>NAME</u>	<u>EMPLOYER</u>	<u>PROP. LOCATION</u>
646	Goertz, Abby	City of Sault Ste Marie	John Rhodes/ Essar Centre/Northern Community Centre
647	Dafoe, Trudy	NorthEast Security	S.College/A.University/Essar Centre/ GHC/Cambrian Mall/Tenaris/John Rhodes/QE Sports Complex
648	Elwgren, Stephen	NorPro Security	Regent Prop/Davey Home/GHC/ Queenscentre/Huron St. Prop./ Elgin Tower/APH/566 Queen St./ Strathlcair Park& dog area/John Rhodes QE Sports Complex
649	Graham, Steven	Fengate Property	248 Northern Ave
650	Lang, Richard	G4S Secure	Sault Airport/Hospital

Would you please amend By-law 96-15 with the new attached Schedule "A".

Thank you.

Yours truly,

Don Scott
Manager of 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	TRAVSON, 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	TAARVEL, 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	POYNTER, 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	CONEYBEARE, 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 RETIREMEI	760 NORTHERN RD.
487	ROUGEAU, MARISA	GT.NORTHERN RETIREMEI	760 NORTHERN RD.
488	LEFLEUR, MARILYN	GT.NORTHERN RETIREMEI	760 NORTHERN RD.
489	MCQUEEN, WANDA	GT.NORTHERN RETIREMEI	760 NORTHERN RD.
490	LUXTON, JEFF	GT.NORTHERN RETIREMEI	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 PARK&DOG AREA/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 HARDWARE	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/MCKENNA CENTRE/NORTHERN COMMUNITY CENTRE
622	PROULX, PATRICK		CITY OF SAULT STE MARIE JOHN RHODES/ESSAR CENTRE/MCKENNA CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON, BENJAMIN		CITY OF SAULT STE MARIE JOHN RHODES/ESSAR CENTRE/MCKENNA CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHAILIUK, JASON		CITY OF SAULT STE MARIE JOHN RHODES/ESSAR CENTRE/MCKENNA 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
644	SANTA MARIE, ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKENNA CENTRE/NORTHERN COMMUNITY CENTRE
645	RANDALL, JOSEPH	G4S SECURITY	SAULT AIRPORT / HOSPITAL
646	GOERTZ, ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKENNA CENTRE/NORTHERN COMMUNITY CENTRE
647	DAFOE, TRUDY	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
648	ELWGREN, STEPHEN	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
649	GRAHAM, STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG, RICHARD	G4S SECURITY	SAULT AIRPORT / HOSPITAL



COUNCIL REPORT

September 28, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeff Barban, Manager of Housing Programs

DEPARTMENT: Social Services Department

RE: Homelessness Partnering Strategy Coordinated Point-in-Time (PiT) Count Application

PURPOSE

The Corporation of the City of Sault Ste. Marie is the “Community Entity” under the federal Homelessness Partnering Strategy. On July 15, 2015 The City of was invited to participate in the Homelessness Partnering Strategy Coordinated Point-in-Time (PiT) Count. The City is eligible for \$32,000.00 in funding to plan and conduct the homelessness PiT count.

BACKGROUND

Since 2002 the Social Services Department has been the Community Entity for the Federal Homelessness Initiative. The Department holds the responsibility of accessing and administering the federal funding, as well as aiding in the development, implementation, and support of services and programs for the homeless and those at risk of homelessness.

The resolution passed by Council on March 5, 2015, approved the Social Services Department to continue in the role as the Community Entity under the Homelessness Partnering Strategy (HPS) until March 2019.

ANALYSIS

A PiT Count of homelessness has two primary purposes:

- 1 **A count of people experiencing homelessness.** It is intended to identify how many people in our community experience homelessness, both in shelters and on the streets, at any given time. Conducted over several years, PiT counts can be used by the community to track progress in reducing homelessness.
- 2 **A survey of the homelessness population.** Through an accompanying survey, the count gives the community information on

the demographics and service needs of their homeless population. This information can be used to deploy community resources to where they are most needed.

The information gathered would assist the Social Services Department in determining the measuring outcomes and the strategic directions of the District of Sault Ste. Marie Social Service Administration Board's 10 year Housing and Homelessness plan.

The PiT Count project requires the following deliverables:

1. December 7, 2015 an interim report including methodology, sampling technique, implementation plan and budget;
2. A PiT count be conducted within the first 60 days of 2016 following the core standards as outlined in the Guide to Point-in-time Counts in Canada;
3. June 30, 2016: A final report including analysis of the findings, best practices and challenges during implementation, and actual project costs;
4. June 30, 2016: Raw anonymous demographic data entered into the PiT Count HIFIS technology system.

These deliverables are attainable with the funding provided by the federal government.

IMPACT

The project is designed to have participating communities across Canada use similar methodologies and similar questions in administering a PiT count. The count is to be conducted around the same time of year across Canada, with the assumption that a national picture of homelessness will emerge.

There is no impact on the city budget as the PiT count is funded by the federal government.

STRATEGIC PLAN

Although not specifically identified, this is linked to Commitment to citizens and community under our Corporate Values.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That City Council apply for and enter in agreement with Department of Employment and Social Development Canada to secure funding to administer a PiT count in the community.

The relevant By-law 2015-180 approving execution of an application for funding is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Homelessness Partnering Strategy Coordinated Point-in-Time (PiT) Count
Application
2015 09 28
Page 3.

The relevant By-law 2015-181 approving execution of a data provision agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Employment and Social Development Canada is listed under item 11 of the Agenda and will be read with all by-laws under that item

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'J. Barban', with a long horizontal flourish extending to the right.

Jeff Barban
Housing Programs Manager

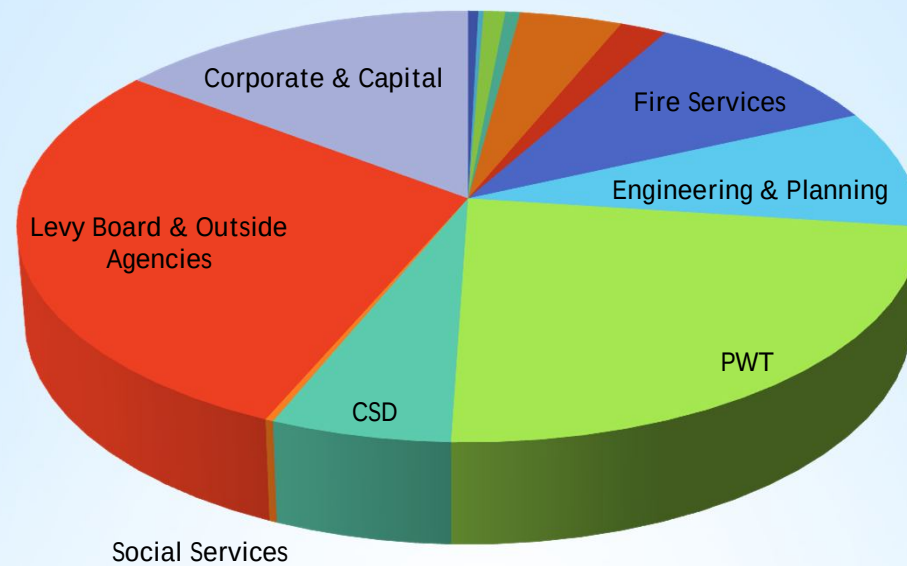
*SPENDING REVIEW

CITY OF SAULT STE MARIE
FINANCE DEPARTMENT

SEPT. 28, 2015

CHIEF ADMINISTRATIVE OFFICER
CLERK'S DEPARTMENT
COMMUNITY SERVICES DEPARTMENT
ENGINEERING AND PLANNING
FINANCE
FIRE SERVICES
HUMAN RESOURCES
LEGAL
PUBLIC WORKS AND TRANSPORTATION
SOCIAL SERVICES
OTHER BOARDS (includes Police Services Board)

 **CITY DEPARTMENTS**



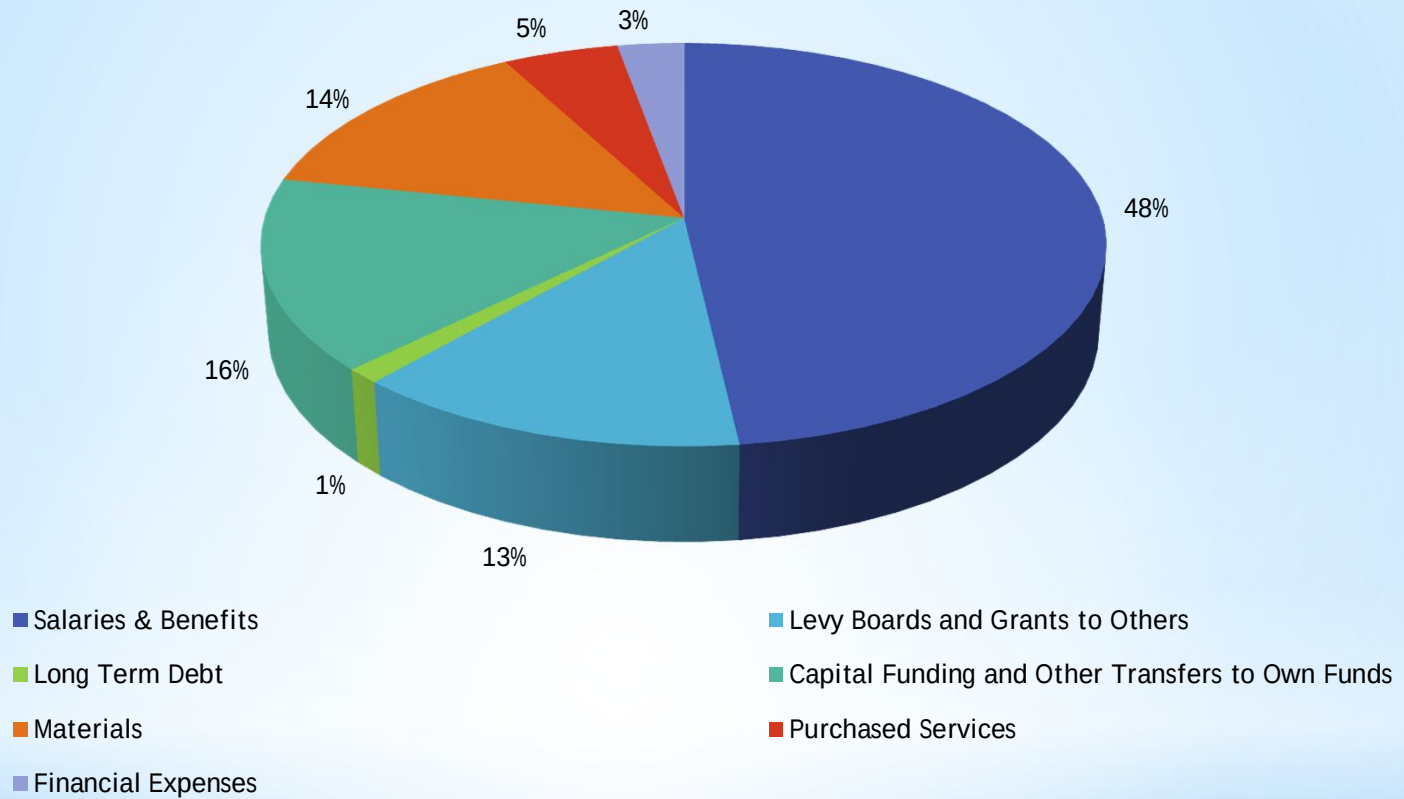
■ Mayor and Council
 ■ Finance
 ■ PWT
 ■ Corporate & Capital

■ CAO
 ■ Legal
 ■ CSD

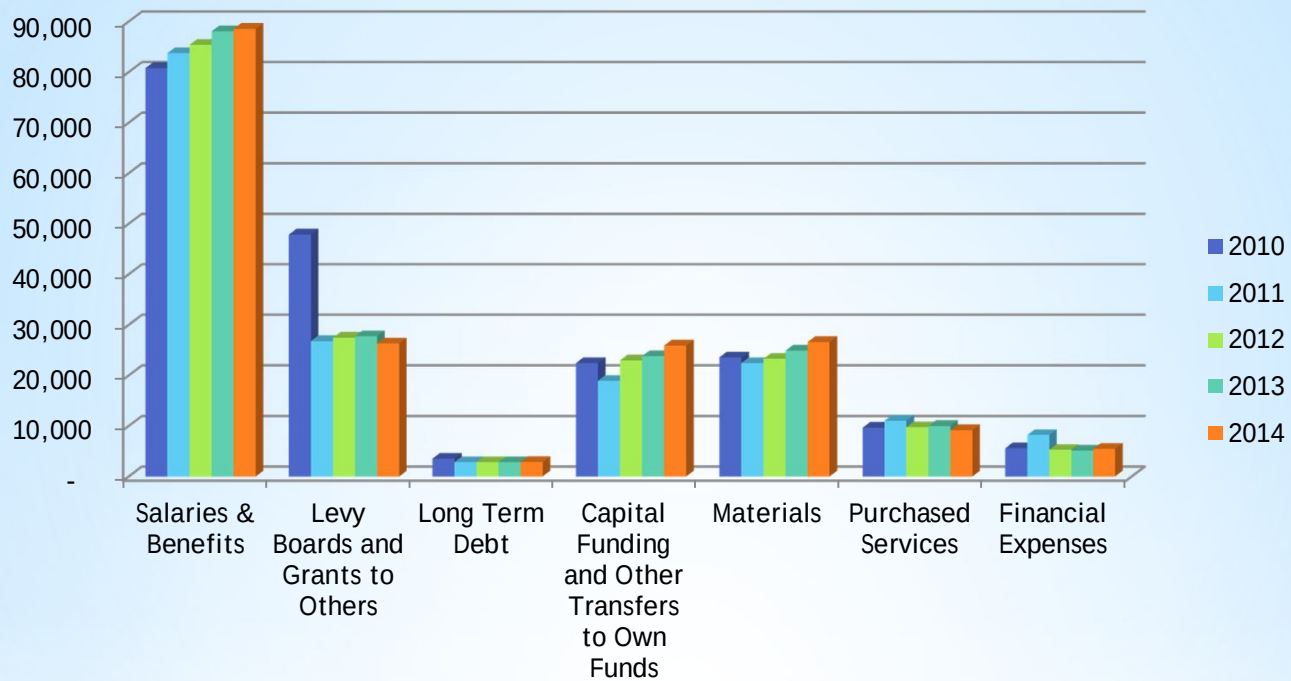
■ Human Resources
 ■ Fire Services
 ■ Social Services

■ Clerks
 ■ Engineering & Planning
 ■ Levy Board & Outside Agencies

* 2015 BUDGET BY DEPARTMENT



*2015 BUDGET



* FIVE YEAR TREND
ACTUALS 2010 TO 2014

- * Capital Budget: Approximately \$27 million for 2015 and 2016
 - * Engineering & Planning: \$18.4 million
 - * PWT: \$3.7 million, 50% for equipment replacement
 - * Fire Service: \$1.9 million, 30% for equipment replacement

* OVERVIEW

- * Levy Boards & Grants to Others \$51.4 million:
 - * Polices Services Board \$25.5 million, approximately 50%
 - * DSSAB \$16.4 million, approximately 32%
 - * Algoma Public Health \$2.3 million
 - * Library Board \$2.8 million
 - * Conservation Authority \$324,000
 - * Economic Development Corporation \$1.6 million plus \$500,000 annual allocation to City Economic Development Fund
 - * Innovation Centre \$278,000
 - * Various grants to outside agencies, cultural grants and sport grants \$1.3 million

* **OVERVIEW**

- * Long Term Debt:
 - * Estimated at \$9.0 million December, 2015
 - * Principal and interest payments less than \$1.5 million annually
 - * By December 2019 \$3.4 million outstanding
- * Possible future debt requirements
 - * McMeeken arena replacement
 - * Asset Management Plan funding priority projects for next 5 years
 - * Debt servicing funded through asset management plan

* OVERVIEW

FINANCE

ADMINISTRATION

Oversees all financial policy, planning and reporting

ACCOUNTING

Day to day financial operations, including Payroll

INFORMATION TECHNOLOGY

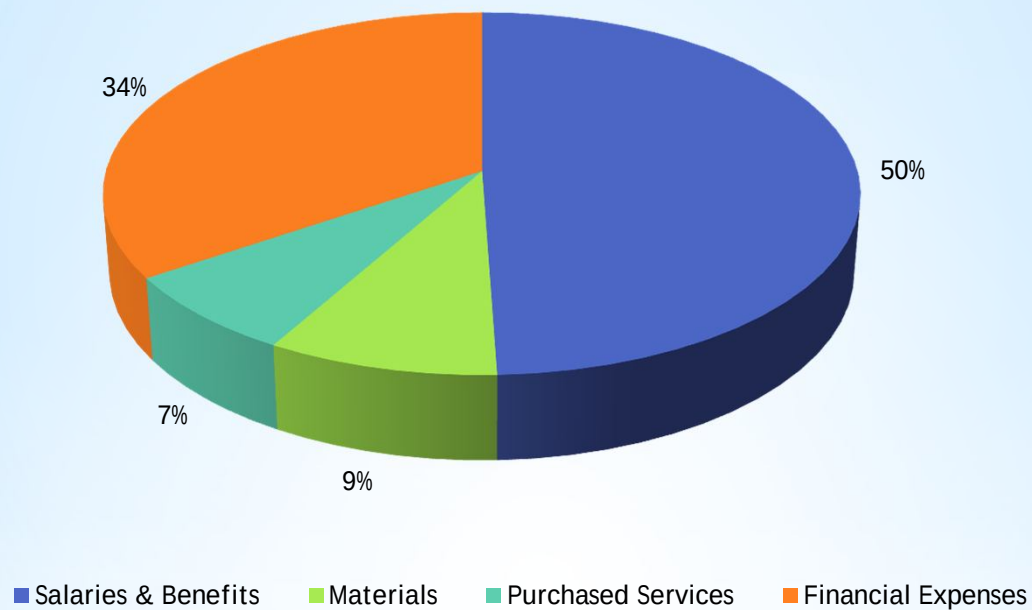
Manages all corporate computer services

PURCHASING

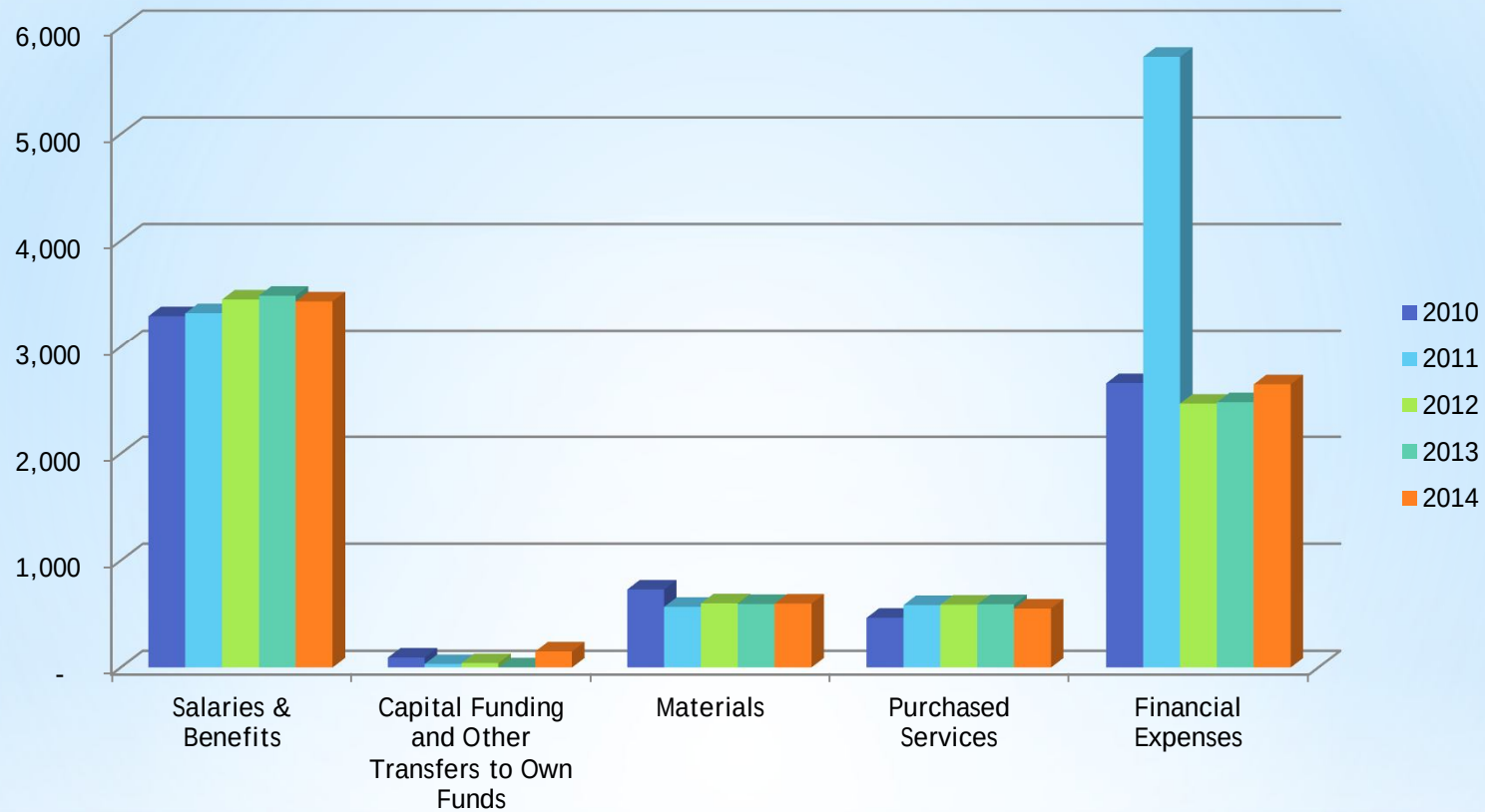
Procurement for all departments and oversees adherence to Purchasing and Procurement Policy

TAX

Property taxation and collection



*2015 BUDGET



* FIVE YEAR TREND ACTUALS 2010 TO 2014

- * 2015 Capital Budget: Information Technology Disaster Recovery Plan-Phase 2
- * User Fees: No changes to fee levels anticipated for 2016
- * Service Reductions/Expansions: Finance restructuring plan put in place for 2016. Decrease to employee complement to be reviewed and finalized for 2017. Potential decrease of approximately \$100,000.

* OVERVIEW

- * Other: Uncontrollable Costs

- * Tax write offs and refunds

- * Account for 34% of Finance Department budget

- * Current budget of \$2.5 million can fluctuate depending on assessment appeals.

* OVERVIEW

City of Sault Ste Marie
CURRENT FUND
For the Eight Months Ending August 31, 2015

	AUGUST	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2014 Actual	2014 Actual
FISCAL YEAR REMAINING% :					33%	YTD TO: August	Year
REVENUE							
Taxation	(\$1,580,595.33)	(\$104,513,551.10)	(104,478,366.00)	35,185.10	(0.03%)	(103,533,399.90)	(102,652,835.98)
Payment in Lieu of taxes	(277,080.13)	(2,934,730.43)	(\$4,325,515.00)	(\$1,390,784.57)	32.15%	(\$4,209,331.20)	(\$4,345,785.80)
Fees and user charges	(3,604,323.95)	(25,629,504.63)	(\$48,236,912.00)	(\$22,607,407.37)	46.87%	(\$25,874,125.59)	(\$45,644,470.48)
Government grants	(76,198.70)	(13,641,216.32)	(\$19,774,255.00)	(\$6,133,038.68)	31.02%	(\$14,201,399.87)	(\$21,214,914.15)
Interest and Investment income	(292,549.27)	(3,164,727.39)	(\$4,305,000.00)	(\$1,140,272.61)	26.49%	(\$3,232,290.42)	(\$6,198,718.05)
Contribution from own funds		(61,544.40)	(\$830,824.00)	(\$769,279.60)	92.59%	(\$270,927.70)	(\$2,092,229.36)
Other income	(26,807.63)	(1,266,543.19)	(\$1,455,705.00)	(\$189,161.81)	12.99%	(\$877,681.30)	(\$2,640,318.71)
Prior year surplus			(\$3,516,847.00)	(\$3,516,847.00)	100.00%	(\$3,620,054.00)	(\$3,620,054.00)
	(5,857,555.01)	(151,211,817.46)	(\$186,923,424.00)	(\$35,711,606.54)	19.10%	(\$155,819,209.98)	(\$188,409,326.53)
EXPENDITURES							
Salaries	8,565,730.48	47,361,331.78	\$71,029,841.00	\$23,668,509.22	33.32%	\$46,773,760.80	\$70,642,180.65
Benefits	1,711,671.02	12,090,111.28	\$18,999,284.00	\$6,909,172.72	36.37%	\$12,167,997.22	\$17,902,397.14
TOTAL SALARIES/BENEFITS	10,277,401.50	59,451,443.06	\$90,029,125.00	\$30,577,681.94	33.96%	\$58,941,758.02	\$88,544,577.79
Travel and training	35,706.76	364,498.32	\$873,495.00	\$508,996.68	58.27%	\$374,247.52	\$532,948.51
Election			\$0.00	\$0.00		\$75.00	\$13,110.94
Vehicle allowance, maintenance and repairs	311,116.08	2,880,524.78	\$3,747,807.00	\$867,282.22	23.14%	\$2,886,274.49	\$4,392,509.63
Utilities and Fuel	827,566.37	6,004,551.44	\$10,664,934.00	\$4,660,382.56	43.70%	\$6,270,387.93	\$10,675,236.89
Materials and supplies	481,722.18	3,851,700.63	\$6,899,073.00	\$3,047,372.37	44.17%	\$4,132,757.59	\$7,430,666.17
Maintenance and repairs	152,832.05	1,721,061.87	\$2,472,665.00	\$751,603.13	30.40%	\$1,591,297.09	\$2,408,670.15
Program expenses	18,151.72	64,157.93	\$121,200.00	\$57,042.07	47.06%	\$43,738.38	\$198,443.00
Goods for resale	33,918.20	341,940.21	\$637,375.00	\$295,434.79	46.35%	\$342,662.04	\$576,442.75
Rents and leases	43,867.03	299,733.19	\$499,386.00	\$199,652.81	39.98%	\$374,394.56	\$477,370.43
Taxes and licenses	(27,378.08)	1,838,070.69	\$2,277,820.00	\$439,749.31	19.31%	\$1,532,745.69	\$2,241,178.54
Financial expenses	40,065.12	1,443,615.70	\$2,612,815.00	\$1,169,199.30	44.75%	\$4,416,356.60	\$2,764,984.12
Purchased and contracted services	946,779.67	5,015,891.72	\$9,366,340.00	\$4,350,448.28	46.45%	\$5,440,663.24	\$9,159,294.06
Grants to others	234,215.81	18,933,690.81	\$25,061,086.00	\$6,127,395.19	24.45%	\$19,877,521.04	\$26,328,163.97
Long term debt	5,921.73	1,127,760.68	\$2,230,331.00	\$1,102,570.32	49.44%	\$2,271,705.01	\$2,877,272.81
Transfer to own funds	111,235.84	925,096.60	\$28,834,292.00	\$27,909,195.40	96.79%	\$11,797,889.70	\$25,899,538.99
Capital expense	42,349.96	528,208.87	\$815,810.00	\$287,601.13	35.25%	\$613,849.07	\$963,582.98
Depreciation			\$0.00	\$0.00		\$0.00	\$15,625,216.04
Gain/Loss on Disposal of Capital Assets			\$0.00	\$0.00		\$0.00	(\$262,134.47)
Clearing accounts		15.18	\$0.00	(\$15.18)		\$0.00	\$0.00
Less: recoverable costs	(65,860.81)	(250,055.06)	(\$220,130.00)	\$29,925.06	(13.59%)	(\$270,250.16)	(\$591,511.80)
TOTAL OTHER EXPENSES	3,192,209.63	45,090,463.56	\$96,894,299.00	\$51,803,835.44	53.46%	\$61,696,314.79	\$111,710,983.71
	13,469,611.13	104,541,906.62	\$186,923,424.00	\$82,381,517.38	44.07%	\$120,638,072.81	\$200,255,561.50
NET (REVENUE)/EXPENDITURE	7,612,056.12	(46,669,910.84)	\$0.00	\$46,669,910.84		(\$35,181,137.17)	\$11,846,234.97

Taxation: Annual tax levy reflected in revenue. No material changes expected to year end
Transfer to Own Funds: Budgeted transfers not yet recorded. No material variance estimated.

City of Sault Ste Marie
FINANCE DEPARTMENT
For the Eight Months Ending August 31, 2015

	AUGUST	YTD Actual	YTD Budget	Variance	Percentage Budget-Rem	2014 Actual	2014 Actual
FISCAL YEAR REMAINING% :					33%	YTD TO: August	Year
REVENUE							
Fees and user charges	(\$1,844.00)	(\$231,934.22)	(\$280,625.00)	(\$48,690.78)	17.35%	(\$208,157.66)	(\$262,278.26)
Government grants			\$0.00	\$0.00		\$0.00	(\$127,160.00)
Contribution from own funds			\$0.00	\$0.00		\$0.00	(\$39,921.73)
Other income	(9,710.50)	(71,704.71)	(\$93,085.00)	(\$21,380.29)	22.97%	(\$67,700.82)	(\$97,229.88)
	(11,554.50)	(303,638.93)	(\$373,710.00)	(\$70,071.07)	18.75%	(\$275,858.48)	(\$526,589.87)
	=====	=====	=====	=====	=====	=====	=====
EXPENDITURES							
Salaries	344,459.06	1,855,658.74	\$2,910,810.00	\$1,055,151.26	36.25%	\$1,848,915.44	\$2,747,387.61
Benefits	73,188.53	472,412.63	\$769,265.00	\$296,852.37	38.59%	\$483,517.39	\$684,727.22
TOTAL SALARIES/BENEFITS	417,647.59	2,328,071.37	\$3,680,075.00	\$1,352,003.63	36.74%	\$2,332,432.83	\$3,432,114.83
Travel and training	500.00	5,520.80	\$13,800.00	\$8,279.20	59.99%	\$8,682.09	\$11,505.20
Vehicle allowance, maintenance and repairs		279.75	\$1,250.00	\$970.25	77.62%	\$198.22	\$389.68
Materials and supplies	11,117.66	139,317.59	\$17,205.00	(\$122,112.59)	(709.75%)	(\$33,544.37)	(\$3,019.39)
Maintenance and repairs	27,344.11	412,784.28	\$492,815.00	\$80,030.72	16.24%	\$389,595.14	\$485,278.50
Financial expenses	35,514.61	1,399,048.66	\$2,563,120.00	\$1,164,071.34	45.42%	\$4,358,128.00	\$2,647,536.88
Purchased and contracted services	37,496.06	281,522.95	\$546,380.00	\$264,857.05	48.47%	\$286,976.00	\$551,807.84
Transfer to own funds			\$0.00	\$0.00		\$0.00	\$149,383.49
Capital expense	258.46	55,523.61	\$128,755.00	\$73,231.39	56.88%	\$87,905.17	\$102,873.44
Depreciation			\$0.00	\$0.00		\$0.00	\$416,316.94
TOTAL OTHER EXPENSES	112,230.90	2,293,997.64	\$3,763,325.00	\$1,469,327.36	39.04%	\$5,097,940.25	\$4,362,072.58
	529,878.49	4,622,069.01	\$7,443,400.00	\$2,821,330.99	37.90%	\$7,430,373.08	\$7,794,187.41
	=====	=====	=====	=====	=====	=====	=====
NET (REVENUE)/EXPENDITURE	518,323.99	4,318,430.08	\$7,069,690.00	\$2,751,259.92	38.92%	\$7,154,514.60	\$7,267,597.54

Materials and Supplies: GIS recovery from other departments (\$184,380) not recorded. No material variance estimated to year end



COUNCIL REPORT

September 28, 2015

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Tonazzo, MCIP, RPP, Planner

DEPARTMENT: Engineering and Planning Department

RE: A-17-15-Z.OP-592 Old Goulais Bay Rd.

PURPOSE

The applicants are seeking an Official Plan Amendment and Rezoning of the subject property to legalize the existing contractor's yard.

PROPOSED CHANGE

The applicants, Cynthia & Terry Wright are seeking to amend the Official Plan by way of a notwithstanding clause to the Rural Area policies, as well as a Rezoning of the front (west 300m) of the subject property from "RA" (Rural Area Zone) to "RA.S" (Rural Area Zone with a Special Exception) to permit a contractor's yard on the subject property, in addition to the uses currently permitted.

Subject Property:

- Location – The subject property is located on the east side of Old Goulais Bay Road, approximately 635m north of its intersection with Fourth Line East.
- Size – Approximately 41m (134') frontage by 778m (2552') depth, totalling 3.16ha (7.8acres)
- Present Use – Rural Residential & illegal contractor's yard
- Owner – Cynthia & Terry Wright

BACKGROUND

There have been no rezoning applications upon the subject property. In 2001, a minor variance was granted to reduce the setback requirements for an existing porch attached to the house.

This application is the result of a complaint to the Building Division.

ANALYSIS

Conformity with the Official Plan

There are a number of Official Plan Policies which directly apply to this application.

The subject property is designated 'Rural Area' on Land Use Schedule 'C' of the Official Plan. The 'Rural Area' of the Municipality includes all of the area outside of the Urban Settlement Area. Given this large land mass, the Rural Area is diverse in terms of the land uses and landforms that can be found throughout. The Official Plan notes that *'Rural land uses include agriculture, forestry, extractive uses such as mining, quarrying and aggregate removal, golf courses, riding academies, kennels, cemeteries, approved landfill sites and limited residential development...'* Contractor's Yards are not permitted within the Rural Area Land Use Designation, and therefore an Official Plan Amendment is required.

The subject property is also located within the 'Significant Groundwater Recharge Area' as shown on Natural Constraints Schedule B of the Official Plan. The Significant Groundwater Recharge Area is an area of sand and gravel deposits, located below the 'Shield Line', which is the first outcroppings of exposed bedrock, running in a northeast/southwest direction, roughly from Second Line/Airport Road to Fourth Line/Great Northern Road. The porosity of the sand and gravel in this area allows surface water to quickly percolate down to the city's drinking water aquifer, which provides 50% of the city's drinking water, and nearby private wells. A fuel or chemical spill in this area could potentially contaminate this aquifer. Consequently, there is a number of Official Plan policies aimed at mitigating the risk of contamination. While not prohibitive in nature, these policies aim to mitigate the risk of contamination. More specifically, all heavy equipment parking must be located upon an impervious (paved) surface, and all chemicals and petroleum product storage must be within double walled tanks, located above an impervious surface with 110% catchment. Finally, buildings which are to be utilized for vehicular maintenance and repair must be designed with a sump system that can capture and contain spills. The aforementioned policies are also recognized within the recently approved Sault Ste. Marie Region Source Protection Plan, under the Clean Water Act. Consequently, if Council approves this application, at a minimum, conditions should include a requirement to adhere to the Significant Groundwater Recharge Area policies contained within the Official Plan.

There is a significant ravine and watercourse crossing the rear third of the subject property. The watercourse represents the headwaters of the Fort Creek, and is identified as Fish Habitat on Natural Resources Schedule 'A' of the Official Plan. In this particular case, the applicant is requesting to rezone the front (west) 300m (984') of the subject property. The zone boundary would be at least 100m (328') west of the watercourse, whereas current Official Plan policies indicate

that development proposals within 50m (164') of fish habitat must be accompanied by an environmental assessment.

Portions of the subject property have been identified as having archaeological potential, however based upon a review of historic air photography; the subject property was actively tilled for agricultural purposes. Archaeological Policy 2 notes that *'Archaeological assessments may not be required in areas that have been subject to previous intensive and extensive soil disturbance.'* According to the City's Archaeological Master Plan, local archaeological resources are relatively shallow. Any tilling in association with an agricultural use would negate those resources that may have been present. Consequently, an Archaeological Assessment is not required to support this application.

Comments

The applicants' are seeking Council's approval to legalize the existing contractor's yard, which has been operating from the subject property for the past 6 years. Wright Time Contracting specializes in demolition and snow removal. Referring to the applicants' site plan attached, the majority of the use occurs towards the rear of the property, with equipment stored in 3 existing 'pole barns'. This 'compound area' is located approximately 194m (637') back from Old Goulais Bay Road. The applicants' site plan shows numerous pieces of heavy equipment, including a grader, 2 excavators, 3 loaders and 2 sanders, representing a significantly sized operation within the local context.

From a land use perspective, contractor's yards are treated as industrial uses, and as such the Ministry of the Environment and Climate Change's (MOECC) Minimum Distance Separation (MDS) Guidelines apply. The MDS guidelines are intended to ensure that offsite impacts such as noise, dust, odour and vibrations do not impact nearby sensitive uses, such as residential uses. It is Planning Staff's opinion that this particular contractor's yard can be described as a 'Class II' industrial use, characterized as creating occasional noxious outputs such as noise, dust, odours and vibration. Class II uses tend to include the frequent movement of heavy vehicles, with the majority of movements during the daytime. A minimum distance separation of 70m (230') from lot line to lot line is recommended.

In this particular case, the abutting lot lines on either side of the subject property are occupied by sensitive uses (residential). In terms of noise, dust odour and vibration, the biggest impact to neighbours is the movement of trucks and equipment up and down the driveway. The subject property is only 41m (134') wide. The nearest point of the driveway is 28m (92') from the abutting neighbours dwelling to the south. The abutting neighbours home to the north is approximately 36m (118') away from this driveway. Given the relatively narrow width of the property, and therefore close proximity of neighbours, it would be

very difficult to implement buffering measures that would adequately mitigate off-site impacts such as noise, dust, odour and vibrations.

Based upon the applicant's site plan this is a significantly sized contractor's yard, specializing in demolition and snow removal. Experience has shown that contractor's yards tend to accumulate materials and debris over time. It is noted that during site visits, the property appeared relatively clean. The applicant did indicate that metal sorting does occur on-site, and neighbours have indicated through the attached correspondence that prior to inspection, a great deal of material was taken from the site. The nature of contractor's yards is such that they have outdoor storage compounds that can be unsightly, and not within the character of a rural residential area. One can certainly argue that the potential for storage of debris may be heightened where a contractor specializes in demolition.

This contractor also specializes in snow removal, which tends to occur during the night. This effectively increases the overall impact when trucks and heavy equipment are coming and going from the site at these times.

The character of this area is primarily rural residential. There are two legal contractor's yards located approximately 100m south of the subject property. Both uses were approved by Council, with conditions, in 1993 and 1995. In both cases, Planning Staff recommended against approval.

It is recognized that there exist a number of both legal and illegal contractor's yards throughout the rural area.

The Rural Area of the community is diverse in terms of the land uses and landforms that can be found throughout. One cannot point to a particular area and broadly state that it has the same character of another area. In recognizing this diversity, the Zoning By-law defines three distinct rural zones. Each zone has distinct characteristics and permitted uses. For example, the Rural Extraction Zone (REX) is applied to the sand and gravel deposits below the Shield Line. According to PPS 2014 Policy 2.5.1, *mineral aggregate resources shall be protected for long-term use...* The area near the subject property, north of Fifth Line is zoned Rural Aggregate Extraction Zone (REX) where there exist a number of active gravel pits and quarries, and a number of businesses which cater to supporting these operations. While these businesses may be similar to the applicants', the character of the area north of 5th Line is much different.

From time to time Council is asked to make a decision upon an illegal use that has operated for some time, until either a neighbour or in some cases, a competitor complains. Impacted neighbours often note how at first the use was not an issue, but over time it grew to become unbearable. This appears to be the situation with this application.

Consultation

The following departments/agencies commented on the application as part of the consultation process:

- See attached letters – Building Division, Conservation Authority
- No objections/comments – Engineering Dept., EDC, Municipal Heritage Committee, PWT, Accessibility Advisory Committee, Fire Services, PUC Services

Correspondence from the Building Division indicates several buildings have been erected upon the subject property without the benefit of a permit. Furthermore, the 3 'pole barns' that were built without a permit, and are currently utilized to store equipment, do not adhere to required setbacks.

The Conservation Authority notes that the subject property is within their jurisdiction, and therefore permits are required prior to development or site alteration.

Up to the drafting of this report, a number of letters of objection have been received from neighbours, and are attached to this report. The objections raised generally focus upon nuisance impacts such as noise, dust, odour, and vibration resulting from heavy equipment coming to and from the site. As previously discussed, the applicants' are operating a significantly sized contractor's yard, which from a land use standpoint should be located in an industrial zone. The relatively narrow frontage places the driveway in close proximity to the both abutting neighbours.

Neighbours also expressed a number of environmental concerns. As previously discussed, contamination of the groundwater aquifer is a significant issue. While the applicant notes that all equipment maintenance is completed off-site, neighbours note that vehicles are periodically washed on-site, which could result in run-off consisting of oil and grease residue. One could also argue that with a number of pieces of heavy equipment operating from the site, it is likely that minor maintenance such as topping up oil levels or hydraulic fluid levels occurs on-site.

Neighbours have also indicated that the applicant buries debris throughout the site. Based upon a site visit Planning staff could not confirm widespread landfilling, however a fairly small amount of concrete and bricks are visibly buried within a portion of the ravine. This matter is currently under review by the Sault Ste. Marie Region Conservation Authority.

IMPACT

Approval of this application will not have any significant impacts upon municipal finances.

STRATEGIC PLAN

This application is not linked to any specific policies contained within the Corporate Strategic Plan.

SUMMARY

The applicants' are operating a significantly sized contractor's yard from this relatively narrow, rural residential property. Contractor's yards, especially those utilizing heavy equipment, are industrial uses. The off-site impacts of noise, dust, odour and vibration are not those normally associated with a rural residential area. In addition, the subject property is located upon a groundwater recharge area and as such, there is a potential drinking water contamination risk associated with the use. Having said this, there exist, engineered solutions to mitigate this risk.

Although the site appears to be neat, given the size and scope of the contracting business, experience has shown that over time, debris tends to accumulate, and become unsightly. This too can have a negative impact upon the area.

Given the relatively narrow frontage 41m (134'), and close proximity of abutting neighbours, it would be very difficult to implement measures to reduce off-site impacts.

For these reasons, Planning Staff is unable to support the approval of this application.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the Report of the Planner dated 2015 09 28 be accepted as information and that Council deny the applicants' request to amend the Official Plan and rezone the front (west 300m) of the subject property from "RA" (Rural Area Zone) to "RA.S" (Rural Area Zone with a Special Exception) to permit a contractor's yard on the subject property, in addition to the uses currently permitted.

2015 09 28

Page 7.

Respectfully submitted,



Peter Tonazzo, MCIP, RPP
Planner

Recommended for approval,



Donald B. McConnell, MCIP, RPP
Planning Director

Recommended for approval,

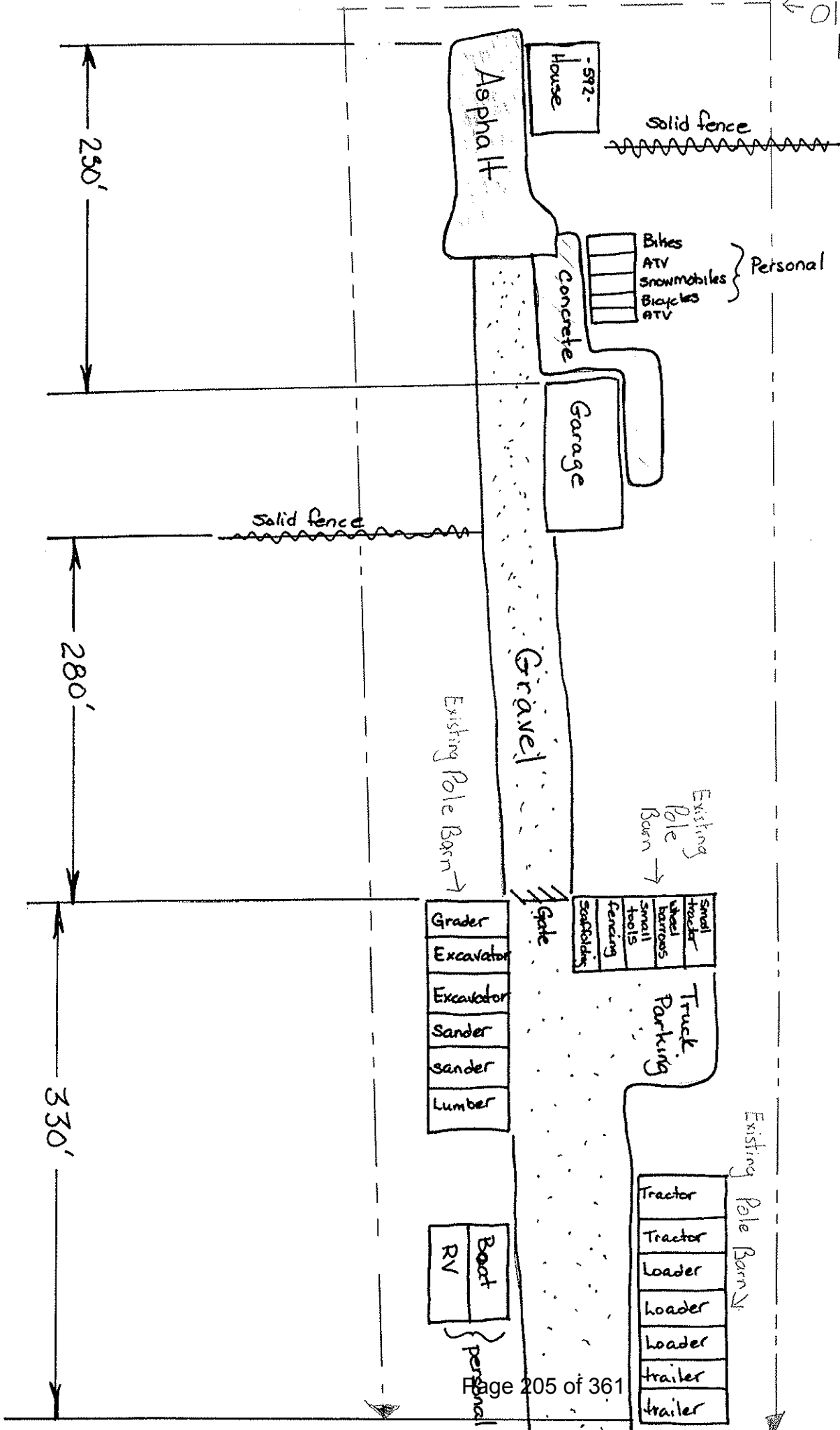


for: Jerry Dolcetti, RPP
Commissioner, Engineering & Planning

PT:ps

Attach.

← Old Goulais Bay →
Rd



Peter Tonazzo

From: Freddie Pozzebon
Sent: Friday, September 18, 2015 3:55 PM
To: Peter Tonazzo
Subject: 592 Old Goulais Bay road

2015 09 18

Re: A-17-15-Z.OP / Request to amendment to the Official Plan & Zoning By-Law

592 Old Goulais Bay Road

There is currently a request for legal action regarding the illegal use of the property as a contractors yards and the parking of commercial vehicles with-in a Rural zone.

Recently an inspection of the property by the area inspector has indicated several buildings have been erected without the benefit of a build permit. A notice will be sent out to the owner to submit the appropriate permit application.

Freddie Pozzebon
Chief Building Official
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie ON P6A 5X6
705 541 7151
f.pozzebon@cityssm.on.ca

Pat Schinners

From: Marlene McKinnon <MMcKinnon@ssmrca.ca>
Sent: Tuesday, September 08, 2015 1:34 PM
To: Pat Schinners
Cc: Anjum Amin; Peter Tonazzo; Rhonda Bateman
Subject: SSMRCA Reponse - A-17-15-Z.OP - 592 Old Goulais Bay Road

September 8, 2015

Donald B. McConnell, MCIP, RPP,
Planning Director
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Conservation Authority Comments:

Application # A-17-15-Z.OP
Cynthia and Terry Wright
592 Old Goulais Bay Road
Sault Ste. Marie

The subject property is located in an area under the jurisdiction of the Conservation Authority with regard to the Ont. Reg.176/06 Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

Any development on the subject property will require a site plan review and may require a permit from our office for the proposed development.

The subject property is under consideration of the Sault Ste. Marie Region Source Protection Plan and will require a review by the Risk Management Official as it is within the Significant Groundwater Recharge Area.

Sincerely,

M. A. McKinnon, CGS
GIS Specialist
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East
Sault Ste. Marie ON P6A 6J8
mmckinnon@ssmrca.ca
www.ssmrca.ca
Phone 705-946-8530
Fax 705-946-8533

Member of Canadian Institute of Geomatics

- 592 Old Counts Bay Rd
Wright Time Contracting
- Sept 10/2015 - Re-Zoning - Industrial

- WE ARE A Direct Neighbour
- Hard to Enjoy our Property - constant Traffic
- Some Days - 24 hrs A Day
- many Different People/Business's
 - Wright Time Contracting
 - Hallow metal
 - ThyssenKrupp Elevator
 - Transport to pick up vehicles - Reps Business
 - Random People - Storage Business.

- Extremely Large Equipment - Huge Loaders
- "Graders"
- Diesel Trucks, Fork Lifts, Trailers, Tractor's, Excavators
- Some Equipment so Large - Spills over House.
- Can't Sleep without Hearing Back up Beepers
Trucks Coming & Going
- Dust Clouds coming into our Kids Play Area

SAYS
HE DOESN'T
WANT
THIS
→
- Worried About our "well" (Drinking water)
- I see them doing mechanical work / Changing
Hydraulic Fluids - Using Big 5 Gallon Buckets
of "Fluid/oil" worried About contamination to
the Ground/Drinking water.

- Worried About the De-Valuation of my
property - Put Approx 275,000 Mortgage on my
House - Will De Value my Property AND I would
be paying on A property not worth my
Mortgage Amount.

②

- Also - other People/companies Dumping on His Property
- Does Demolition For the City of S.S.M.
 - Then Burns Huge Piles of Debris in A Half Buried Commercial Garbage Bin
 - Huge Fires - Thick Black Smoke.
- Many other Debris is Buried throughout his property. - Contaminated Soil?
- Worried About if He sells - what other type of Business could move in to our Residential Neighbourhood.
- Worried about Security to our Property
 - So many people, vehicles, companies, workers coming and going up - down our Property Line
- Terry's yard is very Narrow For what He is Trying to do - Has Built many LARGE Storage Buildings on his property
- We, along with other Neighbours Have Been planting trees to try and Block out this property - But the noise/dust/Equine^{noise} is too large/noisy. Kids can't Enjoy their BACK YARD.
- Worried about How large + noisy it is Now - And He is not legal - To How much more Loud + Noisier He will be when He is legal.

Question - Allowing this Zoning From Rural/Residential to Industrial Has Never Been Allowed Before Right?
- To Allow this now would send a Precedent And a Demolition/Construction Site could End up through out the Area's
Page 209 of 361
????

He says He is going to mention the following people/Business to Help His Case

- myself - Algonquin Dairy Distributors - 580 Old Goulais Bay Rd.
 - I Have a Small Home office where myself And a Secretary Works From 3 days per week = 15 hrs.
 - I pay for a Depot + 2nd office = 285
 - I pay Tim's Trade Centre to park Wilson St.
 - All my Employees Besides Secretary ^{my} ~~Trades~~ Works From Another Address - 285 Wilson St.
- my Parents = 562 Old Goulais Bay Rd.
 - Because they Have Dogs + Breed Dogs.
?? - its only dogs - add "Bark" Here + There?
- Cain Trucking - 559 - Old Goulais Bay Rd.
 - = WAS Grandfathered in = may Have special ~~RULE~~ Rules or exemptions
- 744 Auto - 744 Old Goulais Bay Rd.
 - Now closed up + Gone "Fire"
- Red STAR Electric - on 5th Line = WAS Always a Commercial Building + property
- H.E.T. - Heavy Equip Tech - 998 - Old Goulais Bay Rd.
 - Grandfathered In - ?

Peter Tonazzo

From: Brian Abernot [REDACTED]
Sent: Tuesday, September 08, 2015 4:26 PM
To: Peter Tonazzo
Cc: Steven Shoemaker
Subject: Planning App A-17-15-Z-OP 592 old Goulais Bay Road
Attachments: IMG_0001.jpg; IMG_0002.jpg; IMG_0003.jpg

I would also like to add , my concern about all of the washing of thier heavy Equipment,
Loader,diesel trucks,fork lifts,gradders etc etc
containmanteing the soil/ my drinking water.

Any questions, please contact me at any time

Thank you,
Brian + Kathryn Abernot
580 Old Goulais Bay Road
[REDACTED]
cell [REDACTED]
Home [REDACTED]

Peter Tonazzo

From: Winning Ways <[REDACTED]>
Sent: Monday, September 14, 2015 2:20 PM
To: Peter Tonazzo
Cc: .0 LINDA ABERNOT; .0 KATHRYN jones; .0 Brian Abernot
Subject: Fw: My letter to Peter

REGARDING PLANNING APPLICATION A-17-15-Z-OP
Applicants, Cynthia & Terry Wright
392 OLD GOULAIS BAY ROAD

TO: Peter Tonazzo, Planner:

My husband, Ernest L. Abernot and I, Linda Abernot, are totally against this rezoning request for the following reasons:

Contamination of the wells, ponds and water resevoirs in the area.

Debris is burned and buried, demolition materials from homes and building sites are trucked onto the subject property and are burned and buried. Often debris/building materials are bulldozed over and down the ravine. At the bottom of the raven is a creek; tributary of the Root River, I believe. Beyond the creek are two ponds; one on the subject property and one on my son's property, 580 Old Goulais Bay Road. My grandchildren spent hours viewing tadpoles, birds etc.

Many large industrial machines are serviced, washed, and transported to and from the property at all hours of the day and night on huge flat bed trailers pulled by huge transports. I have seen the washing of huge equipment many of them gathered together for that purpose, with hoses and water draining into the ground within 100' of my neighbours well.

We have lost sleep because of the noise of from trucks, trailers, heavy equipment, including 2 decker car hauler trailers. Repossed vehicles are stored on the property and hauled to and from the property at all hours of the day and night. We can hear the back up beeping of various trucks and equipment from inside our home and in our yard; again at all hours of the day and night. Sunday, Sept. 13 there was a constant stream of trucks, trailers, haulers back and forth from the subject property beginning in early in the am and continuing all day and into the evening. Sunday is not a day of quiet rest for us. We have lost our right to quiet enjoyment of our property.

There are numerous large rusted metal storage sheds on the property that provide storage for a multitude of boats, etc. to the general public; again more traffic.

I believe it is not fair or right that people do not get proper zoning and permits for their commercial endeavours i.e. building demolition, car repo business, public storage business. My husband and I and the rest of Sault Ste. Marie will have to pay more than their fair share of taxes to make up for those people that do not get proper zoning and permits and are, therefore, taxed as rural when they are in fact commercial/industrial. This is unfair to commerical businesses that pay their taxes and

run their business in areas that permit such commercial activities. This is unfair competition for those businesses that have not gotten zoning and permits as required.

Our home and property will decrease in value dramatically if this zoning application is approved.

I would like to respectfully ask the Mayor and council who will be voting on this application the following:

'How would you like to have an industrial yard with activities as listed above move in beside your home and family'. Would you like to purchase a home beside a contractors yard who operates at all hours of the day and night, holidays and week ends and is contaminating the air, soil, city's water tables'

Ernest and Linda Abernot
568 Old Goulais Bay Road
Sault Ste. Marie, ON P6A 0B5


Peter Tonazzo

From: Winning Ways [REDACTED]
Sent: Monday, September 14, 2015 2:33 PM
To: Peter Tonazzo
Cc: .0 LINDA ABERNOT; .0 Brian Abernot
Subject: Further to

Forgot to mention - re application A-17-15-Z.OP

The subject property at approx 135' of frontage is too narrow to give any of the neighbours some distance from the noise, smoke, air pollution, vehicles. It would be impossible to provide any berms or buffer zones as a courtesy to the neighbouring properties.

Ernest L. Abernot and Linda Abernot
568 Old Goulais Bay Road
Sault Ste. Marie, ON P6A 0B5

Peter Tonazzo

From: BRIAN ABERNOT <babernot@shaw.ca>
Sent: Sunday, September 13, 2015 7:35 PM
To: Peter Tonazzo
Subject: RE: Planning App A-17-15-Z-OP 592 old Goulais Bay Road

Hello Peter

If it was ok , I wanted to send you some pictures we have regarding the equipment , noise , smells ,our view from next door
I have to send it in a couple different emails if that's ok

There must be an inspection soon next door . There has been equipment /people cleaning up their yard all day (Sunday)
We have seen a large trailer of culverts leave the property then they loaded up the trailer again by huge loader , old vehicles etc etc
Also lots of yard clean up , grass cutting ,
So please note it does NOT always look like the way it does after today.









Thank you
Brian ,Kathryn Abernot

Cell (705) 254-8837
Babernot@shaw.ca

Peter Tonazzo

From: BRIAN ABERNOT, babernot@shaw.ca
Sent: Sunday, September 13, 2015 7:43 PM
To: Peter Tonazzo
Subject: RE: Planning App A-17-15-Z-OP 592 old Goulais Bay Road

Both pictures taken at the same time.
Usual morning of trucks with trailers and heavy equipment coming and going





Thank you
Brian and Kathryn Abernot
Cell (705) 544-8837
Kathryn@shasta.ca

Peter Tonazzo

From: BRIAN ABERNOT <babernot@shaw.ca>
Sent: Sunday, September 13, 2015 8:00 PM
To: Peter Tonazzo
Subject: RE: Planning App A-17-15-Z-OP 592 old Goulais Bay Road

Please note the amount of smoke coming from This fire.
The first picture was taken from our bedroom window
It was much thicker smoke before this picture was taken
We thought there was a vehicle on fire at first,
But believe it was an enormous debris pile in a garbage bin that was sent a blaze.

Second picture is of the commercial garbage bin half buried in the ground in where all of the burning happens in
Second Picture was taken hours later after the huge fire

Also note this ,plus putting debris in large holes is extremely close to a natural creek, that runs through all of our back properties here
and that flows into the root river I believe





Thank you
Brian and Kathryn Abernot
Cell (705)254-8837

kabernot@shaw.ca

Peter Tonazzo

From: Karen Donnelly [REDACTED]
Sent: Monday, September 21, 2015 11:32 AM
To: Peter Tonazzo
Subject: Wright application

Peter,

Thank you for speaking to me today with regards to my concerns about the application being put forth by Cynthia and Terry Wright. Though I understand their wish to legally operate a contractors yard where they currently reside - this is not the zoning on Old Goulais Bay Road. The need for zoning is made abundantly clear when someone wants to change what is currently a quiet residential area, into a "significant Contractor Yard" as described by you during our conversation. The inconvenience of this operation has had little impact on us - other than noise, oversized equipment moving slowly on the road, and my driveway being blocked one time while they were unloading equipment. But I fear the impact is more about what we cannot see, as the eco system in our area is very sensitive. Damage done to the earth - even minor damage - can take years to regenerate. Because we are on sand - any contaminant - be it intentional (i.e. the washing of vehicles) or unintentional (i.e.- an oil or gasoline spill) could result in permanent damage to the soil in the area. The other concern would be the leaching of these contaminants into the water system.

In closing - I would like to say thank you for the opportunity to express my concerns. I look forward to hearing the results of this application and hope that the City, in all good conscience, does not grant this application.

Regards,

Karen Donnelly

Peter Tonazzo

From: Brenda and Paul Kelly <[REDACTED]>
Sent: Saturday, September 19, 2015 4:28 PM
To: Peter Tonazzo
Subject: 592 Old Goulais Bay Road

Reference: Application No.: A-17-15-Z.OP

Mr. Tonazzo:

Hi: My wife Brenda and myself live at 560 Old Goulais Bay Road, which is three homes from 592 Old Goulais Bay Road and on the same side of the road. We have never met Cynthia & Terry Wright or did we know about the activities that are happening on their property, since our lot does not go back as far. Linda Abernot gave us a picture what was going on and I am sure Mr Wright is doing things illegally and not taking his neighbours into consideration.

Brenda and I are both totally apposed to this application and suggest that frequent inspections should take place and if Mr. Wright is doing things illegally he should be charged. Food for thought; if Mr. Wright is successful in this application and is carrying on illegal activity presently, can you imagine what he would be up to if the application was approved. This are is a rural residential area and should stay that way. " If you give some people an inch they what a mile" We have lived on the Old Goulais Bay Road for 42 years and have seen a local trucker park 6 to 7 pieces of equipment on his property when there was a maximum of 4 machines allowed at the time of his successful application.

Could you please inform us if the application was turned down as we are very concerned.

Thank You: Paul & Brenda Kelly

APPLICATION NO.: A-17-15-Z-OP

592 OLD GOULAIS BAY ROAD

CYNTHIA & TERRY WRIGHT – CONTRACTORS YARD

I, HELEN REGINA PARR am against approval of this application for the following reasons:

Contamination of area wells and city water supply

Contamination of creek and ponds on and close to subject property

The carrying on illegal landfill activities (burning and burying building/construction debris)

Changes being made to natural ravine (filling in with cement, bricks and other building material close to the creek (Root River tributary) without city's knowledge and approval

Devaluation of property values in the area

Detrimental affect on air quality in the area due to exhaust fumes, use off oil and gasoline for heavy equipment, burning of debris

Subject property is too narrow for this use – approx 134' frontage

It will set a precedent for industrial uses in other rural areas of the city

Signed this day SEPTEMBER 16/15 in Sault Ste. Marie, Ontario

Helen Regina Parr

SIGNATURE

552 Old Goulais Bay Road

ADDRESS

APPLICATION NO.: A-17-15-Z-OP

592 OLD GOULAIS BAY ROAD

CYNTHIA & TERRY WRIGHT – CONTRACTORS YARD

I, Brenda Kelly am against approval of this application for the following reasons:

Contamination of area wells and city water supply

Contamination of creek and ponds on and close to subject property

The carrying on illegal landfill activities (burning and burying building/construction debris)

Changes being made to natural ravine (filling in with cement, bricks and other building material close to the creek (Root River tributary) without city's knowledge and approval

Devaluation of property values in the area

Detrimental affect on air quality in the area due to exhaust fumes, use off oil and gasoline for heavy equipment, burning of debris

Subject property is too narrow for this use – approx 134' frontage

It will set a precedent for industrial uses in other rural areas of the city

Signed this day 16/09/15 in Sault Ste. Marie, Ontario

Brenda Kelly

SIGNATURE

560 Old Goulais Bay

ADDRESS

APPLICATION NO.: A-17-15-Z-OP

592 OLD GOULAIS BAY ROAD

CYNTHIA & TERRY WRIGHT – CONTRACTORS YARD

Paul Kelly am against approval of this application for the following reasons:

Contamination of area wells and city water supply

Contamination of creek and ponds on and close to subject property

The carrying on illegal landfill activities (burning and burying building/construction debris)

Changes being made to natural ravine (filling in with cement, bricks and other building material close to the creek (Root River tributary) without city's knowledge and approval

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Detrimental affect on air quality in the area due to exhaust fumes, use off oil and gasoline for heavy equipment, burning of debris

Subject property is too narrow for this use – approx 134' frontage

It will set a precedent for industrial uses in other rural areas of the city

Signed this day 16/09/15 in Sault Ste. Marie, Ontario

Paul Kelly
SIGNATURE

560 Old Goulais Bay Rd
ADDRESS

APPLICATION NO.: A-17-15-Z-OP

592 OLD GOULAIS BAY ROAD

CYNTHIA & TERRY WRIGHT - CONTRACTORS YARD

I, Dwaine Leach am against approval of this application for the following reasons:

Contamination of area wells and city water supply

Contamination of creek and ponds on and close to subject property

The carrying on illegal landfill activities (burning and burying building/construction debris)

Changes being made to natural ravine (filling in with cement, bricks and other building material close to the creek (Root River tributary) without city's knowledge and approval

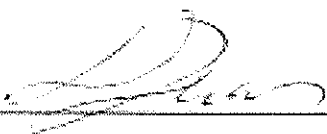
Devaluation of property values in the area

Detrimental affect on air quality in the area due to exhaust fumes, use off oil and gasoline for heavy equipment, burning of debris

Subject property is too narrow for this use – approx 134' frontage

It will set a precedent for industrial uses in other rural areas of the city

Signed this day 09/16/25 in Sault Ste. Marie, Ontario



SIGNATURE

592 OLD GOULAIS BAY RD

ADDRESS

APPLICATION NO.: A-17-15-Z-OP

592 OLD GOULAIS BAY ROAD

CYNTHIA & TERRY WRIGHT – CONTRACTORS YARD

I, Heather Perry am against approval of this application for the following reasons:

Contamination of area wells and city water supply

Contamination of creek and ponds on and close to subject property

The carrying on illegal landfill activities (burning and burying building/construction debris)

Changes being made to natural ravine (filling in with cement, bricks and other building material close to the creek (Root River tributary) without city's knowledge and approval

Devaluation of property values in the area

Detrimental affect on air quality in the area due to exhaust fumes, use off oil and gasoline for heavy equipment, burning of debris

Subject property is too narrow for this use – approx 134' frontage

It will set a precedent for industrial uses in other rural areas of the city

Signed this day 16 Sept. 2015 In Sault Ste. Marie, Ontario

HP
SIGNATURE

512 Old Goulais Bay Rd.
SSM, ON
ADDRESS

APPLICATION NO.: A-17-15-Z-OP

592 OLD GOULAIS BAY ROAD

CYNTHIA & TERRY WRIGHT – CONTRACTORS YARD

I, SUSAN MALLISTER am against approval of this application for the following reasons:

Contamination of area wells and city water supply

Contamination of creek and ponds on and close to subject property

The carrying on illegal landfill activities (burning and burying building/construction debris)

Changes being made to natural ravine (filling in with cement, bricks and other building material close to the creek (Root River tributary) without city's knowledge and approval

Devaluation of property values in the area

Detrimental affect on air quality in the area due to exhaust fumes, use off oil and gasoline for heavy equipment, burning of debris

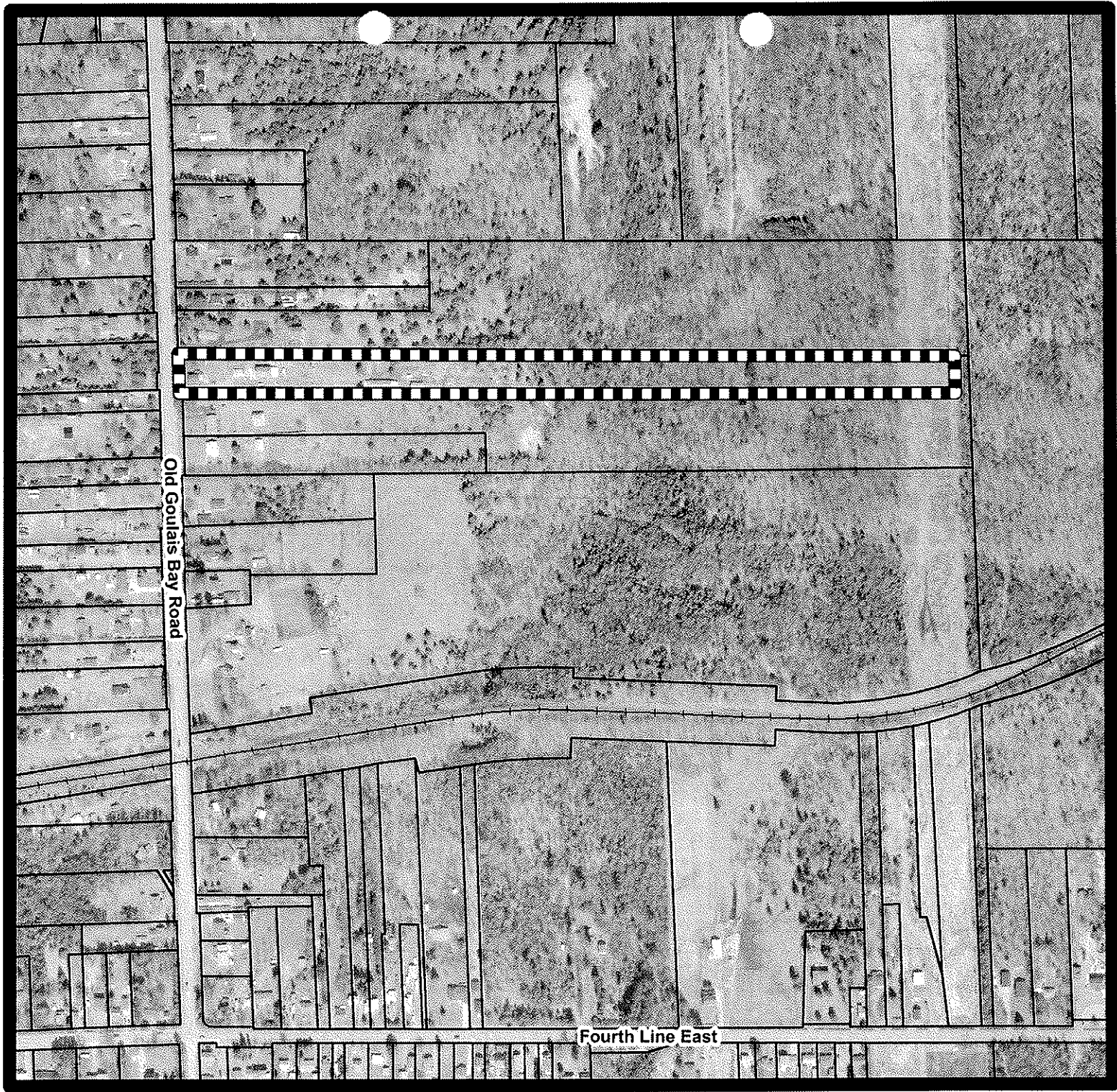
Subject property is too narrow for this use – approx 134' frontage

It will set a precedent for industrial uses in other rural areas of the city

Signed this day Sept 17/15 in Sault Ste. Marie, Ontario

Susan Mallister
SIGNATURE

1192 Old Goulais Bay
ADDRESS



2012 ORTHO PHOTO
592 OLD GOULAIS BAY ROAD
Planning Application: A-17-15-Z-OP



METRIC SCALE
 1 : 5500

ROLL NUMBER
 030-088-107-00

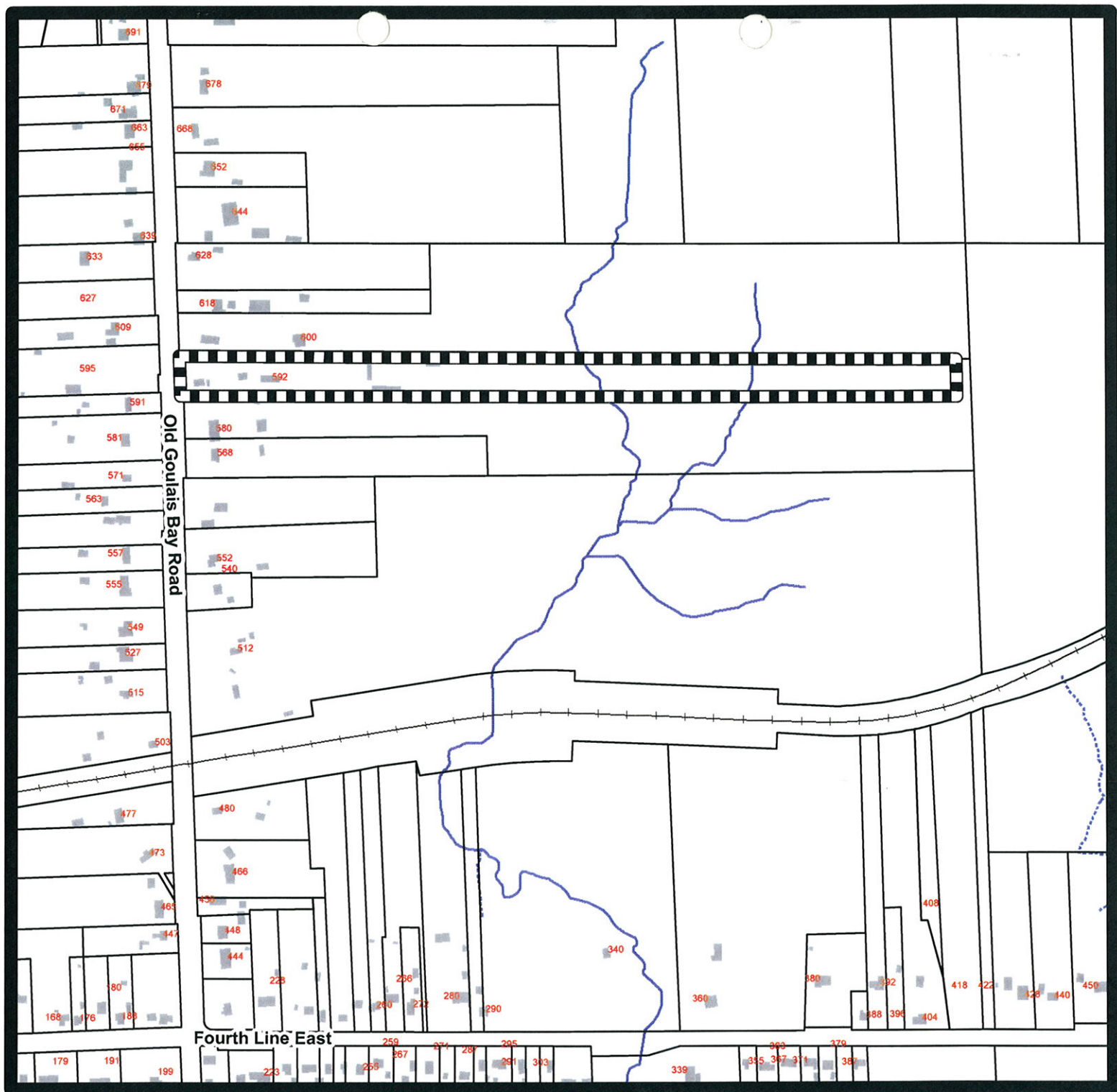
MIAL LABEL ID
 A-17-15-Z

MAP NUMBERS
 139 & 2-42

Legend



Subject Property = 592 Old Goula's Bay Road



SUBJECT PROPERTY MAP

592 OLD GOULAIS BAY ROAD

Planning Application: A-17-15-Z-OP



METRIC SCALE
1 : 5500

ROLL NUMBER
030-088-107-00

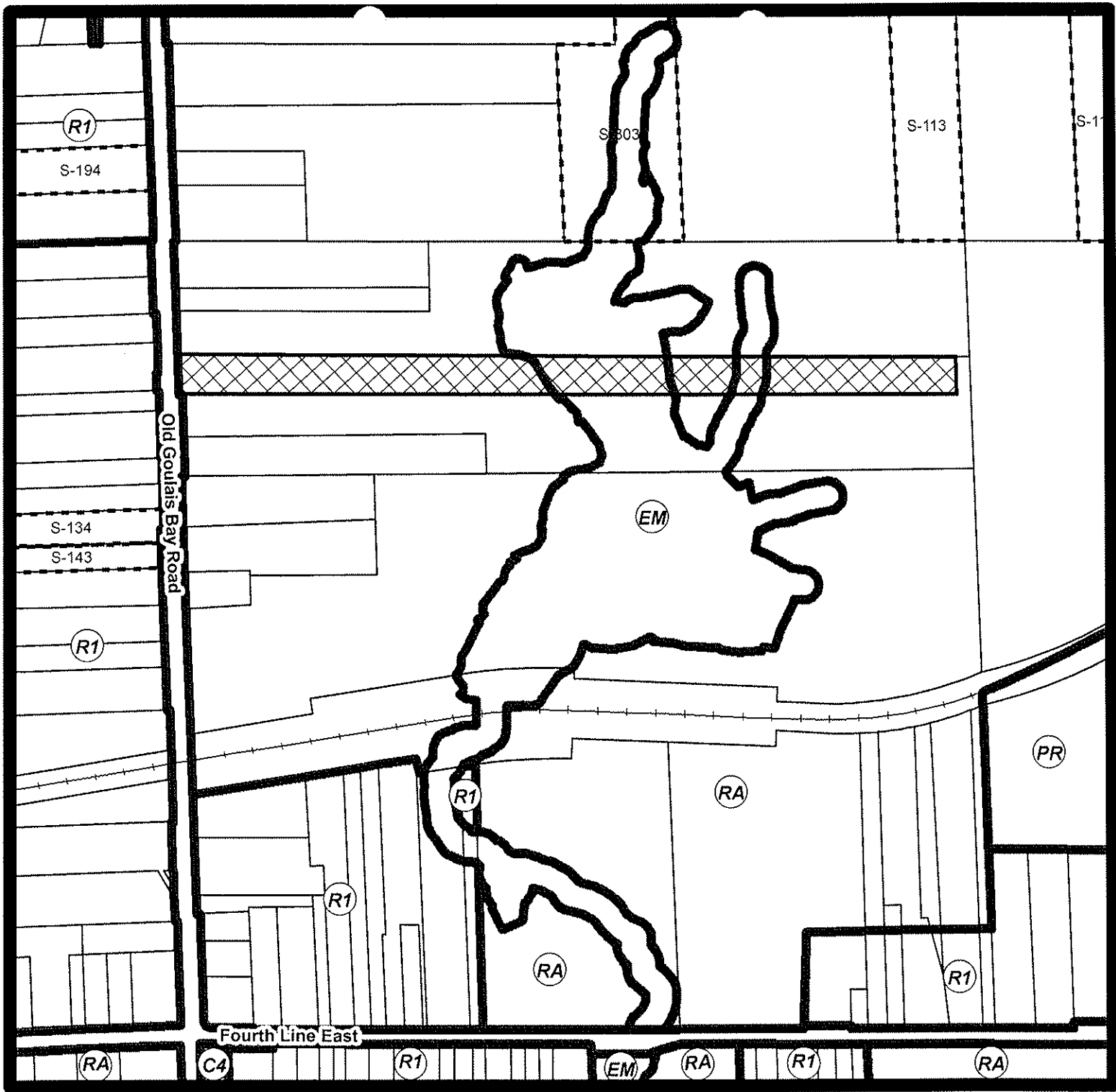
MIAL LABEL ID
A-17-15-Z

MAP NUMBERS
139 & 2-42

Legend



Subject Property = 592 Old Goula's Bay Road



EXISTING ZONING MAP

592 OLD GOULAIS BAY ROAD

Planning Application: A-17-15-Z-OP



METRIC SCALE
1 : 5500

ROLL NUMBER
030-088-107-00

MIAL LABEL ID
A-17-15-Z

MAP NUMBERS
139 & 2-42

- | | |
|--|--|
|  Subject Property = 592 Old Goulais Bay Road |  C4 - General Commercial Zone |
|  R1 - Estate Residential Zone |  PR |
|  RA - Rural Area Zone |  EM - Environmental Management Zone |
| Page 233 of 361 | |
| S-# = Special Exception Zoning | |



Sept 13, 2015

To Peter and Mary Kuuskman:

These are just some of our thoughts to what could be changed to make life simpler:

- Fence at Pole Barn Corner, to make it more appealing
- Door on both bays facing you
- Finish pole barn gables and roof
- Large Bay on Garage with Oil Pit **OR** No Heavy Equipment washing on site
- Excess trailers and trucks parked at back
- Back up beepers off in yard
- Fire Pit removed
- Remove bank of bricks and dirt
- Asphalt where needed
- Dust control on road

Terry and Cindy Wright



September 1, 2015

To Whom This May Concern:

Please be advised that Cynthia and Terry Wright of Wright Time Contracting have applied to re-zone our property from Rural Area Zone to Rural Area Zone with a Special Exception to continue to store and operate our business.

We are theoretically a storage facility. We have recognized garages do our service and repairs to any equipment. We do not bury buildings, scrape metals or vehicles in our yard. We do not dump any type of contaminants that might affect the soil or water supply.

Our intention is to continue to operate this business and leave it to our sons, so why would we want to spoil the area.

We operate during the hours of 8 am – 5 pm and during the winter we are out of the yard by 11 pm and not back until after 7 am.

Do you have a problem with our commercial vehicles coming and going? Do you feel that we are devaluing your property?

If you have any concerns and issues, please contact me directly so that we might come to some kind of acceptable agreement.

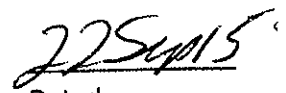
705-254-8426 or terrywright@shaw.ca

Thank you for time and co-operation on this matter.

Terry & Cynthia Wright


Signed:


Print:


Dated:

633 Old Goulais Bay Rd.

PLEASE FEEL FREE TO COME AND SEE WHAT OUR YARD LOOKS LIKE.



September 1, 2015

To Whom This May Concern:

Please be advised that Cynthia and Terry Wright of Wright Time Contracting have applied to re-zone our property from Rural Area Zone to Rural Area Zone with a Special Exception to continue to store and operate our business.

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If you have any concerns and issues, please contact me directly so that we might come to some kind of acceptable agreement.

705-254-8426 or terrywright@shaw.ca

Thank you for time and co-operation on this matter.

Terry & Cynthia Wright

Signed:

Print:

Dated:

PLEASE FEEL FREE TO COME AND SEE WHAT OUR YARD LOOKS LIKE.

663 Old Goulais Bay Rd.



September 1, 2015

To Whom This May Concern:

Please be advised that Cynthia and Terry Wright of Wright Time Contracting have applied to re-zone our property from Rural Area Zone to Rural Area Zone with a Special Exception to continue to store and operate our business.

We are theoretically a storage facility. We have recognized garages do our service and repairs to any equipment. We do not bury buildings, scrape metals or vehicles in our yard. We do not dump any type of contaminants that might affect the soil or water supply.

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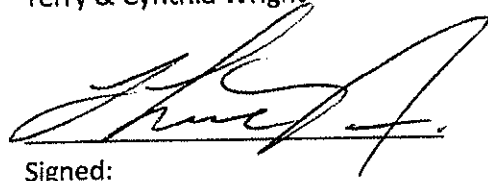
Do you have a problem with our commercial vehicles coming and going? Do you feel that we are devaluing your property?

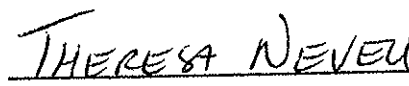
If you have any concerns and issues, please contact me directly so that we might come to some kind of acceptable agreement.

705-254-8426 or terrywright@shaw.ca

Thank you for time and co-operation on this matter.

Terry & Cynthia Wright


Signed:


Print:
THERESA NEVEU


Dated:

PLEASE FEEL FREE TO COME AND SEE WHAT OUR YARD LOOKS LIKE.

655 Old Goulais Bay Rd



September 1, 2015

To Whom This May Concern:

Please be advised that Cynthia and Terry Wright of Wright Time Contracting have applied to re-zone our property from Rural Area Zone to Rural Area Zone with a Special Exception to continue to store and operate our business.

We are theoretically a storage facility. We have recognized garages do our service and repairs to any equipment. We do not bury buildings, scrape metals or vehicles in our yard. We do not dump any type of contaminants that might affect the soil or water supply.

Our intention is to continue to operate this business and leave it to our sons, so why would we want to spoil the area.

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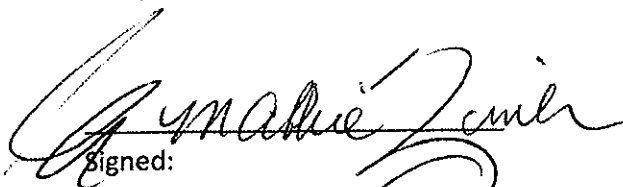
Do you have a problem with our commercial vehicles coming and going? Do you feel that we are devaluing your property?

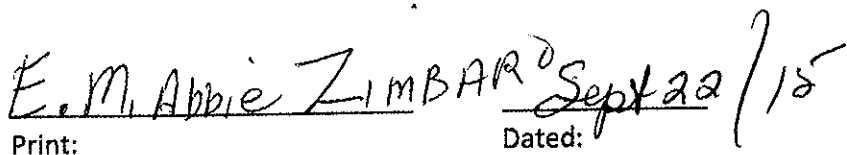
If you have any concerns and issues, please contact me directly so that we might come to some kind of acceptable agreement.

705-254-8426 or terrywright@shaw.ca

Thank you for time and co-operation on this matter.

Terry & Cynthia Wright


Signed:


Print: E.M. Abbie Zimbaro

Dated: Sept 22/15

PLEASE FEEL FREE TO COME AND SEE WHAT OUR YARD LOOKS LIKE.

639 Old Goulais Bay Rd
Page 238 of 361



September 1, 2015

To Whom This May Concern:

Please be advised that Cynthia and Terry Wright of Wright Time Contracting is being forced to re-zone our property to Industrial to continue to store our Commercial Vehicles.

We are theoretically a storage facility. We have recognized garages do our service and repairs to any equipment. We do not bury buildings, scrape metals or vehicles in our yard. We do not dump any type of contaminants that might affect the soil or water supply.

Our intention is to continue to operate this business and leave it to our sons, so why would we want to spoil the area.

We operate during the hours of 8 am – 5 pm and during the winter we are out of the yard by 11 pm and not back until after 7 am.

Do you have a problem with our commercial vehicles coming and going? Do you feel that we are devaluing your property?

If you have any concerns and issues, please contact me directly so that we might come to some kind of acceptable agreement.

705-254-8426 or terrywright@shaw.ca

Thank you for time and co-operation on this matter.

Terry & Cynthia Wright


Signed:

JOHN SPEERS
Print:

SEPT 1/15
Dated:

591 Old Goulais Bay Rd

Feel free to please come and see what the yard looks like



September 1, 2015

To Whom This May Concern:

Please be advised that Cynthia and Terry Wright of Wright Time Contracting is being forced to re-zone our property to Industrial to continue to store our Commercial Vehicles.

We are theoretically a storage facility. We have recognized garages do our service and repairs to any equipment. We do not bury buildings, scrape metals or vehicles in our yard. We do not dump any type of contaminants that might affect the soil or water supply.

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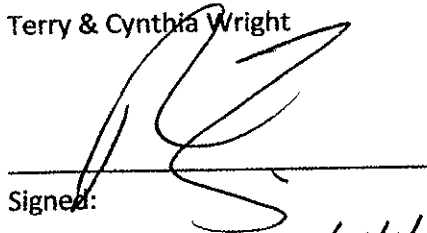
Do you have a problem with our commercial vehicles coming and going? Do you feel that we are devaluing your property?

If you have any concerns and issues, please contact me directly so that we might come to some kind of acceptable agreement.

705-254-8426 or terrywright@shaw.ca

Thank you for time and co-operation on this matter.

Terry & Cynthia Wright

Signed: 

Print: RICK ZIMBARO

Dated: Sept. 1/15

644 Old Goulais Bay Rd

Feel free to please come and see what the yard looks like



September 1, 2015

To Whom This May Concern:

Please be advised that Cynthia and Terry Wright of Wright Time Contracting is being forced to re-zone our property to Industrial to continue to store our Commercial Vehicles.

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Do you have a problem with our commercial vehicles coming and going? Do you feel that we are devaluing your property?

If you have any concerns and issues, please contact me directly so that we might come to some kind of acceptable agreement.

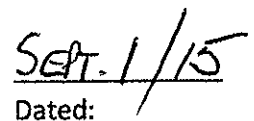
705-254-8426 or terrywright@shaw.ca

Thank you for time and co-operation on this matter.

Terry & Cynthia Wright


Signed:


Print:


Dated:

618 Old Goulais Bay Rd

Feel free to please come and
see what the yard looks like

Pat Schinners

From: TERRY WRIGHT <terrywright@shaw.ca>
Sent: Monday, September 28, 2015 9:57 AM
To: Pat Schinners
Subject: Fwd: Terry Wright



Please forward to Peter.

Sent from my iPhone

Begin forwarded message:

From: ~~Front Store Manager, SDM929 <[redacted]>~~
Date: September 28, 2015 at 8:02:24 AM EDT
To: terrywright@shaw.ca
Subject: Terry Wright

Hello Peter,

I am writing this letter to show my support for Terry Wright in his efforts to get a zoning change on his property to enable himself to properly run his business and earn a living. What has impressed me is how Terry has maintained excellent curb appeal of his property as a pleasant looking family dwelling. Terry is also a strong example of a good neighbor always volunteering a hand to a neighbor in need. As far as being a distraction with the coming and going of his equipment, I find that distraction to be non-existent.

I also find it quite disappointing that a neighbor has taken it upon herself to discredit Terry in his endeavors, not to say she does not have that right but in the fact that her opinions expressed to myself are in my opinion at best inconsistent with the actual facts.

For these reasons it is my hope that the city finds it in the best interest to give Terry what he needs.

Regards,
Dave Ross
581 Old Goulais Bay Rd.

September 20/2015

Chris & Trish Furkey

618 Old Goulais Bay Road

Sault Ste Marie, Ontario

P6A 0B5

705-946-0845

Members of the City Council,

We are writing to you in regards to Terry & Cindy Wright's request for an amendment and rezoning of the property at:

592 Old Goulais Bay Road.

We have lived here for almost four years. We moved here to enjoy country living within the city and thoroughly enjoy our neighbours. We regularly walk through Terry & Cindy's backyard. We can visually see their yard from ours and can see what passes through. We have never seen burying of houses or vehicles or witnessed any other type of contaminants in their yard.

They seem to operate on an 8am-5pm schedule during the summer months. To us, they're very quiet and maintain a well kept yard.

The majority of the noise in our area comes from trains, heavy trucks travelling up and down the road, barking dogs and coyotes.

We would like to tell you why we did not sign Ernie & Linda Abernot's petition. (They don't even reside next door to 592)

We 100% agree that no one should be able to contaminate our environment. That said, Mrs. Abernot came onto our property aggressively wanting us to sign her petition and did not want to take "no" for an answer! The points on her petition are hearsay and unfounded contamination of area wells and city water. There was no proof. How could the city water supply be contaminated? She states that the creeks and ponds are contaminated on and close to subject property. Once again she provides no proof of anything and like we mentioned at the beginning we walk all behind our house and as far over as their property and see no evidence of anything even being disturbed. She said there's been changes made to the ravine. I have seen the fill she is talking about and it's not in the creek. Shouldn't a person

allowed to fill their land the way they want?

She claims devaluation of property values in the area. She did not introduce herself as a real estate agent or professional in the field. There again no proof.

She claims detrimental affect on the air quality in the area. Most vehicles run on gas, diesel & oil as do the many trains, dump trucks, transports, garbage trucks, recycle trucks, loaders, plow trucks etc. that frequent Old Goulais Bay Road on a daily basis. As for burning of debris we have never witnessed them burning anything that would be toxic to the environment.

She claims that the subject property is too narrow for this use. There must be some sort of bylaw that determines what is too narrow. Also if the property is too narrow for a contractor's yard, how could they bury "whole" houses? Furthermore the Wright's bill at the City Landfill must be quite a size and we're sure that's where he brings his "whole" houses.

It will set precedence for commercial uses in other rural areas in the city. Precedence has already been set on Old Goulais Bay Road with the many existing commercial businesses.

We feel that the Wright's proposal should be dealt with fairly and if successful with their proposal should adhere strictly to the guidelines of a contractor's yard.

Thank you,

Chris & Trish Furkey

~~XXXXXXXXXX~~



September 1, 2015

To Whom This May Concern:

Please be advised that Cynthia and Terry Wright of Wright Time Contracting have applied to re-zone our property from Rural Area Zone to Rural Area Zone with a Special Exception to continue to store and operate our business.

We are theoretically a storage facility. We have recognized garages do our service and repairs to any equipment. We do not bury buildings, scrape metals or vehicles in our yard. We do not dump any type of contaminants that might affect the soil or water supply.

Our intention is to continue to operate this business and leave it to our sons, so why would we want to spoil the area.

We operate during the hours of 8 am – 5 pm and during the winter we are out of the yard by 11 pm and not back until after 7 am.

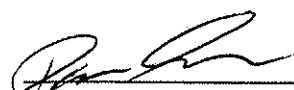
Do you have a problem with our commercial vehicles coming and going? Do you feel that we are devaluing your property?

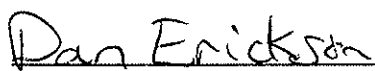
If you have any concerns and issues, please contact me directly so that we might come to some kind of acceptable agreement.

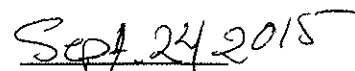
705-254-8426 or terrywright@shaw.ca

Thank you for time and co-operation on this matter.

Terry & Cynthia Wright


Signed: _____


Print: _____


Dated: _____

PLEASE FEEL FREE TO COME AND SEE WHAT OUR YARD LOOKS LIKE.

671 Old Goulais Bay Rd



September 1, 2015

To Whom This May Concern:

Please be advised that Cynthia and Terry Wright of Wright Time Contracting have applied to re-zone our property from Rural Area Zone to Rural Area Zone with a Special Exception to continue to store and operate our business.

We are theoretically a storage facility. We have recognized garages do our service and repairs to any equipment. We do not bury buildings, scrape metals or vehicles in our yard. We do not dump any type of contaminants that might affect the soil or water supply.

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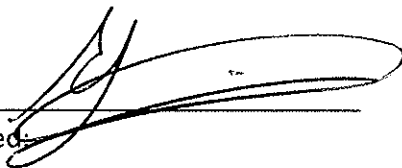
Do you have a problem with our commercial vehicles coming and going? Do you feel that we are devaluing your property?

If you have any concerns and issues, please contact me directly so that we might come to some kind of acceptable agreement.

705-254-8426 or terrywright@shaw.ca

Thank you for time and co-operation on this matter.

Terry & Cynthia Wright

Signed: 

Print: ED CAW

Dated: 24/09/15

PLEASE FEEL FREE TO COME AND SEE WHAT OUR YARD LOOKS LIKE.

559 Old Goulais Bay Rd



September 1, 2015

To Whom This May Concern:

Please be advised that Cynthia and Terry Wright of Wright Time Contracting have applied to re-zone our property from Rural Area Zone to Rural Area Zone with a Special Exception to continue to store and operate our business.

We are theoretically a storage facility. We have recognized garages do our service and repairs to any equipment. We do not bury buildings, scrape metals or vehicles in our yard. We do not dump any type of contaminants that might affect the soil or water supply.

Our intention is to continue to operate this business and leave it to our sons, so why would we want to spoil the area.

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Do you have a problem with our commercial vehicles coming and going? Do you feel that we are devaluing your property?

If you have any concerns and issues, please contact me directly so that we might come to some kind of acceptable agreement.

705-254-8426 or terrywright@shaw.ca

Thank you for time and co-operation on this matter.

Terry & Cynthia Wright


Signed:


Print:


Dated:

PLEASE FEEL FREE TO COME AND SEE WHAT OUR YARD LOOKS LIKE.

679 Old Goulais Bay Rd.



To the City of Sault Ste. Marie Council

September 22, 2015

Re: Rezoning Application A-17-15-Z.OP

We are the neighbours directly adjacent and north of Cynthia and Terry Wright. We have owned our home for over thirty years. Their contracting business has grown over the years from a small business with a couple of construction vehicles to a large business with multiple sub-businesses and innumerable pieces of large construction equipment.

We do not support the Wright's application to rezone their property from rural to industrial for the following reasons:

- Runoff from their equipment compromises the safety of the ground water due to oil changes and washing of commercial vehicles on the property. Many of us are on a well which could be contaminated by this. This contamination could effect the aquifer for city water.
- Refuse from demolition sites has been dumped at the crest of the hill at the back of the Wright's property. Runoff from this area flows directly into a small stream that flows into the Fort Creek Conservation area and then into the St. Mary's River.
- A significant amount of dust is disturbed by vehicles driving to the back of the Wright's property and then around their garage which is located directly across from our front door.
- We hear commercial vehicles driving in their yard at all hours and snow removal vehicles idling during the middle of the night.
- We have observed large fires at dusk and into the night with large plumes of black smoke. We can hear the crackle of the fire from inside our home and have observed flames that are higher than the tree line. We believe this is refuse from demolition projects that WTC (Wright Time Contracting) has been contracted to remove.
- From our front door, we can often see parked employee vehicles, many WTC trailers, piles of sand or gravel, construction vehicles, and unused commercial buckets and blades. These items are an eye sore which we believe effect the value of our property.
- The four large pole barns in the back yard are used as storage rentals. None of these buildings have been finished and are an eye sore. They are also very close to the property line on the north and south, and do not seem to comply with the building code. Further, two are located within two feet of our property line.

We did not have a problem when the Wright's started their small business at their home. However, the business has grown to such an extent that it is now a problem. We have listed

our concerns for the environment. We believe that if the Wright's rezoning application is approved, these problems will continue and possibly increase. Our property value will decrease living next to an industrial site. For these reasons, we do not support their rezoning application.

We hope that one of us will be able to attend the rezoning meeting, but we have a long standing family commitment for that evening. If one of us can attend, we are willing to speak to our concerns or answer any questions that may arise.

Mary and Peter Kuuskman

600 Old Goulais Bay Road

~~705-759-0262~~ or ~~705-071-0202~~

Pat Schinners, Administrative Assistant, p.schinnners@cityssm.on.ca, to ensure that it gets put on Council's Agenda.

NOTE: Away until Monday Sept. 21st - Peter Tonazzo, MCIP, RPP Planner, SSM,

99 Foster Dr. Sault Ste. Marie, ON P6A 5X6, Tel: 705.759.2780 Fax: 705.541.7165 p.tonazzo@cityssm.on.ca

ALDERMAN: Marchy Bruni, 705-949-9187 (Home), 705-971-0029 (Mobile) m.bruni@cityssm.on.ca

ALDERMAN: Frank Fata, 705-942-6630 (Home and Fax) 705-989-4238 Mobile

I, Dolores Burns, am against approval of this application for the following reasons:

Contamination of area wells, city's water supply, and the creeks and ponds that are on and close to subject property due to (due to washing and maintaining of heavy industrial equipment on the subject property).

The carrying on landfill activities (burning and burying building/construction debris) without City of SSM's knowledge or permits

Changes being made to natural ravine (filling in with cement, bricks and other building material close to the creek (Root River tributary) without city's and Ministry knowledge, approval, and permit

Devaluation of property values in the area

Detrimental affect on air quality in the area due to exhaust fumes, use of oil and gasoline for heavy equipment, burning of debris

Subject property is too narrow for this use – approx 134' frontage; not wide enough to provide dust/noise protection for neighbours

It will set a precedent for industrial uses in other rural areas of the city

Signed this day Sept. 22, 2015 in Sault Ste. Marie, Ontario

Dolores Burns

628 Old Goulais Bay Rd

SIGNATURE

ADDRESS



Pat Schinners

From: Brian Abernot <babernot@shaw.ca>
Sent: Wednesday, September 23, 2015 8:45 AM
To: Peter Tonazzo; Pat Schinners
Cc: Linda Abernot; Steven Shoemaker
Subject: Re: Question???

Hi Peter,

If you needed , I am 100% positive that there is debris piles buried on that property , just on top of the hill, just above where the creek is ,
I can give you exact measurements if you needed, I have seen the holes, un buried filled with debris.
If you need this info, just let me know,

Thank you,
Brian and Kathryn Abernot

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

From: Peter Tonazzo
To: 'Winning Ways'
Cc: .0 Brian Abernot ; .0 KATHRYN jones
Sent: Tuesday, September 22, 2015 8:58 AM
Subject: RE: Question???

Hi Linda,

The building demolition business and snow ploughing business are all part and parcel of a contractor's yard. So to is storing, maintaining washing, etc... of heavy equipment. The burning/burying of debris is a whole other story. Please note that apart from some filling in the ravine, I am unable to confirm whether or not other things have been buried on-site. The Conservation Authority is looking further into this matter.

The report does not address the car repo or public storage businesses. Mr. Wrights application is for a contractors' yard.

If Mr. Wright's application is denied by Council, Building Division (by-law enforcement officer, Tyler Bertrand) will send Mr. Wright a letter with a date by which the contractor's yard must be completely removed from the site. This would include the removal of all heavy equipment. If he fails to comply, then the matter is brought to Provincial Offenses Court.

As well, we have confirmed that Mr. Wright did not get building permits for the 3 pole barns towards the back of the property, where much of this storage is occurring. Furthermore, they do not meet the required setbacks. He will also be asked to remove those buildings. Alternatively, he might apply to Council or the Committee of Adjustment for setback relief, we'll wait and see.

Regards,

Peter Tonazzo, MCIP, RPP
Planner
City of Sault Ste. Marie
99 Foster Dr.



Sault Ste. Marie, ON
P6A 5X6
Tel: 705.759.2780
Fax: 705.541.7165
p.tonazzo@cityssm.on.ca

From: Winning Ways [<mailto:winningways@shaw.ca>]
Sent: Monday, September 21, 2015 5:02 PM
To: Peter Tonazzo
Cc: .0 LINDA ABERNOT; .0 Brian Abernot; .0 KATHRYN jones
Subject: Question???

Terry Wright's zoning application for his property does not mention or ask for permission to continue to operate the following businesses we have listed below; none of which are permitted under the 'Contractors Yard' definition and they are actively being conducted on subject property, some day and night.

Car repo business

2 tier vehicle haulers coming and going at all hours

Building demolition business and resulting landfill activities i.e. burning and burying of debris from this business; pushing debris that will not burn down the ravine at the rear of the property

Snow ploughing business which often is operating during night and early am hours

Storing, maintaining and washing of many heavy duty industrial machinery. I have seen washing of multiple heavy machines with hoses and the resulting water draining into the ground within 200' of their neighbours well

Public storage business on the property and inside several large metal storage buildings which increases traffic back and forth on the 134 foot strip of land

Is the planning department or another city department going to deal with the above issues after this zoning application has been voted on?

Please advise. Thank you.

Ernie and Linda Abernot

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2015.0.6140 / Virus Database: 4431/10687 - Release Date: 09/23/15



September 27, 2015

REGARDING: REZONING APPLICATION NO.: A-17-15-Z.OP

APPLICANTS: CYNTHIA & TERRY WRIGHT

LOCATION OF PROPERTY: 592 OLD GOULAIS BAY ROAD

COMMENTS RE WRIGHT CONTRACTING 'TO WHOM IT MAY CONCERN' LETTERS

We, the undersigned have read Mr. Wright's 'To Whom This May Concern' letter and have a few comments.

We have seen burning and burying of building materials, debris etc. There are building materials visible that have been bulldozed into the ravine at the rear of the property and we know there is much more buried, covered and no longer visible. There are letters and reports from neighbours.

I, Linda Abernot, was visiting in the yard directly south of Mr. Wright's property recently and I saw 4 or 5 huge industrial machines being washed with hoses and buckets. The run off water was draining into the sand/gravel within 100' of Brian and Kathryn Abernots well. It was only just prior to city inspection that the industrial equipment/vehicles and stored culverts, building materials etc. etc. have been removed from the property.

I, Linda Abernot was woken up in the middle of the night not long ago by loud banging/crashing metal noises. I thought there had been an accident in front of our house. I got out of bed to see what was happening and there was a 2 tier car hauling trailer loading re-possessed vehicles that were stored on Mr. Wright's property prior to his application. Many neighbours have noticed this huge trailer parked on the road and at least one neighbour mentioned the trailer has blocked their driveway. Car repo business is just one of many business ventures that Mr. Wright is engaged in.

In response to Mr. Wright's comment 'Do you feel that we are devaluing your property.' YES! None of the undersigned have ever heard of anyone wanting a construction yard beside them or close to them so that their property values will increase.

There has been no interruption in Mr. Wright's businesses with his equipment and materials move to Red Star on Fifth Line; this makes them zoning compliant and legal. This is a great solution for all concerned.



Mr. Wrights statement that his snow ploughing business does not work from the hours of 11 pm to 7 am is incorrect. Ploughing is at the mercy of road and weather conditions. Trucks/ploughs etc. are driving in and out all night long; a snow ploughing business does not follow a clock; snow/road/weather conditions govern when the equipment comes and goes. I.e. closed roads, zero visibility, heavy near record snow falls which happen every winter

Below from Brian and Kathryn Abernot; their experience re snow removal:

The times Mr. Wright listed that he is open are not right at all. His snow

Plowing equipment runs all night. Wakes us up all winter long

Every hour throughout the night heavy equipment coming and going

No way they are out by 11 pm and back by 7 am. It's all night !!

Brian Abernot
Kathryn Abernot

[Signature]
Kathryn Abernot

Also, the 'Wright Contracting' 'To Whom This May Concern' letters do not specify if the people who have signed the bottom of the letter are for or against the re-zoning application. Perhaps, they have signed because they do have concerns and issues. It is very unclear.

The neighbours signing below agree with my comments and have experienced the same issues as Ernie and I have.

We the undersigned agree with the comments that are mentioned in the 2 page document re Application for Re-zoning - # A-17-15-Z.OP

Kathryn Abernot [Signature] 580 Old Goulais Bay Rd
- Brian Abernot

[Signature] 580 Old Goulais Bay Rd

Linda Abernot [Signature] 568 Old Goulais Bay Rd

Ernie Abernot [Signature] 568 Old Goulais Bay Rd

Linda Lewis
310 Fifth Line East
Sault Ste. Marie, ON
P6A 5K8

Sept 25, 2015

Peter Tonazzo, Planner
Pat Schinners
99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

REFERENCE: Rezoning Application No A-17-15-Z OP
 592 Old Goulais Bay Road - Cynthia & Terry Wright
 Request to Amend Official Plan and Zoning Bylaw

I have received notification that a request to amend the official plan and zoning bylaw has been submitted and is scheduled to be addressed at Council on September 28, 2015. The subject property location is 592 Old Goulais Bay Road and your notice indicates the applicant is requesting an Official Plan Amendment and a Rezoning from "RA" (Rural Area) to "RA.S" (Rural Area with Special Exception) to permit a contractor's yard in addition to the uses currently permitted.

Certain properties in the area between Fourth and Fifth Line have had considerable history with the City Council, Engineering & Planning Department and the neighbouring residents. Activity on this property and now this notice to amend the official plan raises questions and concerns. I find myself cautious and somewhat anxious regarding this request for yet another land usage and special zoning application in an area designated by the City to be Rural Residential. Past experience has demonstrated enforcement and policing of these "special" land usages is difficult at best and past owners of other "like" properties have been known to exceed/abuse their rights with regard to special zoning privileges and most have had little regard or respect for the agreement made between them, the City of Sault Ste. Marie and other property owners.

One concern is to understand what exactly is being requested under the term "contractor's yard" and what specifically this land usage will entail. Another concern is clearly stated in the "Notice of Application" which states "the applicants are seeking an Official Plan Amendment and Rezoning of the subject property to **legalize the existing contractor's yard**". This is definitely a "red flag" to me and if my information is correct, unauthorized changes have been made to the natural ravine. I also understand unsuitable materials may have been disposed of on the property. This indicates a lack of respect for the law and the environment. What measures are in place with regard to storage and disposal of oils/fuels/tires and other construction by-products necessary for the current usage?

The character of the area is predominantly Rural Residential. While there are nonresident uses in the area, the majority are primarily related to the aggregate deposits (sand and gravel). A distinction can be made between the nature of the extractive industrial uses and the industrial uses being proposed in this application. Over time the natural resources will be depleted and the

lands may be rehabilitated for use permitted in the Rural Area designation that is compatible with other permitted uses. The industrial use properties will inevitably have had an adverse impact on abutting residential land uses which are not consistent with the intent of the Official Plan. Examples of the impact the previous proposed land usages includes increased traffic, noise, lowered residential property values, etc.

A further concern of mine is based on the fact that the subject property is within an environmentally sensitive area identified as Ground Water Recharge on Schedule "B" of the Official Plan. The policies of the plan are quite restrictive with respect to land-use controls and should be considered in regard to this application. As experienced in the past, land usages often go unmonitored as evidence on one property where the owners installed underground fuel storage tanks.

As a result of past issues regarding land usages in the rural residential area between Fourth and Fifth Lines, I would caution reluctance in agreeing to this re-zoning application without some further explanation and understanding with regard to the exact operation being undertaken by the owners both currently and in the future.

Thank you for your consideration of this letter.

Linda Lewis
310 Fifth Line East
Sault Ste. Marie

REZONING APPLICATION NO.: A-17-15-Z-OP CYNTHIA & TERRY WRIGHT – CONTRACTORS YARD

Persons to contact re comments and concerns:

Pat Schinners, Administrative Assistant, p.schinnners@cityssm.on.ca, to ensure that it gets put on Council's Agenda

NOTE: Away until Monday Sept. 21st - Peter Tonazzo, MCIP, RPP Planner, SSM,

99 Foster Dr. Sault Ste. Marie, ON P6A 5X6, Tel: 705-758-2780 Fax: 705-541-7165 p.tonazzo@cityssm.on.ca

ALDERMAN: Marchy Bruni, 705-949-9187 (Home), 705-971-0029 (Mobile) m.bruni@cityssm.on.ca

ALDERMAN: Frank Fata, 705-942-6630 (Home and Fax) 705-989-4238 Mobile

I, Mrs. Winafred Noel, am against approval of this application for the following reasons:

Contamination of area wells, city's water supply, and the creeks and ponds that are on and close to subject property due to (due to washing and maintaining of heavy industrial equipment on the subject property).

The carrying on landfill activities (burning and burying building/construction debris) without City of SSM's knowledge or permits

Changes being made to natural ravine (filling in with cement, bricks and other building material close to the creek (Root River tributary) without city's and Ministry knowledge, approval, and permit

Devaluation of property values in the area

Detrimental affect on air quality in the area due to exhaust fumes, use of oil and gasoline for heavy equipment, burning of debris

Subject property is too narrow for this use – approx 134' frontage; not wide enough to provide dust/noise protection for neighbours

It will set a precedent for industrial uses in other rural areas of the city

Signed this day Sept 26th in Sault Ste. Marie, Ontario

Mrs. W. Noel 563 Old Houlaw, Bay Rd

SIGNATURE

ADDRESS

APPLICATION NO.: A-17-15-Z-OP

592 OLD GOULAIS BAY ROAD

CYNTHIA & TERRY WRIGHT – CONTRACTORS YARD

I, Andy Huopala am against approval of this application for the following reasons:

Contamination of area wells and city water supply

Contamination of creek and ponds on and close to subject property

The carrying on illegal landfill activities (burning and burying building/construction debris)

Changes being made to natural ravine (filling in with cement, bricks and other building material close to the creek (Root River tributary) without city's knowledge and approval

Devaluation of property values in the area

Detrimental affect on air quality in the area due to exhaust fumes, use off oil and gasoline for heavy equipment, burning of debris

Subject property is too narrow for this use – approx 134' frontage

It will set a precedent for industrial uses in other rural areas of the city

Signed this day Sept 26-15 in Sault Ste. Marie, Ontario

SIGNATURE

527 Old Goulais Bay Rd

ADDRESS

Pat Schinners, Administrative Assistant, p.schinnners@cityssm.on.ca, to ensure that it gets put on Council's Agenda.

NOTE: Away until Monday Sept. 21st - Peter Tonazzo, MCIP, RPP Planner, SSM,

99 Foster Dr Sault Ste. Marie, ON P6A 5X6, Tel: 705.758.2780 Fax: 705.541.7165 p.tonazzo@cityssm.on.ca

ALDERMAN: Marchy Bruni, 705-949-9187 (Home), 705-971-0029 (Mobile) m.bruni@cityssm.on.ca

ALDERMAN: Frank Fata, 705-942-6630 (Home and Fax) 705-989-4238 Mobile *APA-17-157.0p*

LERRY FREIMAN

I, *Nancy FREIMAN*, am against approval of this application for the following reasons:

Contamination of area wells, city's water supply, and the creeks and ponds that are on and close to subject property due to (due to washing and maintaining of heavy industrial equipment on the subject property).

The carrying on landfill activities (burning and burying building/construction debris) without City of SSM's knowledge or permits

Changes being made to natural ravine (filling in with cement, bricks and other building material close to the creek (Root River tributary) without city's and Ministry knowledge, approval, and permit

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It will set a precedent for industrial uses in other rural areas of the city

Signed this day *Sept 26/15* in Sault Ste. Marie, Ontario

Nancy Freeman

SIGNATURE

555 Old Goulais Bay Rd.

555 Old Goulais Bay Rd

ADDRESS

REZONING APPLICATION NO.: A-17-15-Z-OP CYNTHIA & TERRY WRIGHT – CONTRACTORS YARD

Persons to contact re comments and concerns:

Pat Schinners, Administrative Assistant, p.schinnners@cityssm.on.ca, to ensure that it gets put on Council's Agenda.

NOTE: Away until Monday Sept. 21st - Peter Tonazzo, MCIP, RPP Planner, SSM,

99 Foster Dr. Sault Ste. Marie, ON P6A 5X6, Tel: 705.759.2780 Fax: 705.541.7165 p.tonazzo@cityssm.on.ca

ALDERMAN: Marchy Bruni, 705-949-9187 (Home), 705-971-0029 (Mobile) m.bruni@cityssm.on.ca

ALDERMAN: Frank Fata, 705-942-6630 (Home and Fax) 705-989-4238 Mobile

I, Susan Mitchell, am against approval of this application for the following reasons:

Contamination of area wells, city's water supply, and the creeks and ponds that are on and close to subject property due to (due to washing and maintaining of heavy industrial equipment on the subject property).

The carrying on landfill activities (burning and burying building/construction debris) without City of SSM's knowledge or permits

Changes being made to natural ravine (filling in with cement, bricks and other building material close to the creek (Root River tributary) without city's and Ministry knowledge, approval, and permit

Devaluation of property values in the area

Detrimental affect on air quality in the area due to exhaust fumes, use of oil and gasoline for heavy equipment, burning of debris

Subject property is too narrow for this use – approx 134' frontage; not wide enough to provide dust/noise protection for neighbours

It will set a precedent for industrial uses in other rural areas of the city

Signed this day Sept 24 2015 in Sault Ste. Marie, Ontario

Susan Mitchell 480 Old Goulais Bay Rd

SIGNATURE

ADDRESS

REZONING APPLICATION NO.: A-17-15-Z-OP CYNTHIA & TERRY WRIGHT – CONTRACTORS YARD

Persons to contact re comments and concerns:

Pat Schinners, Administrative Assistant, p.schinnners@cityssm.on.ca, to ensure that it gets put on Council's Agenda.

NOTE: Away until Monday Sept. 21st - Peter Tonazzo, MCIP, RPP Planner, SSM,

99 Foster Dr. Sault Ste. Marie, ON P6A 5X6, Tel: 705 759 2780 Fax: 705.541.7165 p.tonazzo@cityssm.on.ca

ALDERMAN: Marchy Bruni, 705-949-9187 (Home), 705-971-0029 (Mobile) m.bruni@cityssm.on.ca

ALDERMAN: Frank Fata, 705-942-6630 (Home and Fax) 705-989-4238 Mobile

I, Jim & Gillian Roney, am against approval of this application for the following reasons:

Contamination of area wells, city's water supply, and the creeks and ponds that are on and close to subject property due to (due to washing and maintaining of heavy industrial equipment on the subject property).

The carrying on landfill activities (burning and burying building/construction debris) without City of SSM's knowledge or permits

Changes being made to natural ravine (filling in with cement, bricks and other building material close to the creek (Root River tributary) without city's and Ministry knowledge, approval, and permit

Devaluation of property values in the area

Detrimental affect on air quality in the area due to exhaust fumes, use of oil and gasoline for heavy equipment, burning of debris

Subject property is too narrow for this use – approx 134' frontage; not wide enough to provide dust/noise protection for neighbours

It will set a precedent for industrial uses in other rural areas of the city

Signed this day Sept. 23, 2015 in Sault Ste. Marie, Ontario

<u>Jim Roney</u>	<u>466 Old Goulais Bay Rd.</u>
<u>Gillian Roney</u>	<u>456 Old Goulais Bay Rd.</u>
<u>Mark Leptien</u>	
SIGNATURE	ADDRESS

Pat Schinners

From: BRIAN ABERNOT <babernot@shaw.ca>
Sent: Friday, September 25, 2015 5:12 PM
To: Peter Tonazzo; Malcolm White
Cc: Pat Schinners
Subject: Fwd: RE APPLICATION # A-17-15-Z.OP



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

From: Brian Abernot
To: m.bruni@cityssm.on.ca ; f.fata@cityssm.on.ca
Cc: ~~Steven Chocomaier~~
Sent: Thursday, September 24, 2015 10:10 PM
Subject: RE APPLICATION # A-17-15-Z.OP

Hello,

My wife and I (Brian and Kathryn Abernot) are writing you in response to a rezoning of a rural property to Industrial of # 592 Old Goulais bay Road. (Cindy and Terry Wright)
We are a direct neighbour of Cindy and Terry Wright. We Live at # 580 Old Goulais Bay Road.

We would like to share our views on this situation.

We feel like we are living next to a 24hr construction site that never ends. There is heavy equipment coming and going , most times 24 hrs a day.
Along with the Wright time contracting/demolition/snow plowing business which is very large, there are many other business's that come and go constantly from this property. There is a repo car business where transports come and block off the street to load up repossessed cars, public storage business where people come and go freely, other business's that have rented space on the property such as "Hallow Metal" "Thyssenkrupp Elevator" in which they come and go on a regular basis
Worried about our security with so many unknown people walking /dumping garbage so close to our property lines/creek.
Lots of burning in a commercial dumpster , huge piles of debris (demolition houses) very close to creek that runs into the root river.

My kids can not play outside with the constant dust clouds coming over from all of the heavy machines coming and going, let alone all of the noise from the huge diesel engines, constant back up beepers (day and night), the large number of trailers getting pulled in and out of the property, all of the snow plowing vehicles , fork lifts, excavators, track hoes , grader machine , diesel trucks, etc etc etc
and when the snow comes , the property gets flooded with even more equipment rented for the snow plowing business, re:huge diesel loaders etc..
Our house/land actually shakes/vibration when ever they driver their huge equipment up and down their driveway.
Also, worried how much worse it will get once they are actually legal , or what other industrial business may move in if they move out.

We feel that this type of a business should be kept and ran out of certain areas of the city where it is zoned industrial or zoned for a contractors yard/business as large as the one in question.

I also own a commercial business being (Algoma Dairy Distributor Inc) in where it would be very convenient and cheaper for me to park all of my transports and straight trucks with all of its refrigeration equipment here on my property, but I understand this is a rural area , that I would have an unfair advantage against my competitor along with upsetting the neighbours.

So I pay for parking at TMS truck centre for my trucks, and I pay for a depot at 285 Wilson Street where my trucks can load during the night, in a industrial area and I feel anyone else with an industrial business should do the same.

This would also send a message to all industrial companies that they can rezone rural properties to industrial.?

We are concerned about our well water as we watch them next door filling their machines up with oil from 5 gallon buckets , and constantly washing all the grease,oil and fuels off their equipment , feet away from my well. We are all on sand here so and oils or fuels will go straight down into my families drinking water.

We bought this house approximately 11 years ago and there was no such activity at this property next door, or we would of not bought this house.
We feel if this rezoning goes through, that our property value will decrease significantly, below my mortgage amount and this is a major concern of ours.

Also please note that this property was just very recently completely cleaned up. So many vehicles , trailers , garbage, debris piles have left the property. Holes that where dug to burry debris where covered over , all for this inspection. Please note , or look at satellite images that this property usually does not look the way it does right now , as it was cleaned up significantly for this inspection

My wife and I , as well as many other neighbours do NOT want to see this property in our neighbourhood rezoned for industrial use or for a "contractors Yard" , as it is much more then a contractors yard.

Please vote NO for the rezoning of this property.(APPLICATION # A-17-15-Z.OP)

Please put for put your self in my shoes , you and your family would NOT want this type of business to just move in beside your house and then be approved by the city and made legal.

If you have any questions, or would like to talk , or see pictures or some videos , please contact me at anytime.

~~XXXXXXXXXXXX7~~
~~XXXXXXXXXXXX~~
~~XXXXXXXXXXXX~~

Thank you for your time, !
Brian and Kathryn Abernot
580 Old Goulais Bay Road

Peter Tonazzo

From: TERRY WRIGHT <terrywright@shaw.ca>
Sent: Monday, September 28, 2015 1:51 PM
To: Peter Tonazzo
Subject: Re: zoning meeting



Hi Peter,

Please defer our meeting until Oct 26, 2015.

Terry Wright

Sent from my iPhone

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-167

RESOLUTION: (E2.1) A by-law to authorize the execution of one (1) Municipal Council Confirmation Resolution to support the solar photovoltaic application being submitted to the Independent Electricity System Operator Feed-In-Tariff Program.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and/or the City Clerk is hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to one (1) Municipal Council Confirmation Resolution in the form of Schedule "A" attached hereto and dated the 28th day of September, 2015, to support the solar photovoltaic application being submitted to the Independent Electricity System Operator Feed-In-Tariff Program.

2. **SCHEDULE "A"**

Schedule "A" forms a part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 28th day of September, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\1. 2015\2015-167 CONFIRMATION SOLAR PHOTOVOLTAIC FIT APPLICATION (1).DOC

Schedule "A"



Independent Electricity
System Operator

FEED-IN TARIFF PROGRAM

WRITABLE FORM

120 Adelaide Street West, Suite 1600
Toronto, Ontario M5H 1T1
T 416-967-7474
F 416-967-1947
www.ieso.ca

PRESCRIBED FORM: MUNICIPAL COUNCIL RESOLUTION CONFIRMATION

Section 3.8(g) and 5.1(g)(i) of the FIT Rules, Version 4.0

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1 Resolution number: <u>N/A</u> Date resolution(s) was passed: <u>June 22, 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.)</i>
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2

Capitalized terms not defined in this form have the meanings ascribed thereto in the FIT Rules, Version 4.0.

I am the/an _____ City Clerk _____ of the _____ City of Sault Ste. Marie _____ (the "Municipality"), and have the delegated authority to provide this confirmation on behalf of the Municipality and without personal liability.

3

SCCEC 4.0 LP (the "Applicant") proposes to construct and operate a _____
(This must be the same Applicant (i.e., same name) as stated in the Municipal Council Support Resolution or Land Use Restriction Exemption Resolution provided as attached)

Rooftop Solar Project (the "Project") on _____
(This must be the same description as stated in the Municipal Council Support Resolution or Land Use Restriction Exemption Resolution provided as attached)

340 Great Northern Road, Sault Ste. Marie, Ontario (the "Lands") in the Municipality under the province's FIT Program.
(This must be the same description as the Lands in the Municipal Council Support Resolution or Land Use Restriction Exemption Resolution provided, as attached)

4

The resolution(s) provided with this Confirmation is *(check one or both as applicable)*:

a) ☒ A Municipal Council Support Resolution *(if selected, check one of the following)*:

1) ☒ A new FIT 4.0 Municipal Council Support Resolution. *(if selected the resolution must be attached as Exhibit "A")*

2) ☐ A pre-existing FIT 3.0 Municipal Council Support Resolution which has not been rescinded. *(if selected the resolution must be attached as Exhibit "A")*

ii) I have confirmed that the Project being proposed by the Applicant under the Province's FIT Program is the same Project on the same Lands as the Project that was the subject of the Municipal Council Support Resolution attached as Exhibit "B".

b) ☐ A Land Use Restriction Exemption Resolution *(if selected the resolution must be attached as Exhibit "A")*.

5

Name: Malcolm White Signed: _____

Title: City Clerk Date: September 28, 2015

(Signature block for authorized signee. Must be an original ink signature)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-165

DELEGATION TO COMMISSIONER OF COMMUNITY SERVICES: (C3) A by-law to authorize the Commissioner of Community Services, or his/her designate, to enter into standard agreements between the City and users of City facilities.

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 on May 31, 2010, City Council passed By-law 2010-105, a by-law to authorize the Manager of Community Centres and Marine Facilities or a designate to sign standard agreements between the City and users of City arenas;

AND WHEREAS the position of Manager of Community Centres and Marine Facilities no longer exists;

AND WHEREAS there are agreements for the use of facilities other than arenas which the Community Services Department wishes to enter into on behalf of City Council;

AND WHEREAS City Council considers it desirable for the purposes of efficient service delivery to delegate the authority to enter into these agreements on behalf of the City to the Commissioner of Community Services, 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. REPEAL OF BY-LAW 2010-105

By-law 2010-105 is hereby repealed.

2. AUTHORITY TO ENTER INTO FACILITY USE AGREEMENTS DELEGATED

City Council hereby delegates to the Commissioner of Community Services, or his/her designate, Council's power to enter into standard agreements for the use of City facilities.

3. **APPEAL TO CITY COUNCIL**

Where the potential user of the City facility is not satisfied with the position of the Commissioner of Community Services, or his/her designate, the potential user of the City facility may require the matter to be referred to City Council.

4. **EXECUTION OF DOCUMENTS**

The powers delegated to the Commissioner of Community Services, or his/her designate, under Section 1 of this by-law include the power to execute the facility use agreements on behalf of The Corporation of the City of Sault Ste. Marie.

5. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 28th day of September, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\1. 2015\2015-165 DELEGATING AUTHORITY FOR FACILITY USE AGREEMENTS
COMMISSIONER CSD.DOC

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-166

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 28th day of September, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

SCHEDULE "A"

BADGE	SPECIAL CONSTABLE	EMPLOYER	PROPERTY LOCATION
28	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	RECENT PRO/DAVEY HOWE/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK/DOG AREA/JOHN RHODES/OE 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 LEI	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
241	COGHILL, ROBIN	NORPROP SECURITY	RECENT PRO/DAVEY HOWE/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK/DOG AREA/JOHN RHODES/OE 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	TRAVSON, TERRANCE	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/OE SPORTS COMPLEX
267	CORBIERE, JOHN (TED)	NORPROP SECURITY	RECENT PRO/DAVEY HOWE/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK/DOG AREA/JOHN RHODES/OE 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/OE 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/OE 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/OE 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/OE SPORTS COMPLEX
391	MCLEOD, HEATHER	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/OE SPORTS COMPLEX
397	LAFRAMBOISE, YVON	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/OE SPORTS COMPLEX
400	JOHNSON, MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/OE SPORTS COMPLEX
410	POYNER, HAROLD	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
411	MOORE, ROBERT	NORPROP SECURITY	RECENT PRO/DAVEY HOWE/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK/DOG AREA/JOHN RHODES/OE 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	RECENT PRO/DAVEY HOWE/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK/DOG AREA/JOHN RHODES/OE SPORTS COMPLEX
441	WILSON, DAVID	NORPROP SECURITY	RECENT PRO/DAVEY HOWE/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK/DOG AREA/JOHN RHODES/OE SPORTS COMPLEX
442	MACLENNAN, MATTHEW	NORPROP SECURITY	RECENT PRO/DAVEY HOWE/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK/DOG AREA/JOHN RHODES/OE SPORTS COMPLEX
443	MARCIL, MARK	NORPROP SECURITY	RECENT PRO/DAVEY HOWE/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK/DOG AREA/JOHN RHODES/OE SPORTS COMPLEX
446	HALLIDAY, DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONEYBEARE, KEVIN	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/OE 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
466	DELAVALLE, DON	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/OE SPORTS COMPLEX
470	WOOLEY, NATHANIEL	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/OE 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/OE SPORTS COMPLEX
484	MCLEOD, VIRGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK/SPORTS COMPLEX/OE SPORTS COMPLEX
486	LONGO, NADIA	GT.NORTHERN RETIREMEI	760 NORTHERN RD.
487	ROUGEAU, MARISA	GT.NORTHERN RETIREMEI	760 NORTHERN RD.
488	LEFLEUR, MARILYN	GT.NORTHERN RETIREMEI	760 NORTHERN RD.
489	MCQUEEN, WANDA	GT.NORTHERN RETIREMEI	760 NORTHERN RD.
490	LUXTON, JEFF	GT.NORTHERN RETIREMEI	760 NORTHERN RD.
493	BROWN, FRASER	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/OE 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	RECENT PRO/DAVEY HOWE/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK/DOG AREA/JOHN RHODES/OE SPORTS COMPLEX
512	DIMMA, JUSTIN	NORPROP SECURITY	RECENT PRO/DAVEY HOWE/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK/DOG AREA/JOHN RHODES/OE SPORTS COMPLEX
516	GAY, JAMES	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/OE SPORTS COMPLEX
517	ROY, BRENDA	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/OE SPORTS COMPLEX
522	MCNAMA, STEVEN	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/OE SPORTS COMPLEX
523	MCBRIDE, GUY	NORPROP SECURITY	RECENT PRO/DAVEY HOWE/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK/DOG AREA/JOHN RHODES/OE SPORTS COMPLEX
526	JOHNSTON, CORY	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/OE SPORTS COMPLEX
537	DRAWBARGER, 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/OE 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	RECENT PRO/DAVEY HOWE/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK/DOG AREA/JOHN RHODES/OE SPORTS COMPLEX
556	ARCAND, SCOTT	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
562	DEARING, SCOTT	NORPROP SECURITY	RECENT PRO/DAVEY HOWE/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK/DOG AREA/JOHN RHODES/OE SPORTS COMPLEX
565	LISCUMB, GERALD	NORPROP SECURITY	RECENT PRO/DAVEY HOWE/GHC/QUEENSCENTRE/HURON ST PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK/DOG AREA/JOHN RHODES/OE 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	RECENT 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	RECENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST. PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK/DOG AREA/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	RECENT 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	GREGAN/TI, 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	RECENT 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/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	MIHAILUK, 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/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	RECENT 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	RECENT 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	RECENT 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/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	
644	SANTA MARIE, ROBERT	CITY OF SAULT STE MARIE JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE	
645	RANDALL, JOSEPH	G4S SECURITY	SAULT AIRPORT / HOSPITAL
646	GOERTZ, ABBY	CITY OF SAULT STE MARIE JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE	
647	DAFOE, TRUDY	NORTH EAST SECURITY	S. COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
648	ELWIGREN, STEPHEN	NORPRO SECURITY	RECENT PRO./DAVEY HOME/GHC/QUEENSCENTRE/HURON ST. PROPERTY/ELGIN TOWER/APH/556 QUEEN ST/STRATHCLAIR PARK/DOG AREA/JOHN RHODES/QE SPORTS COMPLEX
649	GRAHAM, STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG, RICHARD	G4S SECURITY	SAULT AIRPORT / HOSPITAL

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-168

FINANCE: (F1) A by-law to appoint the firm of KPMG LLP as municipal auditor to provide External Audit Services as required by the City of Sault Ste. Marie.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 296 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **MUNICIPAL AUDITORS APPOINTED**

The firm of KPMG LLP is hereby appointed as municipal auditor to provide External Audit Services for the five (5) year period commencing with the 2015 year end audit; allowing for an additional two (2) year extension by mutual agreement.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 28th day of September, 2015.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2015-169

PROPERTY: (MAP 37) A by-law to declare the City owned property legally described as PIN 31592-0211 (LT) LT 6 BLK 12 PL 1751 KORAH; SAULT STE. MARIE being civic 88 Goulais Avenue, as surplus to the City's needs and to authorize the disposition of the said property.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto.

3. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

4. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

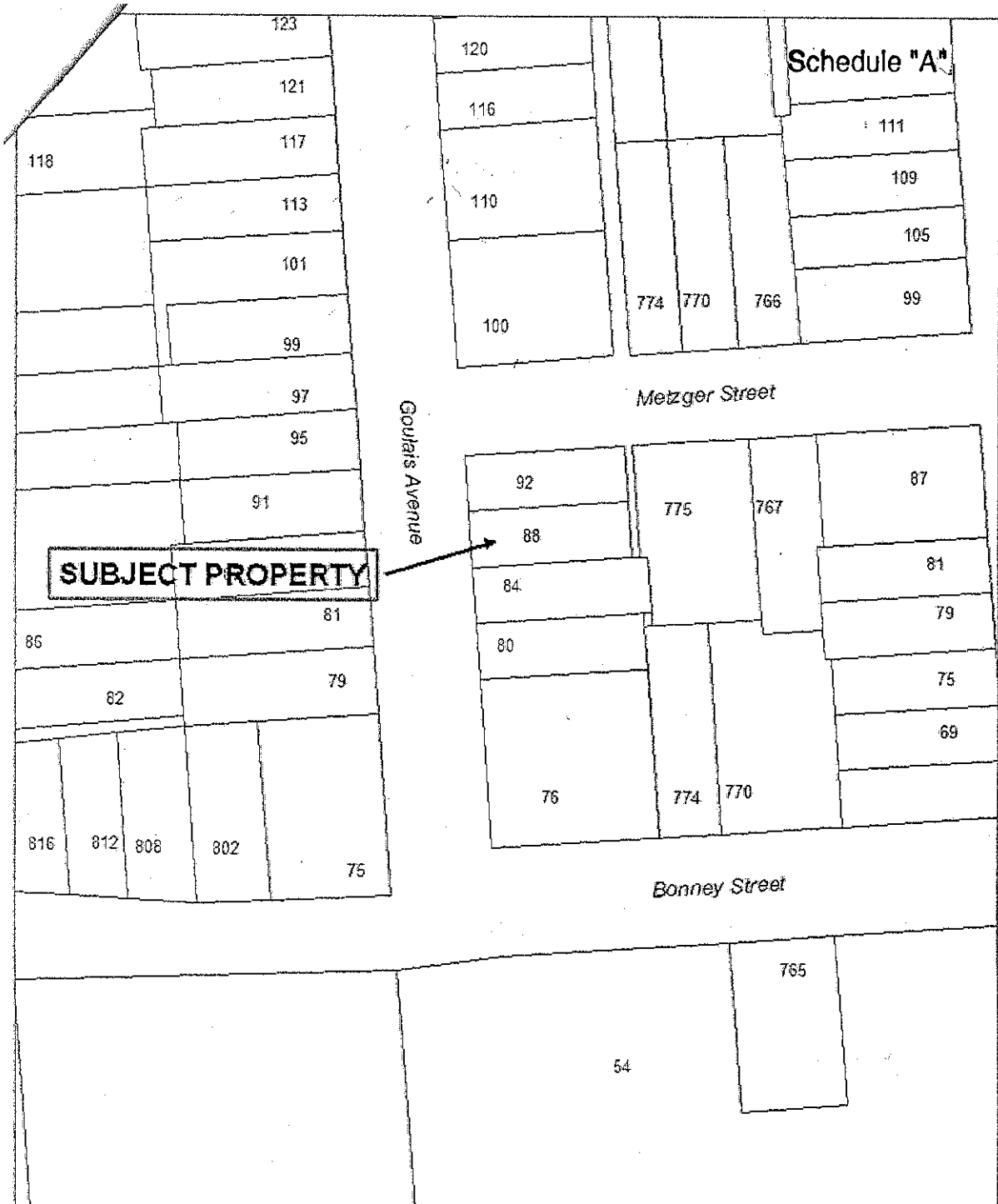
PASSED in open Council this 28th day of September, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

SCHEDULE "A" TO BY-LAW 2015-169

PIN 31592-0211 (LT) LT 6 BLK 2 PL 1751 KORAH; SAULT STE. MARIE



	88 GOULAIS AVENUE POTENTIAL SALE	The Corporation of the City of Sault Ste. Marie Engineering & Planning Department Planning Division June 17, 2015 This map is for general reference only. For official mapping, see the Engineering and Planning Department. Orthographic: North	Projection Details: NAD 1983 UTM Zone 16N GCS North American 1983 Parcel Fabric Scale: 0 10 20 Meters 1:10,000
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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-171

RESOLUTION: (E2.1) A by-law to authorize the execution of one (1) Municipal Council Support Resolution to support one (1) solar photovoltaic application being submitted to the Independent Electricity System Operator Feed-in-Tariff Program.

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. **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 one (1) Municipal Council Support Resolution in the form of Schedule "A" hereto attached and dated the 28th day of September, 2015, to support the solar photovoltaic application being submitted to the Independent Electricity System Operator Feed-in-Tariff Program.

2. **SCHEDULE "A"**

Schedule "A" forms a part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 28th day of September, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOM WHITE

sp LEGAL\STAFF\BYLAWS\1. 2015\2015-171



Independent Electricity
System Operator

**FEED-IN TARIFF
PROGRAM**

WRITABLE FORM

120 Adelaide Street West, Suite 1600
Toronto, Ontario M5H 1H1
T 416-967-7474
F 416-967-1947
www.ieso.ca

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

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

Page 1 of 1 Apr 2015 IESOMRD/FIT-0102

1 Resolution number: _____ Date resolution was passed: _____	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] <u>Sault Ste. Marie Innovation Centre</u> (the "Applicant") proposes to construct and operate a <u>Rooftop Solar Project</u> (the "Project") on <u>90 Ontario Avenue</u> (the "Lands") in <u>Sault Ste. Marie ON.</u> under the province's FIT Program; [AND WHEREAS] the Applicant has requested that Council of <u>City of Sault Ste. Marie</u> 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 <u>City of Sault Ste. Marie</u> 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.
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3	<table><tr><td>Signed: _____</td><td>Signed: _____</td></tr><tr><td>Title: <u>Mayor Christian Provenzano</u></td><td>Title: <u>City Clerk Malcolm White</u></td></tr><tr><td>Date: <u>September 28, 2015</u></td><td>Date: <u>September 28, 2015</u></td></tr></table> <i>(Signature lines for elected representatives. At least one signature required.)</i>	Signed: _____	Signed: _____	Title: <u>Mayor Christian Provenzano</u>	Title: <u>City Clerk Malcolm White</u>	Date: <u>September 28, 2015</u>	Date: <u>September 28, 2015</u>
Signed: _____	Signed: _____						
Title: <u>Mayor Christian Provenzano</u>	Title: <u>City Clerk Malcolm White</u>						
Date: <u>September 28, 2015</u>	Date: <u>September 28, 2015</u>						

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-172

AGREEMENT: (E2.3) A by-law to authorize the execution of an agreement between the City and STEM Engineering Group Incorporated for professional services for provision of additional slope stability to City lands near 90 Second Line East.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF 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 June 25, 2015 between the City and STEM Engineering Group Incorporated, a copy of which is attached as Schedule "A" hereto. This agreement is for professional services for provision of additional slope stability to City lands near 90 Second Line East.

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 28th day of September, 2015.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE



AGREEMENT FOR PROFESSIONAL SERVICES (SHORT FORM)

This Agreement is made as of 25 June 2015 between:

STEM Engineering Group Incorporated (herein called "STEM")

And

The Corporation of the City of Sault Ste. Marie (herein called "CLIENT")

CLIENT ADDRESS: 99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

PROJECT NAME: Second Line Slope Stabilization

STEM PROJECT NO.: 15101

1. SERVICES

The CLIENT requests and authorizes STEM, and STEM agrees, to perform the following services in a professional, competent manner:

- Prepare preliminary design drawings for stabilization of slope north of Second Line and west of Carmen's Way. These drawings to be used to estimate project quantities and costs.
- Design to be in general conformance to material recommendations of Alston & Associates in their cross section design from September of 2005 (Select subgrade material in conformance to OPSS 1010 to be placed and compacted to 95% SPMD).
- Design to be in general conformance to option #4 in STEM's letter to the CLIENT regarding these matters (February 28, 2011):
"Partial Fill at Toe of Slope -- Place fill along the original toe of slope on either side of the failed area to provide a final maximum grade of 20" "
- Prepare estimate for total project cost including all engineering design services, construction costs, and contract administration costs.
- Total costs for project to be less than \$100,000. The design will be adjusted as required to meet the project budgetary requirements.
- Prepare issued for construction drawings with all required plans, cross sections, notes, and details to tender and construct the project. Separate specifications will not be provided.
- Tender the project by invitation to three or more select constructors which STEM and the CLIENT believe to be capable of satisfactorily completing the project.
- Project to be a fixed price contract with defined quantities of import fill material.
- Provide construction administration of the project during tendering and construction including general review of construction in process.
- Total project costs to include materials testing of embankment by others (if CLIENT Testing Laboratory Staff are not available to do this work).

2. CLIENT SERVICES

The CLIENT will provide the following required to complete the project:

- The CLIENT will provide material testing services for compaction of embankment materials if CLIENT Staff are available.



3. EXCLUSIONS

- The intent of this project is to provide some additional stability to the slope. A thorough geotechnical investigation has not been completed, and options in STEM's letter of June 25th, 2015 (attached) were provided based on assumed soil parameters, and provided a range of possibilities for the limited funding available. The Client's 2015 budget of \$100,000 will likely be sufficient to implement option 4, which will add stability. The Client is aware that option 4 will provide additional stability to the slope, but is not the full buttressing option proposed by the geotechnical consultant.

4. COMPENSATION

The CLIENT will pay STEM for services at our hourly rates with an upset limit of: \$12,500.00 + HST

5. ENTIRE PROPOSAL/AMENDMENT

This proposal supersedes all prior agreements and understandings between the parties respecting the above services. There are no other collateral warranties, representations or agreements. This agreement shall not be amended except by writing signed by the parties.

ACCEPTED BY STEM:

Per: Andrew Barney
Date: JUNE 25, 2015

APPROVED BY CLIENT:

Per: _____
Date: _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-173

OFFICIAL PLAN AMENDMENT: A by-law to adopt Amendment No. 214 to the Official Plan for the City of Sault Ste. Marie (475 Trunk Road Sar-Gin Developments (Sault) Ltd.).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 21 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. The Council hereby adopts Amendment No. 214 to the Official Plan for the Sault Ste. Marie planning area in the form attached hereto.
2. Subject to any referrals under the Planning Act, this by-law shall come into force on the date of its final passing.

PASSED in open Council this 28th day of September, 2015.

MAYOR - DEBBIE AMAROSO

CITY CLERK - MALCOLM WHITE

Staff/legal/zoning/2015/2015-173(OP) & 2015-174(Z)

**AMENDMENT NO. 214
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE:

This Amendment is an amendment to the text of the Official Plan as it relates to the Commercial Area policies.

LOCATION:

Plan H724 PT LOTS 7 TO 10 RCP RP 1R3396 PART 2 RP 1R3434 Part 1, located on the south side of Trunk Road, approximately 175m east of its intersection with Shannon Road. Civic No. 475 Trunk Road

BASIS:

This Amendment is necessary in view of the request to permit the entire gross floor area of the existing building to be occupied by office uses.

The proposal does not conform to the existing Commercial policies as they relate to the subject property.

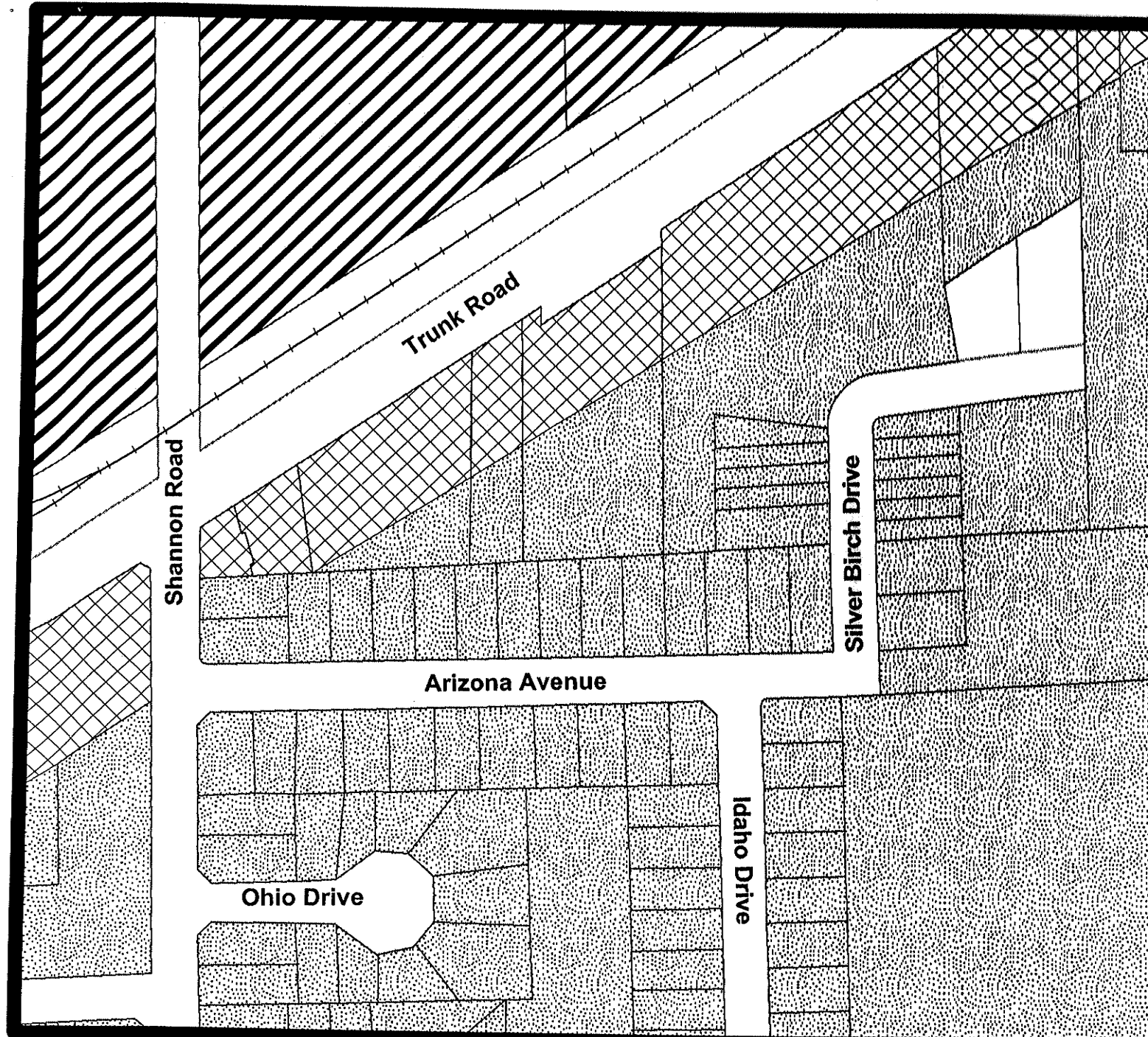
Council now considers it desirable to amend the Official Plan, by way of a notwithstanding clause to Commercial Policy 4.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO:

143. Notwithstanding the Commercial Policies of the Official Plan, the lands described as Plan H724 PT LOTS 7 TO 10 RCP RP 1R3396 PART 2 RP 1R3434 Part 1, located on the south side of Trunk Road, approximately 175m east of its intersection with Shannon Road, having Civic No. 475 Trunk Road, may be utilized to permit up to 1745m² of office space, which is the entire floor area of the existing building.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



OFFICIAL PLAN MAP **SCHEDULE "C" LANDUSE**

475 TRUNK ROAD

Planning Application: A-16-15-Z-OP

Official Plan Amendment: 214

Legend

Official Plan Landuse Designation

Official Plan Landuse Designation

 Residential



Subject Property = 475 Trunk Road



Commercial



Industrial



METRIC SCALE
1 : 2500

ROLL NUMBER
010-018-029-0

MAP NUMBERS
31 & 1-34

LABEL ID
A-16-15-Z

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2015-174

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 475 Trunk Road (Sar-Gin Developments (Sault) Ltd.).

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. **475 TRUNK ROAD; LOCATED ON THE SOUTH SIDE OF TRUNK ROAD, APPROXIMATELY 175M EAST OF ITS INTERSECTION WITH SHANNON ROAD; CHANGE FROM C4 TO C4.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 1-34 of Schedule "A" to By-law 2005-150, is changed from C4 (General Commercial) zone to C4.S (General Commercial) 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(355) and heading as follows:

"2(355) 475 Trunk Road

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the south side of Trunk Road, approximately 175m east of its intersection with Shannon Road and having civic no. 475 Trunk Road and outlined and marked "Subject Property" on the map attached as Schedule 355 hereto is changed from C4 (General Commercial) zone to C4.S (General Commercial) zone with a "Special Exception" to permit the entire Gross Floor Area of the existing building to be occupied by office uses, in addition to the uses permitted in a C4 zone."

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 as amended by Official Plan Amendment No. 214.

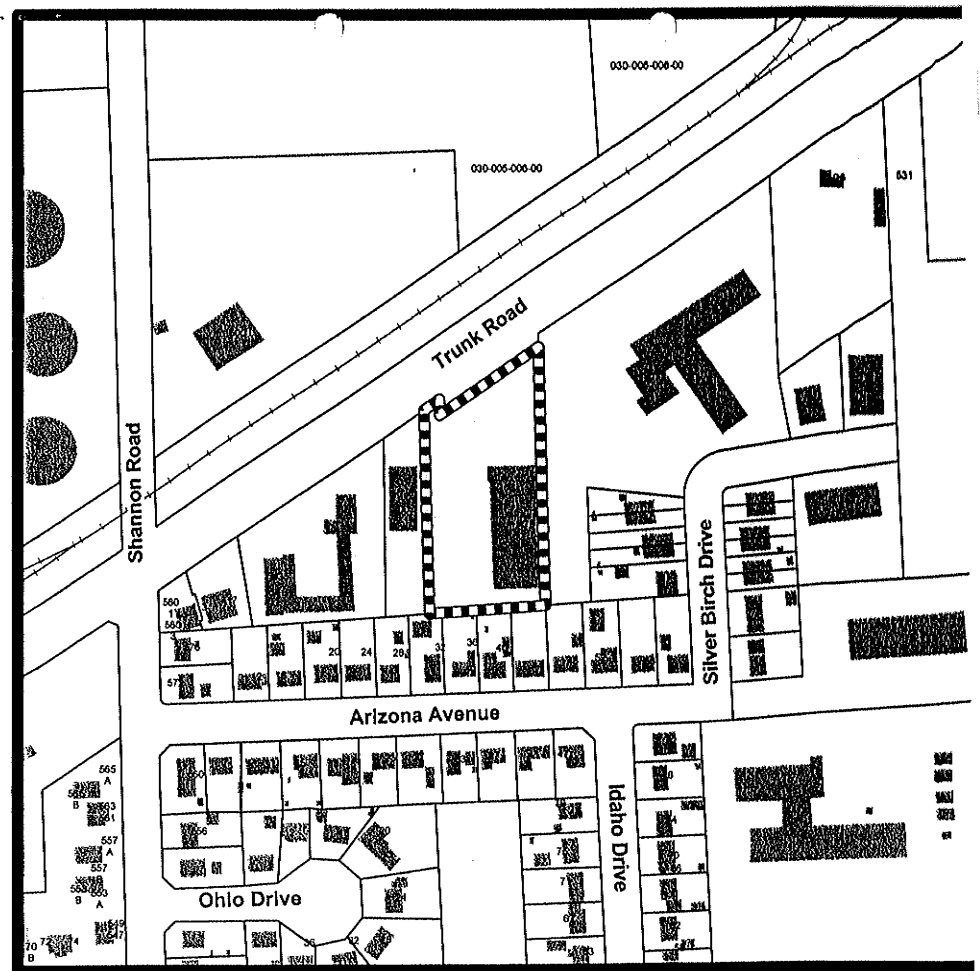
PASSED in Open Council this 28th day of September, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

staff/legal/zoning/2015/2015-173(OP) & 2015-174(Z)

SCHEDULE "A" TO BY-LAW 2015-174 AND
SCHEDULE 355 TO BY-LAW 2005-151



SUBJECT PROPERTY MAP

475 TRUNK ROAD

Planning Application: A-16-15-Z-OP

Legend

 Subject Property = 475 Trunk Road



METRIC SCALE
1 : 2500

ROLL NUMBER
010-018-029-0

MAP NUMBER
31 & 1-34

LABEL ID
A-16-15-Z

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-175

AGREEMENT: (E2.3) A by-law to authorize the execution of an agreement between the City and Tulloch Engineering Inc. for the reconstruction of Second Avenue from Wallace Terrace to Second Line West in the amount of Three Hundred and Sixty-Seven Thousand (\$367,000.00) Dollars.

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 September 28, 2015 between the City and Tulloch Engineering Inc. for the reconstruction of Second Avenue from Wallace Terrace to Second Line West in the amount of Three Hundred and Sixty-Seven Thousand (\$367,000.00) Dollars, a copy of which is attached as Schedule "A" hereto. This agreement is for the 2015 Capital Road Reconstruction Program.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 28th day of September, 2015.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

AGREEMENT

FOR

PROFESSIONAL CONSULTING SERVICES

MEMORANDUM OF AGREEMENT dated the **28th** day of **September**

A. D. 2015

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

TULLOCH ENGINEERING INC.

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to Reconstruct Second Avenue from Wallace Terrace to Second Line West, including sanitary sewers, storm sewers, water mains, services and roadworks.

hereinafter called the 'Project' and has requested the Consultant to furnish professional services in connection therewith;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS

1.01 Retainer

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

1.03 Compensation

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

1.04 Staff and Methods

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

1.05 Drawings and Documents

Subject to Section 3.2.2 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the client indemnifies the Consultant for unauthorized use of the documents and deliverables.

1.06 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

1.07 Records and Audit

- (a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- (b) The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.2. In the event that the client delays the project then the consultant shall have the right to renegotiate the agreement.

1.09 Suspension or Termination

Either party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2. for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

1.10 Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$2,000,000 per occurrence and in the aggregate for general liability and \$2,000,000 for automobile insurance. When requested the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$1,000,000 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

1.12 Contracting for Construction

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1 (b).

1.17 Sub-Consultants

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

1.18 Inspection

The client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the client.

1.21 Dispute Resolution

- (a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.
- (d) The provisions of The Arbitration's Act, R.S.O., 1991, Chapter 17, as amended shall apply.

1.22 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require. .

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, and where payment is calculated on a time basis, the Consultant shall provide, for approval by the Client:

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Client for any of the following changes:

- (a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (b).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

ARTICLE 2 - SERVICES

2.1 Consultant's Services for Preliminary Design of the Project

The Consultant shall provide the Services for preliminary design of the Project and such work shall include the following:

1. Meet with the appropriate representatives of the municipality
 - a) Obtain full information on existing and proposed municipal services, roads, and other facilities. Obtain any available background information including drawings, reports, and traffic counts relating to the project.
 - b) Obtain the Client's standard criteria for design.
 - c) Establish the extent of services to be provided and the manner of presentation.
2. Conduct a physical reconnaissance and review topographical maps of the Project area to ascertain the location, topography, drainage and existing municipal services.
3. Establish the design criteria for the design of the Project.
4. Recommend environmental parameters for the design.
5. Assemble existing soils data and conduct additional soils program, if required.
6. Preparation and recommendation of alternative concepts and designs considering geometrics, property, cost and environmental features.
7. Development and recommendation of horizontal and vertical alignments for the Project on a plan scale acceptable to the Client.
8. Proposed typical sections for the roadway, including number of lanes, median (if required), turning lanes, rights-of-way, bus bays, entrances, intersecting roads and other cross section elements.
9. Concept design of interchanges and intersections.
10. Preparation and distribution of minutes of Project meetings.
11. Correspondence with governmental ministries, agencies and other public authorities for design information.
12. Review general drainage requirements.
13. Establish preliminary property and right-of-way requirements. Identify property acquisition requirements, if any.
14. Identify major utility installations and adjustments.
15. Review and utilization of the detailed topographic survey provided by the Client and supplemental survey work necessary for the provisions of the services herein and,
 - a) For the assessment and verification of feasibility of engineering alternatives considered for the Project.
 - b) To provide sufficient survey reference points clear of the expected construction area to allow future re-establishment of the alignment proposed for the Project.
 - c) To establish elevation control bench marks clear of the expected construction area sufficient to allow referencing of further detailed elevation information, and the development and control of elevations of the Works to be constructed under the Project.
16. Preparation of Preliminary Design Drawings.
17. Preliminary construction cost estimates.
18. Prepare display material and conduct a Public Open House, if required by the Client.

2.2 Client's Services for Preliminary Design

The Client shall provide the Consultant with:

1. Available Functional Study or Predesign Investigation undertaken for the Work.
2. Access to and the use of existing plans, profiles, utility information, legal documents and correspondence relevant to the Work.
3. A detailed digital topographic survey of the existing features within the project limits.
4. Base Plan of the project area showing property fabric.
5. Traffic information.
6. Available Traffic or Transportation Study Reports of the area.
7. General direction of the Consultant in the provision of services and approvals from time to time as necessary during the currency of this agreement.
8. Any information regarding soils and utilities in the possession of the Client necessary for the preparation of the plans.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses (1) to (8) hereof, inclusive, as being accurate, in the performance of the Consultant's services under this Agreement.

2.3 Consultant's Services for Detailed Design of the Project

The Services to be provided by the Consultant in the execution of the design of the Project shall include:

1. Expertise required for the design of all structures and facilities to serve the best interests of the public, with due regard for environmental concerns, capital cost and operating efficiency in accordance with current state of the art and acceptable standards established by the Client and regulatory authorities.
2. Supplemental field survey work required after the design criteria and functional alignment have been established, which shall include all supplemental survey work necessary for the estimating of quantities, the detailed setting of alignment and grade to fit controlling natural and artificial topographic and underground features, the design of culverts, ditches, drains and storm sewers, and the positioning of all appurtenances associated with the construction of the Project.
3. Drainage studies and the preparation of detailed design drawings and specifications for storm sewers and all necessary drainage works.
4. Investigation and confirmation of the present location of all above ground utilities, updating of the Client's plans and profiles to show the present location and the proposed location, and preparation of additional drawings required for alternative utility relocation as required by the Client. Underground utilities are to be indicated on the plans and profiles in accordance with information submitted by the respective utility.
5. The preparation and submission of preliminary drawings, investigations, and the recommendations to the Client, on such alternatives or modifications to the Project that the Consultant in his professional judgement deems advantageous to the Client.
6. The preparation of appropriate plans showing any lands or interests in land required for the Project.
7. Advising the Client of the need to seek permission to enter private lands for investigation purposes.
8. Participation in a reasonable number of meetings for informative, negotiative or presentative purposes with the Client in connection with the Services provided under this Agreement, after the establishment of the design criteria and functional alignment.
9. The preparation of contract documents for the Project including the detailed construction drawings, tender quantity forms, general conditions, specifications, information to bidders, and special provisions.
10. The preparation of detailed quantity and cost estimates, sundry engineering and materials.
11. The provision of complete sets of tendering documents and one complete set of reproducible drawings for the Project. In addition, the Consultant shall provide a digital copy of the drawings in Auto Cad format to the Client.
12. Incorporation into the contract document package of design drawings and specifications of work designed by others, when required.
13. The submission of plans, specifications, schedules, and applications for approval to the client and to appropriate authorities, as required. Attend meetings at the offices of these public authorities to discuss designs and to provide explanations for the purpose of furthering the applications toward approval.
14. The preparation of special applications or reports to assist the client in obtaining subsidy payments, grants and special financing from senior levels of government.
15. Advice, consultation and assistance to the Client in the advertising, receiving and evaluation of bids, and awarding of a contract for construction.

2.4 Client's Service for Detailed Design

The client shall provide the Consultant with the following services, notwithstanding that, should the Client be unable to provide any of the services hereunder, services may be assigned to the Consultant under Section 1.08.

1. Access to and, where necessary, copies of existing plan, profiles or other topographic information showing or pertaining to existing conditions within the Project area.
2. Registered land plans, legal documents and surveys, where necessary, defining the property limits of existing rights-of-way and other parcels of land affected by the Project, and as required in the acquisition of property and lands for the Project.
3. Specimen contract documents for the guidance of the Consultant in the design of the Project to the standards required by the Client.
4. General direction of the Consultant in the provision of the services.
5. Any information regarding utilities necessary for the preparation of the plans in the possession of the Client.
6. Arrange and make provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the Project, as necessary to enable him to perform his services.
7. Designate in writing individual to act as his Representative who will transmit instructions to and receive information from the Consultant.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses 1 through 7 hereof, inclusive, as being accurate in the performance of the Consultant's services under this agreement.

2.5 Consultant's Services for Construction Administration on the Project

The Consultant, on behalf of the Client, provides a review of the Project during construction. The Contractor is responsible for discharging his obligations under the terms and conditions of the construction contract. The performance of the Contract is not the Consultant's responsibility nor are his review services rendered for the Contractor's benefit. The Contractor is responsible for the quality of work. It is understood that only work which has actually been seen during examination of representative samples can be said to have been appraised, and comments on the balance of the work are assumptions based on extrapolation.

The extent of the Consultant's duties for general review are as follows:

(a) Administrative Services During Construction

1. Advise the construction Contractor on the Consultant's interpretation of the drawings and specifications and issue supplementary details and instructions during the construction period as required.
2. Review for Client's approval the construction schedule proposed by the Contractor and comment on the procedures, methods and sequence of work.
3. Review shop drawings submitted for general compliance with the design requirements.
4. Consider and advise on alternative methods, equipment and materials proposed by the Contractor.
5. Advise on the validity of charges for additions or deletions and preparation of change orders.
6. Process Contractor's progress and final requisitions and issue progress certificates for the Client's acceptance.
7. Maintain adequate records related to the construction contracts.
8. Modify contract drawings to show the 'as-built' work and provide reproducible copies of these drawings to the Client, as well as electronic copies in Auto Cad format.
9. Arrange for the testing and inspection of materials and work, by an authorized inspection and testing company, where the construction contract calls for such testing.
10. Schedule and attend job meetings as deemed necessary.
11. Report on the progress of construction to the Client.

(b) Resident Staff Services during Construction

1. Provide reference line and elevation to the Contractor and, where necessary, check the construction Contractor's line and grade.
2. Report to the Client and make recommendations if the Consultant determines that the Contractor is not carrying out his work in accordance with the Contract Documents or that the Contractor's work does not satisfy the intent of the design or does not substantially conform with plans and specifications.
3. Investigate, report and advise on unusual circumstances which come to the Consultant's attention during construction.
4. Calculation and recording of quantities and the preparation of progress and final payment certificates prescribed by the Client, together with the compilation of such survey notes, diaries, records and reports substantiating such certificates during construction and on completion of the work.
5. Carry out final inspection at the conclusion of the construction contract, at the end of the maintenance period and as part of the acceptance program of the Client.
6. Obtain and record field information of construction details for the modification of contract drawings to show the work 'as-built'.
7. Maintain sufficient data to determine periodic progress of the Project.
8. Review construction Contractor's request for payments as to progress, quantities of work completed and materials delivered to the site and advise the Client.

2.6 Client's Services for Construction Administration

The Client shall provide the Consultant with the following services notwithstanding that, should the Client be unable to provide any of the Services hereunder, they may be assigned to the Consultant under Section 1.08.

1. Supplementary factors governing the Contractor's operations, such as by-laws, property considerations, maintenance of public services and traffic.
2. General direction of the Consultant in the provision of the services.
3. Arrange and make provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the Work, as necessary to enable him to perform his Services.
4. Designate in writing an individual to act as his Representative, who will transmit instructions to, and receive information from, the Consultant.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses 1 through 4 hereof, inclusive, as being accurate, in the performance of the Consultant's Services under this Agreement.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

(a) **Cost of the Work:**

- (i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- (ii) Wherever the client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- (v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

(b) **Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications in accordance with Schedule A, attached.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the client to adjust hourly rates and such approval shall not be unreasonably withheld.

3.2.1.2 Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

3.2.2 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

SIGNED, SEALED AND DELIVERED

in the presence of:) _____
) _____
) _____
) _____
) _____
) _____
) _____
) _____

TULLOCH ENGINEERING INC.

| The signatory shall have the authority to bind the corporation or company for purposes of this agreement

(Signature)

Larry Jackson
(Name)

General Manager
(Title)

THE CORPORATION OF

The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement

MAYOR

CLERK

SCHEDULE A

1. Fee Estimate

The estimated total fees for the assignment, including all expenses and disbursements are shown in the following table. The total fee for the construction phase of the assignment is an estimate based on experience on similar projects and an anticipated construction duration. The actual fee during construction is dependent on the Contractor's schedule and construction methodology. The Total Fee for the assignment is an Upset Limit for the specified Scope of Work and will not be exceeded without the approval of the Corporation of the City of Sault Ste. Marie.

Description of Services	Scope of Work	Estimated Fee
Preliminary and Detailed Design of the Project	Agreement Sections 2.1 and 2.3	\$132,000.00
Administration and Resident Staff Services During Construction	Agreement Section 2.5	\$235,000.00
Total Upset Limit		\$367,000.00

Fees do not include H.S.T.

2. Billing Rates

Billing rates for personnel assigned to this project, based on their job description / classification are provided in the following table.

Job Description / Classification	Billing Rate
General Manager / Principal	\$160/hour
Project Manager / Senior Engineer	\$120 - \$140/hour
Intermediate Engineer	\$100 - \$120/hour
Engineering Intern/ Junior Engineer	\$70 - \$90/hour
Senior Technician / Designer	\$80 - \$100/hour
Intermediate Technician / Designer	\$70 - \$80/hour
Junior Technician / Designer	\$60 - \$70/hour
Senior Inspector	\$80 - \$100/hour
Junior Inspector	\$60 - \$80/hour
CAD Operator	\$60 - \$80/hour
Administrative	\$50 - \$65/hour

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-176

AGREEMENT: (E2.3) A by-law to authorize the execution of an agreement between the City and AECOM Canada Ltd. for the widening of Black Road from McNabb Street to Second Line East in the amount of Five Hundred and Sixty-Five Thousand (\$565,000.00) Dollars.

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 September 28, 2015 between the City and AECOM Canada Ltd. for the widening of Black Road from McNabb Street to Second Line East in the amount of Five Hundred and Sixty-Five Thousand (\$565,000.00) Dollars, a copy of which is attached as Schedule "A" hereto. This agreement is for the 2015 Capital Road Reconstruction Program.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 28th day of September, 2015.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

MEMORANDUM OF AGREEMENT dated the 28th day of September, 2015

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(Hereinafter called the 'Client')

THE PARTY OF THE FIRST PART

-AND-

AECOM CANADA LTD.

(Hereinafter called the 'Consultant')

THE PARTY OF THE SECOND

PART

WHEREAS the Client intends to undertake the detail design and provide construction administration/inspection services for the Reconstruction and Widening of Black Road from McNabb Street to Second Line East. The proposed construction includes earth excavation/grading, culverts, granular subbase and base, asphalt, pavement markings and utility relocations/upgrades.

AND WHEREAS the Consultant agrees to provide the requested services;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS

1.01 Retainer

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

1.03 Compensation

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.

1.04 Staff and Methods

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the Agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

1.05 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the Client shall indemnify the Consultant for any loss or damage suffered by the Client or any third parties resulting from any unauthorized use of the documents and deliverables

1.06 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

1.07 Records and Audit

- (a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- (b) The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4. In the event that the Client delays the project then the Consultant shall have the right to renegotiate the agreement.

1.09 Suspension or Termination

Either party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2. for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

1.10 Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees or officers may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, its employees or officers in the performance of this Agreement. Notwithstanding anything to the contrary, the Consultant shall not be responsible for any loss, damage, or liability to the extent arising from any contributing negligent acts by the Client, or its subcontractors, agents, employees or consultants.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

Neither party shall be responsible to the other for any special, incidental, indirect, consequential, financial and non-material damages of any kind whatsoever arising out of or related to or arising from said party's obligations under the Agreement or the breach thereof.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section 1.11 as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$2,000,000 per occurrence and in the aggregate for general liability and \$2,000,000 for automobile insurance. When requested the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$2,000,000 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the *Professional Engineers Act* (RSO 1990, Chapter P. 28) and regulations therein.

c) **Change in Coverage**

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be cancelled by the Consultant until thirty (30) days after written notice of cancellation has been delivered to the Client.

1.12 Contracting for Construction

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 Assignment

The Consultant shall be entitled at anytime to assign this Agreement to any of its subsidiaries or affiliates upon written notice to client.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Section 1.23.1 (c).

1.17 Sub-Consultants

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

1.18 Inspection

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is

required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the Client.

1.21 Dispute Resolution

- (a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The provisions of *The Arbitration Act*, S.O., 1991, Chapter 17, as amended shall apply.

1.22 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

Neither party shall be liable or penalized for delays or failure to perform its services if same is caused directly or indirectly by circumstances beyond a party's reasonable control.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, and where payment is calculated on a time basis, the Consultant shall provide, for approval by the Client:

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Client for any of the following changes:

- (a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- (c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 Additional Conditions

N/A

ARTICLE 2 - SERVICES

2.01 Services to be Provided by Consultant for Survey, Base Plan Preparation and Preliminary Design

The Consultant shall provide services for the Preliminary Design of the Project including the following:

1. Conduct pre-design meeting with City to review/confirm scope of work.
2. Collect any additional background documentation from City and agencies including reports, drawings, studies, etc. pertaining to the project. Review data and develop list of additional data required.
3. Complete detailed site survey (GPS/Total Station) and field review throughout the project limits.
4. Prepare base plans including all existing features, underground utilities, etc.
5. Develop a digital terrain model, contours, and sections of the original ground from digital survey data.
6. Develop preliminary horizontal and vertical alignments for the Project on a plan scale acceptable to the Client.
7. Develop design criteria with due consideration being given to ancillary features and adjacent properties.
8. Confirm proposed typical cross-sections for the roadway, including driving lanes, shoulders, intersecting roads and other cross section elements and provide recommended configuration.
9. Review existing illumination levels with PUC and identify any upgrades.
10. Review and finalize intersection configurations.
11. Review and confirm condition of underground infrastructure (storm sewers, sanitary sewers, watermains) and identify need for replacement and/or extension.
12. Finalize and recommend a preferred design for roadwork considering geometrics, property, cost and environmental features.
13. Update preliminary construction cost estimate.
14. Identify major utility installations and adjustments.
15. Review and confirm property acquisition requirements.
16. Finalize preliminary design drawings in digital format.
17. Prepare correspondence on behalf of the Client and circulate to governmental ministries, agencies and other public authorities for design information.
18. Prepare and distribute minutes of Project meetings.
19. Meet with and present to the Client preliminary design concepts for acceptance.
20. Meet and correspond with approvals agencies and prepare submission of applications for approvals.
21. Review existing traffic signals at McNabb and Second Line intersections and identify any upgrades (Note: assume only minor upgrades).

2.02 Services to be Provided by Client for Survey, Base Plan Preparation and Preliminary Design

The Client shall provide the Consultant with the following relating to the Preliminary Design of the Project, unless already provided:

1. Copies of available information, investigations/studies undertaken for or related to the Work.
2. Access to and the use of existing plans, profiles, utility information, legal documents (plans), reports and correspondence relevant to the Project.
3. General direction of the Consultant in the provision of services and approvals within reasonable time as necessary during the currency of this agreement.
4. Digital survey data, where applicable.
5. Copies of contract plans of adjacent work.
6. CCTV inspections of all sewers, where applicable.
7. Publication of notices to the public.
8. Assisting the Consultant to gain access to private properties.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses (1) to (8) hereof, inclusive, as being accurate, in the performance of the Consultant's services under this Agreement.

2.03 Services to be Provided by Consultant for Detailed Design and Tendering (2016 and 2017 contracts)

The Consultant shall provide services for the Preliminary Design of the Project including the following:

1. Provide expertise required for the design of all facilities to serve the best interests of the public, with due regard for environmental concerns, capital cost and operating efficiency in accordance with current state of the art and acceptable standards established by the Client and regulatory authorities.
2. Coordinate additional field survey work required after the design criteria and functional alignment have been established, which shall include all survey work necessary for the estimating of quantities, the detailed setting of alignment and grade to fit controlling natural and artificial topographic and underground features, and design of drains, storm sewers, sidewalks, street lights, sanitary sewers, and water services, and the positioning of all appurtenances associated with the construction of the Project.
3. Investigate the present location of all above ground utilities, updating of the Client's plans and profiles to show the present location and the proposed location, and preparation of additional drawings required for alternative utility relocation as required by the Client.

Underground utilities shall be indicated on the plans and profiles in accordance with information submitted by the respective utility. The Consultant shall be entitled to rely upon the information and direction provided to it by the Utilities as being accurate in the performance of his services under this Agreement.
4. Prepare and submit design drawings, investigations, and recommendations to the Client, on such alternatives or modifications to the Project that the Consultant in his professional judgement, deems advantageous to the Client.
5. Advise the Client of the need to seek permission to enter private lands for investigation purposes. Such permission to enter private lands shall be obtained by the Client on behalf of the Consultant.
6. Participate in a reasonable number of meetings for informative, negotiative or presentative purposes with the Client in connection with the services provided under this Agreement, after the establishment of the design criteria and functional alignment.
7. Detail designs for roadworks, drainage and related appurtenances.

8. Finalize upgrades to signalized intersections, if any.
9. Prepare contract documents for the Project including: detailed construction drawings, tender quantity forms, general conditions, specifications, information to bidders, and special provisions.
10. Prepare detailed quantity and cost estimates, including sundry engineering and materials.
11. Finalize tender drawings.
12. Call tenders for the project as directed by Client, respond to questions during tender period, and review tenders and provide report.
13. Submit plans, specifications, schedules, and applications for approval to the Client and to appropriate authorities, as required. Attend meetings at the offices of these public authorities to discuss designs and to provide explanations for the purpose of furthering the applications towards approval.

2.04 Services to be Provided by Client for Detailed Design and Tendering (2016 and 2017 contracts)

1. Access to and, where necessary, copies of existing plans, profiles or other topographic information showing or pertaining to existing conditions within the Project area.
2. Registered land plans, legal documents and surveys, where necessary, defining the property limits of existing rights-of-way and other parcels of land affected by the Project, and as required in the acquisition of property and lands for the Project.
3. Specimen contract drawings for the guidance of the Consultant in the design of the Project to the standards required by the Client.
4. General direction of the Consultant in the provision of the services.
5. Any available information regarding utilities necessary for the preparation of the plans.
6. Arranging and making provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the Project, as necessary to enable him to perform his services.
7. Designating in writing an individual to act as his Representative who will transmit instructions to and receive information from the Consultant.
8. Acquisition of any lands that may be required.

2.05 Services to be Provided by Consultant for Contract Administration and Construction Inspection (2016 and 2017 contracts)

1. Liaison with City to address any construction related issues.
2. Coordinate and conduct pre-construction and site meetings.
3. Undertake contract administration and provide resident inspection during the construction phase.
4. Provide post construction services including conducting warranty inspection, issuance of release of holdback payments, and submission of as-constructed records.

2.06 and Services to be Provided by Client for Contract Administration and Construction Inspection (2016 and 2017 contracts)

1. Supplementary factors governing the Contractor's operations, such as by-laws, property considerations, maintenance of public services and traffic.
2. General direction of the Consultant in the provision of the services.
3. Arranging and making provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the work, as necessary to enable him to perform his Services.
4. Designating in writing an individual to act as his Representative, who will transmit instructions to, and receive information from, the Consultant.
5. Providing material testing services for granulars, concrete and asphalt during construction.

2.07 Milestones

The Consultant shall endeavour to perform the services set forth in paragraphs 2.01, 2.03 and 2.05 of this Agreement in the time frames provided for in the document titled "Proposed Work Program Reconstruction and Widening of Black Road (McNabb Street to Second Line)", a copy of which is attached hereto.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

(a) **Cost of the Work:**

- (i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- (ii) Wherever the client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- (v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

(b) **Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Percentage of Cost Basis

(Not Applicable)

3.2.2 Fees Calculated on a Time Basis

The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

- a) Staff on normal assignments – Payroll Cost multiplied by a factor of 2.0.
- b) Services During Construction:
 - (i) For all services, except for staff full-time continuously on site – Payroll cost multiplied by a factor of 2.0.
 - (ii) For site staff working full-time continuously – Payroll cost multiplied by a factor of 1.7.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the client to adjust hourly rates and such approval shall not be unreasonably withheld.

Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

3.2.3 Lump-Sum Fee / Negotiated Fee

3.2.3.1 Lump-Sum Fee Basis

(Not Applicable)

3.2.4 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, advertising for tenders, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests and reproducing specifications and drawing sets.

3.2.4.1 In addition to the fee a communication/ Information Technology (IT) charge equal to 5% of invoiced labour costs will be charged to cover telephone charges, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, special delivery and express charges, postage and IT costs. The IT assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The cost for reproducing specifications and drawing sets shall not be included in this rate.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

3.3.2 Fees Calculated on a Percentage of Cost Basis

(Not Applicable)

3.3.3 Lump Sum Fee/Negotiated Fee

(Not Applicable)

ARTICLE 4 – GENERAL PROVISIONS

- 4.1 Notices:** All notices under this Agreement shall be in writing. It shall be sufficient in all respects if the Notice is delivered by hand, sent by electronic means of sending messages, including facsimile transmission, which produces a paper record ("Transmission") during normal business hours, or sent by registered mail, postage prepaid, addressed to:

AECOM CANADA LTD.	CITY OF SAULT STE. MARIE ENGINEERING DEPARTMENT
523 Wellington Street East	99 Foster Drive, 5 th Floor
Sault Ste. Marie, Ontario P6A 2M4	Sault Ste. Marie, Ontario P6A 5N1
Attn: Mr. Rick Talvitie	Attn: Mr. Don Elliott
Branch Manager	Director of Engineering Services
Phone: 705-942-2612	Phone: 705-759-5329
Fax No.: 705-942-3642	Fax: 705-541-7165

or to such other address as either Party shall have designated by written notice to the other Party. Any notice so given shall be deemed to have been given and to have been received on the day of delivery, if so delivered, on the third Business Day (excluding each day during which there exists any interruption of postal services due to strike, lockout or other cause) following the mailing thereof, if so mailed, and on the day that notice was sent by Transmission, provided such day is a Business Day (a Business Day being any day of the week save and except for Saturday and Sunday) and if not, on the first Business Day thereafter.

- 4.2 Waiver of Rights:** Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.
- 4.3 Applicable Law:** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in the Province of Ontario and the laws of Canada, as applicable.
- 4.4 Entire Agreement, Modifications, Headings, Severability:** The Parties acknowledge that this Agreement constitutes the entire Agreement between them and supersedes all prior representations, warranties, agreements, and understandings, oral or written, between the Parties with respect to its subject matter. Unless stated otherwise in this Agreement, this Agreement may not be modified except in writing signed by both Parties. The headings to this Agreement are for convenience and reference purposes only and shall not constitute a part of the Agreement. If any element of this Agreement is later held to violate the law or a regulation, it shall be deemed void, and all remaining provisions shall continue in force.

[Execution Page Follows]

IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

AECOM CANADA LTD.

The signatory shall have the authority to bind the corporation for purposes of this Agreement

(Signature)

(Name)

(Title)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement

MAYOR

CLERK

SCHEDULE "A"

to Memorandum of Agreement Reconstruction and Widening of Black Road From McNabb Street to Second Line East

Dated the 28th day of September, 2015

1. The estimated fees/upset fee limit for each phase of the project is as follows:

Description	Scope of Work	Estimated Fee	Upset Fee Limit	Estimated Disbursements	Totals
Survey, Base Plan Preparation, and Preliminary Design	Article 2.01		\$87,000	\$5,000	\$92,000
Detailed Design and Tendering (2016 & 2017 contracts)	Article 2.03		\$98,000	\$11,000	\$109,000
Contract Administration and Construction Inspection (2016 & 2017 contracts)	Article 2.05	\$337,000		\$27,000	\$364,000

Note:

(i) Fees exclude taxes.

2. A range of billing rates for each employee classification is as follows:

Classification	Billing Rate (\$/hour)	Anticipated Staff Allocation to this Project
Senior Engineer	140 - 200	1
Intermediate Engineer	100 - 140	1
Senior Technician	100 - 150	2
Intermediate Technician	65 - 100	2
Support Staff	55 - 80	3

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-177

AGREEMENT: (E2.3) A by-law to authorize the execution of an agreement between the City and WSP Canada Inc. for the reconstruction of Coulson Avenue and Manor Road in the amount of Two Hundred and Sixty-Two Thousand Nine Hundred (\$262,900.00) Dollars.

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 September 28, 2015 between the City and WSP Canada Inc. for the reconstruction of Coulson Avenue and Manor Road in the amount of Two Hundred and Sixty-Two Thousand Nine Hundred (\$262,900.00) Dollars, a copy of which is attached as Schedule "A" hereto. This agreement is for the 2015 Capital Road Reconstruction Program.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 28th day of September, 2015.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

- 1 -

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

MEMORANDUM OF AGREEMENT dated the 28th day of September

A. D. 2015

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

WSP CANADA INC.

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to reconstruct Coulson Avenue, from Queen Street East to Manor Road and Manor Road from Coulson Avenue to Pine Street

hereinafter called the 'Project' and has requested the Consultant to furnish professional services in connection therewith;

design and construction contract administration for the reconstruction of Coulson Avenue and Manor Road under the 2016 Capital Road Reconstruction Program.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS

1.01 Retainer

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

1.03 Compensation

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.1.

1.04 Staff and Methods

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

1.05 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the client indemnifies the Consultant for unauthorized use of the documents and deliverables.

1.06 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

1.07 Records and Audit

- (a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- (b) The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4. In the event that the client delays the project then the consultant shall have the right to renegotiate the agreement.

1.09 Suspension or Termination

Either party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2. for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

1.10 Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$2,000,000.00 per occurrence and in the aggregate for general liability and \$2,000,000.00 for automobile insurance. When requested, the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$1,000,000.00 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

1.12 Contracting for Construction

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant will be in accordance with Section 1.23.1 (c).

1.17 Sub-Consultants

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

1.18 Inspection

The client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the client.

1.21 Dispute Resolution

- (a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.
- (d) The provisions of The Arbitration's Act, R.S.O., 1991, Chapter 17, as amended shall apply.

1.22 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require. .

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, and where payment is calculated on a time basis, the Consultant shall provide, for approval by the Client:

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Client for any of the following changes:

- (a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- (c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

ARTICLE 2 – SERVICES

2.1 Consultant's Services for Preliminary Design of the Project

The Consultant shall provide the Services for preliminary design for the Project and such work shall include the following:

1. Meet with the appropriate representatives of the municipality.
 - a) Obtain full information on existing and proposed municipal services, roads and other facilities.
 - b) Obtain the Client's standard criteria for design.
 - c) Establish the extent of services to be provided and the manner of presentation.
2. Conduct a physical reconnaissance and review topographical maps of the Project area to ascertain the location, topography, drainage and existing municipal services.
3. Establish the design criteria for the design of the Project.
4. Recommend environmental parameters for the design.
5. Assemble existing soils data and conduct additional soils program, if required.
6. Preparation and recommendation of alternative concepts and designs considering geometrics, property, cost and environmental features.
7. Development and recommendation of horizontal and vertical alignments for the Project on a plan scale acceptable to the Client.
8. Proposed typical sections for the roadway, including number of lanes, median (if required), turning lanes, rights-of-way, bus bays, entrances, intersecting roads and other cross section elements.
9. Concept design of interchanges and intersections.
10. Preparation and distribution of minutes of Project meetings.
11. Correspondence with governmental ministries, agencies and other public authorities for design information.
12. General drainage requirements.
13. Preliminary property and right-of-way requirements.
14. Major utility installations and adjustments.
15. Review and utilization of the detailed topographic survey provided by the Client and supplemental survey work necessary for the provisions of the services herein and,
 - a) For the assessment and verification of feasibility of engineering alternatives considered for the Project.
 - b) To provide sufficient survey reference points clear of the expected construction area to allow future re-establishment of the alignment proposed for the Project.
 - c) To establish elevation control bench marks clear of the expected construction area sufficient to allow referencing of further detailed elevation information, and the development and control of elevations of the Works to be constructed under the Project.
16. Preparation of Preliminary Design Drawings.
17. Preliminary construction cost estimates.

2.2 Client's Services for Preliminary Design

The Client shall provide the Consultant with:

1. Available Functional Study or Predesign Investigation undertaken for the Work.
2. Access to and the use of existing plans, profiles, utility information, legal documents and correspondence relevant to the Work.
3. A detailed topographic survey of the existing features within the project limits.
4. Traffic information.
5. Available Traffic or Transportation Study Reports of the area.
6. General direction of the Consultant in the provision of services and approvals from time to time as necessary during the currency of this agreement.
7. Any information regarding soils and utilities in the possession of the Client necessary for the preparation of the plans.

2.3 Consultant's Services for Detailed Design of the Project

The Services to be provided by the Consultant in the execution of the design of the Project shall include:

1. Expertise required for the design of all structures and facilities to serve the best interests of the public, with due regard for environmental concerns, capital cost and operating efficiency in accordance with current state of the art and acceptable standards established by the Client and regulatory authorities.
2. Supplemental field survey work required after the design criteria and functional alignment have been established, which shall include all supplemental survey work necessary for the establishing of quantities, the detailed setting of alignment and grade to fit controlling natural and artificial topographic and underground features, the design of culverts, ditches, drains and storm sewers, and the positioning of all appurtenances associated with the construction of the Project.
3. Drainage studies and the preparation of detailed design drawings and specifications for storm sewers and all necessary drainage works.
4. Investigation and confirmation of the present location of all above ground utilities, updating of the Client's plans and profiles to show the present location and the proposed location, and preparation of additional drawings required for alternative utility relocation as required by the Client. Underground utilities are to be indicated on the plans and profiles in accordance with information submitted by the respective utility.
5. The preparation and submission of preliminary drawings, investigations, and recommendations to the Client, on such alternatives or modifications to the Project that the Consultant in his professional judgment, deems advantageous to the Client.
6. The preparation of appropriate plans showing any lands or interests in land required for the Project.
7. Advising the Client of the need to seek permission to enter private lands for investigation purposes.
8. Participation in a reasonable number of meetings for informative, negotiative or presentative purposes with the Client in connection with the Services provided under this Agreement, after the establishment of the design criteria and functional alignment.

9. The preparation of contract documents for the Project including the detailed construction drawings, tender quantity forms, general conditions, specifications, information to bidders, and special provisions.
10. The preparation of detailed quantity and cost estimates, sundry engineering and materials.
11. The provision of complete sets of tendering documents and one complete set of reproducible drawings for the Project. In addition, the Consultant shall provide a digital copy of the drawings in Auto Cad format to the Client.
12. Incorporation into the contract document package of design drawings and specifications of work designed by others, when required.
13. The submission of plans, specifications, schedules, and applications for approval to the client and to appropriate authorities, as required. Attend meetings at the offices of these public authorities to discuss designs and to provide explanations for the purpose of furthering the applications towards approval.
14. The preparation of special applications or reports to assist the client in obtaining subsidy payments, grants and special financing from senior levels of government.
15. Advice, consultation and assistance to the Client in the advertising, receiving and evaluation of bids, and awarding of a contract for construction.

2.4 Client's Services for Detailed Design

The Client shall provide the Consultant with the following services, notwithstanding that, should the Client be unable to provide any of the services hereunder, services may be assigned to the Consultant under Section 1.08.

1. Access to and, where necessary, copies of existing plans, profiles or other topographic information showing or pertaining to existing conditions within the Project area.
2. Registered land plans, legal documents and surveys, where necessary, defining the property limits of existing rights-of-way and other parcels of land affected by the Project, and as required in the acquisition of property and lands for the Project.
3. Specimen contract documents for the guidance of the Consultant in the design of the Project to the standards required by the Client.
4. General direction of the Consultant in the provision of the services.
5. Any information regarding utilities necessary for the preparation of the plans in the possession of the Client.
6. Arrange and make provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the Project, as necessary to enable him to perform his services.
7. Designate in writing an individual to act as his Representative who will transmit instructions to and receive information from the Consultant.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses 1 through 7 hereof, inclusive, as being accurate in the performance of the consultant's services under this agreement.

2.5 Consultant's Services for Construction Administration on the Project

The Consultant, on behalf of the Client, provides a review of the Project during construction. The Contractor is responsible for discharging his obligations under the terms and conditions of the construction contract. The performance of the Contract is not the Consultant's responsibility nor are his review services rendered for the Contractor's benefit. The Contractor is responsible for the quality of the work. It is understood that

only work which has actually been seen during examination of representative samples can be said to have been appraised, and comments on the balance of the work are assumptions based upon extrapolation.

The extent of the Consultant's duties for general review are as follows:

(a) Administrative Services During Construction

1. Advise the construction Contractor on the Consultant's interpretation of the drawings and specifications and issue supplementary details and instructions during the construction period as required.
2. Review for Client's approval the construction schedule proposed by the Contractor and comment on the procedures, methods and sequence of work.
3. Review shop drawings submitted for general compliance with the design requirements.
4. Consider and advise on alternative methods, equipment and materials proposed by the Contractor.
5. Advise on the validity of charges for additions or deletions and preparation of change orders.
6. Process Contractor's progress and final requisitions and issue progress certificates for the Client's acceptance.
7. Maintain adequate records related to the construction contracts.
8. Modify contract drawings to show the 'as-built' work and provide reproducible copies of these drawings to the Client, as well as electronic copies in Auto Cad format.
9. Arrange for the testing and inspection of materials and work, by an authorized inspection and testing company, where the construction contract calls for such testing.
10. Schedule and attend job meetings as deemed necessary.
11. Report on the progress of construction to the Client.

b) Resident Staff Services during Construction

Resident staff services will be provided by the Consultant on a full time basis. Such services include:

1. Provide reference line and elevation to the Contractor and, where necessary, check the construction Contractor's line and grade.
2. Report to the Client and make recommendations if the Consultant determines that the Contractor is not carrying out his work in accordance with the Contract Documents or that the Contractor's work does not satisfy the intent of the design or does not substantially conform with plans and specifications.
3. Investigate, report and advise on unusual circumstances which come to the Consultant's attention during construction.
4. Calculation and recording of quantities and the preparation of progress and final payment certificates prescribed by the Client, together with the compilation of such survey notes, diaries, records and reports substantiating such certificates during construction and on completion of the work.
5. Carry out final inspection at the conclusion of the construction contract, at the end of the maintenance period and as part of the acceptance program of the Client.
6. Obtain and record field information of construction details for the modification of contract drawings to show the work 'as-built'.
7. Maintain sufficient data to determine periodic progress of the Project.

8. Review construction Contractor's request for payments as to progress, quantities of work completed and materials delivered to the site and advise the Client.

2.6 Client's Services for Construction Administration

The Client shall provide the Consultant with the following Services notwithstanding that, should the Client be unable to provide any of the Services hereunder, they may be assigned to the Consultant under Section 1.08.

1. Supplementary factors governing the Contractor's operations, such as by-laws, property considerations, maintenance of public services and traffic.
2. General direction of the Consultant in the provision of the services.
3. Arrange and make provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the Work, as necessary to enable him to perform his Services.
4. Designate in writing an individual to act as his Representative, who will transmit instructions to, and receive information from, the Consultant.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses 1 through 4 hereof, inclusive, as being accurate, in the performance of the Consultant's Services under this Agreement.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

(a) **Cost of the Work:**

- (i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- (ii) Wherever the client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- (v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

(b) **Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

Classification:	Hourly Rate:
-----------------	--------------

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the client to adjust hourly rates and such approval shall not be unreasonably withheld.

3.2.2.2 Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

3.2.2 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 1 percent (1%) monthly will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

SIGNED, SEALED AND DELIVERED

in the presence of:

) _____
) _____
) _____
) _____
) _____
) _____
) _____

CONSULTANT

| The signatory shall have the authority to bind the corporation or company for purposes of this agreement


(Signature)

David Spacek, P.Eng., PMP

Manager -- Municipal Infrastructure

THE CORPORATION OF

The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement

MAYOR, Christian Provenzano

CLERK, Malcom White

SCHEDULE A

1. **Fee Estimate**

The estimated total fees for the assignment, including all expenses and disbursements are shown on the following table. The total fee for the construction phase of the assignment is an estimate based on experience on similar projects and an anticipated construction duration. The actual fee during construction is dependent on the Contractor's schedule and construction methodology. The Total Fee for the assignment is an Upset Limit for the specified Scope of Work and will not be exceeded without the approval of the City of Sault Ste. Marie.

Description of Services	Scope of Work	Estimated Fee
Geotechnical Study	Agreement Section 2.1.5	\$10,500.00
Preliminary and Detailed Design	Agreement Sections 2.1 and 2.3	\$67,000.00
Contract Administration	Agreement Section 2.5	\$185,400.00
TOTAL ESTIMATED FEE		\$262,900.00

Fees do not include H.S.T.

2. **Billing Rates**

Billing rates for personnel assigned to this project, based on their job description / classification are provided in the following table.

Job Description / Classification	Billing Rates	Full-Time Resident Services Rates
Senior Consultant	\$150 - \$180 / hr.	
Senior Engineer / Project Manager	\$110 - \$150 / hr.	
Intermediate Engineer	\$90 - \$110 / hr.	
Engineer-in-Training (EIT)	\$65 - \$85 / hr.	
Senior Technician / Designer	\$75 - \$100 / hr.	\$70 - \$85 / hr.
Intermediate Technician / Designer	\$65 - \$75 / hr.	\$60 - \$70 / hr.
CAD Operator	\$65 - \$80 / hr.	
Junior Technician	\$50 - \$65 / hr.	\$55 / hr.
Secretarial	\$45 - \$65 / hr.	

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-178

AGREEMENT: (E2.3) A by-law to authorize the execution of an agreement between the City and STEM Engineering Group Incorporated for the Fort Creek Aqueduct John Street Diversion (Albert Street to Wellington Street West) in the amount of Four Hundred and Ninety-Six Thousand Eight Hundred (\$496,800.00) Dollars.

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 September 28, 2015 between the City and STEM Engineering Group Incorporated for the Fort Creek Aqueduct John Street Diversion (Albert Street to Wellington Street West) in the amount of Four Hundred and Ninety-Six Thousand Eight Hundred (\$496,800.00) Dollars, a copy of which is attached as Schedule "A" hereto. This agreement is for the 2015 Capital Road Reconstruction Program.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 28th day of September, 2015.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

MEMORANDUM OF AGREEMENT dated the 28th day of September

A. D. 2015

-BETWEEN-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

STEM ENGINEERING GROUP INCORPORATED

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to perform the following reconstruction; the **Fort Creek Aqueduct Rebuild – from Albert Street to Wellington Street**; this work includes the continuation of the Bypass Channel out of Esposito Park and along John Street to Edinburgh. This also includes the crossing of the main aqueduct at Albert Street and the removal of the obstruction in the crossing at Cathcart Street.

At this stage, for the John Street portion, we have allowed for final design of the John Street Corridor to enable it to be constructed and then be available as a diversion channel when the main aqueduct is reconstructed in two to three years.

HEREINAFTER called the 'Project' and has requested the Consultant to furnish professional services in connection therewith;

This work will include the replacement of the existing aqueduct for portions which it currently occupies, plus associated sanitary and storm sewer work, plus catch basins as maybe required, including the road restoration work as required. This work is to include preparation of tender documents and contract administration and supervision.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS

1.01 Retainer

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

1.02 Services

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

1.03 Compensation

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.

1.04 Staff and Methods

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

1.05 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client, including record drawings, may be used by the Client, for the Project herein described. In accordance with Article 1.06, the client indemnifies the Consultant for unauthorized use of the documents and deliverables.

1.06 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

1.07 Records and Audit

(a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.

- (b) The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

1.08 Changes and Alterations and Additional Services

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3. In the event the client delays the project the consultant shall have the right to renegotiate the agreement.

1.09 Suspension or Termination

Either party may, at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3 for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

1.10 Indemnification

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

1.11 Insurance

The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

(a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$5,000,000 per occurrence and in the aggregate for general liability and \$5,000,000 for automobile insurance. When requested, the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

(b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$1,000,000 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

(c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

1.12 Contracting for Construction

Neither the Consultant, nor any person, firm nor corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant will be in accordance with Section 1.23.1 (c).

1.17 Sub-Consultants

The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.

1.18 Inspection

The client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public

domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the client.

1.21 Dispute Resolution

- (a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.
- (d) The provisions of The Arbitration's Act, R.S.O., 1991, Chapter 17, as amended shall apply.

1.22 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require. .

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, and where payment is calculated on a time basis, the Consultant shall provide, for approval by the Client:

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require prior written approval, from the Client for any of the following changes:

- (a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- (c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 Additional Conditions

Electronic Data Files and CAD Files:

The Consultant will deliver to the Client (electronically or on tangible electronic storage media or otherwise) certain CAD files or electronic data files (the "Files") prepared by the Consultant solely for its own use. It is acknowledged that due to the nature of such electronic "Files", information contained therein could inadvertently be altered or erased by any person having access to them. Therefore, the Consultant gives no warranty or condition to the Client with respect to the "Files" and the data contained therein. The "Files" will not be stamped, certified or signed by the Consultant. Any use of the "Files" by the Client will be at the sole risk of the Client.

ARTICLE 2 – SERVICES

2.01 Services to be provided by Consultant

Reconstruction of the Fort Creek Aqueduct Rebuild – from Albert Street to Cathcart Street; this work includes the crossing at Albert Street.

Replacement of the existing aqueduct which occupies this space plus associated sanitary and storm sewer work, plus catch basins as maybe required, including the road restoration work as required. This work is to include preparation of tender documents and contract administration and supervision.

ARTICLE 3 – FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

(a) Payroll Cost

Payroll Cost is defined as hourly salary plus payroll burden.

- (i) The following formula shall be used to calculate the hourly salary for the billing purposes. Hourly salary equals:

$$\frac{\text{Annual Salary}}{\text{Hours per week} \times 52 \times .85}$$

- (ii) Payroll burden equals fringe benefits expressed as a percentage of salary that provides for health and medical insurance, group life and disability insurance, company and Canada pension employer contribution, Workers' Compensation and Unemployment Insurance, but excludes bonuses or profit sharing. For the purposes of this agreement payroll burden is 12.4 %.

(b) Cost of the Work:

- (i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the

sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).

- (ii) Wherever the client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- (iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- (iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- (v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

(c) **Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be as follows:

- (a) Principals and Executives on normal assignments \$140.00 per hour. This rate will be reviewed annually and adjusted accordingly.
- (b) Staff on normal assignments – Payroll Cost plus 100%.
- (c) Principals, Executives and staff rendering individual services on assignments for which they are eminently qualified and for which they require little or no assistance including providing expert testimony and attendance at hearings or courts - \$140.00 per hour.

(d) **Services during Construction**

- (i) For all services, except for staff full-time continuously on site:
 - a) Principals and Executives on Normal assignments\$140.00 per hour.

This rate will be reviewed annually and adjusted accordingly.
 - b) Other Staff: Payroll Cost Plus 100%.
- (ii) For site staff working full time continuously.... Payroll Cost plus 70%.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the consultant may from time to time seek approval from the client to adjust hourly rates and such approval shall not be unreasonably withheld.

Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to,

stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

3.2.2 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

3.2.2.1 Information Technology and Reprographic (ITR) Expenses.

Costs incurred by the Consultant shall be reimbursed at a standard charge rate of \$10.00 per labour hour expended. The assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The ITR charge shall also include all regular in-house convenience copying and printing. Cost for reproducing specifications and drawing sets shall not be included in this rate. (see above).

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

(a) Monthly Payment

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented, by the Client upon receipt. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

(b) The Consultant reserves the right, without penalty, to discontinue services in the event of non-payment.

(c) If the project is abandoned or delayed for any reason beyond the Consultant's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses.

3.4 Fee Estimate

Estimated Fees are contained in Appendix 1. The rates used in the estimates are representative of the type of individual who will perform the work, but the actual rates will be billed as per Article 3.

The fee is broken into two (2) phases. The 2016 work is under 15206.01 and the 2017 work is under 15206.02

SIGNED, SEALED AND DELIVERED

in the presence of:) _____
) _____
) _____
) _____
) _____
) _____
) _____

STEM ENGINEERING

| The signatory shall have the authority to bind the corporation or company for purposes of this agreement

Mark P. Coleman, P. Eng.
Principal

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement

MAYOR – Christian Provenzano

CITY CLERK – Malcolm White

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2015-179

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 57 St. George's Avenue West (Fawn).

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. **57 ST. GEORGE'S AVENUE WEST; LOCATED ON THE SOUTH SIDE OF ST. GEORGE'S AVENUE WEST, APPROXIMATELY 150M EAST OF JOHN STREET; 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 1-34 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(354) and heading as follows:

"2(354) 57 St. George's Avenue West

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the south side of St. George's Avenue West, approximately 150m east of John Street and having civic no. 57 St. George's Avenue West and outlined and marked "Subject Property" on the map attached as Schedule 354 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, a triplex."

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.

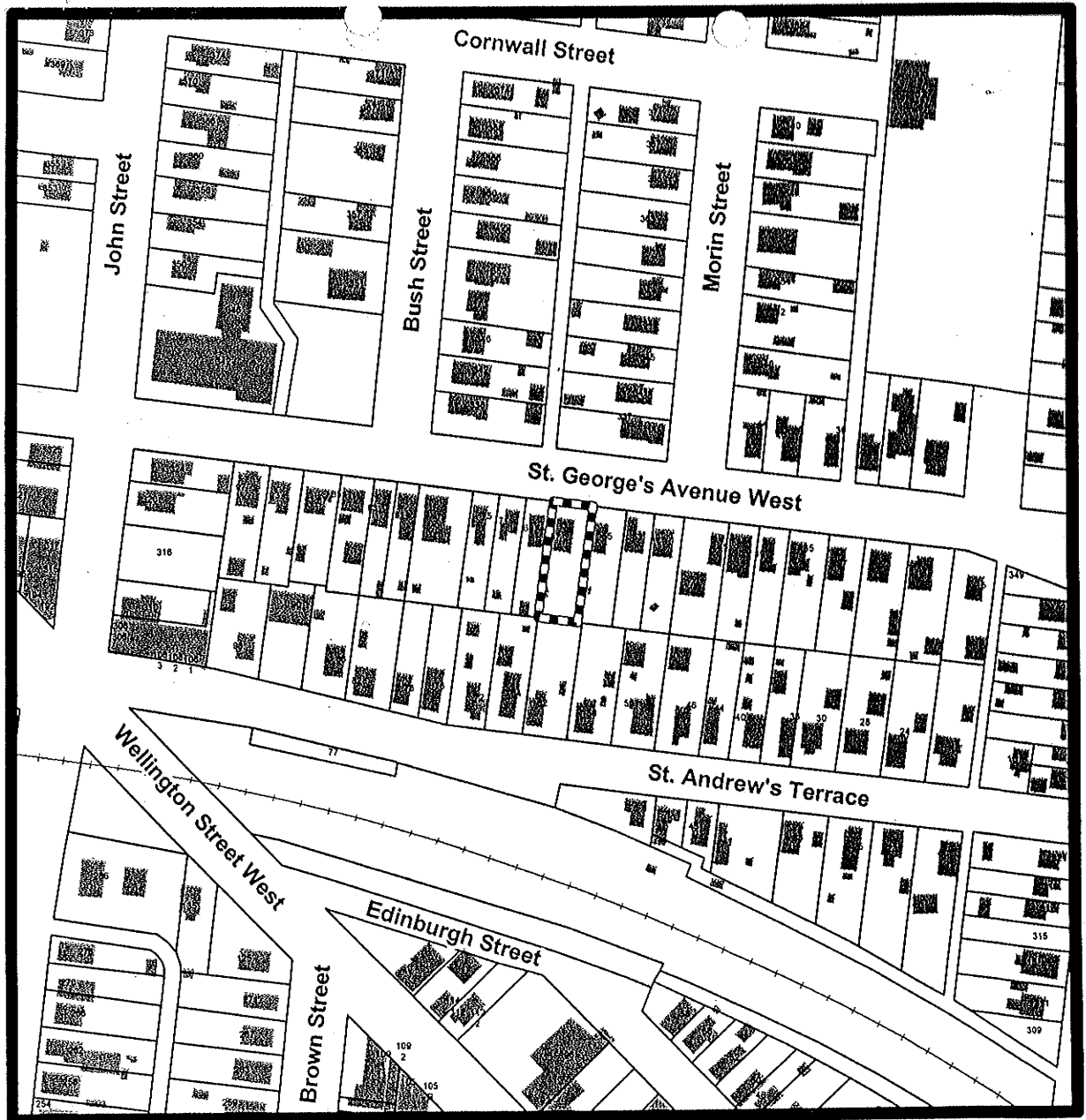
PASSED in Open Council this 28th day of September, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

staff/legal/zoning/2015/2015-179(Z)

SCHEDULE "A" TO BY-LAW 2015-179 AND
SCHEDULE 354 TO BY-LAW 2005-151



SUBJECT PROPERTY MAP

57 ST. GEORGES AVENUE

Planning Application: A-15-15-Z

Legend



Subject Property = 57 St. Georges Avenue West



METRIC SCALE
1 : 1800

ROLL NUMBER
040-017-052-00

MAP NUMBERS
40 & 1-47

MAIL LABEL ID
A-15-15-Z

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-180

AGREEMENT: (S3) A by-law to authorize the execution of an Agreement between the City and Department of Employment and Social Development Canada to secure funding to administer a PiT count in the community.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 9 of the *Municipal Act*, 2001, S.O. 2001, c.25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an Agreement in the form of Schedule “A” attached hereto and dated the 28th day of September, 2015 between the City and Department of Employment and Social Development Canada to secure funding to administer a PiT count in the community.

2. **SCHEDULE “A”**

Schedule “A” forms part of this by-law.

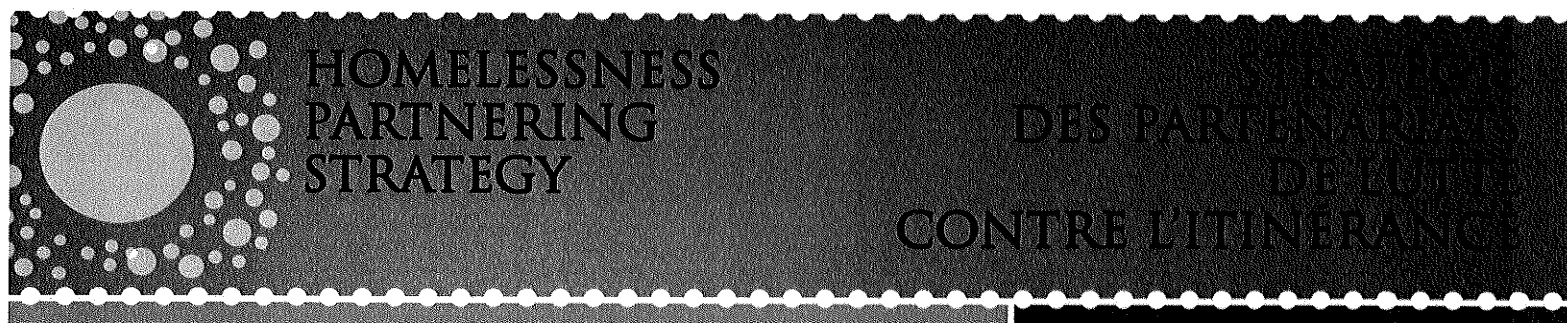
3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 28th day of September, 2015

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOM WHITE



**Homelessness Partnering Strategy Point-in-Time Count Funding Support
Application for Funding
July 2015**

Before completing this application for funding, please read the Guide to Point-in-Time Counts in Canada, in particular, the Core Standards as they provide information on how to complete a Point-in-Time (PIT) Count. Eligible expenditures can be found in Annex A.

The deadline for submissions will be **August 14, 2015 (23:59 PM PST)**. Please send electronic submissions with signature(s) to hkd-dci@hrsdcc.gc.ca.

This application will be used to assess the following criteria:

- Understanding of the project deliverables;
- Capacity to manage the project and accomplish the proposed tasks within the prescribed time frame;
- Community involvement, including the local municipal government, the Community Advisory Board (CAB), the Community Entity (CE), the Aboriginal CAB, the Aboriginal CE, and others; and
- Eligibility of costs for which HPS funding is to be used.

The PIT Count project will include the following deliverables:

1. A PIT Count conducted in the first 60 days of 2016 in your community following the Core Standards as outlined in the Guide to Point-in-Time Counts in Canada;
2. December 7, 2015: An interim report including methodology, sampling technique, implementation plan, and budget (Annex B);
3. June 30, 2016: A final report including analysis of the findings, best practices and challenges during implementation, and actual project costs;
4. June 30, 2016: Raw anonymous demographic data entered into the PIT Count HIFIS module.

Data Provision Agreements

Every CE will be required to sign a Data Provision Agreement (DPA) with the Government of Canada in order for CEs to securely submit PIT Count data to ESDC through the Homeless Individuals and Families Information System (HIFIS) PIT Count Module. The DPA requires the collection and disclosure of Personal Information by the CE in such a manner as to protect the privacy and dignity of the survey respondents. All shared data is completely confidential and non-identifying. Please note that a signed DPA (Annex C) is not required at the time of application.

PART I - ORGANIZATION

A. ORGANIZATION IDENTIFICATION		
1. Legal Name Corporation of the City of Sault Ste. Marie		2. Operating (Common) Name (if different from legal name) Click here to enter text.
3. Organization Address 180 Brock St.		
4. City or Town Sault Ste. Marie	5. Province or Territory Ontario	6. Postal Code P6A 3B7
7. Telephone Number 705-759-5004		8. E-mail Address j.barban@ccityssm.on.ca
9. Primary Contact for PiT Count project Jeff Barban	10. Position Title Housing Programs Division Manager	11. Preferred language of communication English
12. Contact Address (if different from organization address) Click here to enter text.		
13. Telephone Number 705-759-5004		14. E-Mail Address j.barban@cityssm.on.ca

PART 2 – PROJECT

A. PROJECT IDENTIFICATION
15. Project Title (ex. Community Name Homelessness Count 2016) SSM Homelessness Count 2016

B. ORGANIZATIONAL CAPACITY
16. Describe how your Community Entity has the project management experience and expertise to manage the PiT Count project.
<i>Describe how the project will be managed; and, what organization will be coordinating the PiT Count or how an organization will be selected to coordinate the PiT Count.</i>
The Housing Program Division of the City of Sault Ste. Marie has been the lead for the community entity since the inception of the Homelessness Partnering Strategy program. The Division is also responsible for delivering the 10 year Housing and Homelessness plan as mandated by the province of Ontario. Housing programs has engaged community partners throughout the development of the 10 Year Housing and Homelessness Plan and continues to work with the Community Advisory Board to coordinate all Homelessness activities throughout the district of Sault Ste. Marie. The project will be managed by ensuring the individual selected to coordinate the pit count will be connected with the

homelessness services sector and has coordinating similar projects. The individual will be supported by the Housing Programs Division and work closely with the Housing Programs Manager and Community and Tenant Coordinator.

C. PROJECT DESCRIPTION

17. Project Activities (must be broken down into steps)

Describe the project activities you will undertake to successfully complete a Point-in-Time Count including timelines and key milestones. (For further details on PIT Count activities, see the Guide to Point-in-Time Counts in Canada.) Activities can include, but are not limited to, forming a local PIT Count Committee, identifying a PIT Count Coordinator, engaging the community, identifying a methodology, recruiting and training volunteers, preparing an implementation plan, data entry, analysis of the results, and communicating results to the community.

At least four months prior to PIT Count:1)The HPS Community Entity (CE) will hire a PIT Coordinator, who will work with the CE to plan and implement the PIT count2) The CE will assist in the formation, and be part of the PIT Count Committee. The CE will ensure the committee is made up of members from the HPS Community Advisory Board, the Aboriginal CAB, and other representatives in the community who provide services to homeless individuals ie. shelter staff, health services, business owners etc. The CE will also endeavour to seek out individuals with current or past homelessness experience to be part of the committee3)Mobilizing the community will also be a major activity planned. Ensuring cross-sectoral communication/collaboration to ensure the PIT count is a success. Media attention to the PIT count will also be considered.Two –four months prior to PIT Count:4) Methodology – much consideration will be given to identify the scope of the count including such things as who will be included in the count, where to conduct the count, and selecting a date and time for the count to take place.One month prior to PIT Count:5) Implementation of the PIT Count will require the assistance of many volunteers. The CE will work with the PIT Coordinator and PIT Committee to ensure the appropriate number of volunteers for the identified scope of the count, as well as ensuring proper training of the volunteers. Count standards, survey procedures, data management, privacy and personal safety will be included in the training of volunteers.Days following the PIT Count:6) Post count activities will include data entry through the HPS PIT Count module of the HIFIS software, data analysis, and submission of results to the HPS. Results of the PIT count will also be communicated to the community of Sault Ste. Marie

18. Expected results of the project

Describe the expected results of the project. For example: A PIT Count implemented in the first 60 days of 2016 following the Core Standards of the Guide to Point-in-Time Counts in Canada; an interim report including methodology, sampling technique, implementation plan, and budget; a final report including analysis of the findings, best practices and challenges during implementation, and actual project costs.

The expected results of the project will include the PIT Count being conducted over a 24-hour period during the last week of February 2016 (to be coordinated with other Northern Ontario communities). This will ensure more time for community and volunteer engagement for the count. The CE will ensure the Core Standards, as outlined in the Guide to Point-in-Time Counts in Canada, are implemented and followed. The CE will ensure a thorough report is provided including the methodology used for the Count, the scope of the Count, and the details involved in the recruitment and training of volunteers, and budget. The report will also hi-lite the successes and challenges in the preparation and implementation of the Count as well as an analysis of the findings.

D. PROJECT DETAILS

19. Describe the PiT Count results measurement indicators

Results measurement indicators include, but are not limited to: Completion of a PIT Count in the first 60 days of 2016; Completion of interim and final reports; Results reported to the community and ESDC.

The expected results of the project will include the PIT Count being conducted over a 24-hour period during the last week of February 2016 (to be coordinated with other Northern Ontario communities). This will ensure more time for community and volunteer engagement for the count. The CE will ensure the Core Standards, as outlined in the Guide to Point-in-Time Counts in Canada, are implemented and followed. The CE will ensure a thorough report is provided including the methodology used for the Count, the scope of the Count, and the details involved in the recruitment and training of volunteers, and budget. The report will also hi-lite the successes and challenges in the preparation and implementation of the Count as well as an analysis of the findings.

20. Describe the needs and considerations of the Aboriginal community in your region with respect to your PiT Count.

If your community has an Aboriginal CE or Aboriginal CAB, you must describe the roles and responsibilities of both entities and how your organization will work in collaboration. If your community does not have an Aboriginal CE or Aboriginal CAB, you must describe the considerations your organization will undertake to ensure Aboriginal community inclusion and collaboration (i.e. Participation in: PiT Count Committee, survey development, data analysis, planning, volunteer training). In addition, indicate any budgetary activities dedicated to Aboriginal activities.

The Aboriginal community will be engaged at the outset by informing the members of the CAB of the PIT Count. The CAB has Aboriginal representation from the Indian Friendship Centre as well as from the Metis Nation of Ontario. The CE also has representation on the Aboriginal CAB. The CE will ensure there is representation from the Aboriginal community on the PIT Count Committee and will work closely with the aboriginal representatives from those agencies to recruit aboriginal volunteers. Consideration of the Aboriginal community is particularly important for Sault Ste. Marie given the number of reserves in close proximity as well as the number of aboriginal men in the shelter system in Sault Ste. Marie. Regular PIT Count Committee meetings will allow for regular updates on aboriginal inclusion and provide an opportunity to ensure creative strategies are being implemented to engage the aboriginal community to the greatest extent.

21. Describe the other networks or partners that will be involved in carrying out the PIT Count

Describe the roles and responsibilities of the local Municipality, HPS Community Advisory Board, etc.

The HPS Community Entity will be responsible for the coordination of the PIT Count according to the Core Standards of the process. The CE will consult with the Community Advisory Board as well as the Aboriginal Community Advisory Board. Members of CABS will also make up the PIT Count Committee. Members of the committee will assist the PIT Coordinator with certain responsibilities and help promote and market the PIT Count within the community. Partners that will be involved in carrying out the PIT Count will include individuals with lived experience, shelter staff, health services sector, law enforcement, business sector, government/funders, university/college and media.

E. BUDGET

22. Completed Budget Template (See Annex B)

23. Describe any other contributors, in-kind support, and cash the PIT Count project will be receiving.

Click here to enter text.

F. LETTERS OF SUPPORT

24. Include letter(s) of support from the Community Advisory Board, Aboriginal Community Entity, and Aboriginal CAB (if applicable); and, if the applicant is not the municipality, or regional district, a letter of support from the municipality, or regional district.

Note that letter(s) of support can be received until September 18, 2015. Use the box below to indicate if your organization will be sending letter(s) of support between August 17, 2015 and September 18, 2015.

Click here to enter text.

Letters of support will be forwarded before September 18th.

PART 4 – DECLARATION

In order for your application to be considered for funding, it must be completed and signed by the official representative(s) of the applicant organization in accordance with the organization's by-laws or other constituting documents. The person(s) signing this form certify(ies) the following:

A. I certify that I have the capacity and that I am authorized to sign and submit this Application on behalf of the Organization named in Part 1;

B. I certify that the information provided in this Application and supporting documentation is true, accurate, and complete to the best of my knowledge; and,

C. I certify that the Organization and any person lobbying on its behalf is in compliance with the Lobbying Act, R.S.C., 1985, c. 44 (4th Supp.) and that no commissions or contingency fees have or will be paid directly or indirectly to any person for negotiating or securing this request for funding.

Christian Provenzano

Signatory Name (please print)

Mayor

Title (please print)

Signature

Click here to enter a date.

Date (yyyy-mm-dd)

Malcolm White

Signatory Name (please print)

City Clerk

Title (please print)

Signature

Click here to enter a date.

Date (yyyy-mm-dd)

Click here to enter text.

Signatory Name (please print)

Click here to enter text.

Title (please print)

Signature

Click here to enter a date.

Date (yyyy-mm-dd)

Eligible Expenditures

All project expenditures must contribute to the HPS PiT Count.

Financial assistance may be provided to cover expenditures such as:

- Wages and benefits, such as, PiT Count Coordinator, Assistant Coordinators, and Data Analyst;
- Professional fees related to project activities;
- Honoraria for survey participants (estimated between \$1-5 per survey participant, depending on survey methodology);
- Materials and supplies, such as, clipboards, name tags, flashlights, first aid kits, buttons, pens;
- Printing and communication, for advertising PiT Count and printing training materials, surveys, and information sheets;
- Equipment rental/lease/maintenance;
- Meeting expenses and Field Office Rental Space, such as meeting equipment rental and supplies, and room rental for volunteer training and day-of-count implementation;
- Administration costs, defined as operating expenses incurred by the organization that are not directly related to project deliverables and outcomes, but still necessary to support project delivery (such as a portion of basic telephone and Internet costs, banking fees, office equipment and supplies, IT maintenance etc.). These cost should not exceed 5% of the ESDC contribution and must be itemized in the budget (i.e., broken down by cost); and,
- Other costs necessary to support the purpose of the funding, as approved by ESDC.

Financial assistance will not be provided for the following:

- costs associated with activities or supports that take place on-reserve;
- software development and/or the purchase of hardware for the collection and/or management of homelessness data that results in an inability to participate in the National Homelessness Information System;
- software development and/or the purchase of hardware for the collection and management of homelessness data that constitutes a redundant use of funds and duplicates activities already offered through the Homeless Individuals and Families Information System (HIFIS) software;
- architectural costs for new buildings or construction;
- purchase or lease of land or buildings;
- costs of building, buying, renovating or making additions to shelter space, supportive or transitional housing;
- costs for continuum of support activities and services such as interpersonal support or outreach support activities;
- costs associated with the provision of emergency assistance to assist homeless people or those at risk of homelessness to secure housing or housing-related services;
- administrative costs incurred by Community Entities in the delivery and management of contribution funds under the Homelessness Partnering Strategy to a third party; and,
- capital investments, furniture, appliances and fixtures.

BUDGET TEMPLATE					
COST CATEGORIES	ESDC Funded	In-Kind	Cash	Other	Total
A. Wages, Benefits and Mandatory Employment-related Costs (MERCs)					
1. PIT Count Coordinator	26,143.00				
2. Specific Coordinator (ex. Aboriginal Engagement, Area, Shelter, Volunteer)					
3. Data Management and Analysis					
4. Other (specify):					
5. Other (specify):					
Subtotal – Wages	26,143.00				
B. Project Costs					
1. Professional Fees					
2. Honoraria for Survey Participants	1500.00				
3. Project Supplies	650.00	100.00			
4. Advertising and Recruitment	2,000.00				
5. Volunteer Training					
6. Printing	500.00				
7. Pick-up and Deliveries of survey materials		100.00			
8. Equipment Rental					
9. Meeting Expenses	1000.00				
10. Field Office Rental Space					
11. Other (specify):					
12. Other (specify):					
13. Other (specify):					
14. Other (specify):					
Subtotal – Project Costs	5650.00	200.00			
C. Administrative Costs (Note: Should not exceed 15% of total agreement value)					
1. Administrative Staff Wages and MERCS		4,456.00			
2. Rent, lease		4,220.00			
3. Equipment purchase, lease or rental (including computers less than \$1,000, taxes excluded)		500.00			
4. Costs associated with use of applicant-owned assets other than premises					
5. Contracting (e.g. bookkeeping, IT, security)		625.00			
6. Bank charges					
7. Other support costs (specify): Phone & Office Supplies		987.00			
Subtotal – Administrative Costs	0.00	10,788.00			
Total Project Cost (A+B+C)	31,793.00	10,988.00			

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-181

AGREEMENT: (S3) A by-law to authorize the execution of an Agreement between the City and the Minister of Employment and Social Development Canada (ESDC) to provide an electronic data collection software that may be used by Community Entities to improve the efficiency of their day-to-day operations.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 9 of the *Municipal Act*, 2001, S.O. 2001, c.25, **ENACTS** as follows:

1. EXECUTION OF DOCUMENTS

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an Agreement in the form of Schedule “A” attached hereto and dated the 28th day of September, 2015 between the City and the Minister of Employment and Social Development Canada (ESDC) to provide an electronic data collection software that may be used by Community Entities to improve the efficiency of their day-to-day operations.

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 28th day of September, 2015

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOM WHITE

**DATA PROVISION AGREEMENT ("Agreement")
BETWEEN**

Annex C

**Her Majesty the Queen in Right of Canada as Represented by
the Minister of Employment and Social Development Canada ("ESDC")**

AND

CORPORATION OF THE CITY OF SAULT STE. MARIE

Organization name (capital letters)

(hereinafter referred to as "Community Entity" or "You")

BACKGROUND:

ESDC has developed the Homeless Individuals and Families Information System Software ("**HIFIS SOFTWARE**"), an electronic data collection software that may be used by Community Entities to improve the efficiency of their day-to-day operations;

ESDC owns all right, title and interest in the **HIFIS SOFTWARE** and related Documentation and all of the files and intellectual property associated with it, including trade secrets and copyright;

The Community Entity wishes to obtain a licence to use the full version of the **HIFIS SOFTWARE** and ESDC is willing to grant such licence in return **for non-identifiable personal information related to the Community Entity and survey respondents ("Personal Information")**.

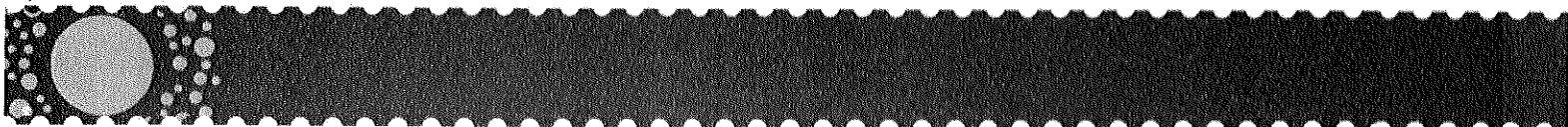
ESDC has the authority under the *Department of Human Resources and Skills Development Act* and the *Privacy Act* to collect the Personal Information for the administration of the Homelessness Partnering Strategy. The Personal Information will be used for the purpose of improving services to the homeless population and enhancing the Government of Canada's ability to respond to homelessness in Canada. It may also be used for policy analysis, research or evaluation purposes of policies and programs respecting homelessness in Canada.

The Parties therefore agree as follows:

1. ENTIRE AGREEMENT

This Agreement, its annexes and the End-User Licence Agreement you or your representative entered into when you downloaded the "Demo" version of the **HIFIS SOFTWARE**, is the entire agreement between you and ESDC concerning the use of the **HIFIS SOFTWARE** and Documentation. It supersedes any prior communication or representation concerning the **HIFIS SOFTWARE**.

The Parties agree that should there be ambiguity or inconsistencies between the terms and conditions of this Agreement and those in the previous End-User Licence Agreement, the provisions of this Agreement prevail.



2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to outline the terms and conditions related to:

- a) the licence that ESDC will grant to the Community Entity in return for certain Personal Information listed in Appendix A; and
- b) the collection and disclosure of Personal Information by the Community Entity in such a manner as to protect the privacy and dignity of the survey respondents.

3. LICENCE

ESDC grants the Community Entity a non-exclusive, non-transferable and non-assignable right to use a registered copy of the full version of the **HIFIS SOFTWARE** in return for certain Personal Information listed in Appendix A. To obtain access to the full version of the **HIFIS SOFTWARE** you must register this licence with ESDC.

The **HIFIS SOFTWARE** is protected by intellectual property laws and treaties. No right, title or interest in or to any intellectual property rights in relation to the **HIFIS SOFTWARE** is granted under this Agreement.

4. THINGS YOU MAY DO

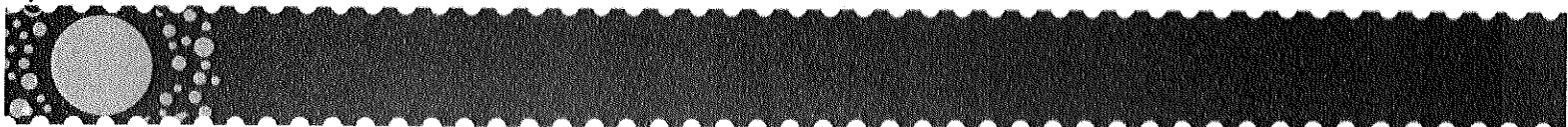
This licence will allow you to do the following:

- a) Archival or Backup Copies: You may copy the **HIFIS SOFTWARE** for back-up and archival purposes, provided that the original and each copy are kept in your possession and that your installation and use of the **HIFIS SOFTWARE** does not exceed the scope of this licence.
- b) Server Deployment or Use: You may install copies of the **HIFIS SOFTWARE** on computer file server(s) for the purpose of downloading and installing or for use of the **HIFIS SOFTWARE** on computers within your internal network.
- c) Third Party Components and Plug-Ins: Any third party software, including any third party's plug-in, may be used at your discretion with the **HIFIS SOFTWARE**. If you choose to use such third party software, then such use shall be governed by such third party's licence agreement. ESDC is not responsible for any third party software and will not be liable for your use of third party software.

5. THINGS YOU MAY NOT DO

For greater certainty, you agree not to:

- a) copy the **HIFIS SOFTWARE** except for archival or backup copying;
- b) modify or adapt the **HIFIS SOFTWARE**, reverse engineer, disassemble, decompile or make any attempt to discover the source code of the **HIFIS SOFTWARE**;
- c) sub-licence, rent, lease or lend any portion of the **HIFIS SOFTWARE** or Documentation.



6. ROLES AND RESPONSIBILITIES

You will:

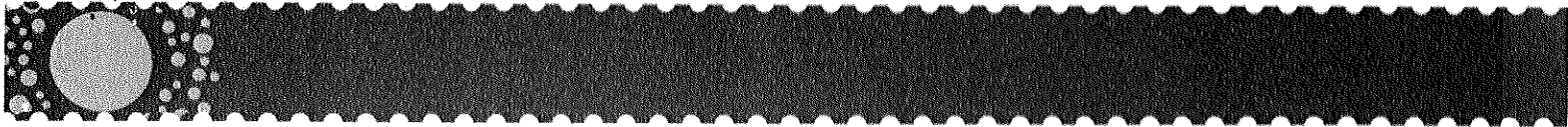
- a) collect the Personal Information using the **HIFIS SOFTWARE**, and ensure compliance with your applicable provincial or territorial legislative standards respecting personal information;
- b) ensure that individuals are informed that their Personal Information will be provided to ESDC for the purposes of policy analysis, research and evaluation of policies and programs respecting homelessness in Canada;
- c) designate a representative to review, verify and clean the Personal Information;
- d) export the Personal Information listed in Appendix A to this Agreement to ESDC using the tools provided by ESDC;
- e) use best efforts to ensure the completeness and accuracy of the Personal Information provided to ESDC;
- f) create a back-up of electronic data on a regular basis, and store all Personal Information in a secure location; and
- g) maintain the security of the Personal Information in your custody, by protecting it against such risks as unauthorized access, collection, use, disclosure or disposal.

ESDC will:

- a) only use the Personal Information for the purposes of policy analysis, research and evaluation of policies and programs respecting homelessness in Canada. Any reports emanating from this policy analysis, research and evaluation will contain only aggregate, non-identifiable information. These reports may also be shared with federal institutions and other stakeholders;
- b) inform the Community Entity of any quality issues that are discovered in the Personal Information;
- c) implement and maintain a secure storage system for the Personal Information collected under this Agreement and inform the Community Entity of any changes related to the collection, use, disclosure or retention of this Personal Information.
- d) ESDC agrees to facilitate the sharing of technical information about software, functionality and security requirements, as required for use of the **HIFIS SOFTWARE**.

7. ESDC OBLIGATIONS RELATING TO THE USE AND DISCLOSURE OF THE PERSONAL INFORMATION

- a) ESDC will maintain and protect the confidentiality of all Personal Information it receives from the Community Entity, in accordance with the *Privacy Act* and Part 4 of the *DHRSD Act*.
- b) ESDC will not use Personal Information for a purpose other than that for which it was provided unless it:
 - I. obtains the written consent of the Community Entity, provided that the Community Entity has obtained the requisite authority to grant such consent;
 - II. obtains the consent of the individual to whom the Personal information pertains; or
 - III. is required by law.

- 
- c) ESDC will not disclose the Personal Information to any person or body for a purpose other than that for which it was provided unless such disclosure is in a form that cannot reasonably be expected to identify the individual to whom the Personal Information relates.
 - d) Subject to paragraph (c), ESDC may disclose Personal Information to a third party only if ESDC obtains written authorization from the Community Entity, ESDC has a written agreement with the third party imposing the same privacy protection obligations that ESDC assumes under this Agreement, and the purpose of the disclosure is authorized by this Agreement.
 - e) In the event of a request under Canada's *Access to Information Act* or *Privacy Act* for Personal Information, ESDC agrees to consult, where required, with the Community Entity prior to any disclosure of such information.

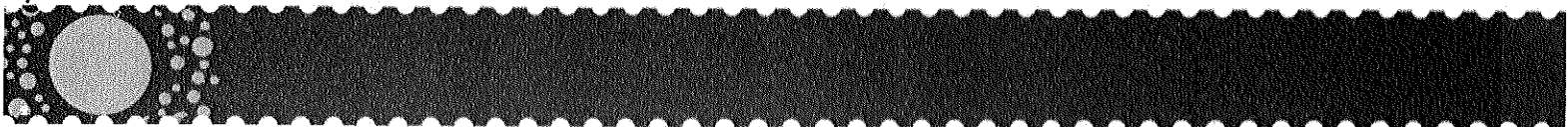
8. INFORMATION MANAGEMENT AND SECURITY

- a) ESDC will make reasonable arrangements to maintain the security of the Personal Information in its custody, by protecting it against such risks as unauthorized access, collection, use, disclosure or disposal.
- b) ESDC will ensure that only those persons it deems necessary will have access to and use of Personal Information as required for the performance of their duties.
- c) ESDC will advise the Community Entity immediately of any circumstances, incidents or events which to its knowledge have jeopardized or may in future jeopardize the privacy of any individual or the security of any computer system in its custody that is used to access the Personal Information. When required, ESDC will investigate these circumstances, incidents or events.
- d) ESDC will report the results of any such investigation and the steps taken to address any remaining issues or concerns about the security of the Personal Information or computer systems, or the privacy of individuals to whom the Personal Information relates.

9. WARRANTY AND DISCLAIMER

The Community Entity accepts the **HIFIS SOFTWARE** "AS IS". By using the **HIFIS SOFTWARE** you agree that its use is entirely at your own risk.

ESDC DISCLAIMS ANY AND ALL IMPLIED OR EXPRESS WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, regardless of whether ESDC knows or had reason to know of your particular needs.



10. LIABILITY AND INDEMNIFICATION

ESDC, ITS EMPLOYEES AND AGENTS, SHALL NOT BE LIABLE FOR ANY CLAIMS, DAMAGES, INJURIES, LOSS, OF ANY KIND, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL, ARISING FROM THE USE OR THE INABILITY TO USE THE **HIFIS SOFTWARE** OR THE FAILURE TO SAFEGUARD THE DATA CONTAINED IN THE **HIFIS SOFTWARE**. THIS INCLUDES, WITHOUT LIMITATION, LOSS OF REVENUE, PROFIT OR SAVINGS, LOST, DAMAGED OR STOLEN DATA, OR OTHER COMMERCIAL OR ECONOMIC LOSS.

The Community Entity agrees to indemnify and hold ESDC, its employees and agents, harmless from and against any claims, damages, complaints, costs or expenses, loss, actions or causes of action you or any third party incurred or suffered, as a result of the use or inability to use the **HIFIS SOFTWARE** or your failure to safeguard the data contained in the **HIFIS SOFTWARE**.

11. CONFIDENTIALITY

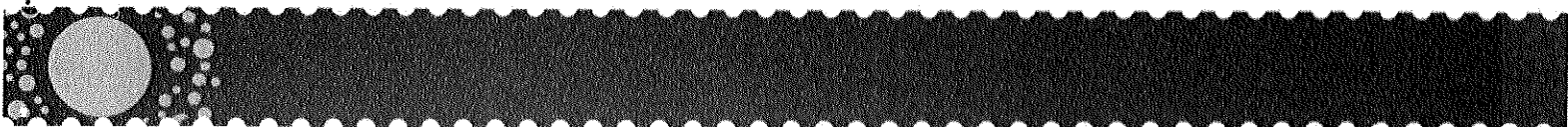
The **HIFIS SOFTWARE** contains trade secrets and proprietary know-how that belong to us and it is being made available to you in strict confidence. Any use or disclosure of the software, or of its algorithms, protocols or interfaces, other than in strict accordance with this licence agreement, may be actionable as a violation of our trade secret rights.

12. TERMINATION

Either Party may terminate this Licence Agreement for any reason, including failure to comply with any term or condition of this Agreement, upon 60 days written notice.

In the event of termination of this Agreement,

- a) all Personal Information will be retained by ESDC in accordance with the *Library and Archives of Canada Act*, SC 2004 c.11.
- b) the Community Entity agrees to destroy all copies of the **HIFIS SOFTWARE** and Documentation in its possession.



13. DESIGNATED OFFICIALS

ESDC and the Community Entity agree to each designate an official to act as their contact person for any issues related to the development, implementation, and administration of this Agreement.

For ESDC:

Director
Community Development and Homelessness
Partnerships Directorate
Employment and Social Development Canada
Place du Portage, Phase IV
140 Promenade du Portage
Gatineau, Quebec K1A 0J9
hkd-dci@hrsdc-rhdcc.gc.ca

For the Community Entity:

Jeff Barban

Name

Housing Programs Manager

Title

Corporation of the City of Sault Ste. Marie

Organization

180 Brock St., Sault Ste. Marie, On, P6A 3B7
Address (Street, City, Province, Postal Code)

j.barban@cityssm.on.ca

Email

14. GENERAL PROVISIONS

- a) This Agreement becomes effective when signed by both parties. It will remain in effect until terminated.
- b) ESDC may amend the terms of this Agreement at any time. Any amendment will be valid only if in writing and signed by both Parties.
- c) ESDC may amend the Personal Information listed in Appendix A by providing notice of this change on the HIFIS Software updates.
- d) This Agreement is a licence agreement only, not a contract for services or a contract of service or employment. Nothing in this Agreement shall be construed as creating a partnership, employment or agency relationship between ESDC and yourself.
- e) This Agreement is governed by the laws of Canada.
- f) The signatory to this Agreement represent and warrant that s/he has the capacity and the authority to sign this Agreement on behalf of the Community Entity.

IN WITNESS WHEREOF this Agreement has been signed on behalf of the Parties by their duly authorized representatives.

For the Community Entity:

For ESDC:

Corporation of the City of Sault Ste. Marie

Community Development and Homelessness
Partnerships Directorate

(Community Entity Name)

Signed this day of ,

Signed this day of ,

(Name, please print)

(Name)

(Signature)

(Signature)

Mayor

(Position)

(Position)

APPENDIX A – HIFIS EXPORT FIELDS

The following is a list of the fields included in the HIFIS Export Fields. Fields where information is not supplied will remain blank. If information is entered in these fields, it will be included in the HIFIS Export Fields.

Service Provider Information

Shelter Information
Shelter ID
Shelter Name
Service provider type
Bed counts
Bed Types
Community

The following table lists the Core Questions as included in the Guide to Point-in-Time Counts in Canada with the applicable HIFIS Export Field :

Client Information

Core Question	HIFIS Export Field
Anonymized survey number	Unique Client Identifier
Q1: What family members are with you today?	Family Role Family Head ID
Q2: How old are you?	Year and Month of Birth
Q3: What gender do you identify with?	Gender
Q4: Do you identify as Aboriginal or do you have Aboriginal ancestry? This includes First Nations, Métis, Inuit, Indian, Native, with or without status.	Aboriginal Indicator
Q5: Have you ever had any service in the Canadian Military or RCMP? (Military includes Canadian Navy, Army, or Air Force)	Veteran Status
Q6: Did you move from (Community Name) in the past year?	Contributing Factors Contributing Factors Start Date Contributing Factors End Date
Q7: Are you a recent immigrant or refugee in Canada within the past 5 years?	
Q8: When did you become homeless most recently? (Current Episode of homelessness)	
Q9: How many times have you been homeless in the past 3 years? (in and out of homelessness)	Housing Type Housing Start Date Housing End Date
Q12: Have you stayed in an emergency shelter in the past year?	
Q10: Where do you get your money from?	Source of Income
Q11: Do you have a need for services related to: Chronic/Acute Medical Condition; Physical Disability; Learning Disability; Addiction or Substance Use; Mental Illness; Brain Injury; Fetal Alcohol Spectrum Disorder (FASD); Pregnancy)	Health Conditions

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2015-167

RESOLUTION: (E2.1) A by-law to authorize the execution of one (1) Municipal Council Confirmation Resolution to support the solar photovoltaic application being submitted to the Independent Electricity System Operator Feed-In-Tariff Program.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and/or the City Clerk is hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to one (1) Municipal Council Confirmation Resolution in the form of Schedule "A" attached hereto and dated the 28th day of September, 2015, to support the solar photovoltaic application being submitted to the Independent Electricity System Operator Feed-In-Tariff Program.

2. **SCHEDULE "A"**

Schedule "A" forms a part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 28th day of September, 2015.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\1. 2015\2015-167 CONFIRMATION SOLAR PHOTOVOLTAIC FIT APPLICATION (1).DOC

Schedule "A"



Independent Electricity
System Operator

FEED-IN TARIFF PROGRAM

WRITABLE FORM

120 Adelaide Street West, Suite 1600
Toronto, Ontario M5H 1T1
T 416-967-7474
F 416-967-1947
www.ieso.ca

PRESCRIBED FORM: MUNICIPAL COUNCIL RESOLUTION CONFIRMATION

Section 3.8(g) and 5.1(g)(i) of the FIT Rules, Version 4.0

Page 1 of 2 | Apr 2015 | IESOMRD/f-FIT-012r1

1 Resolution number: <u>N/A</u> Date resolution(s) was passed: <u>June 22, 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.)</i>
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2 Capitalized terms not defined in this form have the meanings ascribed thereto in the FIT Rules, Version 4.0. I am the/an _____ City Clerk _____ of the _____ City of Sault Ste. Marie _____ (the "Municipality"), and have the delegated authority to provide this confirmation on behalf of the Municipality and without personal liability.	
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3 <u>SCCEC 4.0 LP</u> (the "Applicant") proposes to construct and operate a <i>(This must be the same Applicant (i.e., same name) as stated in the Municipal Council Support Resolution or Land Use Restriction Exemption Resolution provided as attached)</i> <u>Rooftop Solar Project</u> (the "Project") on <i>(This must be the same description as stated in the Municipal Council Support Resolution or Land Use Restriction Exemption Resolution provided as attached)</i> <u>340 Great Northern Road, Sault Ste. Marie, Ontario</u> (the "Lands") in the Municipality under the province's FIT Program. <i>(This must be the same description as the Lands in the Municipal Council Support Resolution or Land Use Restriction Exemption Resolution provided, as attached)</i>	
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4 The resolution(s) provided with this Confirmation is <i>(check one or both as applicable)</i>: a) ☒ A Municipal Council Support Resolution <i>(if selected, check one of the following)</i>: 1) ☒ A new FIT 4.0 Municipal Council Support Resolution. <i>(if selected the resolution must be attached as Exhibit "A")</i> 2) ☐ A pre-existing FIT 3.0 Municipal Council Support Resolution which has not been rescinded. <i>(if selected the resolution must be attached as Exhibit "A")</i> ii) I have confirmed that the Project being proposed by the Applicant under the Province's FIT Program is the same Project on the same Lands as the Project that was the subject of the Municipal Council Support Resolution attached as Exhibit "B". b) ☐ A Land Use Restriction Exemption Resolution <i>(if selected the resolution must be attached as Exhibit "A")</i>.	
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5 Name: <u>Malcolm White</u> Title: <u>City Clerk</u>	Signed: _____ Date: <u>September 28, 2015</u> <i>(Signature block for authorized signee. Must be an original ink signature)</i>
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