

REGULAR MEETING OF CITY COUNCIL REVISED AGENDA

Monday, April 25, 2016

4:30 p.m.

Council Chambers

Civic Centre

	Pages
1. ADOPTION OF MINUTES	11 - 27
Mover Councillor L. Turco Seconder Councillor M. Shoemaker	
Resolved that the Minutes of the Regular Council Meeting of 2016 04 11 be approved.	
2. QUESTIONS AND INFORMATION ARISING OUT OF THE MINUTES AND NOT OTHERWISE ON THE AGENDA	
3. DECLARATION OF PECUNIARY INTEREST	
4. APPROVE AGENDA AS PRESENTED	
Mover Councillor R. Niro Seconder Councillor M. Shoemaker	
Resolved that the Agenda for 2016 04 25 City Council Meeting as presented be approved.	
5. PROCLAMATIONS/DELEGATIONS	
5.1 Day of Mourning	
5.2 Emergency Preparedness Week	
Naomi Thibault, Community Emergency Management Co-ordinator	
5.3 Catholic Women's League Week	

Colleen Murphy, Convention Chairperson

5.4 Community Living Awareness Month

Chris Dunn, Manager, Community and Family Services and Jason Pratt,
Member, The Council

5.5 Children's Mental Health Week

Ali Juma, Chief Executive Officer, Algoma Family Services

5.6 Development Charges Background Study – 7.6.1

Andrew Grunda, Principal, Watson & Associates Economists Ltd.

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

Mover Councillor L. Turco
Seconder Councillor J. Hupponen

Resolved that all the items listed under date 2016 04 25 – Part One – Consent
Agenda be approved as recommended.

6.1 Correspondence

6.2 Board and Committee Travel

Mover Councillor R. Niro
Seconder Councillor J. Hupponen

Resolved that Municipal Heritage Committee members Mark Caruso and Chris
Tossell be authorized to travel to Stratford for 3 days in May to attend the 2016
Heritage Ontario Conference at an estimated cost to the City of \$1,500.

6.3 Council Travel

Mover Councillor L. Turco
Seconder Councillor M. Shoemaker

Resolved that Mayor Provenzano be authorized to travel to Timmins for 4 days
in May to attend the Federation of Northern Ontario Municipalities (FONOM)
Conference at an estimated cost to the City of \$1,400.

**6.4 RFP – Professional Services – Cladding and Window Upgrades – Civic Centre
(2016FNC-02-P)**

28 - 29

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

Mover Councillor L. Turco
Seconder Councillor M. Shoemaker

Resolved that the report of the Manager of Purchasing dated 2016 04 25 concerning RFP – Professional Services – Cladding and Window Upgrades – Civic Centre be received and that the proposal submitted by Morrison Hershfield Limited to provide Professional Services for the Assessment, Design and Contract Administration for Replacement of Exterior Cladding and Windows at the Civic Centre be approved.

A By-law authorizing signature of an Engineering Contract for this project will appear on a future Council Agenda.

6.5 Service Contract for Active Network – Recreation and Facility Management System 30 - 31

A report of the Manager of Information Technology is attached for the consideration of Council.

The relevant By-law 2016-46 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.6 Council Appointments – Algoma Public Health 32 - 34

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

Mover Councillor R. Niro
Seconder Councillor M. Shoemaker

Resolved that the report of the City Clerk dated 2016 04 25 concerning Council Appointments – Algoma Public Health be received as information.

6.7 West End Sewage Treatment Plant – Phase 1 Upgrades Consulting Services 35 - 36

A report of the Land Development and Environmental Engineer is attached for the consideration of Council.

Mover Councillor R. Niro
Seconder Councillor J. Hupponen

Resolved that the report of the Land Development and Environmental Engineer dated 2016 04 25 concerning the West End Sewage Treatment Plant Upgrades be received and that Council authorize entering into an Agreement for engineering services with AECOM.

An Engineering Agreement will be brought to Council for approval at a later date.

6.8 Municipal Parking Lot Lighting 37 - 38

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

Mover Councillor L. Turco
Seconder Councillor J. Hupponen

Resolved that the report of the Environmental Initiatives Co-ordinator dated 2016 04 25 concerning municipal parking lot lighting be received and that Council allocate up to \$100,000 from the Green Committee Reserve to cover costs associated with the implementation of the municipal parking lot lighting retrofit.

6.9 Reconstruction of Second Avenue – Contract 2016-2E 39 - 44

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

The relevant By-laws 2016-44 and 2016-45 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

Mover Councillor L. Turco
Seconder Councillor J. Hupponen

Resolved that the report of the Design and Construction Engineer dated 2016 04 25 concerning the Reconstruction of Second Avenue be received and that the project scope be changed to include only the reconstruction of Second Avenue from Wallace Terrace to Connaught Avenue and that the revised Contract 2016-2E be awarded to Avery Construction Limited.

6.10 Fort Creek Aqueduct John Street Diversion Phase II B – Contract 2016-5E 45 - 48

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

The relevant By-laws 2016-47 and 2016-48 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.11 Gore Street Reconstruction – Revised Engineering Agreement 49 - 50

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

Mover Councillor L. Turco
Seconder Councillor M. Shoemaker

Resolved that the report of the Design and Construction Engineer dated 2016 04 25 concerning Gore Street Reconstruction – Revised Engineering Agreement be received and that Council authorize a \$240,000 increase to the fee limit of AECOM's engineering agreement to include the contract administration and field inspection required for the reconstruction of Gore Street.

6.12 Reconstruction of Gore Street 51 - 56

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

The relevant By-laws 2016-42 and 2016-43 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

8.1 Public Salary Disclosure

Mover Councillor M. Shoemaker
Seconder Councillor S. Butland

Whereas the Corporation of the City of Sault Ste. Marie is required by provincial legislation to disclose the salaries and taxable benefits of its employees making more than \$100,000 per year; and

Whereas it is in the interest of transparency to the local taxpayers that the City knows how organizations relying on municipal taxpayer funding are using such funding; and

Whereas the Sault Ste. Marie Innovation Centre (Innovation Centre), the Economic Development Corporation (EDC) and the Public Utilities Corporation (PUC) are in whole or in part owned or funded by the City of Sault Ste. Marie taxpayers; and

Whereas the Innovation Centre, the EDC and the PUC do not currently disclose the salaries of their employees making more than \$100,000 per year;

Now Therefore Be It Resolved that henceforth, the Innovation Centre, the EDC and the PUC be required to disclose the salaries and taxable benefits of their employees making \$100,000 per year to the City of Sault Ste. Marie Finance Department by March 1st of each year for the previous calendar year;

Further Be It Resolved that such information, once received by the Corporation of the City of Sault Ste. Marie, shall form the basis of a report to Council as information by March 31 of each year.

8.2 Fifth Line and Great Northern Road Intersection

Mover Councillor M. Shoemaker
Seconder Councillor J. Hupponen

Whereas concerns have been expressed by residents about the effectiveness and appropriateness of warnings to north and southbound traffic on Great Northern Road about the intersection at Fifth Line; and

Whereas this intersection is the first heavily populated road to intersect the Trans-Canada Highway within the boundaries of the City; and

Whereas traffic travels at high speeds at and near this intersection;

Now Therefore Be It Resolved that the Traffic Division undertake a study of the intersection of Fifth Line and Great Northern Road and determine if the appropriate warning signage is in place on Great Northern Road.

8.3 Library Service Levels – Information Request

Mover Councillor S. Myers
Seconder Councillor M. Shoemaker

Whereas the Public Library is currently in discussions with the Algoma District School Board concerning a potential community partnership at the former

Alexander Henry High School; and

Whereas locating a public library in the former Alexander Henry High School would necessitate the City of Sault Ste. Marie changing the currently-set level of service for the public library; and

Whereas any change in the currently-set level of service for the public library should only be made after undertaking a full report on the existing level of service, as well as alternate options for levels of service not currently being explored;

Now Therefore Be It Resolved that City Council requests a report from the Sault Ste. Marie Public Library Board providing for the following options:

1. The costs, staffing requirements, benefits and drawbacks of maintaining the Churchill branch at its existing location if a five year lease were negotiated and if such lease included “at risk” improvements to the site undertaken by the landlord.
2. The potential for alternate sites for an east-end library within the City of Sault Ste. Marie and the estimated costs, staffing requirements, benefits and drawbacks of relocating the existing east end Churchill branch within the City of Sault Ste. Marie.
3. Alternate service delivery formats that would maintain some physical space within the east end, while exploring whether any potential public-private partnerships could be formed to reduce the annual costs to taxpayers of the City of Sault Ste. Marie for providing a physical library space within the east end of the City of Sault Ste. Marie
4. An estimated budget for the Sault Ste. Marie Public Library showing the costs, staffing requirements, benefits and detriments if only the Korah Branch and Centennial Branch libraries were maintained.

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 L. Turco
Seconder Councillor M. Shoemaker

Resolved that all By-laws under Item 11 of the Agenda under date 2016 04 25 be approved.

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

11.1.1 By-law 2016-40 (Zoning) 69 Ashgrove Avenue (Smith)

100 - 102

Council Report was passed by Council resolution on April 11, 2016.

Mover Councillor R. Niro
Seconder Councillor J. Hupponen

Resolved that By-law 2016-40 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 69 Ashgrove Avenue (Smith) be passed in open Council this 25th day of April, 2016.

11.1.2 By-law 2016-41 (Zoning) 546 Cooper Street (Egidio) 103 - 104

Council Report was passed by Council resolution on April 11, 2016.

Mover Councillor R. Niro
Seconder Councillor J. Hupponen

Resolved that By-law 2016-41 being a by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located at 546 Cooper Street (Egidio) be passed in open Council this 25th day of April, 2016.

11.1.3 By-law 2016-42 (Agreement) R. M. Belanger Gore St 105 - 108

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

Mover Councillor R. Niro
Seconder Councillor J. Hupponen

Resolved that By-law 2016-42 being a by-law to authorize the execution of a contract between the City and R. M. Belanger Limited for the reconstruction of Gore Street from Queen Street to Wellington Street (Contract 2016-1E) be passed in open Council this 25th day of April, 2016.

11.1.4 By-law 2016-43 Temporary Street Closing Gore Street 109 - 109

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

Mover Councillor R. Niro
Seconder Councillor J. Hupponen

Resolved that By-law 2016-43 being a by-law to permit the temporary closing of Gore Street from Queen Street to Wellington Street to allow for the reconstruction of Gore Street be passed in open Council this 25th day of April, 2016.

11.1.5 By-law 2016-44 (Agreement) Avery Construction Ltd. Second Avenue 110 - 112

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

Mover Councillor R. Niro
Seconder Councillor J. Hupponen

Resolved that By-law 2016-44 being a by-law to authorize the execution of a contract between the City and Avery Construction Ltd. for the reconstruction of Second Avenue from Wallace Terrace to Connaught Avenue (Contract 2016-2E) be passed in open Council this 25th day of April, 2016.

- 11.1.6 By-law 2016-45 (Temporary Street Closing) Second Avenue 113 - 113**
- A report from the Design and Construction Engineer is on the Agenda.
- Mover Councillor R. Niro
Seconder Councillor J. Hupponen
- Resolved that By-law 2016-45 being a by-law to permit the temporary closing of Second Avenue from Wallace Terrace to Connaught Avenue to allow for the reconstruction of Second Avenue be passed in open Council this 25th day of April, 2016.
- 11.1.7 By-law 2016-46 (Agreement) Active Network 114 - 118**
- A report from the Manager of Information Technology is on the Agenda.
- Mover Councillor L. Turco
Seconder Councillor M. Shoemaker
- Resolved that By-law 2016-46 being a by-law to authorize the execution of an agreement between the City and The Active Network, Ltd. to provide a service contract for Cloud based Recreation and Facilities Management Software be passed in open Council on the 25th day of April, 2016.
- 11.1.8 By-law 2016-47 (Agreement) Jobst Construction Limited John Street 119 - 121**
- A report from the Design and Construction Engineer is on the Agenda.
- Mover Councillor R. Niro
Seconder Councillor J. Hupponen
- Resolved that By-law 2016-47 being a by-law to authorize the execution of a contract between the City and Jobst Construction Limited for improvements to the Fort Creek Aqueduct which includes a diversion aqueduct on John Street from Albert Street to Cathcart Street (Contract 2016-5E) be passed in open Council this 25th day of April, 2016.
- 11.1.9 By-law 2016-48 (Temporary Street Closing) John Street 122 - 122**
- A report from the Design and Construction Engineer is on the Agenda.
- Mover Councillor R. Niro
Seconder Councillor J. Hupponen
- Resolved that By-law 2016-48 being a by-law to permit the temporary closing of John Street from Albert Street to Cathcart Street to allow for the next phase in improvements to the Fort Creek Aqueduct be passed in open Council this 25th day of April, 2016.
- 11.2 By-laws before Council for FIRST and SECOND reading which do not require more than a simple majority**

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

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

13. **CLOSED SESSION**

Mover Councillor R. Niro
Seconder Councillor M. Shoemaker

Resolved that this Council proceed into closed session to discuss an issue under the *Companies' Creditors Arrangement Act*;

Further Be It Resolved that should the said closed session be adjourned, the Committee may reconvene in closed session to continue to discuss the same matter without the need for a further authorizing resolution.

(Advice that is subject to solicitor-client privilege, including communications necessary for that purpose – section 239(2)(f))

Mover Councillor L. Turco
Seconder Councillor J. Hupponen

Resolved that this Council proceed into closed session to discuss an issue regarding collective bargaining;

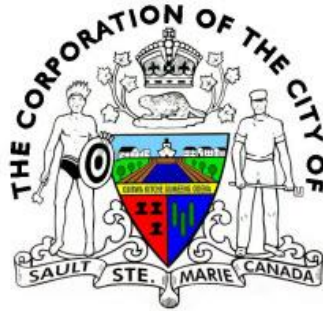
Further Be It Resolved that should the said closed session be adjourned, the Committee may reconvene in closed session to continue to discuss the same matter without the need for a further authorizing resolution.

(Labour relations or employee negotiations – section 239(2)(d))

14. **ADJOURNMENT**

Mover Councillor L. Turco
Seconder Councillor J. Hupponen

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, April 11, 2016
4:30 p.m.
Council Chambers
Civic Centre

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

Absent: Councillor R. Niro

Officials: A. Horsman, M. White, N. Kenny, N. Apostle, S. Schell, J. Dolcetti, M. Figliola, P. Niro, D. Elliott, S. Hamilton Beach, V. McLeod, P. Tonazzo, S. Turco

1. ADOPTION OF MINUTES

Moved by: Councillor L. Turco

Seconded by: Councillor J. Hupponen

Resolved that the Minutes of the Regular Council Meeting of 2016 03 21 and the Budget Meeting of 2016 03 22 be approved.

Carried

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

3. DECLARATION OF PECUNIARY INTEREST

3.1 Councillor L. Turco – Sault Ste. Marie Police Service

Spouse employed by Police Services.

3.2 Councillor J. Krmpotich – Sault Ste. Marie Economic Development Corporation – EDF for Sault Ste. Marie Airport Development Corporation

Member of the Board of Directors of the Airport Development Corporation.

3.3 Councillor J. Krmpotich – Federal Funding for Local Immigration Partnership

Family member employed by the Local Immigration Partnership.

3.4 Councillor J. Krmpotich – By-law 2016-34 (Agreement) Local Immigration Agreement

Family member employed by the Local Immigration Partnership.

3.5 Councillor J. Krmpotich – Canada's Response to Unfair Trade

Employed by Essar Steel Algoma.

3.6 Councillor P. Christian – Sault Ste. Marie Public Library – Relocation of Churchill Branch

Employed by the Algoma District School Board.

3.7 Councillor M. Shoemaker – Waterfront Legend

Applicant is a client of law firm.

3.8 Councillor M. Bruni – Sault Ste. Marie Economic Development Corporation – EDF for Sault Ste. Marie Airport Development Corporation

Family member employed by the Economic Development Corporation.

3.9 Councillor M. Bruni – Sault Ste. Marie Economic Development Corporation

Family member employed by the Economic Development Corporation.

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that the Agenda and Addendum for 2016 04 11 City Council Meeting as presented be approved.

Carried

5. PROCLAMATIONS/DELEGATIONS

5.1 Economic Diversification Fund Application – Sault Ste. Marie Airport Development Corporation

Terry Bos, President and CEO, Sault Ste. Marie Airport Development Corporation was in attendance regarding Agenda item 7.8.1

5.2 Sault Ste. Marie Public Library – Relocation of Churchill Branch

Councillor P. Christian declared a conflict on this item. (Employed by the Algoma District School Board.)

Chris Rous, Chair, Sault Ste. Marie Public Library Board and Lucia Reece, Director of Education, Algoma District School Board were in attendance regarding Agenda item 7.8.2

5.3 PUC Quarterly Financial Statements

Jim Boniferro, Chair, PUC Inc. and PUC Services Inc., and Dominic Parrella, President and CEO, PUC Services Inc. were in attendance regarding Agenda item 7.8.3

5.4 A-5-16-Z – 69 Ashgrove Avenue

Tara Smith (applicant) and Roger and Joanne Scharbach were in attendance.

5.5 A-6-16-Z – 546 Cooper Street

Peter Egidio (applicant) was in attendance.

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

Moved by: Councillor L. Turco

Seconded by: Councillor J. Hupponen

Resolved that all the items listed under date 2016 04 11 – Part One – Consent Agenda and the Addendum be approved as recommended save and except item 6.6.

Carried

6.1 Correspondence

6.1.1 Sault Ste. Marie Police Service

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

The request of Sault Ste. Marie Police Service for a report regarding ridesharing services was received by Council.

Moved by: Councillor M. Shoemaker
Seconded by: Councillor J. Hupponen

Resolved that the request of the Sault Ste. Marie Police Service for a report regarding the ridesharing services be received and that the Legal Department be requested to review and report back to Council regarding ridesharing services and any recommended changes to existing by-laws.

Carried

6.1.2 Northern Superior Brewing Co.

The request of Northern Superior Brewing Co. for support of an Application for Manufacturer's Limited Liquor Sales Licence was received by Council.

Moved by: Councillor L. Turco
Seconded by: Councillor J. Hupponen

Resolved that the City of Sault Ste. Marie supports the application of Northern Superior Brewing Co. for a Manufacturer's Limited Liquor Sales Licence.

Carried

6.1.3 Waterfront Legend

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

Request for permission for private property liquor licenced area was received by Council.

Moved by: Councillor L. Turco
Seconded by: Councillor J. Hupponen

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

Waterfront Legend – 89 Foster Drive

- July 1 Canada Day – 12 noon to 2:00 a.m.
- July 2 – 12 noon to 2:00 a.m.
- July 3 – 12 noon to 2:00 a.m.
- July 4 Independence Day – 12 noon to 2:00 a.m.

Carried

6.1.4 Sault Ste. Marie Economic Development Corporation

Councillor M. Bruni declared a conflict on this item. (Family member employed by the Economic Development Corporation.)

2016 KPMG Competitive Alternatives

Moved by: Councillor L. Turco

Seconded by: Councillor J. Hupponen

Resolved that the report of Chief Executive Officer, Sault Ste. Marie Economic Development Corporation dated 2016 04 11 concerning 2016 KPMG Competitive Alternatives be received as information.

Carried

6.2 RFP – Playground Equipment (2016CSD-PK-03-P)

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

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Manager of Purchasing dated 2016 04 11 concerning RFP – Playground Equipment be received and that the proposal submitted by A.B.C. Recreation Ltd. to supply and deliver inclusive playground equipment as required by the Recreation and Culture Division of the Community Services Department be approved.

Carried

6.3 RFP – Professional Services – Roof Projects (2016FNC-01-P)

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

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Manager of Purchasing dated 2016 04 11 concerning RFP – Professional Services – Roof Projects be received and that the proposal submitted by Elliott Engineering Inc. to provide professional services for the assessment, design and contract administration for five (5) roofs be approved.

A by-law authorizing signature of an engineering contract for this project will appear on a future Council Agenda.

Carried

6.4 2016 Municipal By-Election – Accessibility Measures

The report of the City Clerk was received by Council.

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that the report of the City Clerk dated 2016 04 11 concerning 2016 Municipal By-Election – Accessibility Measures be received as information.

Carried

6.5 Bellevue Park Playground Equipment

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

Moved by: Councillor L. Turco

Seconded by: Councillor J. Hupponen

Resolved that the report of the Commissioner of Community Services dated 2016 04 11 concerning the purchase of playground equipment at Bellevue Park be received as information.

Carried

6.7 Cultural Financial Assistance Grants 2016

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

Moved by: Councillor L. Turco

Seconded by: Councillor J. Hupponen

Resolved that the report of the Manager of Recreation and Culture dated 2016 04 11 concerning the 2016 Cultural Financial Assistance Grants be received and the recommendation of the Cultural Advisory Board of the recipients under the 2016 Cultural Financial Assistance Program be approved.

Carried

6.8 CTV Sponsorship Agreement 2016

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

The relevant By-law 2016-39 is listed under item 11 of the Minutes.

6.9 2016 Biennial Bridge Inspections

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

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Director of Engineering Services dated 2016 04 11 concerning 2016 Biennial Bridge Inspections be received and the recommendation that the City enter into an agreement for professional services with Tulloch Engineering for the completion of the 2016 biennial bridge inspections be approved.

An agreement for engineering services will be brought to Council at a future meeting.

Carried

6.10 2016 Connecting Link Funding

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

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Director of Engineering Services dated 2016 04 11 concerning 2016 Connecting Link Funding be received as information.

Carried

6.11 Repairs to Wellington Street Underpass

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

Moved by: Councillor L. Turco

Seconded by: Councillor J. Hupponen

Resolved that the report of the Director of Engineering Services dated 2016 04 11 concerning Repairs to Wellington Street Underpass be received and the recommendation that the City enter into an agreement for professional services with Tulloch Engineering for the completion of design and contract administration for repairs to the Wellington Street underpass be approved.

An agreement for engineering services will be brought to Council at a future meeting.

Carried

6.12 Resurfacing of City Streets

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

Moved by: Councillor L. Turco

Seconded by: Councillor J. Hupponen

Resolved that the report of the Director of Engineering Services dated 2016 04 11 concerning Resurfacing of City Streets be received and the 2016 road resurfacing program be approved.

Carried

6.13 Sole Sourcing Welcome Feature

The report of the Planning Division was received by Council.

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Planning Division 2016 04 11 concerning sole sourcing of the concrete letters and leaf to be used in the Huron Street Welcome Feature be received and that Ed's Concrete be sole sourced to provide the concrete features for this project.

Carried

6.14 Federal Funding for Local Immigration Partnership

Councillor J. Krmpotich declared a conflict on this item. (Family member employed by the Local Immigration Partnership.)

The report of the Local Immigration Partnership Co-ordinator was received by Council.

The relevant By-law 2016-34 is listed under item 11 of the Minutes.

6.15 2016-2017 Event Funding Recommendations

The report of the Chair, Conferences and Major Special Events Committee was received by Council.

Moved by: Councillor L. Turco

Seconded by: Councillor J. Hupponen

Resolved that the report of the Chair, Conferences and Major Special Events Committee dated 2016 04 11 concerning 2016-2017 Event Funding Recommendations be received and the recommendations of the committee concerning a policy amendment and funding for three events be approved.

Carried

6.6 The Algoma Farmers' Market Agreement – Proposed Revisions

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

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Manager of Recreation and Culture dated 2016 04 11 concerning The Algoma Farmers' Market Agreement – Proposed Revisions be received and that Council authorize staff to enter into a new agreement with The Algoma Farmers' Market which would include the financial details outlined in this report along with the repair and replacement costs of the tent being the responsibility of the Algoma Farmers' Market.

Carried

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1 ADMINISTRATION

7.2 COMMUNITY SERVICES DEPARTMENT

7.3 ENGINEERING

7.4 FIRE

7.4.1 Fire Services Organizational Realignment Plan Update

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

Moved by: Councillor F. Fata

Seconded by: Councillor J. Hupponen

Resolved that the report of the Chief Administrative Officer dated 2016 04 11 concerning Fire Services Organizational Realignment Plan Update be received as information and that the comprehensive risk assessment currently being undertaken as part of the plan continue as scheduled to be verified by a third party in the final year of the transition period.

Carried

7.4.1.1 Example of an Office of the Fire Marshal and Emergency Management Review

7.5 LEGAL

7.6 PLANNING

7.6.1 A-5-16-Z – 69 Ashgrove Avenue

The report of the Planner was received by Council.

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that the Report of the Planner dated 2016 04 11 concerning A-5-16-Z – 69 Ashgrove Avenue be received and that Council approve the rezoning of the subject property from Single Detached Residential Zone (R2) to Single Detached Residential Zone (R2.S) with a Special Exception to permit a duplex dwelling within the existing home subject to the following conditions:

1. That one (1) required parking space be stacked;
2. That one (1) required parking space be permitted to locate within a required front yard;
3. That prior to the issuance of an occupancy permit, the driveway be widened by 3m (10') commencing from the roadway to a point adjacent to the edge of the front steps of the existing dwelling upon the subject property.

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

Carried

7.6.2 A-6-16-Z – 546 Cooper Street

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Planner dated 2016 04 11 concerning Rezoning Application A-6-16-Z be received and that Council approve rezoning the subject property from Single Detached Residential Zone (R2) to Low Density Residential Zone (R3) and that the Legal Department be directed to prepare the necessary by-law to effect this approval.

Carried

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

7.8.1 Sault Ste. Marie Economic Development Corporation – EDF for Sault Ste. Marie Airport Development Corporation

Councillor J. Krmpotich declared a conflict on this item. (Member of the Board of Directors of the Airport Development Corporation.)

Councillor M. Bruni declared a conflict on this item. (Family member employed by the Economic Development Corporation.)

The report of the Chief Executive Officer, Sault Ste. Marie Economic Development Corporation was received by Council.

Moved by: Councillor L. Turco

Seconded by: Councillor J. Hupponen

Resolved that the report of the Chief Executive Officer, Sault Ste. Marie Economic Development Corporation dated 2016 03 21 concerning Sault Ste. Marie Airport Development Corporation Hangar Expansion Economic Diversification Fund application be received and that the application of the Sault Ste. Marie Airport Development Corporation in the amount of \$250,000 be approved.

Carried

7.8.2 Sault Ste. Marie Public Library – Relocation of Churchill Branch

Councillor P. Christian declared a conflict on this item. (Employed by the Algoma District School Board.)

The report of the CEO/Director of Sault Ste. Marie Public Library was received by Council.

Moved by: Councillor R. Romano

Seconded by: Councillor S. Hollingsworth

Resolved that City Council authorize the Sault Ste. Marie Public Library Board to enter into discussions with the Algoma District School Board concerning the provision of library services at the Alexander Henry site and to report back to City Council.

Carried

7.8.2.1 Petition

7.8.3 PUC Quarterly Financial Statements

The PUC 2015 third quarter report was received by Council.

7.8.3.1 PUC 4th Quarter Shareholder Report

The PUC 2015 fourth quarter shareholder report was received by Council.

Moved by: Councillor L. Turco

Seconded by: Councillor J. Hupponen

Resolved that the 2015 PUC 4th Quarter Shareholder Report be received as information.

Carried

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

8.1 Grants to Outside Agencies – Budget 2017

Moved by: Councillor S. Myers

Seconded by: Councillor P. Christian

Whereas during the 2016 City Council budget deliberations no presentations were made from outside agencies and organizations that receive City funds as this has not been requested in the past; and

Whereas City Council is seeking to review and understand all aspects of spending both inside and outside of the Corporation; and

Whereas there are a number of agencies and organizations receiving City funds either through a levy or grant and each one should be asked to present to City Council with a complete financial report so that City Council can ascertain the impact of the City funding; and

Whereas presentations need to be made not later than the last quarter of the current year in advance of the next year with the understanding that City Council will be considering the level of funding and any levy appeal opportunities where appropriate, for the following year's budget;

Now Therefore Be It Resolved that staff advise all outside boards, agencies and organizations of this process and schedule presentations that will fully inform City Council of the following:

- the full financial picture of the organization's funding, revenue and expenses
- specifically including the impact the City funding has on fulfilling the mandate of the agency, board or organization – both positive and negative

Carried

8.2 Canada's Response to Unfair Trade

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Butland

Whereas the 2016 federal budget highlighted the need to strengthen Canada's response to unfair trade; and

Whereas unfair trade and steel dumping have wreaked havoc on Essar Steel Algoma and, as a result, the Sault Ste. Marie economy; and

Whereas Mayor Provenzano, MPP Oraziotti and MP Sheehan have all highlighted the devastating effects of unfair trade on the Sault Ste. Marie economy; and

Whereas it is critical for the ongoing viability of Essar Steel Algoma that federal government recognize the importance Canada's international trade laws;

Now Therefore Be It Resolved that the Council of the City of Sault Ste. Marie endorse wholeheartedly the effort of the Government of Canada to strengthen Canada's response to unfair trade.

Carried

8.3 Ontario Energy Board – Cost of Electricity

Moved by: Councillor S. Myers

Seconded by: Councillor S. Hollingsworth

Whereas City Council recognizes the high cost of electricity is a financial burden to our residents; and

Whereas electricity bills for Sault Ste. Marie residents continue to increase annually at rates significantly above inflation rates; and

Whereas for an average residential customer using 800 kWh per month the cost of electricity increased May 1, 2015 by approximately 7.5% and again on November 1, 2015 by an additional 5.4%; and

Whereas combined with the elimination of the Ontario Clean Energy Benefit (OCEB) rebate, the effect to Sault Ste. Marie consumers has been approximately 26% increase in the electricity portion of their bills over the last 12 months, an increase of 21.7% on their total bill; and

Whereas the local distribution company, PUC Distribution Inc., retains only 18% of the total electricity bill, the balance of which is money that is collected by PUC and turned over to

provincial or federal agencies (HST), the largest component being the cost of electricity at approximately 60% of the total bill; and

Whereas the cost of electricity in the province of Ontario is set by the Ontario Energy Board; and

Whereas the regulating body - Ontario Energy Board - typically increases the cost of electricity on May 1st and November 1st each year; and

Whereas consumers in Sault Ste. Marie continue to be adversely impacted by the ever-increasing financial burden of continuously increasing electricity costs;

Now Therefore Be It Resolved that a letter from the Office of the Mayor be sent to the Ontario Minister of Energy who has authority over the Ontario Energy Board, expressing our strong objection to the unacceptable and ongoing increases of energy costs, and

Further be it resolved that City Council does call upon the Minister to demonstrate how deregulation of the electricity industry is benefitting electricity customers in Northern Ontario and when customers might see relief to these growing costs;

Further be it resolved that this resolution be forwarded to the NOLUM, FONOM, ADMA and AMO with a request that it is supported and similar actions be taken as appropriate within their membership.

Carried

8.4 Truth and Reconciliation Committee

Moved by: Councillor S. Myers

Seconded by: Councillor M. Shoemaker

Whereas the summary of the Truth and Reconciliation Commission's Final Report on residential schools was released on June 2, 2015; and

Whereas the full final report of the Truth and Reconciliation Commission was subsequently released on December 15, 2015; and

Whereas the calls to action for reconciliation in both reports contain a number of recommendations targeted at municipal governments; and

Whereas the City of Sault Ste. Marie was formerly the location of the Shingwauk Residential School; and

Whereas the City of Sault Ste. Marie has a significant urban indigenous population and is abutted by several neighbouring First Nations communities; and

Whereas for the aforementioned reasons, the City of Sault Ste. Marie has a vested interest in achieving reconciliation and moving past the harmful legacy of residential schools,

Now Therefore Be It Resolved that City Council establish an advisory committee comprised of the City Clerk, the City Solicitor, representatives from the First Nations community and City Council to provide guidance to City Council on how best to achieve the objectives for municipal governments as recommended in the Truth and Reconciliation Report.

Further Be It Resolved that the City Clerk canvass the First Nations community for committee membership and report back to City Council with a proposed committee for its approval.

Carried

8.5 Province of Ontario "Vacation Villages"

Moved by: Councillor S. Butland

Seconded by: Councillor P. Christian

Whereas the Ontario Government is presently studying the possibility of setting up 5 "vacation villages" in the province; and

Whereas one of the proposed criterion will be the proximity to the United States; and

Whereas one site would likely be located in Northern Ontario;

Now Therefore Be It Resolved that appropriate staff be requested to review and report back to Council regarding the potential for Sault Ste. Marie to host a "vacation village".

Carried

8.6 Canadian Bushplane Heritage Museum Provincial Funding

Moved by: Councillor R. Romano

Seconded by: Councillor P. Christian

Whereas the Community Museum Operating Grant (CMOG) is a grant provided by the Ministry of Tourism, Culture and Sport and is the only operating grant offered by the province of Ontario for cultural attractions; and

Whereas the Canadian Bushplane Heritage Museum (CBHM) receives yearly funding through the said grant in the amount of \$46,752 per year. Additionally, the City of Sault Ste. Marie provides yearly funding in the amount of \$110,000 to the CBHM; and

Whereas Science North in Sudbury receives yearly funding from the said grant in the amount of \$9,189,222 and other tourist attractions in Northern Ontario communities receive funding from CMOG that is substantially higher than that received by the CBHM in Sault Ste. Marie; and

Whereas there clearly appears to be a significant gap/disparity in the level of funding currently provided to Sault Cultural attractions, notably the CBHM; and

Whereas the current application process for CMOG funding fails to provide a mechanism for an applicant to demonstrate growth and demand for funding and fails to provide the rationale for funding. The application is in fact an application for continued funding in line with what has been received in the previous year; and

Whereas the CBHM is in need of further funding to continue its operations, expand its operations and become a sustainable tourist attraction in Sault Ste. Marie and has sought additional funding from the City and the Province in support of these goals; and

Whereas those requests for additional funding have not been successful to date and the CBHM will require the support of Council to seek further funding through CMOG

Now Therefore Be It Resolved that the City of Sault Ste. Marie offers its support to the CBHM in seeking an increase in CMOG funding and clarity from the ministry as to the rationale for the granting of funding and will contact the Minister of Tourism , Culture and Sport to highlight these concerns and support for additional funding.

Carried

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

10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

11. CONSIDERATION AND PASSING OF BY- LAWS

Moved by: Councillor L. Turco

Seconded by: Councillor J. Hupponen

Resolved that all By-laws under item 11 of the Agenda under date 2016 04 11 be approved, save and except 2016-34.

Carried

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

11.1.1 By-law 2016-35 (Taxes) Rates

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2016-35 being a by-law to provide for the adoption of property tax rates for 2016 be passed in open Council this 11th day of April, 2016.

Carried

11.1.2 By-law 2016-36 (Taxes) Transition Ratios

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2016-36 being a by-law to provide for the adoption of taxation transition ratios be passed in open Council this 11th day of April, 2016.

Carried

11.1.3 By-law 2016-37 (Taxes) Final Billing

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2016-37 being a by-law to provide for 2016 final tax billing be passed in open Council this 11th day of April, 2016.

Carried

11.1.4 By-law 2016-39 (Agreement) 20-Minute Makeover

Moved by: Councillor L. Turco

Seconded by: Councillor M. Shoemaker

Resolved that By-law 2016-39 being a by-law to authorize the execution of a Sponsorship Agreement between the City and CTV Television Inc. for the promotion of the 20-Minute Sault Ste. Marie Makeover be passed in open Council this 11th day of April, 2016.

Carried

11.1.5 By-law 2016-34 (Agreement) Local Immigration Agreement

Councillor J. Krmpotich declared a conflict on this item. (Family member employed by the Local Immigration Partnership.)

Moved by: Councillor L. Turco

Seconded by: Councillor J. Hupponen

Resolved that By-law 2016-34 being a by-law to authorize the execution of an amendment to the Contribution Agreement be passed in open Council on the 11th day of April, 2016.

Carried

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

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

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

13. CLOSED SESSION

Moved by: Councillor L. Turco

Seconded by: Councillor J. Hupponen

Resolved that this Council proceed into closed session regarding advice concerning risk and liability to the corporation in the wake of a recent personal injury settlement;

Further be it resolved that should the said closed session be adjourned, the Committee may reconvene in closed session to continue to discuss the same matter without the need for a further authorizing resolution.

(Advice that is subject to solicitor-client privilege, including communications necessary for that purpose – section 239(2)(f))

Carried

14. ADJOURNMENT

Moved by: Councillor L. Turco

Seconded by: Councillor J. Hupponen

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



COUNCIL REPORT

April 25, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP - Professional Services–Cladding and Window Upgrades – Civic Centre (2016FNC-02-P)

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 Professional Services for the Assessment, Design and Contract Administration for Replacement of Exterior Cladding and Windows at the Civic Centre. Staff is seeking Council approval of the Evaluation Committee's recommendation.

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 February 24, 2016.

ANALYSIS

Proposals from five (5) proponents were received prior to the closing date:

Build Max Limited, Toronto, ON
EPOH Inc., Sault Ste. Marie, ON
Fishburn Sheridan & Associates Ltd., Kanata, ON
Morrison Hershfield Limited, Ottawa, ON
WSP Canada Inc., Sudbury, ON

The proposals received have been evaluated by a committee comprised of staff from the Engineering and Construction Division – Engineering and Planning Department, the Building Services Division – Engineering and Planning Department, the Finance Administration Division – Finance Department, and the Purchasing Division – Finance Department.

It is the consensus of the Evaluation Committee that the proponent scoring the highest in the evaluation process is Morrison Hershfield Limited of Ottawa, ON. Morrison Hershfield offers an Exterior Enclosure Specialty Division; and has assembled a project team with extensive multidisciplinary expertise to deliver this project.

IMPACT

A fee limit of \$272,000.00 plus H.S.T. has been proposed for this project. Funding will be allocated from the 2016 Asset Management Budget. This project was approved during the 2016 Budget process on March 22, 2016.

Additional Project Enhancements have been proposed for consideration by the City. These will be reviewed and approval sought as required.

STRATEGIC PLAN

Provision of Professional Services for this project is not an activity listed in the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2016 04 25 be received and the recommendation that the proposal submitted by Morrison Hershfield Limited, to provide Professional Services for the Assessment, Design and Contract Administration for Replacement of Exterior Cladding and Windows at the Civic Centre, be approved.

A By-law authorizing signature of an Engineering Contract for this project will appear on a future Council Agenda.

Respectfully submitted,

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

Tim Gowans
Manager of Purchasing



COUNCIL REPORT

April 25, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Frank Coccimiglio, Manager, Information Technology

DEPARTMENT: Finance Department

RE: Service Contract execution for Active Network - Recreation and Facility Management System

PURPOSE

Information Technology Division is requesting to execute the Service Level Agreement between the City and Active Network to provide a Cloud based Recreation and Facilities Management Software solution as the replacement for the existing “on premise” solution which will become end-of-life and no longer supported as of December 31st 2016. Staff is seeking Council’s approval of the by-law to execute the Service Agreement.

BACKGROUND

For the past fifteen plus years the Community Services Department (CSD) has been using Active Network “CLASS” Recreation and Facilities booking software to assist with management of program registration as well as facility bookings. The system has been running on premise since 2003 with software maintenance and revision updates performed by Information Technology over the years.

Mid-year in 2014, Active Network announced that as of December 31st, 2015 the City’s version of CLASS 7.1 will no longer be supported. Migration to the “Class 8.0 Software would not be an option due to the fact that it was going to be end-of-life as of December 2016. Conversion to the “Cloud” based solution was to take place in 2016.

IMPACT

There is a onetime implementation and technical services charge of \$27,990.00 to switch from the current system configuration to the new cloud based solution. The computer software reserve has funds allocated for this upgrade.

In addition to the initial implementation cost, Active Network’s cloud based solution has an annual technological usage fee which is based on a percentage of sales. A 1.5% technology fee is charged for every revenue based transaction.

2016 04 25

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The technological fee will be absorbed from the revenue stream generated by online sales along with convenience fees.

The Cloud based system will have new capabilities that will improve customer service by realizing the following benefits;

- Online booking is expected to increase convenience for users resulting in potential increase revenues
- Real time bookings of facility space and recreational classes. Users will see immediately what is available and have the ability to request and book online. Thus the potential to maximize the use of city recreational facilities.
- Unlimited user licenses for city staff, thus using the technology to the fullest.
- Direct communication with participants will dramatically improve with the use of automated emails, text messages and marketing campaigns.
- Better financial controls.

STRATEGIC PLAN

Implementation of the Recreation and facility management system is directly related to City's 2011-2014 Corporate Strategic Plan; Strategic Direction 2; Delivering Excellent Services; Objective 2B – Process management

RECOMMENDATION

Resolved that the report of the Manager of Information Technology dated 2016 04 25 is attached for consideration of Council. The relevant 2016-46 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Respectfully submitted,



Frank Coccimiglio
Manager, Information Technology



COUNCIL REPORT

April 25, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Malcolm White, City Clerk

DEPARTMENT: City Clerk's Department

RE: Council Appointments – Algoma Public Health

PURPOSE

The purpose of this report is to inform Council of matters concerning appointments to fill two vacancies on the Algoma Public Health (APH) Board of Directors.

BACKGROUND

As Council is aware, the City of Sault Ste. Marie is authorized to appoint three persons to the APH Board of Directors. Currently there are two vacancies. The APH Board has been working with the Institute on Governance to develop the necessary resources and tools to move to a skills based board appointment process. That work has concluded and the APH Board is moving forward to fill its current municipal and Provincial appointment vacancies.

ANALYSIS

The Mayor has received correspondence from the CEO of Algoma Public Health (attached) indicating the specific skills the APH Board is seeking to fill. Staff will issue notice inviting interested persons possessing one or more of the identified skills to apply for consideration for appointment. The appointment process will be conducted at the May 16, 2016 Council meeting.

IMPACT

There is a nominal budget and resource impact associated with this report.

STRATEGIC PLAN

This report is not linked to an activity under the current strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Council Appointments – Algoma Public Health

2015 04 25

Page 2.

Resolved that the report of the City Clerk dated 2016 04 25 concerning Council Appointments – Algoma Public Health be received as information.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'M. White', with a long horizontal stroke extending to the right.

Malcolm White
City Clerk



April 11, 2016

Mayor Provenzano
City of Sault Ste. Marie
99 Foster Dr.
Sault Ste. Marie, ON P6A 5N1

Dear Mayor Provenzano

We are advised that, in all likelihood, there will be formal notification later this week of an appointment to the APH Board from Wawa, Dubreuilville and White River. While that is not yet final, we are sufficiently confident of that to ask that you begin as soon as possible to consider and make appointments to the two seats for the City of Sault Ste. Marie.

To the best of our understanding, the name coming forward will represent the Core Skills (attributes) set out in the Directors Profile Matrix rather than the Specific Skills (Human Resources, Legal, Communications and Health Care) identified in that matrix. With that in mind, we invite the City to seek nominees who would bring those specific skills to APH. Once the City has made its appointments, as agreed on March 31, 2016, we will immediately invite the Province of Ontario to move forward with its own appointments, still keeping in mind the skills requests of the APH Board.

Thank you for your support of Algoma Public Health and I look forward to hearing from you soon regarding the City of Sault Ste. Marie appointments to the Board of Health.

Sincerely

Tony Hanlon, Ph.D.
Chief Executive Officer

Cc Malcolm White, City Clerk
Lee Mason, Chair APH Board

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

Elliot Lake
ELNOS Building
302-31 Nova Scotia Walk
Elliot Lake, ON P5A 1Y9
Tel: 705-848-2314
TF: 1 (877) 748-2314
Fax: 705-848-1911

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

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



COUNCIL REPORT

April 25, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Catherine Taddo, P. Eng., Land Development and Environmental Engineer

DEPARTMENT: Engineering and Planning Department

RE: West End Sewage Treatment Plant – Phase 1 Upgrades Consulting Services

PURPOSE

The purpose of the report is to obtain approval to retain a Consultant for design and contract administration services for upgrades to the West End Sewage Treatment Plant.

BACKGROUND

On February 22, 2016, Council approved proceeding with a Request for Proposal for consulting services.

ANALYSIS

In accordance with the City's policy for retaining Consultants for specialized work, a Request for Proposal was issued. Proposals were received from two Consultants. Both proposals were reviewed by a committee of engineering staff. The committee followed a detailed scoring system that considered corporate profile, project team, relevant past experience, proposed work program, detailed methodology, schedule and fees. Based on the committee's results, it is recommended that the work be awarded to AECOM.

IMPACT

AECOM's fee included in its proposal submission for the design, construction administration, and studies is \$2,795,850, excluding HST. This fee reflects the engineering efforts representative of the anticipated works required at this project stage related to screening, dewatering, HVAC systems, and miscellaneous items identified through the West End Pollution Control Plant Upgrading Study. It is important to note that the preferred design will not be known until completion of preliminary design, at which time the design efforts for final design can be further

defined. An update to Council will be provided at a future meeting regarding anticipated budget projections, and estimated capital costs. If necessary, an amendment to the scope of work, consulting fees and/or the project schedule will be requested to address any updates pertaining to the project's objectives, and system integration including SCADA programming.

A budget range of \$30 to \$53 million for all phases was presented at the February 22, 2016 Council meeting. These conceptual level estimates will require revision subsequent to further detailed design work.

In the 2015 budget, Council approved \$200,000 of sanitary sewer funding for this project. A further \$1,666,875 was approved during the 2016 budget deliberations. It is anticipated that AECOM's work related to this project will be spread out over several years. The \$1.87 million allocated for the project to date is anticipated to cover AECOM's work in 2016. In the City's Asset Management Plan, \$12.2 million is currently allocated in 2017 for the initial stages of construction, and the remaining Consulting fees.

STRATEGIC PLAN

The West End Sewage Treatment Plant upgrade is linked to Strategic Direction 1, Developing Solid Infrastructure, and Objective 1A, Environmental Leadership.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Land Development and Environmental Engineer dated 2016 04 25 concerning the West End Plant Sewage Treatment Plant Upgrades be accepted and that Council authorize entering into an Agreement for engineering services with AECOM.

An Engineering Agreement will be brought to Council for approval at a later date.

Respectfully submitted,



Catherine Taddo, P. Eng.
Land Development & Environmental Engineer

Recommended for approval



Jerry D. Dolcetti, RPP
Commissioner
Engineering & Planning Dept.



COUNCIL REPORT

April 25, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Corrina Barrett, Environmental Initiatives Coordinator

DEPARTMENT: Engineering and Planning Department

RE: Municipal Parking Lot Lighting

PURPOSE

Attached hereto for your information and consideration is a report concerning the potential upgrading of parking lot lighting for municipal parking lots to LED fixtures. Staff is seeking Council approval of the report's recommendations.

BACKGROUND

In 2015, the Green Committee approved undertaking an inventory of municipal parking lot lights to determine the most appropriate replacement lights for the existing fixtures. A Request for Quotes was issued in September 2015 and MET Energy was the successful bidder. It is important to note that this assessment did not include photometric drawings and was limited to existing fixtures.

ANALYSIS

The Green Committee would like to pursue replacement of as many parking lot lights as possible within available funding. Parking lots will be prioritized based on lighting needs and usage by the public.

IMPACT

The total project costs will not exceed \$100,000 plus non recoverable HST, and after IESO saveONenergy incentives are applied. The project costs are being requested to be covered through the Green Committee Reserve, which has an uncommitted balance of \$103,955. The Committee anticipates that this funding will allow replacement of 162 fixtures at an approximate cost of \$600 each. The LED lights will provide more efficient lighting to the locations and will ultimately reduce energy usage over time.

STRATEGIC PLAN

The Corporate Strategic Plan contains numerous references to environmental awareness and a reduction in CO2 emissions; however, municipal parking lot lighting retrofit is not included.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Environmental Initiatives Coordinator dated 2016 04 25 concerning municipal parking lot lighting be received as information and that Council allocate up to \$100,000 from the Green Committee Reserve to be utilized to cover costs associated with the implementation of the municipal parking lot lighting retrofit.

Respectfully submitted,



Corrina Barrett, B.Sc.
Environmental Initiatives Coordinator

Recommended for approval



Jerry Dolcetti, RPP
Commissioner of Engineering & Planning



COUNCIL REPORT

April 25, 2016

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Engineering and Planning Department

RE: Reconstruction of Second Avenue – Contract 2016-2E

PURPOSE

The purpose of this report is to obtain approval to award Contract 2016-2E. The project included the reconstruction of Second Avenue from Wallace Terrace to Second Line West.

BACKGROUND

In the current Five Year Capital Road Reconstruction Plan, the reconstruction of Second Avenue is planned for 2016.

Tenders received for Contract 2016-2E were opened at a public meeting Wednesday, April 6, 2016 in the Steelton Room of the Civic Centre. Present at the opening was Councilor Frank Fata as well as City staff and contractor representatives.

ANALYSIS

A total of four (4) tenders were received. All tenders submitted were found to be complete and are summarized on the attached report from Tulloch Engineering. The low tender of **\$6,388,602** (including HST) was received from Avery Construction Limited. This is above the consultant's pre-tender estimate of \$6,076,005.

IMPACT

When recoverable HST and PUC costs are removed and an allowance for engineering is added, the City's cost to complete this project is projected to be **\$5,296,872**. This is above the allocation in the 2016 capital budget of \$3,956,580. When individual budget allocations are viewed, the project greatly exceeds the urban only allocation by \$1,138,700, it is under the overall capital allocation by \$67,454 and over the sanitary sewer budget by \$177,433.

If the scope of the project is reduced by eliminating the block between Connaught Avenue and Second Line West, the City's cost to complete the project would be reduced to **\$4,310,074**. Within this amount the project would be under on the overall capital budget by \$421,404, over on the urban only budget by \$699,962 and over on the sanitary sewer budget by \$74,937. The Finance Department has verified that there are sufficient funds in the 2016 Capital Works Budget to cover these overruns.

The Engineering Department recommends that the scope be reduced as described above. Road construction projects all carry healthy contingency allowances built into the contracts that often are not spent. As subsequent tenders come in for the other projects, the 2016 Construction Program will be monitored to ensure that the overall budgets are met.

STRATEGIC PLAN

Reconstruction of Second Avenue 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 & Construction Engineer dated 2016 04 25 concerning the Reconstruction of Second Avenue be received and the recommendation that the project scope be changed to include only the reconstruction of Second Avenue from Wallace Terrace to Connaught Avenue and that the revised Contract 2016-2E be awarded to Avery Construction Limited, be approved.

By-law **2016-44** authorizing execution of Contract 2016-2E the Reconstruction of Second Avenue and By-law **2016-45** authorizing the road closure of Second Avenue (Wallace Terrace to Connaught Avenue) from May 1, 2016 until October 31, 2016 appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,



Carl Rumiel, P. Eng.
Design & Construction Engineer

Recommended for approval



Jerry Dolcetti, RPP
Commissioner

Attach.

April 13, 2016
15-1141

The Corporation of the City of Sault Ste. Marie
P O Box 580 – 99 Foster Drive
Sault Ste. Marie, ON
P6A 5Y6

Attention: Mr. Carl Rumiel, P.Eng.
Design and Construction Engineer

Re: Contract 2016-2E, Second Avenue Reconstruction
Tender Results and Analysis

Dear Sir:

We have reviewed the tenders received as of 3:00 p.m., Wednesday April 6th 2016, for the above noted project at The Corporation of the City of Sault Ste. Marie Clerk's office and herein present the results of the tender and our analysis.

Background

The work generally consists of the reconstruction of Second Avenue from Wallace Terrace to Second Line West including the intersections of Wallace Terrace, Douglas Street, Connaught Avenue and a portion of Second Line West. The reconstruction works include new: storm sewers, sanitary sewers, watermains, concrete curbs, sidewalks, grading, drainage, granular base, hot mix paving, driveway reconstruction and restoration.

Tender documents were made available for review by potential bidders at the Sault Ste. Marie Construction Association and Tulloch Engineering offices in Sault Ste. Marie on Wednesday March 16th, 2016.

During the tender period, questions from plan takers were subsequently clarified by addendum. One addendum was issued, dating April 1st, 2016. The tender closed to bid submissions at 3:00 pm Wednesday April 6th, 2016.

Tulloch Engineering's Pre-Tender Estimate

Prior to tendering, Tulloch Engineering completed a pretender construction cost estimate. The pretender cost estimate for the project was \$5,376,995.71 excluding HST. Our estimate was considered a "Class A" cost estimate and was based upon final calculated quantities, supplier pricing and unit prices from previous projects.

The City portion of the project budget is \$3,956,580.00 including engineering costs and the City portion of Tulloch's cost estimate is \$4,685,429.90 including engineering costs.

Submissions

In total seven (7) tender packages were obtained by contractors during the tender period following submission of a \$100.00 refundable deposit. By 3:00 pm on the 6th of April, a total of four (4) bid packages were received and accepted for opening by the City Clerk's office.

Accordingly, we have reviewed the Form of Tenders, Bonding Certificates, Proposed Equipment Forms, Tender's Experience, and the List of Subcontractors with respect to the above noted project and herein provide our recommendation.

Submissions were received from:

- Belanger Construction Ltd.
- Ellwood Robinson Ltd.
- Palmer Construction Group Inc.
- Avery Construction Ltd.

Submitted Tender Prices

Avery Construction Ltd. has submitted the lowest bid, \$5,653,629.78, excl. HST. Avery Construction Ltd.'s bid was free of errors and omissions except for a \$0.36 error in the Part 'A' Sub-total. The submitted price is \$276,634.07 more (5.14%) than the pretender estimate. The City portion of Avery's bid is \$4,838,258.62.

We discussed with the lowest tenderer, Avery Construction, in an attempt to determine the reason(s) for the higher than expected unit prices. They relayed the following concerns that affected the price bid.

- The short time frame for project completion was a major concern. The contractor priced the job (in particular, Part 'B' – Storm Sewers) to include for two pipe crews plus overtime which increased the unit rates. (During the tendering process, multiple bidders expressed concern over the completion date)
- The close proximity of the existing high pressure gas main that parallels the storm sewer installation has been perceived as a constructability issue. Approximately half of the house servicing must cross the gas main and as such; the gas main would require protection, shoring and witness by the gas company. Work beyond 8 hours per day by gas company personnel is chargeable to the contractor.
- The proposed large diameter storm sewer is located on the west side of Second Avenue. The existing hydro line is located on the east side of Second Avenue. All electrical, telephone and cable house services are overhead and as they reach the west side of the street the clearance has been diminished such that it causes interference with a sufficiently sized excavator to trench and place the large concrete pipe into place.

List of submissions by Contractor and rank (excluding HST) are as follows:

SEQ	BIDDER'S NAME	CITY BID AMOUNT	PUC BID AMOUNT	TOTAL BID AMOUNT
1	Avery Construction Ltd.	\$4,838,258.62	\$815,370.80	\$ 5,653,629.78
2	Ellwood Robinson	\$5,079,498.32	\$907,409.02	\$ 5,986,907.34
3	R.M. Belanger	\$5,473,693.50	\$1,216,474.00	\$ 6,690,167.50
4	Palmer Construction	\$6,751,551.19	\$1,536,123.20	\$ 8,287,674.39
	Tender Estimate	\$4,309,429.90	\$1,067,565.81	\$5,376,995.71

Cost Breakdown

The total low submitted price is \$276,634.07 more than Tulloch Engineering's pretender estimate. A breakdown of the submitted pricing from all contractors is attached for your information and review. The lowest submitted price does not include or contain proposed alternative products, provisions or caveats.

As required, the tender submission includes provisional items for rock excavation, in addition to a \$200,000 contingency allowance, bonding costs, trees and shrubs allowance and preconstruction property inspections.

Tenderers Experience

In accordance with the submitted experience records it is the opinion of Tulloch Engineering that Avery Construction Ltd. has sufficient experience in similar projects to successfully complete the project to the satisfaction of Tulloch Engineering as the Owners Engineering Representative for the City of Sault Ste. Marie.

Subcontractors

As indicated on the applicable form, Avery Construction will be employing subcontractors for the work. All subcontractors are considered local contractors whose businesses reside within the City of Sault Ste. Marie. Any other contractor on-site will be considered hired equipment.

Listed subcontractors and their general scope of work is as follows:

- Chris Tranberg & Sons Ltd. – Landscaping
- Ellwood Robinson Ltd. – Curb & gutter, sidewalk, finished roadway grading and asphalt pavement

Proposed Equipment

A list of equipment was provided within the submission. In accordance with the Special Provisions Section 1.1, the contractor is required, before the commencement of the work, to submit a complete inventory of all equipment expected to be used on the project in accordance with OPSS Form 127. The proposed equipment is suitable to complete the work required.

Budget

In order to reduce costs nearer to the City of Sault Ste. Marie 2016 budget for this project, we have calculated the value of a reduced length of street based upon the tendered unit prices of the lowest bidder. The contract limits could be reduced to the south limit of the Connaught Avenue intersection (Sta. 10+600). By decreasing the project length by approximately 193 metres, and applying a 15 % reduction in the Contingency Allowance, a cost reduction of approximately \$895,184.42 for the City portion can be realized. Refer to the following table for a breakdown of costs.

ITEM	LOW BID AMOUNT	CITY BUDGET AMOUNT	REDUCED BID AMOUNT*
Sanitary Sewers	\$717,012.56	\$539,580.00	\$614,516.62
Storm Sewers & Sidewalks	\$1,913,900.29	\$775,200.00	\$1,475,162.25
Roadworks, Engineering & Contingencies	\$2,574,345.77	\$2,641,800.00	\$2,220,395.33
Total	\$5,205,258.62	\$3,956,580.00	\$4,310,074.20

*Reduced bid amount is calculated based on the lowest bidders unit prices and a reduced project length as noted above.

Recommendation

Tulloch recommends that the City of Sault Ste. Marie consider reducing the length of the project by deferring construction of the last 193 metres of Second Avenue (From Station 10+600 to Station 10+793) until 2017 in order to reduce costs. Should the length of the project be reduced, negotiations should take place with the low bidder, Avery Construction to determine which unit prices could be reduced to reflect the new time frame allotted to complete the project.

Closure

We trust you will find the above acceptable for your consideration. Please find attached a copy of the submitted Form of Tenders and accompanying documents for the submissions. Should you have any questions please feel free to contact the undersigned at your convenience.

Sincerely,



Josh Lelievre, P.Eng.
Tulloch Engineering Inc.

JL/jl

Encls.





COUNCIL REPORT

April 25, 2016

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Engineering and Planning Department

RE: Fort Creek Aqueduct John Street Diversion Phase II B – Contract 2016-5E

PURPOSE

The purpose of this report is to obtain approval to award Contract 2016-5E. The project is the next phase in improvements to the Fort Creek Aqueduct which includes a diversion aqueduct on John Street from Albert Street to Cathcart Street.

BACKGROUND

Tenders received for Contract 2016-5E were opened at a public meeting Thursday, April 14, 2015 in the Steelton Room of the Civic Centre. Present at the opening were the City Clerk as well as City staff and contractor representatives.

ANALYSIS

A total of three (3) tenders were received. All tenders submitted were found to be complete and are summarized on the attached report from STEM Engineering. The low tender of **\$4,743,692** (excluding HST) was received from Jobst Construction Limited. This is above the consultant's pre-tender estimate of \$4,621,480.

IMPACT

This project is part of the Small Communities Fund (SCF) portion of the Build Canada Fund which the City, the Province and the Federal government will share the \$31.26M project in thirds, or \$10.42M each. This project represents Part B (Part A was completed in 2015) of Phase II of the entire Fort Creek project.

When Parts A and B are combined the City's cost (excluding PUC costs and recoverable HST) to complete both projects is projected to be approximately \$7,300,000 which is above the budgeted amount of \$6,792,245. The reason this

is above the budget allowance is because the Engineering Department did not include the sanitary sewer allocation of \$557,955 for 2016 capital sewer budget. However, the Finance Department has indicated that there are sufficient funds in the sewer revenue account to cover this.

In summary, when the provincial and federal grant is considered, The City had budgeted \$4,000,000 over two years for our third of the funding program. The City's share for the two year program is projected to be \$2,600,000 after the City recovers the provincial and federal contributions. Further, \$905,200 in sanitary sewer costs from this two-year project will be covered by sanitary sewer revenue.

STRATEGIC PLAN

The reconstruction of aqueducts is related 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 Design & Construction Engineer dated 2016 04 25 concerning the Fort Creek Aqueduct John Street Diversion Phase II B be received and the recommendation that Contract 2016-5E be awarded to Jobst Construction Limited, be approved.

By-law **2016-47** authorizing execution of Contract 2016-5E and By-law **2016-48** authorizing the road closure of John Street from Albert Street to Cathcart Street from May 1, 2016 until October 31, 2016 appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,



Carl Rumiel, P. Eng.
Design & Construction Engineer

Recommended for approval



Jerry Dolcetti, RPP
Commissioner

Attach.

April 15, 2016

Project No. 15206

Corporation of the City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, Ontario
P6A 5N2

Attention: Mr. Carl Rumiel, P. Eng.
Design and Construction Engineer

Subject: Fort Creek Aqueduct John Street By-Pass Phase II Contract 2016-5E, Albert Street to Cathcart Street

On Thursday April 14, 2006, tenders were received for the **Fort Creek Aqueduct John Street By-Pass Phase II Contract 2016-5E, Albert Street to Cathcart Street**

Present at the opening were:

The City of Sault Ste. Marie–	Carl Rumiel, David Salewski, Kim Vaudry Malcolm White, who opened the Tenders,
STEM Engineering Group –	Dan Bertolo Andrew Barnebey.
Bidders Representatives -	Shane Corbett (Belanger) Ron Running (Belanger Paul Jobst (Jobst Construction) Amanda Williams (Avery) Josh Maahs (Avery) Rob McDonald (Avery) Jamie Taylor (OCF) Adam Pinder (Construction Association) Alan Walls (Double SS)

A total of three bids were received and following are the total tender prices as called out at the opening:

R. M. Belanger Ltd.	\$ \$5,299,046.00
Avery Construction.....	\$ \$4,852,071.81
Jobst Construction.....	\$ \$4,743,691.83

The tenders have been checked for correctness and inclusion of all required submissions. Minor mathematical errors were identified and corrected in the tenders. The changes did not affect the bid results.

We have previous experience working with Jobst and feel confident that, with his choice of sub-contractors (Avery-earthworks, sewers, waterworks, Ontario Concrete-form and place concrete), he will complete the work in a satisfactory manner in the time allotted.
Accordingly, we recommend Jobst Construction be awarded the contract (corrected value \$4,742,474.68).

Please contact me if you have any questions or concerns.



Dan Bertolo
Senior Technologist

Attachments



COUNCIL REPORT

April 25, 2016

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Engineering and Planning Department

RE: Gore Street Reconstruction – Revised Engineering Agreement

PURPOSE

The purpose of this report is to request Council approval to increase the fee limit in the engineering agreement with AECOM for engineering services on the reconstruction of Gore Street from Queen Street to Wellington Street.

BACKGROUND

At the 2015 10 13 Council meeting, Council approved entering into an engineering agreement with AECOM. The engineering fee estimate was \$179,000 for the preliminary and detailed design and the Engineering Department was to come back to Council for approval for additional fees for contract administration and field inspection prior to awarding the construction contract.

ANALYSIS

As the preliminary and detailed designs as well as tendering are now complete, AECOM has provided the City with an estimate \$240,000 for contract administration and field inspection services for the Gore Street reconstruction. This amount is in addition to the \$179,000 which was included under the original agreement.

The total of \$419,000 for combined engineering services represents approximately 12% of the total project costs which is in line with industry standards for engineering services on municipal projects such as this.

IMPACT

Elsewhere on Council's agenda is the report for the award of the reconstruction of Gore Street. That report outlines the financial impact of the entire project. The \$419,000 in engineering costs is covered under the 2016 allocation for the reconstruction of Gore Street.

STRATEGIC PLAN

Reconstruction of Gore Street 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 2016 04 25 be accepted and that Council authorize a \$240,000 increase to the fee limit of AECOM's engineering agreement to include the contract administration and field inspection required for the reconstruction of Gore Street.

Respectfully submitted,

Recommended for approval



Carl Rumiel, P. Eng.
Design & Construction Engineer



Jerry Dolcetti, RPP
Commissioner



COUNCIL REPORT

April 25, 2016

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Engineering and Planning Department

RE: Reconstruction of Gore Street

PURPOSE

The purpose of this report is to obtain approval to award Contract 2016-1E. The project includes the reconstruction of Gore Street from Queen Street to Wellington Street.

BACKGROUND

At the 2016 03 07 Council meeting, Council approved deferring the resurfacing of Bay Street and divert the remaining funds in order to reconstruct Gore Street as part of the 2016 capital plan.

Tenders received for Contract 2016-1E were opened at a public meeting Wednesday, April 13, 2016 in the Steelton Room of the Civic Centre. Present at the opening was Councilor Lou Turco as well as City staff and contractor representatives.

ANALYSIS

A total of five (5) tenders were received. All tenders submitted were found to be complete and are summarized on the attached report. The low tender of **\$3,915,035** (including HST) was received from RM Belanger Ltd. This is above the consultant's pre-tender estimate of \$3,750,000.

IMPACT

When recoverable HST and PUC costs are removed and an allowance for engineering is added, the City's cost to complete this project is projected to be **\$3,273,724**. This is \$114,280 above the 2016 budget allowance of \$3,159,443 for this project. The Finance Department has verified that there are sufficient funds in the 2016 Capital Works Budget to cover these overruns.

However, road construction projects all carry healthy contingency allowances built into the contracts that often are unspent. The Engineering Department will monitor this project closely and it is anticipated it will be completed within the budget allowance.

STRATEGIC PLAN

Reconstruction of Gore Street 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 & Construction Engineer dated 2016 04 25 concerning the Reconstruction of Gore Street be received and the recommendation that Contract 2016-1E be awarded to RM Belanger Ltd., be approved.

By-law **2016-42** authorizing execution of Contract 2016-1E the reconstruction of Gore Street and By-law **2016-43** authorizing the road closure of Gore Street (Queen Street to Wellington Street) from May 1, 2016 until October 31, 2016 appear elsewhere on the Agenda and are recommended for approval.

Respectfully submitted,

Recommended for approval



Carl Rumiel, P. Eng.
Design & Construction Engineer



Jerry Dolcetti, RPP
Commissioner

Attach.

April 14, 2016

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

Dear Mr. Rumiel:

Project No: 60447473

**Regarding: Reconstruction of Gore Street (Queen Street to Wellington Street)
Contract No. 2016-1E
Tender Report**

We have reviewed the tenders received by the City Clerk's office on Wednesday, April 13, 2016 for the above contract and present herewith our Tender Report.

1.0 Introduction

Contract No. 2016-1E – Reconstruction of Gore Street (Queen Street to Wellington Street) consists of supplying all materials, labour and equipment for the full reconstruction of approximately 330 meters of roadway including removals, grading, geotextile, granular subbase and base, asphalt, concrete curb and sidewalk, unit pavers, streetscape amenities, street lighting, storm and sanitary sewers, watermain and associated appurtenances.

The tender advertisement was published in the Sault Star on Saturday, March 19, 2016 for notification to prospective bidders of the availability of the tender documents. The tender documents were also available for review by potential bidders at the Sault Ste. Marie Construction Association and the Consultant's office.

A total of eight (8) Contractors, Subcontractors and Suppliers picked up tender documents during the tender period following submission of the \$100.00 refundable deposit. Plan takers consisted of five (5) contractors and three (3) subcontractors.

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

2.0 Summary of Tenders

Five (5) Contractors submitted sealed tenders for Contract No. 2016-1E to the City Clerk's office prior to the closing time of 3:00 p.m. on Wednesday, April 13, 2016. The tenders were publicly opened at 3:15 p.m. on the same day by Councillor Lou Turco in the presence of City and Consultant staff as well as representatives of the bidding Contractors. At the time of the tender opening, the Total Tender Values were read and the tenders were reviewed to ensure they included the required \$200,000 tender deposit and agreement to bond.

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

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

1.	R.M. Belanger Limited	-	\$3,915,034.61
2.	Ellwood Robinson Limited	-	\$4,040,525.52
3.	Palmer Construction Group	-	\$4,086,106.13
4.	Boyer Construction	-	\$4,310,001.65
5.	Avery Construction Ltd.	-	\$4,901,253.36

The Total Tender Value for each tender includes a contingency allowance of \$80,000 along with various provisional items.

The Engineer's tender estimate for this Contract was \$3,757,972.07 (incl. HST) which was compiled based on prices from previous road construction contracts including the 2015 Huron Street Reconstruction project. A General Summary of Tender Prices for each of the above tenders along with the Engineer's tender estimate is attached as Appendix 1. The original copies of all tenders received are attached to this report, for the City's records.

3.0 Review of Tenders Received

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

1. All tenders were properly signed, sealed and executed.
2. The tender breakdowns were checked for mathematical errors. None were found except for the tender submitted by Avery Construction which contained some errors that resulted in their tender price increasing to \$4,901,334.79. This did not change their ranking among the other tenders.
3. The Instructions to Tenderers indicated that all tenders were to include a \$200,000 tender deposit in the form of a certified cheque. All tenders complied with submission of the required certified cheques.

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

3.0 Low Bidder Experience

The low tenderer, R.M. Belanger Limited, is a well-known Contractor from Chelmsford, Ontario who has completed numerous City contracts in the past. Statement 'A' Tenderer's Experience provided with their tender submission outlined an extensive list of similar projects that they have completed in Northern Ontario.

Statement "D" – Subcontractors submitted by R.M. Belanger Limited indicated that most of the work will be done by their own forces with the exception asphalt paving which will be done by Pioneer Construction, landscaping which will be done by Tranberg and Sons, and electrical and utility work which will be done by Red Star Electric.

4.0 Tender Estimate

The low tender amount of \$3,915,034.61 (excl. HST) is higher than the Engineer's tender estimate by \$157,062.54 (excl. HST) or approximately 4%.

The above costs include work to be undertaken for the City (ie: roadwork, streetscape, street lighting, storm sewers and sanitary sewers), work for the PUC (ie: waterworks) along with some work for Shaw. The total costs (excl. HST) for the City portion of the contract is \$2,771,354.00 which includes contingency allowance of \$80,000 along with various provisional items.

5.0 Conclusions

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

1. The City should select a Contractor to complete the Gore Street construction project;

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

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

Yours very truly,
AECOM Canada Ltd.



Darrell Maahs, C. Tech.
Project Manager

DRM:nm

Encl.

DM:nm
Encl.



COUNCIL REPORT

2016 04 25

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Niro, Commissioner

DEPARTMENT: Human Resources Department

RE: Interest Arbitration Award SSMPFA Local 529 (February 1, 2014 to January 31, 2015)

PURPOSE

The purpose of this report is to inform Council of the results of the Interest Arbitration award for the Fire Services Division (February 1, 2014 to January 31, 2015) Collective Bargaining Agreement.

BACKGROUND

The City and Sault Ste. Marie Professional Fire Association Local 529, through the collective bargaining process, met with a conciliator on July 16, 2014 which resulted in a No Board report. The renewal collective agreement issues were arbitrated on January 15th, 2016 and the Award was issued on April 15th, 2016. The outstanding issues were as follows:

- Hours of Work (24-hour shifts)
- Use of part-time Firefighters
- Hours of Work (Fire Prevention Schedule)
- Welfare – WSIB Top Ups
- Wage Increase
- Benefits Cost Containment
- Recognition Pay – Mechanical and Training Division
- Boot Allowance and date that clothing (uniforms) are to be supplied

ANALYSIS (if applicable)

The highlights of the award are as follows:

- 24-hour shift trial period (36 month trial)
- Fire Prevention four (4) day work week schedule to be implemented within 120 days of the award
- WSIB Top Ups granted

- Wage Increase of 2.6% to maintain parity with Police in 2014
- Recognition Pay (3/6/9) for Mechanical & Training Division granted
- Boot Allowance of \$180.00 per Firefighter
- City required to provide a copy of the *Master Policy* detailing all GreenShield benefits to the Association

IMPACT

- Financial impacts relating to this award are still being calculated and will be reported at a later council date. These include wage adjustments, WSIB costs, boot allowances (\$16,000) and 3/6/9 Recognition Pay.
- Benefits remained status quo with no increases or any cost containment provisions as submitted by the City.
- A four (4) day work week for Fire Prevention officers may impact service delivery as it limits staff coverage during peak times (Peak times being Monday and Friday 8 AM – 4 PM).
- 24-hour shifts will heavily impact training delivery schedules resulting in less effective program delivery and retention. It will also result in significant overtime costs. Increased sick time usage is anticipated along with a decrease in overall engagement and motivation.

STRATEGIC PLAN

This is not currently linked to an item in the Strategic Plan

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Commissioner of Human Resources dated 2016 04 25 concerning the Interest Arbitration Award 2014-2015, SSMPFA Local 529 be received as information.

Respectfully submitted,



Peter Niro
Commissioner, Human Resources

**IN THE MATTER OF AN INTEREST ARBITRATION PURSUANT TO THE *FIRE
PROTECTION AND PREVENTION ACT***

BETWEEN:

**SAULT STE. MARIE PROFESSIONAL FIRE FIGHTERS ASSOCIATION
("the Association")**

and

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE
("the Corporation")**

Before: Larry Steinberg, Chair
 Harold Ball, Corporation Nominee
 Jeffrey Sack, Q.C., Association Nominee

Appearances:

For the Association:

Rob Hyndman, Advocate, IAFF/OPFFA
Marty Kenopic, SSMPFFA President
Robert Shaughnessy, SSMPFFA Secretary
Richard Bishop, SSMPFFA, Treasurer
David Kochanowski, SSMPFFA Bargaining Member
Peter Osterberg, District 6, Vice President, OPFFA

For the Corporation:

Mark Mason, Counsel
Peter Niro, Commissioner, Human Resources
Ida Bruno, Labour Relations Coordinator
Mike Figliola, Fire Chief
Peter Johnson, Deputy Fire Chief
Paul Milosevich, Deputy Fire Chief

Mediation held in Sault Ste. Marie on December 7, 2015

Hearing held in Sault Ste. Marie on January 15, 2016

Rebuttal briefs received on February 9, 2016

Reply briefs received on March 1, 2016

[1] This is an interest arbitration to set the terms and conditions of a renewal collective agreement for the collective agreement that expired on January 31, 2014. It will cover the period from February 1, 2014 until January 31, 2015.

[2] There are approximately 97 members of the bargaining unit. They are employed in four divisions (Fire Suppression, Emergency Medical Services, Fire Prevention and Public Education and Support Services).

[3] The Corporation currently has a population of approximately 70,000 which represents a decline in population of five thousand or 7% from the 2011 census. It has collective bargaining relationships with a number of bargaining agents representing seven bargaining units in addition to this one.

[4] Notice to bargain was given on November 19, 2013. The parties bargained on six occasions up to May 23, 2014. Conciliation was held on July 16, 2014 and a No Board was issued on July 23, 2014. The parties met with the Board on December 7, 2015 in mediation which was not successful. A hearing was held in Sault Ste. Marie on January 15, 2016 and Rebuttal and Reply briefs were received on February 9 and March 1, 2016 respectively. The Board met in Executive session on March 9, 2016 and conference calls were held between the Chair and the nominees separately thereafter.

[5] In rendering this decision, we are required by s.50.5(2) of the *FPPA* to take the following criteria into account:

- The employer's ability to pay in light of its fiscal situation.
- The extent to which services may have to be reduced, in light of the decision, if current funding and taxation levels are not increased.
- The economic situation in Ontario and in the municipality.

- A comparison, as between the firefighters and other comparable employees in the public and private sectors, of the terms and conditions of employment and the nature of the work performed.
- The employer's ability to attract and retain qualified firefighters.

[6] As well, we have been guided by the well-established principles of interest arbitration. Specifically, with respect to non-monetary issues, we have applied the criteria of demonstrated need and replication. In respect of monetary issues, we have been guided by the principles of total compensation and replication of the agreement the parties would have reached under the sanction of a strike. We have also taken into account the economic situation in Sault Ste. Marie.

[7] Any proposals not referred to below are dismissed. Unless otherwise indicated all provisions awarded are effective the date of the Award. The Board remains seized of this matter until the parties enter into the renewal agreement.

[8] Applying the above principles and having considered the submissions and material filed with us by the parties, the renewal collective agreement will consist of all matters agreed to by the parties and the following terms and conditions.

Article 5—Hours of Work (24 Hour Shift)

[9] The parties are directed to enter a trial of the 24 hour shift to last for 36 months from its commencement. The parties are directed to agree on a suitable trial arrangement within 180 days of this award. The Board remains seized in the event the parties cannot come to an agreement.

Article 5—Hours of Work (Fire Prevention Schedule)

[10] The Association's request for a 4 day work week is granted. The parties are directed to agree on a suitable schedule within 120 days of this award. The Board remains seized in the event the parties cannot agree.

Article 11—Welfare (WSIB Top UP)

[11] The Association's proposal is awarded.

Article 15—Wages

[12] Effective February 1, 2014, the wage of a first class fire fighter will be \$89,864 which maintains its relationship to the Sault Ste. Marie police as existed in 2013. All other ranks to be adjusted accordingly to maintain the percentage relationship with the first class fire fighter. Retroactive payments to be made to current and former employees within 45 days of the date of the award.

Article 15—Wages (Recognition Pay Mechanical and Training Division)

[13] The Association's proposal is granted save that this is effective the date of the award.

Article 14—Clothing and Turn Out Gear (Date Clothing to be supplied and Boot Allowance)

[14] The Association's proposals in respect of boot allowance are granted. The issue of the date on which clothing is to be supplied is remitted to the parties to fix such a date. The Board remains seized in the event that the parties are unable to agree.

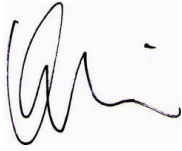
Article 18—General (New Provision)

[15] The Employer will provide a copy of the "Master Policy" of all benefits to the Association.

Letters of Understanding

[16] The Letters of Understanding regarding Communications Operator and Health and Safety Committee are to be renewed.

Dated at Toronto Ontario this 15th day of April 2016

A handwritten signature in black ink, appearing to be 'L. Steinberg', on a light blue background.

Larry Steinberg, Chair

“I dissent”

Harold Ball, Corporation Nominee

“I dissent”

Jeffrey Sack, Q.C., Association Nominee

It is beyond question that the economic circumstances in the City of Sault Ste. Marie are amongst the worst in the Province at this time, and while the Chair has properly recognized this in his rationale for this award, I would have further reflected these economic realities in reduced wage increases.

However, the parties will be returning to bargaining shortly, and these economic realities will no doubt shape the structure, and hopefully the ultimate product of those negotiations.

Furthermore, this award did not result in a balanced outcome from a collective bargaining standpoint, because in my view it is inconsistent with the well-established principles of interest arbitration, namely demonstrated need and replication.

Despite making a compelling case that was completely consistent with these principles, none of the City's proposals were awarded.

It is hard to believe, that when attempting to replicate what they would have otherwise bargained, both parties would have agreed to this unbalanced outcome.

For example, I would have awarded the City's proposed changes to allow for the use of part-time firefighters. There is no downside to the Association, and this emerging issue would only benefit the City's residents in terms of efficiency in service delivery.

"Harold Ball"

Corporation Nominee

PARTIAL DISSENT OF ASSOCIATION NOMINEE

There are facets of the Award with which I disagree, but it must be remembered that the Award is for a one-year term, ending on January 31, 2015. Issues that continue to be of concern can be addressed in the next round of negotiations.

There are also aspects of the Award with which I agree. The 24-hour trial shift is pervasive across the province, and is now the standard shift for approximately 90 percent of Ontario firefighters. Other items ordered by the board (fire prevention workweek, WSIB top-up, recognition pay) are normative. Conversely, Corporation proposals (including that for part-time fire-fighters) are not normative in that they are not common in comparator municipalities.

As for wages, it makes little sense to disturb the parity relationship between police and firefighters in Sault Ste. Marie, as the Corporation urges. The result would only be to demoralize firefighters and create pressure for catch-up in the future, thereby imposing at that time a greater burden on the municipality. Nor can it be contended that the increase awarded by the board is excessive, since the same increase was freely negotiated by the Corporation with the police in precisely the same economic climate as that which affects the firefighters.

In short, while I do not agree with the Award in a number of respects, it is within the range of reasonable outcomes.



Jeffrey Sack, Q.C.



COUNCIL REPORT

April 25, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jerry Dolcetti, Commissioner

DEPARTMENT: Engineering and Planning Department

RE: Sault Ste. Marie Development Charges Background Study

PURPOSE

The purpose of this report is to request Council approval to schedule a public meeting to present the findings of the Draft Sault Ste. Marie Development Charges Background Study (DC Study) pursuant to requirements of the Development Charges Act (1997), Section 12.

BACKGROUND

The consulting firm of Watson and Associates Economists Ltd. was retained through a tendering process and received Council approval and execution of a formal agreement on November 9, 2012.

During the course of the DC Study, timelines for completion were extended due to delays in obtaining required levels of information from various sources. A further delay occurred with the approaching 2014 municipal election. Given the importance of the DC Study and its resulting recommendations, it was decided that the study should be held over until the newly elected Council was in place.

Extension to the completion timelines resulted in a need to revise the 10-year forecast of development levels of service growth statistics and capital needs, etc. to reflect the 2016 to 2026 timeframe.

ANALYSIS

The purpose of development charges is to recover the capital costs associated with the increase in need for services arising from residential and non-residential growth within a municipality. These capital costs are in addition to costs that would normally be contributed to, or constructed as condition of Subdivision or Consent Agreement (ie: internal roads, sewers, watermains, sidewalks, streetlights, etc). Municipalities are empowered to impose these charges via the Development Charges Act (DCA).

Watson & Associates Economists Ltd. will be present at Council to provide a general overview of the DC Study (attached).

The draft DC Study along with its' proposed draft bylaw will be presented to members of the public in order to provide interested parties with sufficient background information on the legislation, the recommendations of the DC Study and the basis of these recommendations.

Presenting the study to the public and soliciting their input of the proposed bylaw, complies with requirements under Section 12 of the DCA (1997). It provides an opportunity for interested parties to ask questions regarding the DC Study and its methodology.

Notification of the public meeting as per statutory requirements will be provided 20 days prior to the meeting and will appear in the local newspapers, the City website and other local media sites. This will allow for input from special interest groups, (e.g. Sault Ste. Marie Chamber of Commerce) and other members of the public, and will be addressed as part of the public meeting. The DC Study and proposed Bylaw will also be made available to the public for review.

Following the public meeting, staff will prepare a report to Council with their recommendations and appropriate course of action.

IMPACT

All costs associated in carrying forward the tasks have been included in the capital works budget.

STRATEGIC PLAN

Establishing a process for the implementation of Development Charges under the Development Charges Act (1997) is within the Corporate Values of Financial Responsibility.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Commissioner of the Engineering & Planning Department dated 2016 04 25 concerning the Sault Ste. Marie Development Charges Background Study be received, and that the request to hold a public meeting to present the finding of the DC Study pursuant to the requirements of the Development Charges Act (1997), be approved.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'J. Dolcetti', is written over a horizontal line.

Jerry Dolcetti, RPP
Commissioner
Engineering & Planning Department

City of Sault Ste. Marie

2015 Development Charges Background Study

Council Meeting

April 25, 2016

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Agenda

1. Introduction
2. Methodology
3. Growth Forecast
4. Increase in Need for Service
5. Service and Project Inclusions
6. Policy Issues
7. Next Steps

Introduction

- ❑ City retained Watson and Associates Economists Ltd. to prepare the statutory DC Background Study and By-Law process in 2013
- ❑ Draft DC Background Study was prepared on December 14, 2015. This presentation is based on its findings, with revisions provided by City staff to date.

Introduction

- ❑ Municipalities are empowered to impose charges via the *Development Charges Act* (DCA) to recover the capital costs associated with residential and non-residential growth
- ❑ These capital costs are in addition to costs that would normally be contributed to or constructed as condition of a subdivision or consent agreement (e.g. internal roads, sewers, watermains, sidewalks, streetlights, etc.).

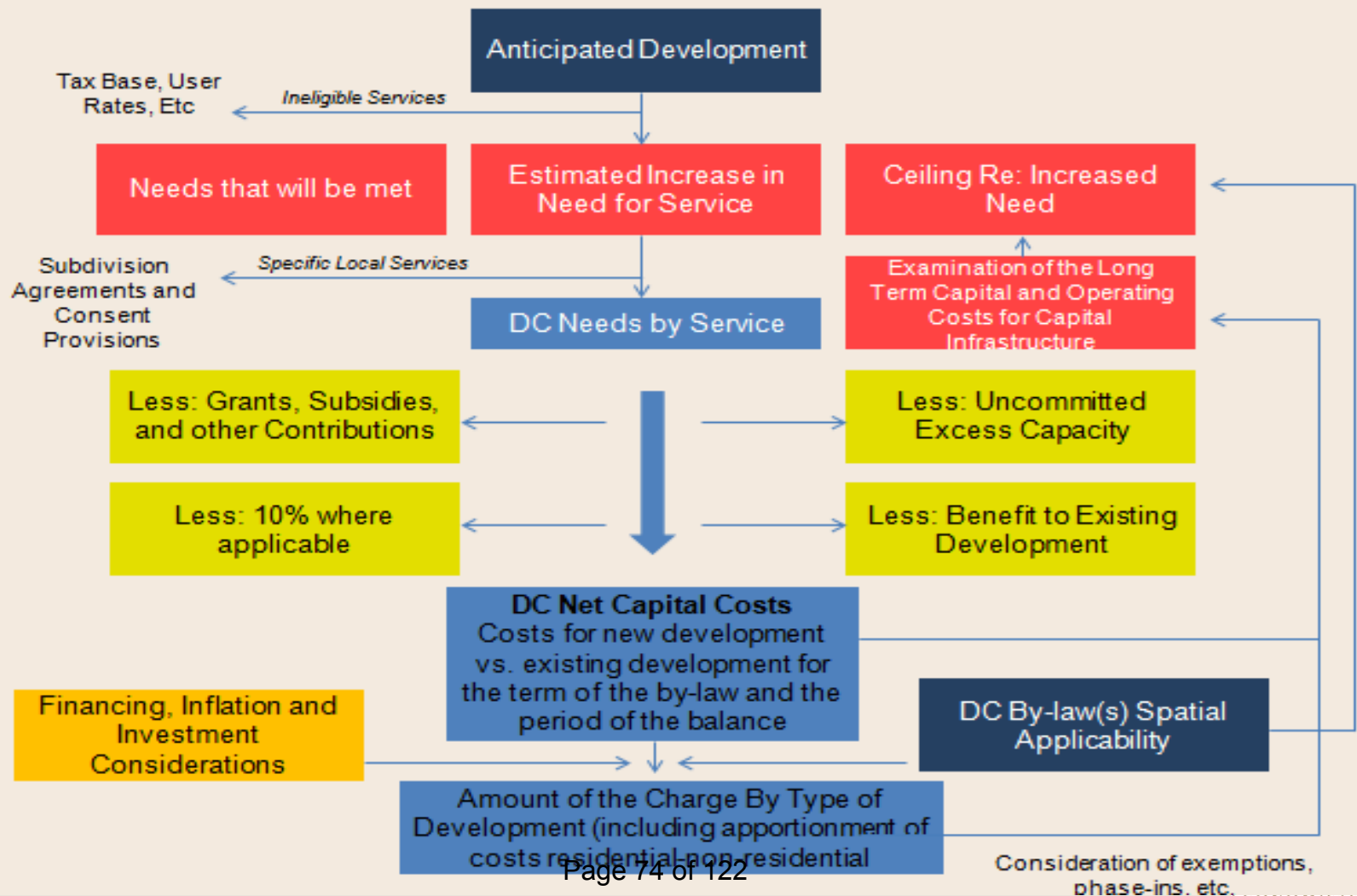
Introduction

- ❑ Pre-1989 – Lot Levies (Planning Act)
- ❑ 1989 – 1997 – Development Charges Act, 1989
 - Standardized the practice and provided a time limited basis for appeal
 - Provided for measuring service standards, relating growth to capital costs, required a public process, allowed for all services to be considered, etc.
- ❑ 1997 - 2015 – Development Charges Act, 1997
 - Limitations place on service inclusion, recovery restrictions and additional rules surrounding approach and implementation

Introduction

- 2016 - present – Development Charges Act, 1997 Amendments
 - Increase funding for Transit Services as discrete service with specific requirements (100% DC eligible service, planned level of service, ridership, asset management plan, etc.);
 - Narrow definition for ineligible solid waste management services (i.e. infill, incineration);
 - Requirements for consideration of area-specific charges and inclusion of an asset management plan;
 - Greater financial reporting requirements; and
 - Restriction on the ability to recover growth related capital costs outside of the DCA or other statutes

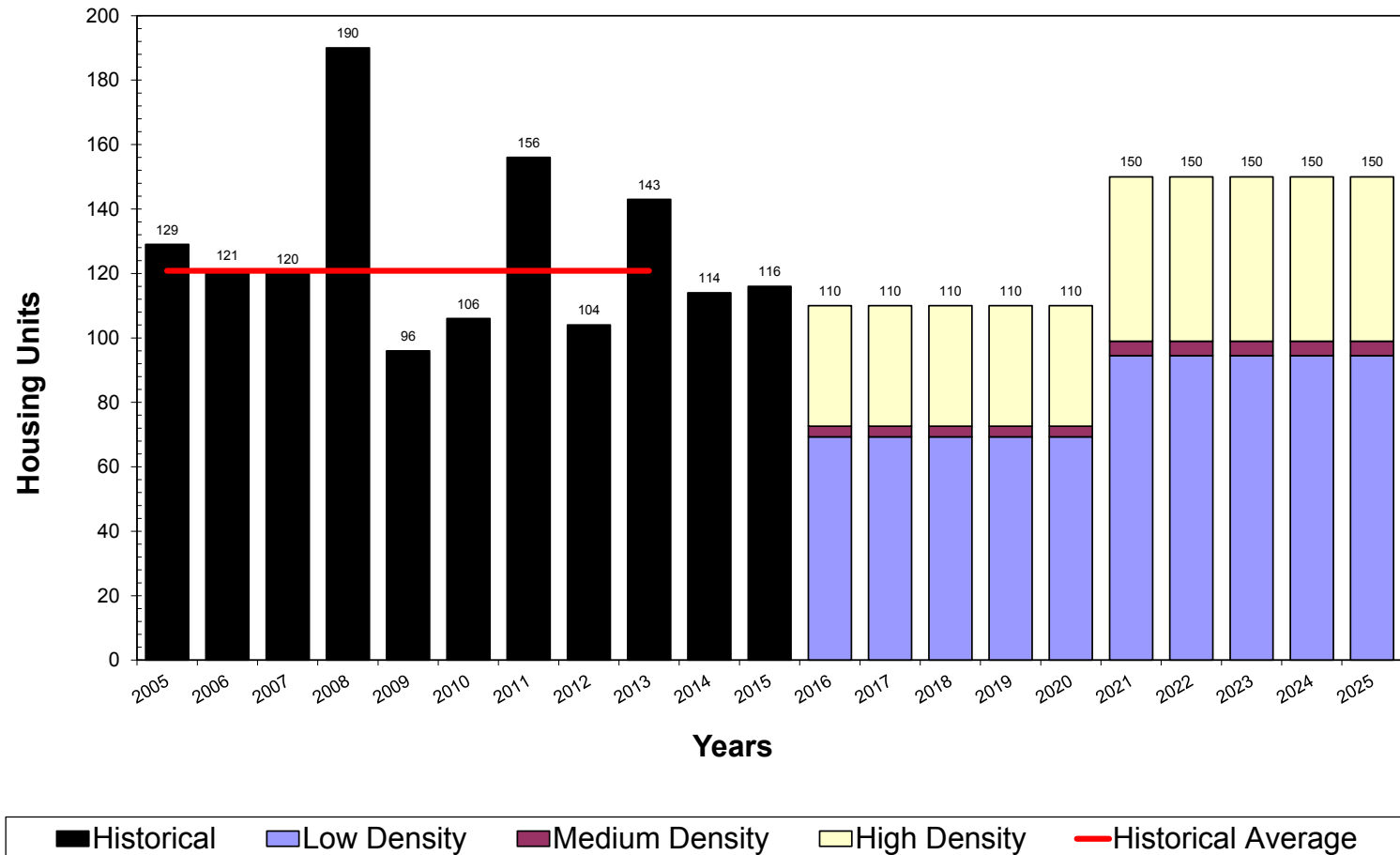
Development Charges Methodology



DC Growth Forecast

Time Horizon	Residential		Non-Residential	
	Net Population	Units	Employment (excl. WAH & NFPOW)	Sq. ft. of GFA
Early 2016	75,847	33,073	32,475	
Early 2026	77,810	34,342	33,316	
<u>Incremental Change:</u>				
10-year (2016-2026)	1,963	1,269	841	622,600

Residential Growth Forecast



Increase in Need for Service

- Municipal-Wide Services (2016-2026 Forecast)
 - Roads & Related
 - Fire Protection
 - Transit
 - Parks and Recreation
 - Library
 - Administration – Studies

Increase in Need for Service

Service Category	Sub-Component	10-Year Average Service Standard					Maximum Ceiling L.O.S.	Total Ceiling L.O.S.	Increase in Capital Needs
		Cost (per capita)	Quantity (per capita)		Quality				
Roads and Related	Roads	\$ 6,932.70	0.0018	km of roadways	\$ 3,851,500	per lane km	\$ 13,608,890	\$ 14,017,292	\$ 5,704,298
	Public Works Facilities	\$ 158.47	1.4516	sq.ft. of building area	\$ 109	per sq.ft.	\$ 311,077		
	Public Works Vehicles and Equipment	\$ 49.58	0.0005	Number of items	\$ 99,160	per vehicle	\$ 97,326		
Fire	Fire Facilities	\$ 142.60	0.6160	sq.ft. of building area	\$ 231	per sq.ft.	\$ 279,924	\$ 469,275	\$ 38,200
	Fire Vehicles	\$ 86.01	0.0003	Number of vehicles	\$ 286,700	per vehicle	\$ 168,838		
	Fire Small Equipment and Gear	\$ 10.45	0.0022	Number of items	\$ 4,750	per firefighter	\$ 20,513		
Police	Police Facilities	\$ 155.95	0.6126	sq.ft. of building area	\$ 255	per sq.ft.	\$ 306,130	\$ 370,713	\$ -
	Police Vehicles	\$ 5.28	0.0002	Number of vehicles	\$ 26,400	per vehicle	\$ 10,365		
	Police Small Equipment and Gear	\$ 27.62	0.0040	Number of items	\$ 6,905	per Officer	\$ 54,218		
Transit	Transit Facilities	\$ 143.73	0.7299	sq.ft. of building area	\$ 197	per sq.ft.	\$ 282,142	\$ 528,440	\$ 47,369
	Transit Vehicles and Equipment	\$ 109.05	0.0006	Number of vehicles	\$ 181,750	per vehicle	\$ 214,065		
	Other Transit Infrastructure	\$ 16.42	0.0009	Number of items	\$ 18,244	per vehicle	\$ 32,232		
Parks and Recreation	Parkland Amenities	\$ 224	0.0079	Number of amenities	\$ 28,386	per amenity	\$ 440,203	\$ 2,701,755	\$ 2,701,755
	Parkland Trails	\$ 158	0.1452	Linear Metres of Paths and Trails	\$ 1,090	per lin m.	\$ 310,684		
	Indoor Recreation Facilities	\$ 948	4.5018	sq.ft. of building area	\$ 211	per sq.ft.	\$ 1,861,434		
	Recreation Vehicles and Equipment	\$ 20	0.0002	Number of items	\$ 97,800	per vehicle	\$ 38,396		
	Parks Vehicles and Equipment	\$ 26	0.0008	Number of items	\$ 32,500	per vehicle	\$ 51,038		
Library	Library Facilities	\$ 183	0.5825	sq.ft. of building area	\$ 315	per sq.ft.	\$ 359,838	\$ 452,570	\$ 348,332
	Library Collection Materials	\$ 47	3.1057	Number of items	\$ 15	per collection item	\$ 92,732		

Service and Project Inclusions (City-Wide, 2016-2026)

Project Number	Increased Service Needs Attributable to Anticipated Development	Gross Capital Cost Estimate	Post Period Benefit	Net Capital Cost	Less:		Subtotal	Less: Other (e.g. 10% Statutory Deduction)	Potential D.C. Recoverable Cost		
					Benefit to Existing Development	Grants, Subsidies and Other Contributions			Total	Residential Share	Non-Residential Share
	2016-2026										
	<u>Fire Services</u>										
1	Additional Firefighters (4)	23,200	-	23,200	-		23,200		23,200	17,196	6,004
2	Additional EMS staff (4)	12,000	-	12,000	-		12,000	1,200	10,800	8,005	2,795
3	Additional Fire Prevention Officer	3,000	-	3,000	-		3,000		3,000	2,224	776
	Fire Services Total	38,200	-	38,200	-		38,200	1,200	37,000	27,425	9,575
	<u>Transportation Services</u>										
1	Second Ln. and Great Northern Road - property protection	500,000	150,000	350,000	50,000		300,000		300,000	210,021	89,979
2	Second Ln. and Carmen's Way - property protection	500,000	150,000	350,000	50,000		300,000		300,000	210,021	89,979
3	Third Ln. and Black Rd. (hospital entrance to second line)	10,900,000	363,333	10,536,667	9,810,000		726,667		726,667	508,718	217,948
4	Black Rd. (Second Ln. to McNabb) - widening	5,350,000	481,000	4,869,000	3,907,000	359,626	602,374		602,374	421,705	180,669
5	Northern Ave. Extension (E. Limit to Black Rd.) - new construction	5,700,000	1,014,000	4,686,000	2,658,000		2,028,000		2,028,000	1,419,745	608,255
6	Sackville Rd. Extension to Third Ln.	4,000,000	711,579	3,288,421	1,865,263		1,423,158		1,423,158	996,312	426,846
7	Provision for Additional Facility Space (2,060 sq.ft.)	224,900	-	224,900	-		224,900		224,900	157,446	67,454
8	Provision for Additional Vehicles (1)	99,200	-	99,200	-		99,200		99,200	69,447	29,753
	Transportation Services Total	27,274,100	2,869,912	24,404,188	18,340,263	359,626	5,704,298	-	5,704,298	3,993,416	1,710,883
	<u>Transit Services</u>										
1	Second Bus Terminal in North Central Area	500,000	-	500,000	487,378		12,622		12,622	8,836	3,786
2	Maintenance Facility (transit maintenance)	776,500	-	776,500	756,899		19,601		19,601	13,722	5,879
3	ParaBus Expansion	600,000	-	600,000	584,854		15,146		15,146	10,603	4,543
	Transit Services Total	1,876,500	-	1,876,500	1,829,131	-	47,369	-	47,369	33,162	14,207

Service and Project Inclusions (City-Wide, 2016-2026)

Project Number	Increased Service Needs Attributable to Anticipated Development	Gross Capital Cost Estimate	Post Period Benefit	Other Deductions	Net Capital Cost	Less:		Subtotal	Less: Other (e.g. 10% Statutory Deduction)	Potential D.C. Recoverable Cost		
						Benefit to Existing Development	Grants, Subsidies and Other Contributions			Total	Residential Share	Non-Residential Share
	2016-2026											
	<u>Parks and Recreation Services</u>											
1	MacDonald Park (playground equipment)	20,000	-	2,838	17,162	-	5,000	12,162	1,216	10,945	10,398	547
2	Strathclair Park (parkland development)	450,000	-	54,875	395,125	-	160,000	235,125	23,512	211,612	201,032	10,581
3	Esposito Park (bike pump track)	250,000	-	28,384	221,616	-	100,000	121,616	12,162	109,455	103,982	5,473
4	Hub Trail Engineering and Design	50,000	-	239	49,761	48,738		1,023	102	921	875	46
5	Hub Trail and Cycling Master Plan Development	1,000,000	-	4,777	995,223	974,757		20,467	2,047	18,420	17,499	921
6	Provision for Additional Rolling Stock (1)	32,500	-	6,150	26,350	-		26,350	2,635	23,715	22,529	1,186
7	Northern CC - Phase 3 (87,370 sq.ft.)	13,000,000	5,877,600	533,294	6,589,106	4,304,093		2,285,013	228,501	2,056,511	1,953,686	102,826
	Parks and Recreation Services Total	14,802,500	5,877,600	630,557	8,294,343	5,327,587	265,000	2,701,755	270,176	2,431,580	2,310,001	121,579
	<u>Library Services</u>											
1	New Churchill Branch	3,000,000	-		3,000,000	2,744,400		255,600	25,560	230,040	218,538	11,502
2	Additional Collection Materials	92,732	-		92,732	-		92,732	9,273	83,459	79,286	4,173
	Library Services Total	3,092,732	-	-	3,092,732	2,744,400	-	348,332	34,833	313,499	297,824	15,675
	<u>Administration Services</u>											
1	DC Background Studies (2)	58,600	-		58,600	-		58,600	5,860	52,740	36,922	15,818
2	Official Plan Review (2)	100,000	-		100,000	25,000		75,000	7,500	67,500	47,255	20,245
	Administration Services Total	158,600	-	-	158,600	25,000	-	133,600	13,360	120,240	84,177	36,063
	Total	47,242,632	8,747,512	630,557	37,864,563	28,266,381	624,626	8,973,555	319,569	8,653,986	6,746,004	1,907,982

Schedule of Calculated Charges

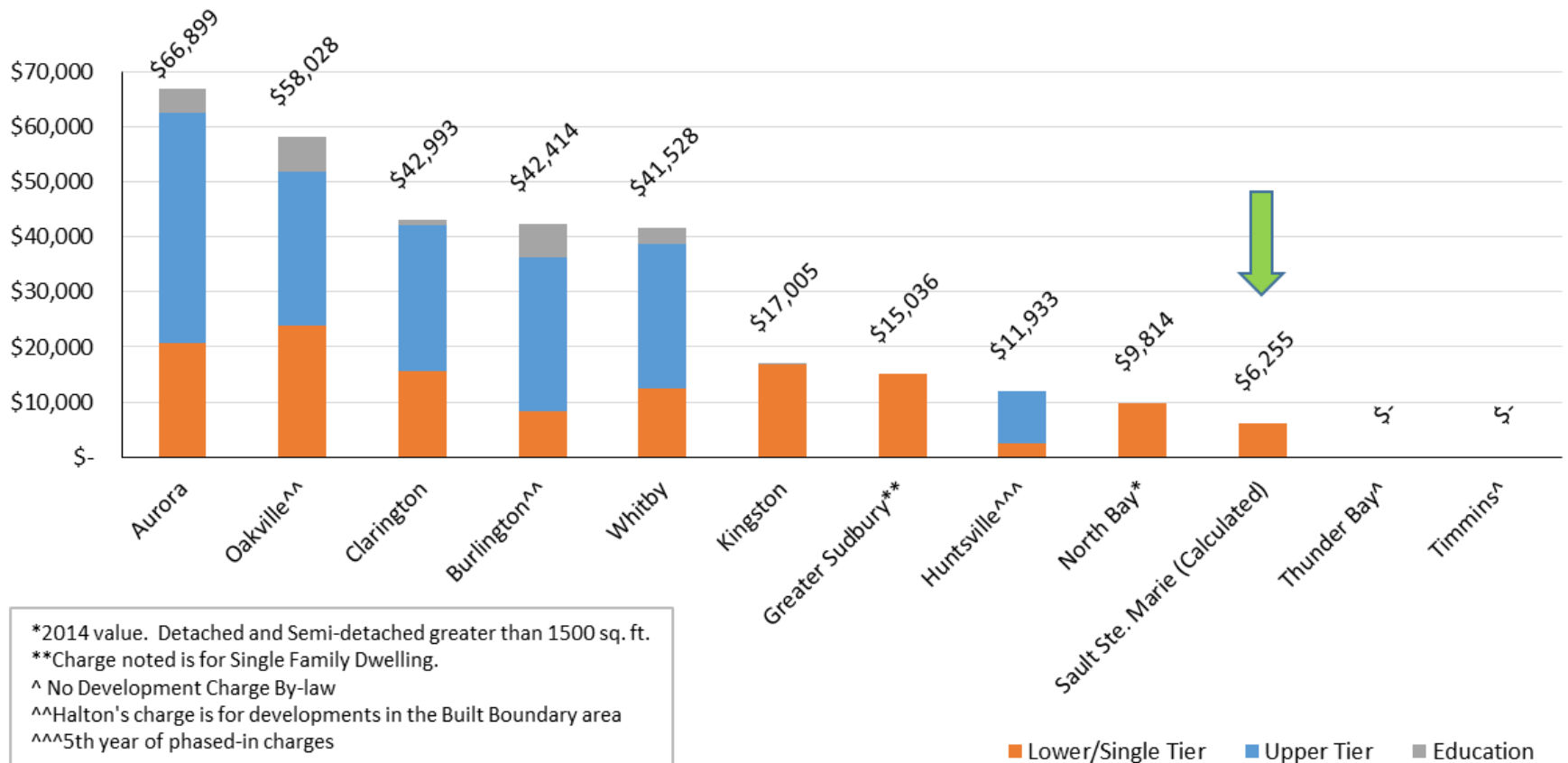
Service	Residential				Non-Residential
	Single and Semi-Detached Dwelling	Apartments - 2 Bedrooms +	Apartments - Bachelor and 1 Bedroom	Other Multiples	(per sq.ft. of Gross Floor Area)
City-wide Services:					
Roads and Related	\$ 3,703	\$ 2,195	\$ 1,323	\$ 2,605	\$ 2.70
Fire Protection Services	\$ 25	\$ 15	\$ 9	\$ 18	\$ 0.02
Police Services	\$ -	\$ -	\$ -	\$ -	\$ -
Transit	\$ 31	\$ 18	\$ 11	\$ 22	\$ 0.02
Parks and Recreation	\$ 2,142	\$ 1,270	\$ 765	\$ 1,507	\$ 0.19
Library Services	\$ 276	\$ 164	\$ 99	\$ 194	\$ 0.02
Administration - Studies	\$ 78	\$ 46	\$ 28	\$ 55	\$ 0.06
Total City-wide Services	\$ 6,255	\$ 3,708	\$ 2,235	\$ 4,401	\$ 3.01

Phased-in Schedule of Charges

- Three year phase-in of the full calculated rates provided for Council's consideration, to gauge market impacts and to give the development community time to adjust

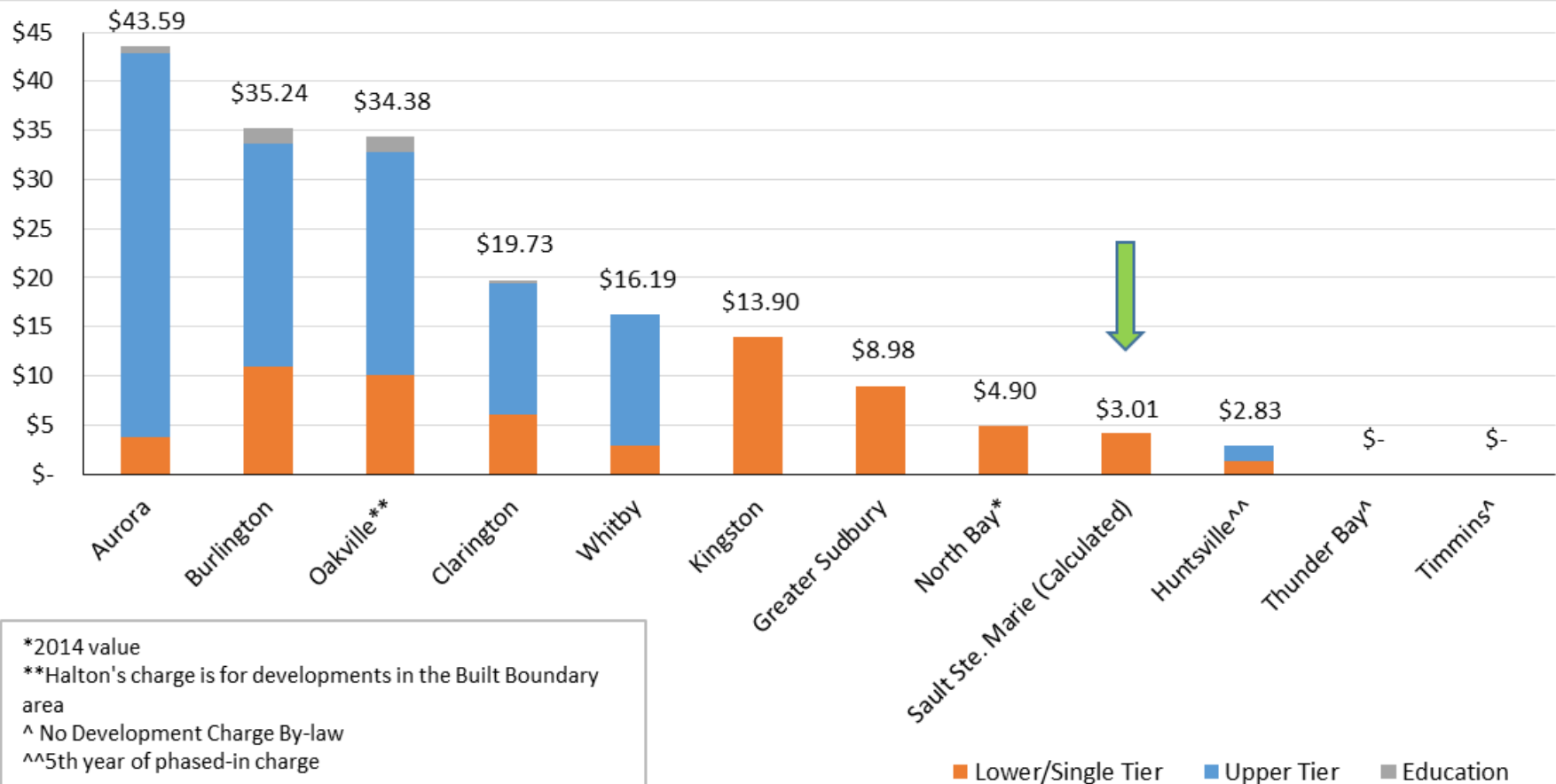
Year	Residential				Non-Residential
	Single and Semi-Detached Dwelling	Apartments - 2 Bedrooms +	Apartments - Bachelor and 1 Bedroom	Other Multiples	(per sq.ft. of Gross Floor Area)
2016	\$ 2,085	\$ 1,236	\$ 745	\$ 1,467	\$ 1.00
2017	\$ 4,170	\$ 2,472	\$ 1,490	\$ 2,934	\$ 2.01
2018	\$ 6,255	\$ 3,708	\$ 2,235	\$ 4,401	\$ 3.01
2019	\$ 6,255	\$ 3,708	\$ 2,235	\$ 4,401	\$ 3.01
2020	\$ 6,255	\$ 3,708	\$ 2,235	\$ 4,401	\$ 3.01

Residential DC Comparison (\$/single detached dwelling unit)



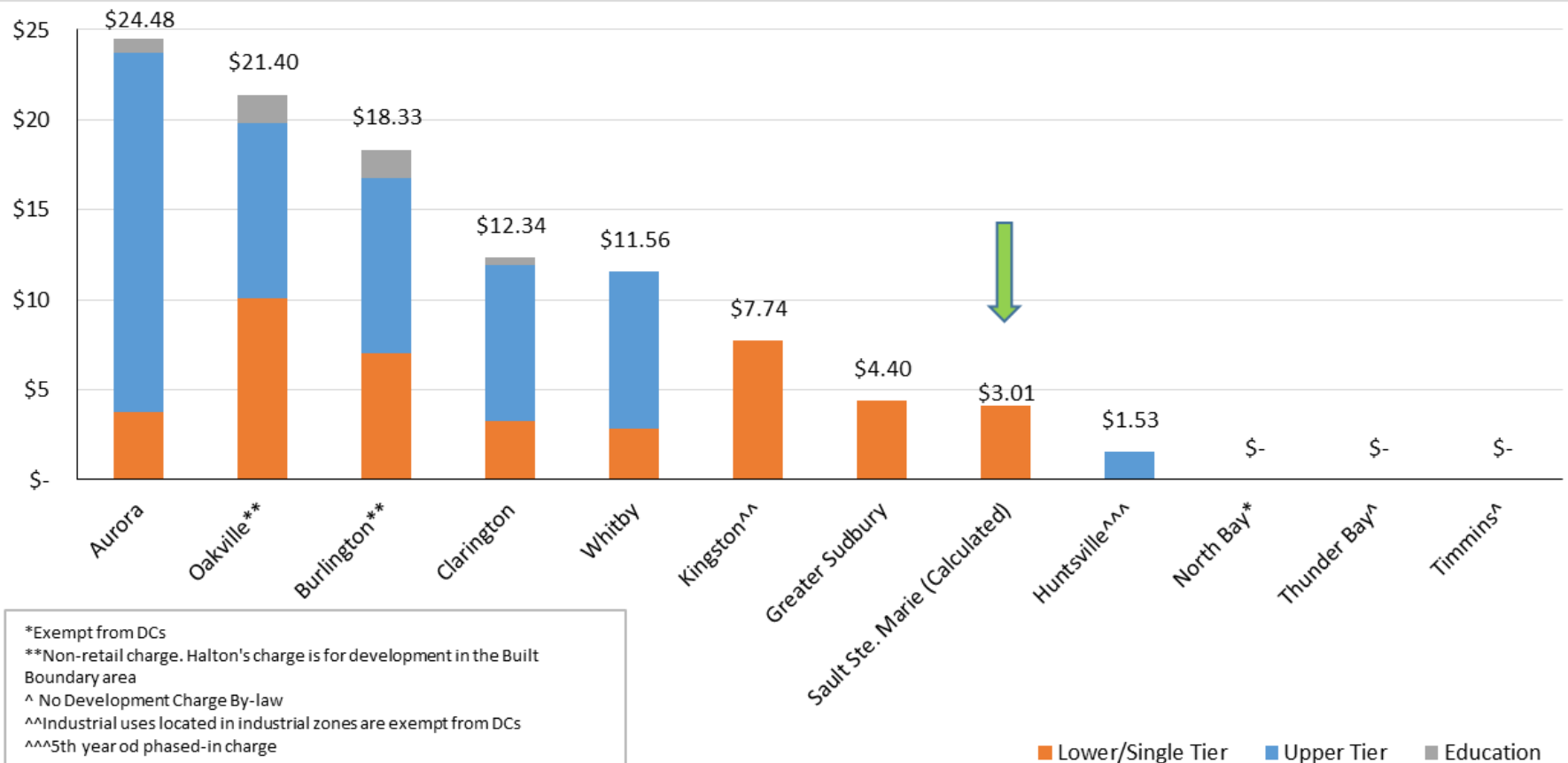
Commercial DC Comparison

(\$/sq.ft. of gross floor area)



Industrial DC Comparison

(\$/sq.ft. of gross floor area)



Policy Issues

- ❑ Development charges to be imposed through one by-law
- ❑ Charges are imposed by type of residential dwelling unit and per square foot of non-residential gross floor area
- ❑ Charges to be imposed at the time of building permit issuance, with ability to enter into prepayment/deferred payment agreements

Policy Issues

□ DC Exemptions

- The Act provides for some mandatory exemptions but also allows municipalities the ability to provide its own exemptions

- Exemptions provide that certain classes of development will not be required to pay the charge.

May be determined by:

- Use (e.g. places of worship, farm buildings)
- Geographic area
- Development type
- Service exemption

Policy Issues

□ Statutory Exemptions

- Industrial additions of up to and including 50% of the existing gross floor area of the building - for industrial additions which exceed 50% of the existing gross floor area, only the portion of the addition in excess of 50% is subject to development charges
- Land used for Municipal or Board of Education purposes
- Residential development that results in only the enlargement of an existing dwelling unit, or that results only in the creation of up to two additional dwelling units

Policy Issues

□ Non-Statutory Exemptions

- No additional exemptions have been recommended at this time
- Common non-statutory exemptions would include:
 - Places of Worship
 - Non-Residential Farm Buildings
 - Temporary Uses

Policy Issues

□ Redevelopment Credits

- Recognizes that former buildings (demolished or converted) had an existing provision of services allocated to the property
- Generally, credit has a stipulated time period of 36-60 months

□ Demolition credit allowed only if the land was improved by occupied structures, and if the demolition permit related to the site was issued less than 5 years prior to the issuance of a building permit.

Policy Issues

□ Indexing

- Charges may be indexed annually in accordance with the provisions of the DCA on a mandatory or discretionary basis
- It is recommended that charges be indexed annually on January 1st of each year, on a mandatory basis

Economic Impact Considerations

- Summary of results of previous research conducted by Watson concerning the potential impact of development charges on economic development
 - Many municipalities impose the full residential DC
 - In some cases, discount or exempt non-residential (i.e. industrial/commercial) charges, in the interests of attracting more of such development
 - Policy position suggest that the rate of industrial and/or commercial development may be impacted by DC quantum, whereby a “growth pays for growth” philosophy is expected to be more operative for residential development

Economic Impact Considerations

□ Residential Development

- DCs are thought by many to reflect itself directly and automatically on house prices
- In a strong market, house prices reflect demand pressures relative to supply, more than a simple cost recovery formula
- DCs are inevitably absorbed in pricing (and/or land purchase), but may not always be a significant determinant of such pricing, due to overall market dynamics
- In poor markets, house prices may be unable to fully absorb DC, which may impact land prices, profits and/or construction activity

Economic Impact Considerations

□ Residential Development (cont'd)

- DC quantum impacts the competitive environment, but is one component considered in development decisions. Other factors include:
 - Proximity to labour markets, land costs, building forms, planning process, tax rates, municipal and commercial service levels and lifestyle
 - Cumulative effect of these socio-economic forces which determines whether residential DCs will diminish the rate of residential growth
- Housing projects which are geared to the rental market, affordable or assisted housing, or sites which are expensive to service or remediate, could be negatively impacted by DCs and thus less feasible

Economic Impact Considerations

□ Residential Development (cont'd)

- DC quantum relative to residential development activity in different municipalities, a direct cause and effect relationship is not apparent
- In part, because municipalities which are attractive, high growth areas, are able to impose high DCs as part of maintaining high service levels without tangibly diminishing demand
- Municipalities with lower market appeal tend to moderate DCs in the hopes of encouraging more growth

Economic Impact Considerations

□ Non-Residential Development

- DCs vs. property taxes raises the question of whether a reduction in industrial and commercial development, resulting from development charges, improves or diminishes the City's financial position
- Industrial and commercial properties are generally acknowledged as paying more in property taxes than the cost of the municipal services they consume
- This net positive contribution to municipal revenues that helps support the services and programs the City provides to its residents
- Maintaining a strong industrial and commercial property tax base sustains municipal services

Economic Impact Considerations

- Non-Residential Development (cont'd)
 - Municipalities are generally more concerned with attracting industrial/office development, than with residential development, because the former brings local jobs, commercial services, no increased need for some municipal services, economic stimulus and more highly taxed assessment
 - Industrial and office development is often given added attention, in comparison with retail and service sector employment, which is generally “population-related.”
 - The latter is more captive to urban population centres than industry

Economic Impact Considerations

- Non-Residential Development (cont'd)
 - Industrial site selection analysis generally focuses on non-financial matters, such as transportation access to markets, proximity to labour and suppliers, quality of life/image/ amenity and the suitability of the available real estate
 - Financial matters relate more to land and construction cost, as well as property tax and utility rate costs, with DCs being a relatively small component
 - “Market optics” may play a role in a municipality’s ability to attract industrial/commercial development, discounted DCs can be part of sending out a favourable message, however at a price

Next Steps

- ❑ Receive input from Council on the matter
- ❑ Prepare formal DC Background Study and By-Law (compliant with Bill 73 DCA amendments), including suggested DC policies and implementation strategy
- ❑ Undertake Statutory Public Process
 - Background Study posted to the City's website 60 days prior to by-law passage and circulated to stakeholders two weeks prior to the Public Meeting
- ❑ Council adoption DC Background Study and DC By-Law passage

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2016-40

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 69 Ashgrove Avenue (Smith).

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. **69 ASHGROVE AVENUE; LOCATED ON THE SOUTH SIDE OF ASHGROVE AVENUE, APPROXIMATELY 112M WEST OF ITS INTERSECTION WITH DAUPHIN DRIVE; CHANGE FROM R2 TO R2.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 1-24 of Schedule "A" to By-law 2005-150, is changed from "R2" (Single Detached Residential) zone to "R2.S" (Single Detached 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(360) and heading as follows:

"2(360) 69 Ashgrove Avenue

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the south side of Ashgrove Avenue, approximately 112m west of its intersection with Dauphin Drive and having civic no. 69 Ashgrove Avenue and outlined and marked "Subject Property" on the map attached as Schedule 360 hereto is changed from "R2" (Single Detached Residential) zone to "R2.S" (Single Detached Residential Zone with a Special Exception) to permit, in addition to those uses permitted in an R2 zone, a duplex dwelling within the existing home, subject to the following conditions:

- (1) That one (1) required parking space be stacked;
- (2) That one (1) required parking space be permitted to locate within a required front yard; and,
- (3) That prior to the issuance of an occupancy permit, the driveway be widened by 3m, commencing from the roadway to a point adjacent to the edge of the front steps of the existing dwelling upon the subject property.

3. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

4. **CERTIFICATE OF CONFORMITY**

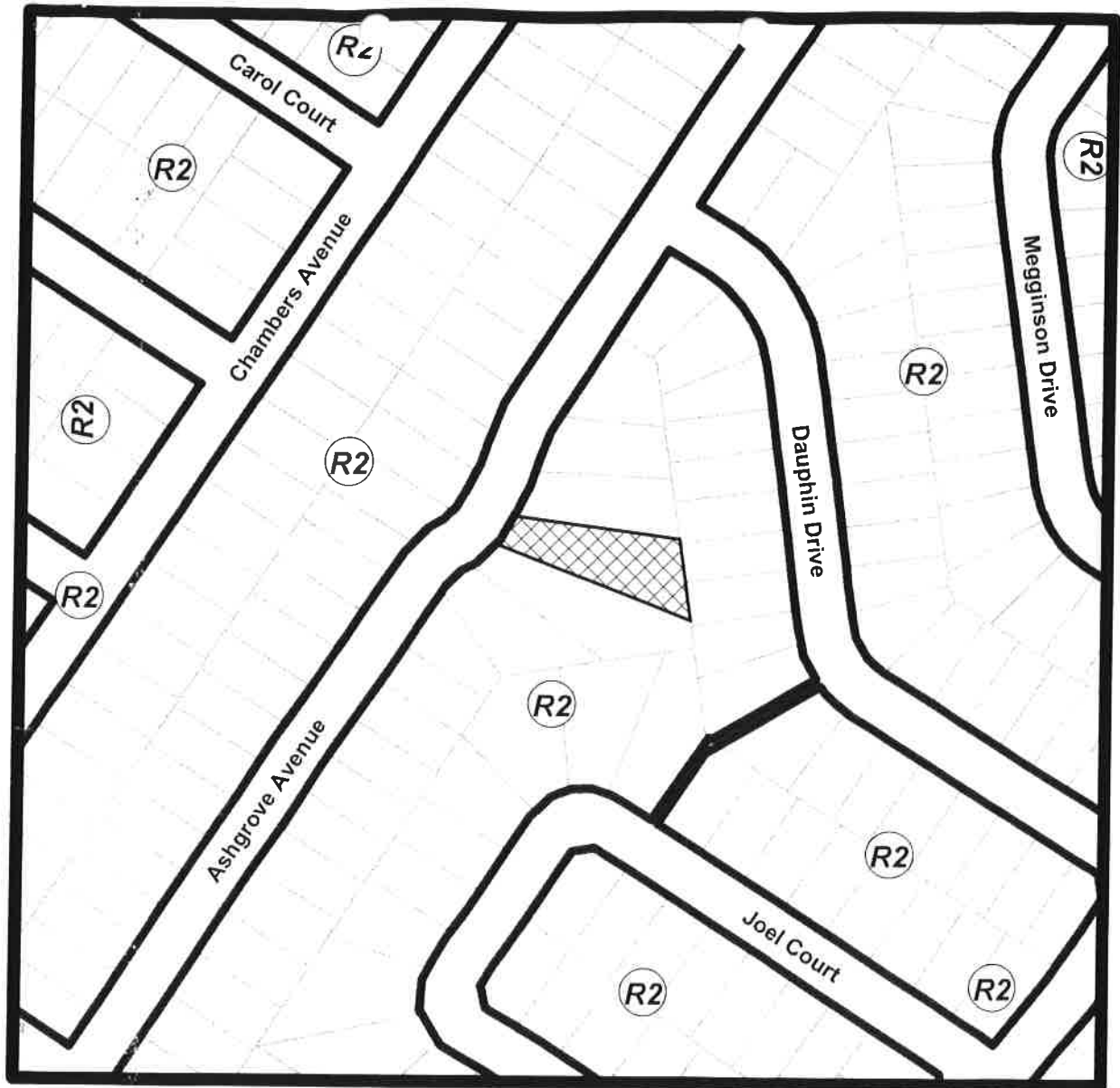
It is hereby certified that this by-law is in conformity with the Official Plan for the City of Sault Ste. Marie authorized and in force on the day of the passing of this by-law.

PASSED in Open Council this 25th day of April, 2016.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

SCHEDULE "A" TO BY-LAW 2016-40 AND
SCHEDULE 360 TO BY-LAW 2005-151



EXISTING ZONING MAP

69 ASHGROVE AVENUE

Planning Application: A-5-16-Z

Legend

 Subject Property = 69 Ashgrove Avenue

NCZBYLAWCLASS

 R2



METRIC SCALE
1 : 2000

ROLL NUMBER
010-043-017-00

MAP NUMBERS
24 & 1-24

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2016-41

ZONING: A by-law to amend Sault Ste. Marie Zoning By-law 2005-150 concerning lands located at 546 Cooper Street (Egidio).

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. **546 COOPER STREET; LOCATED ON THE EAST SIDE OF COOPER STREET APPROXIMATELY 161M NORTH OF ITS INTERSECTION WITH SECOND LINE WEST; CHANGE FROM R2 TO R3**

The zone designation on the lands having civic address 546 Cooper Street shown as "Subject Property" on the map attached to this by-law, which property is shown on Map 79 and 1-89 of Schedule "A" to By-law 2005-150 is changed from R2 (Single Detached Residential) zone to R3 (Low Density Residential) zone.

2. **SCHEDULE "A"**

Schedule "A" hereto forms a part of this by-law.

3. **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.

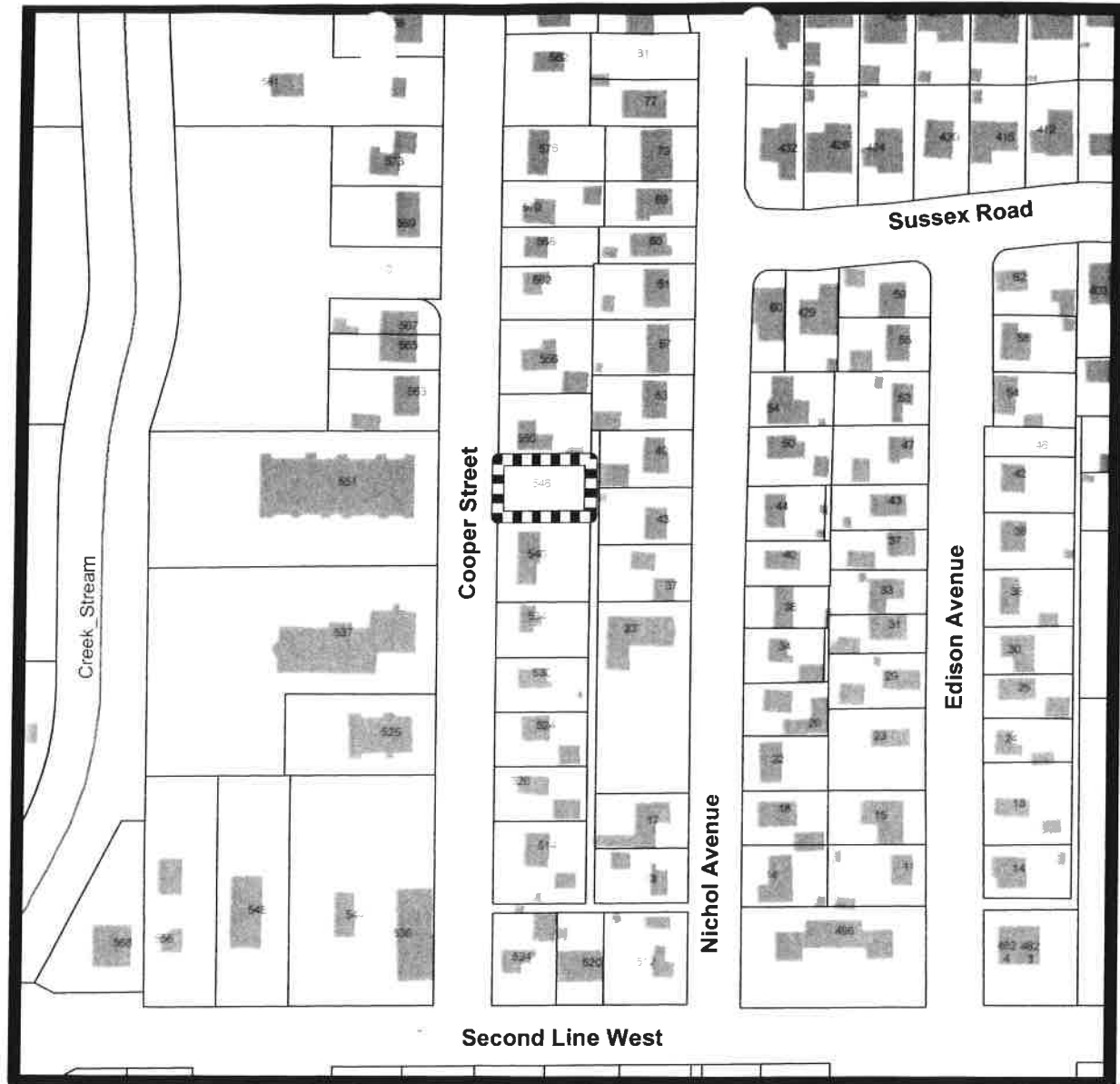
PASSED in Open Council this 25th day of April, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

da LEGAL\STAFF\LEGAL\ZONING\2016\2016-41(Z) 546 COOPER\BY-LAW .DOC

SCHEDULE "A" TO BY-LAW 2016-41

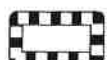


SUBJECT PROPERTY MAP

546 COOPER STREET

Planning Application: A-6-16-Z

Legend



Subject Property = 546 Cooper Street



METRIC SCALE
1 : 1800

ROLL NUMBER
060-013-052-00

MAP NUMBERS
79 & 1-89

MAIL LABEL ID
A-6-16-Z

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2016-42

AGREEMENT: (E2.2) A by-law to authorize the execution of a contract between the City and R. M. Belanger Limited for the reconstruction of Gore Street from Queen Street to Wellington Street (Contract 2016-1E).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract between the City and R. M. Belanger Limited for the reconstruction of Gore Street from Queen Street to Wellington Street (Contract 2016-1E), a copy of which is attached as Schedule "A" hereto.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 25th day of April, 2016.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

CORPORATION OF THE CITY OF SAULT STE. MARIE

**Contract No. 2016-1E
Reconstruction of Gore Street
(Queen Street to Wellington Street)**

FORM OF AGREEMENT

This Agreement made (in triplicate) this 25th day of April in the year 2016 by and between

R.M. Belanger Limited hereinafter called the "Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and complete all the works shown and described in the contract documents entitled:

**CONTRACT NO. 2016-1E
RECONSTRUCTION OF GORE STREET
(QUEEN STREET TO WELLINGTON STREET)**

which have been signed in triplicate by both parties and which were prepared under the supervision of AECOM Canada Ltd., acting as agent and Contract Administrator and herein entitled, the Contract Administrator.

2. The Contractor will do and fulfill everything indicated by the "contract documents" including this Agreement, the General Conditions, Supplementary General Conditions, the Specifications, the Special Provisions, PUC Services Inc. Special Provisions, Instructions to Tenderers, Form of Tender, Addenda, if any, and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.

4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the contract documents. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.
7. All communications in writing between the Corporation, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by telegram addressed as follows:

The Corporation:	The Corporation of the City of Sault Ste. Marie P. O. Box 580 Civic Centre, 99 Foster Drive Sault Ste. Marie, Ontario P6A 5N1
------------------	--

The Contractor:	R.M. Belanger Limited 100 Radisson Avenue Chelmsford, Ontario P0M 1L0
-----------------	--

The Contract Administrator:	AECOM Canada Ltd. 523 Wellington Street East Sault Ste. Marie, Ontario P6A 2M4
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IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered

in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Mayor – Christian Provenzano

(seal)

City Clerk – Malcolm White

THE CONTRACTOR

R.M. Belanger Limited

Company Name

(seal)

Signature

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2016-43

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Gore Street from Queen Street to Wellington Street to allow for the reconstruction of Gore Street.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF QUEEN STREET EAST**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Gore Street from Queen Street to Wellington Street to allow for the reconstruction of Gore Street from May 1, 2016 until October 31, 2016.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 25th day of April, 2016.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\1. 2016\2016-43 TEMPORARY STREET CLOSING GORE STREET.DOC

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2016-44

AGREEMENT: (E2.2) A by-law to authorize the execution of a contract between the City and Avery Construction Ltd. for the reconstruction of Second Avenue from Wallace Terrace to Connaught Avenue (Contract 2016-2E).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract between the City and Avery Construction Ltd. for the reconstruction of Second Avenue from Wallace Terrace to Connaught Avenue (Contract 2016-2E), a copy of which is attached as Schedule "A" hereto.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 25th day of April, 2016.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

CORPORATION OF THE CITY OF SAULT STE MARIE
Contract No 2016-2E – Second Avenue Reconstruction

FORM OF AGREEMENT

This Agreement, made (in triplicate) this day of in the year 2016, by and between

Avery Construction Ltd., hereinafter called the “**Contractor**”,

AND

The Municipal Corporation of the City of Sault Ste. Marie, hereinafter called the “**Corporation**”.

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all of the works shown and described in the Contract Documents entitled:

Corporation of the City of Sault Ste. Marie
Contract No 2016-2E
Second Avenue Reconstruction

which have been signed in triplicate by both parties and which were prepared by TULLOCH Engineering Inc., acting as Agent and Contract Administrator and herein entitled, “The Contract Administrator”.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, Information for Tenderers, Form of Tender, Addenda (if any), and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions set forth in the General Conditions, and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions, or as otherwise stipulated in Section FT.04 of the Form of Tender.
6. The Contractor shall indemnify and save harmless the Corporation and the Contract Administrator, their officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against them, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.

7. All communications in writing between the Corporation, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended, or if sent by post or by telegram addressed as follows:

The Corporation:

The Corporation of the City of Sault Ste. Marie
P.O. Box 580, Civic Centre, 99 Foster Drive
Sault Ste. Marie, Ontario, P6A 5N1

The Contractor:

Avery Construction Ltd.
940 Second Line West
Sault Ste. Marie, Ontario, P6C 2L3

The Contract Administrator:

Tulloch Engineering Inc.
71 Black Road, Unit 8
Sault Ste. Marie, Ontario, P6B 0A3

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE MARIE

(seal)

MAYOR – Christian Provenzano

CITY CLERK – Malcolm White

THE CONTRACTOR

(seal)

COMPANY NAME

SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2016-45

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Second Avenue from Wallace Terrace to Connaught Avenue to allow for the reconstruction of Second Avenue.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF QUEEN STREET EAST**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Second Avenue from Wallace Terrace to Connaught Avenue from May 1, 2016 until October 31, 2016 to allow for the reconstruction of Second Avenue.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 25th day of April, 2016.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\1. 2016\2016-45 TEMPORARY STREET CLOSING SECOND AVENUE.DOC

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2016-46

AGREEMENT: (I3) A by-law to authorize the execution of an agreement between the City and The Active Network, Ltd. to provide a service contract for Cloud based Recreation and Facilities Management Software.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated April 25, 2016 between the City and The Active Network, Ltd. to provide a service contract for Cloud based Recreation and Facilities Management Software, a copy of which is attached as Schedule "A" hereto.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 25th day of April, 2016.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

md \\citydata\\LegalDept\\Legal\\Staff\\BYLAWS\\1. 2016\\2016-46 Execution Agreement Active Network.doc

Service Agreement Contract #01840012

This Service Agreement ("Agreement") is made effective as of _____ (the "Effective Date") and entered into between The Active Network, Ltd. ("Active" or "we" or "us") and City of Sault Ste Marie ("you" or "your" or "Client"). The parties agree as follows:

1. Services. Active will provide services and support ("Services") related to Community Service Department events, camps, licenses, classes, contests, permits, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities, excluding event ticketing and any marina operations (together, "Events"), including without limitation access to its software as a solution product ("Software"). The features, services, options, and fees may be described more fully on web pages describing the Software and Services, and/or in an applicable schedule, quote, pricing form, order form, or similar document (each, a "Schedule"). From time to time, the parties may enter into new Schedules. Each Schedule will be generated by Active, reference this Agreement or the Contract Number above (if applicable), must be signed by Client, and will be governed by and incorporated into this Agreement. You agree to cooperate with us and to provide us with certain information relating to your organization as necessary for us to provide the Software and Services. Software provided under this Agreement is deemed delivered when access is made available to you.

2. License to Intellectual Property/Promotion. a) Active retains all right, title, and interest in and to its Software and Services and any underlying software subject to the limited license in this Agreement.

b) Active hereby grants to you a limited, non-exclusive, non-transferable, non-sublicensable license during the term of this Agreement (i) to use the Software and Services for the purposes of offering, promoting, managing, tracking, and collecting fees in connection with your Event(s) solely in accordance with the Schedule and this Agreement, and (ii) to display, reproduce, distribute, and transmit in digital form Active's name and logo solely for the purposes set forth in this Section 2. You hereby grant to Active a limited license to use information provided by you relating to your organization and Event, which may include content regarding the Event, your organization's name, trademarks, service marks, and logo, solely in connection with the promotion of your organization or Events and the Services that we provide. All rights not expressly granted herein are reserved.

c) You will make reasonable efforts to promote and encourage the use and availability of the Software in connection with the promotion of Events. You will include Active's name and logo in newsletters, printed registration forms or mailings provided by you to prospective participants (e.g., by inserting the following statement in any online or print media related to your Event: "Online Registration by Active.com"). During the term of this Agreement, Active will be the sole and exclusive provider of registration software and other services similar to the Software and Services provided to Client hereunder for all of Client's Events for which registration begins during the term of this Agreement. Client expressly understands and agrees that the exclusivity set forth in this Section is consideration in exchange for the pricing and other benefits being provided to Client hereunder. In the event that Client breaches its exclusivity obligations under this Section, Client agrees to pay the Liquidated Damage Amount (as defined below) related to the breach of exclusivity.

d) You agree to receive notifications regarding free product, promotional items, and giveaways at your Event(s) or facility(ies), but you may opt not to receive the items. Users who register for, sign up, or otherwise use the Services in connection with Events ("End Users") may opt-in to receive information, items, or promotions/deals from Active or other third parties, in which case, Active or such third party will be responsible for fulfillment and for providing customer service for any such offers.

e) Client shall: (i) not reverse engineer, disassemble, modify, incorporate into or with other software, or decompile any Software or prepare derivative works thereof; (ii) not copy, modify, transfer, display, or use any portion of the Software or Services except as expressly authorized in this Agreement or in the applicable documentation; (iii) not contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or intellectual property rights, title, or interest of Active in and to any Software or Services; (iv) not use the Software to transmit, publish, or distribute any material or information: (1) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (2) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the Software; (3) that is inaccurate or misleading; or (4) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) not attempt to gain access to any systems or networks that connect thereto except for the express purpose of using the Software for their intended use; (vi) not rent, lease, sublicense, resell, or provide access to the Software on a time-share or service bureau basis; (vii) not engage in any activity that interferes with or disrupts the Software or Services; (viii) not obliterate, alter, or remove any proprietary or intellectual property notices from the Software or Services; (ix) use the Software and Services exclusively for authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others; (x) not take any steps to avoid or defeat the purpose of security measures associated with the Software and Service, such as sharing of login and password information, or attempt to circumvent any use restrictions.

f) The Software may include encryption software or other encryption technologies that may be controlled for import, export, or purposes under the laws and regulations of the countries and/or territories in which the Software and Services are used ("Applicable Law"). Client may not export, re-export, or assist or facilitate in any manner the export or re-export of, any portion of the Software, as determined by Applicable Law under which Client operates: (i) to any country on Canada's Area Control List; (ii) to any country subject to UN Security Council embargo or action; (iii) contrary to Canada's Export Control List Item 5505; (iv) to countries subject to U.S. economic sanctions and embargoes; and (v) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items, including, to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the Bureau of Industry and Security's Denied Persons List. Client hereby represents and covenants that: (a) to the best of Client's knowledge, Client is eligible to access the Software under Applicable Law; (b) Client will import, export, or re-export the Software to, or use or access the Software in, any country or territory only in accordance with Applicable Law; and (c) Client will ensure that End Users use the Software in accordance with the foregoing restrictions.

3. Information Collection. Active collects certain information from End Users. You may login to our data management system to access End User information relevant to an Event. You are responsible for the security of your login information and for the use or misuse of such information. You will immediately disable a user's access who is using the Software or Services on your behalf or notify Active in writing if any such user is no longer authorized or is using such information without your consent. Active may rely, without independent verification, on such notice, and Client, inclusive of Client's parent, subsidiary and affiliated entities, as applicable, and each of their respective officers, directors, managers, shareholders, owners, agents, employees, contractors, and representatives covenant not to sue and agree to defend, indemnify, and hold harmless Active from any claims arising from Active providing, denying, suspending, or modifying access to or use of the Software and Services of any individual as directed by Client or by someone who Active reasonably, under the circumstances, believes is authorized to act on behalf of Client. In the event of any dispute between two or more parties as to account ownership, you agree that Active will be the sole arbiter of such dispute in its sole discretion and that Active's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties. You agree not to use the Software or Services to collect or elicit (a) any special categories of data (as defined in the European Union Data Protection Directive, as may be amended from time to time), including, but not limited to, data revealing racial or ethnic origin, political opinions, or religious or other beliefs, trade-union membership, as well as personal data concerning health or sexual life or criminal convictions other than as expressly directed by Active, and in such event, only in pre-defined fields within the Software that are intended for that purpose; or (b) credit card information other than in pre-defined fields within the Software that are intended for that purpose. Both parties agree to use the collected information in compliance with (i) all applicable laws, rules

and regulations, including, without limitation, those governing privacy (e.g., by including an appropriate CAN-SPAM opt out mechanism in email communications) and the use of credit card data (e.g., using credit card information only for purposes authorized by the cardholder); (ii) applicable credit card network rules and Payment Card Industry Data Security Standards; and (iii) Active's privacy policy, as published on its website or otherwise provided by Active from time to time.

4. **Fees.** a) Client will pay the fees as more fully described in the applicable Schedule. Unless otherwise set forth on the applicable Schedule, Active will charge registration fees to individuals who register for the Events online, and will process and collect such fees as a merchant of record according to the card networks. On a bi-weekly basis, unless otherwise set forth in the applicable Schedule, Active will pay you sums due you based on the total fees collected, net of Active's service fees as set forth in the applicable Schedule and any other deductions provided herein. The applicable currency will be set forth on the Schedule.

b) Active may suspend its performance hereunder, including remitting payments, or terminate this Agreement in the event it reasonably believes that your use of the Software or Services is not in compliance with applicable law or this Agreement, is fraudulent, or is otherwise suspect, or if there is a dispute as to the legal authority of a Customer-associated party to perform hereunder. If Active reasonably believes that a transaction may be fraudulent or otherwise contrary to law, Active may issue an invoice or offset an equivalent amount from your account or any payment Active owes to you and return the value to the End User (as set forth below) and if sufficient funds are not available, you must reimburse Active on demand. Active will notify you of the reason for such offset provided that it is lawful to do so.

c) Any minimum volume commitment will be set forth in the applicable Schedule. The minimum volume calculation will begin on the date of the first live operational use of the Software for the Event(s) ("Go-Live Date"). If the Schedule indicates that you are paying on a subscription basis, you will be invoiced for the first year of subscription fees upon the Go-Live Date, with subsequent annual subscription fees being invoiced upon each anniversary of Go-Live Date.

d) If (i) you fail to meet an agreed upon minimum volume commitment as set forth in a Schedule; (ii) there are any overdue amounts owed by you; or (iii) there are returned charges or items, including those resulting from any error or complaint related to an Event, Active has the right to charge fees owed to Active by you by issuing an invoice, or by offsetting the deficiency from any account balance you maintain with Active or any payment Active owes you.

e) All amounts owed by you that are not directly collected by Active from End Users are due from you within thirty (30) days from either (i) the end of the remittance cycle during which the fees accrued (if related to registrations) or (ii) the date of the applicable invoice. These fees are displayed on your account statement. Past due fees shall accrue interest at the lesser of the annual rate of ten percent (10%) per annum or the maximum amount permitted by applicable law. In the event of delay in paying a fee, you agree to reimburse Active for any fees incurred in its collection efforts. Active may suspend or deactivate your account, including suspending its performance and obligation to remit payments hereunder, if your account is more than thirty (30) days past due.

f) Active may modify the fees once per calendar year, provided that any increase will not exceed twelve and a half percent (12.5%) over the then-current fees.

g) You are solely responsible for, and will pay, any and all use, excise, sales or privilege taxes, duties, value added taxes, fees, assessments, or similar liabilities, chargeable by a governmental authority (collectively, "Taxes") as a result of any Software or Service provided under this Agreement. Taxes on Active's net income are excluded. h) All fees described in the applicable Schedule are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any end user.

i) In the event you are entering into this Agreement and using the Services for the benefit of a third-party Event or organization ("Third Party Beneficiary"), you agree that we may remit amounts directly to the Third Party Beneficiary identified by you. In addition, you agree to include provisions in your agreement with such Third Party Beneficiary that are at least as protective of Active as Sections 5 and 6 herein. Should you fail to include such provisions in your contract with the Third Party Beneficiary and the failure results in costs or damages to Active, you agree to defend, indemnify, and hold Active harmless from any such costs and damages, including, without limitation, reasonable attorneys' fees. In addition, you agree to be responsible and liable for each Third Party Beneficiary's compliance with the terms and conditions of this Agreement.

j) It is your responsibility to notify End Users of your refund policy. You must ensure that your refund policies are consistent with this Agreement. You agree that all fees for a given Event are earned by you only following either the conclusion or delivery of the applicable Event (as applicable) and all amounts ultimately due to you will be net of all service fees, reversals, refunds, disputed charges, chargebacks and other deductions, whether due to customer complaints, allegations of fraud, discrepancies related to the applicable Event or otherwise. No payments shall be made to you with respect to any Event that is cancelled. If payments have already been made by Active to you for a cancelled Event or if Active reasonably determines that it is prudent or otherwise necessary to pay a refund to or honor a chargeback request from an End User, Active may issue an invoice or offset an equivalent amount from your account or payment owed by Active to you and return the value to the End User, and if sufficient funds are not available, you must reimburse Active on demand. Active will notify you of the reason for such offset provided that it is lawful to do so.

5. **Disclaimer of Warranty/Limitation of Liability.** ACTIVE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS. SOFTWARE AND SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ACTIVE SHALL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, TORT, OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, COST OF REPLACEMENT SERVICES, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES. ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIMS DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE.

6. **Indemnification.** a) Active shall defend, settle, and pay damages (including reasonable attorneys' fees) ("Damages") relating to any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("Claims") against Client to the extent that such Claim is based upon Active's proprietary Software infringing a United States patent, registered copyright, or registered trademark provided that the Software is used in accordance with this Agreement.

b) You shall defend, settle, and pay Damages relating to Claims to the extent based on (i) injury or death to a person or damage to property resulting from the participation in an Event operated by you in connection with the Software and/or Services; (ii) your provision of materials, products, or services as part of your obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used by Active in accordance with this Agreement; (iii) your use of the Software and/or Services in violation of Section 2(e); (iv) any claims for refunds, reversals, or chargeback requests from End Users; and/or (v) brought by a Third Party Beneficiary or brought in connection with Active's payment to a Third Party Beneficiary of any fees due hereunder in accordance with this Agreement. For the purposes of Sections 5 and 6, reference to Active shall also include its suppliers and licensors.

7. **Term and Termination.** The term of this Agreement shall be for three (3) years from the Effective Date with automatic renewals for three (3) year terms thereafter, unless either party gives written notice to the other party to terminate this Agreement no less than twelve (12) months prior to the expiration of the then-current term. Either party may terminate this Agreement: (a) upon a material breach by the other party, if such breach is not cured within thirty (30) days following written notice to the breaching party; or (b) where the other party becomes unable to fulfill its payment obligations generally or is subject to a filed bankruptcy petition or formal insolvency proceeding that is not dismissed within thirty (30) days. Notwithstanding the termination or expiration of this Agreement under any circumstance other than in the event of Active's breach of the Agreement, the parties agree that Active will continue to be the exclusive provider of

registration software and other services similar to the Software and Services provided to Client hereunder for all of Client's Events for which registration begins during the term of this Agreement until the Event occurs or registration or similar services are no longer needed.

8. Assignment. a) Active may assign any of its rights or obligations under this Agreement. Client may not resell, assign, or transfer any of its rights or obligations hereunder except as expressly provided herein, and any attempt to resell, assign, or transfer such rights or obligations without Active's prior written approval will be null and void.

b) Except for Retained Assets (as defined below), Client shall cause each Schedule hereunder to be assigned to (i) the purchaser of all or substantially all of Client's assets or equity securities or (ii) to any successor by way of merger, consolidation, or other corporate reorganization of Client ((i) and (ii) together, a "Change of Control").

c) In addition, if Client seeks to sell, assign or otherwise transfer any Events which are the underlying subject matter of any Schedule (the "Subject Assets") regardless of whether such sale, assignment or transfer constitutes a Change of Control (any such transaction, a "Transfer"), Client shall cause the portion of the applicable Schedule relating to such Event(s) to be assigned to the purchaser or assignee of the Subject Assets (i.e. Client shall require the purchaser to assume Client's obligations under the applicable Schedule and this Agreement relating to such Event); provided however, in the event Client seeks to consummate a Transfer or enters into a Change of Control, but Client retains assets (i.e. Events) which are the underlying subject matter of a Schedule ("Retained Assets"), Client shall cause the applicable portion of the Schedule relating to the Subject Assets to be assigned to the purchaser or assignee of the Subject Assets, and Client shall retain its obligations under this Agreement and the Schedule(s) relating to the Retained Assets. Client shall be responsible for any and all costs incurred by it in connection with any such assignment. In the event that Client fails to cause an assignment as specified above, to the extent that there is a line item in the Schedule(s) entitled "Projected Contract Value," Client agrees to pay the amount of the Projected Contract Value related to such failed assignment as liquidated damages to Active, minus the amount of revenue already paid to Active net of all refunds, credit card chargebacks, and all other deducted amounts (the "Liquidated Damage Amount").

d) In the event that Client plans to enter into a Change of Control or otherwise consummate a Transfer, Client agrees to provide prior written notice to Active of the contemplated transaction. Within the thirty (30) day period following such transaction, Active shall have the right to immediately terminate each applicable Schedule if Active determines, in its reasonable good faith discretion that the purchaser or assignee of the Subject Assets is a competitor of Active or a party with whom Active does not want to do business. In the event of such termination by Active, Client will pay the Liquidated Damage Amount.

e) Client agrees (i) to require that the assignee (as outlined in this Section 8) agree, in writing, to be bound by the terms and conditions of the Agreement and each applicable Schedule; (ii) that Active may offset any Liquidated Damages Amount set forth in this Agreement from any account balance you maintain with Active or any payment Active owes you; (iii) all Liquidated Damage Amounts set forth in this Agreement will automatically reset during each renewal term; and (iv) because of the difficulty in making a precise determination of actual damages incurred by Active in the event that Client breaches its exclusivity obligations in Section 2(c), fails to cause an assignment pursuant to Section 8(c), or if Active terminates this Agreement pursuant to Section 8(d), the Liquidated Damage Amount will be assessed, not as a penalty, but as a reasonable approximation of costs incurred by Active and Active's loss of revenue; and (iv) that in any suit or other action or proceeding involving the assessment or recovery of liquidated damages, the reasonableness of the Liquidated Damage Amount shall be presumed and the liquidated damages assessed will be in addition to every other remedy now or hereinafter enforceable at law, in equity, by statute, or under the Agreement.

9. Miscellaneous. a) Any notices required to be given under this Agreement shall be in writing sent to the address set forth below for Client or, in the case of Active, to the address set forth above to the attention of the Legal Department. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or three (3) days after deposited in the mail sent certified or registered.

b) This Agreement shall be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein, without giving effect to any conflict of law provisions thereof. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to this Agreement. The parties irrevocably agree that any legal action or proceeding relating to this Agreement shall be instituted only in the Courts of the Province of British Columbia.

c) This Agreement contains the entire understanding of the parties regarding the subject matter hereof and can only be modified or amended by a subsequent written agreement executed by both parties. This Agreement supersedes and replaces all oral or written RFPs, proposals, prior agreements, and other prior or contemporaneous communications between the parties concerning the subject matter of this Agreement, including without limitation that Software as a Service Agreement between Client and Active dated May 17, 2012 ("Software as a Service Agreement"). The Software as a Service Agreement shall automatically terminate as of the Effective Date without any further action by the parties.

d) Sections 2, 3, 5, 6, and 9 of this Agreement and any fees owed by you shall survive any termination or expiration of this Agreement.

e) If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement shall be deemed amended accordingly.

f) No waiver of any provision of this Agreement or any attachment shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

g) Neither party will be deemed to be in default hereunder, or will be liable to the other, for delay or failure to perform any of its obligations under this Agreement to the extent that such delay or failure results from any event or circumstance beyond that party's reasonable control, including without limitation, delays or failures of any Internet service provider, third-party payment processor or other third party.

h) Client has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an Active employee or agent in connection with this Agreement.

i) The Software is provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Active Network, LLC or one of its affiliates or subsidiaries.

j) This Agreement may be executed in separate counterparts and delivered by facsimile or such other electronic means as are available to the parties. Such counterparts taken together shall constitute one and the same original document.

SIGNATURE PAGE

By signing this Agreement, each party represents and warrants that it has the necessary and full right, power, authority, and capability to enter into this Agreement and to perform its obligations hereunder.

The Active Network, Ltd. By: _____ Signature (Authorized Representative Only) Name: _____ Title: _____ Date: _____	Client By: _____ Signature (Authorized Representative Only) Name: _____ Title: _____ Date: _____	Email: _____ Phone: _____ Address: _____ _____ Event URL (site): _____
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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2016-47

AGREEMENT: (E2.2) A by-law to authorize the execution of a contract between the City and Jobst Construction Limited for improvements to the Fort Creek Aqueduct which includes a diversion aqueduct on John Street from Albert Street to Cathcart Street (Contract 2016-5E).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to a contract between the City and Jobst Construction Limited for improvements to the Fort Creek Aqueduct which includes a diversion aqueduct on John Street from Albert Street to Cathcart Street (Contract 2016-5E), a copy of which is attached as Schedule "A" hereto.

2. **SCHEDULE "A"**

Schedule "A" forms part of this by-law.

3. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 25th day of April, 2016.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

CORPORATION OF THE CITY OF SAULT STE. MARIE

CONTRACT 2016-5E

FORM OF AGREEMENT

This Agreement made (in triplicate) this ____ day of ____ in the year **2016** by and between Jobst Construction Limited hereinafter called the "Contractor"

AND

The Municipal Corporation of the City of Sault Ste. Marie, Ontario hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

FORT CREEK AQUEDUCT – JOHN STREET BYPASS

Phase II – Albert St to Cathcart St

CONTRACT 2016-5E

which have been signed in triplicate by both parties and which were prepared under the supervision of Jerry D. Dolcetti, RPP, Commissioner of Engineering & Planning, acting as and herein entitled, the Engineer.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions and the Drawings and Addenda #1,2,3 and 4
3. The Contractor will complete all the work to the entire satisfaction of the Engineer within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Engineer and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers.

7. All communications in writing between the Corporation, the Contractor and the Consultant shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile addressed as follows:

THE CORPORATION: The Corporation of the City of Sault Ste. Marie
P.O. Box 580
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5N1

THE CONTRACTOR: Jobst Construction Ltd.
1130 Airport Road
Sault Ste. Marie, On

THE CONSULTANT: STEM Engineering Group
875 Queen Street East, Suite 2
Sault Ste. Marie, Ontario
P6A 2B3

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered
in the presence of

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – CHRISTIAN PROVENZANO

(seal)

CITY CLERK – MALCOLM WHITE

THE CONTRACTOR

Jobst Construction Ltd.

COMPANY NAME

(seal)

SIGNATURE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2016-48

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of John Street from Albert Street to Cathcart Street to allow for the next phase in improvements to the Fort Creek Aqueduct.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 10 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto **ENACTS** as follows:

1. **TEMPORARY STREET CLOSING OF QUEEN STREET EAST**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of John Street from Albert Street to Cathcart Street from May 1, 2016 until October 31, 2016 to allow for the next phase in improvements to the Fort Creek Aqueduct.

2. **EFFECTIVE DATE**

This by-law takes effect on the day of its final passing.

PASSED in open Council this 25th day of April, 2016.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\1. 2016\2016-45 TEMPORARY STREET CLOSING SECOND AVENUE.DOC