



**The Corporation of the City of Sault Ste. Marie  
Regular Meeting of City Council  
Agenda**

Monday, July 18, 2016

4:30 p.m.

Russ Ramsay Board Room  
Civic Centre

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|                                                                                                | Pages          |
|------------------------------------------------------------------------------------------------|----------------|
| <b>1. ADOPTION OF MINUTES</b>                                                                  | <b>13 - 26</b> |
| Mover Councillor S. Butland<br>Seconder Councillor R. Romano                                   |                |
| Resolved that the Minutes of the Regular Council Meeting of 2016 06 27 be approved.            |                |
| <b>2. QUESTIONS AND INFORMATION ARISING OUT OF THE MINUTES AND NOT OTHERWISE ON THE AGENDA</b> |                |
| <b>3. DECLARATION OF PECUNIARY INTEREST</b>                                                    |                |
| <b>4. APPROVE AGENDA AS PRESENTED</b>                                                          |                |
| Mover Councillor P. Christian<br>Seconder Councillor J. Krmpotich                              |                |
| Resolved that the Agenda for 2016 07 18 City Council Meeting as presented be approved.         |                |
| <b>5. PROCLAMATIONS/DELEGATIONS</b>                                                            |                |
| <b>5.1 Pridefest</b>                                                                           |                |
| Susan Rajamaki                                                                                 |                |
| <b>5.2 Muscular Dystrophy</b>                                                                  |                |
| Ben MacDonald                                                                                  |                |

**5.3 Algoma Autism Foundation**

Jamie Boston

Mover Councillor S. Hollingsworth  
Seconder Councillor S. Myers

Whereas Autism Spectrum Disorder (ASD) is a lifelong developmental disability,

Whereas the Ministry of Children and Youth Services states that the prevalence rate of ASD in Canada has risen by 123% in the last decade, with 1 in 68 children currently being diagnosed with ASD,

Whereas Ministry of Children and Youth Services data showed that in 2010 the rates of autism diagnosis among school age children in Algoma was the highest in Ontario,

Therefore be it resolved that the City Council encourages the Algoma Autism Foundation and any other local agency/group associated with ASD to work with the Accessibility Advisory Committee to ensure that any barriers to City programs for those suffering from ASD are addressed, and

Further Be It Resolved that City Council thank the Provincial Government for their recent announcement of \$333 million in funding to improve autism services and encourage the Ministry of Children and Youth Services to ensure that the prevalence of ASD in the District of Algoma is considered when allocating specific services and funding for ASD in this area.

**5.4 Community Poverty Reduction Strategy**

Jennifer Miller, Algoma Public Health; Gary Vipond, United Way; Gayle Broad, Nordik Institute

**5.5 Chamber of Commerce Executive Swearing In**

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

Mover Councillor P. Christian  
Seconder Councillor J. Krmpotich

Resolved that all the items listed under date 2016 07 18 – Agenda item 6 – Consent Agenda be approved as recommended.

**6.1 Temporary Street Closure – ARCH Hospice Fundraiser**

27 - 29

A letter of request for a temporary street closing in conjunction with Reggie's West Fundraiser for ARCH is attached for the consideration of Council.

- Korah Road from Old Wallace Terrace to Douglas Street – August 20, 2016 – 12 noon to 11 p.m.

The relevant By-law 2016-109 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

**6.2                      Extension of Liquor Licenced Area – ARCH Hospice Fundraiser                      30 - 32**

A request for a letter of non-objection for extension of a liquor licenced area (City property and private property) is attached for the consideration of Council.

Mover Councillor P. Christian  
Seconder Councillor R. Romano

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 City property and private property for an outdoor event on the following date and time:

Reggie's West – ARCH Hospice Fundraiser

- August 20, 2016 – 306 Korah Road – 11 a.m. to 11 p.m.

**6.3                      RFP – Supply of Soft Drink Concession Supplies                      33 - 34**

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

Mover Councillor S. Butland  
Seconder Councillor J. Krmpotich

Resolved that the report of the Manager of Purchasing dated 2016 07 18 concerning RFP – Supply of Soft Drink Concession Supplies be received and that the proposal submitted by PepsiCo Beverages Canada for exclusivity in the supply of soft drink concession supplies and beverage vending at various Community Services facilities and locations be approved.

**6.4                      Tenders for Equipment                      35 - 39**

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

Mover Councillor S. Butland  
Seconder Councillor J. Krmpotich

Resolved that the report of the Manager of Purchasing dated 2016 07 18 concerning Tenders for Equipment be received and that the tenders for the supply and delivery of various pieces of equipment be awarded as follows

- - One (1) utility work machine – McDowell Brothers Industries Inc. – \$88,922.00
  - One (1) 4-wheel vacuum sweeper – FST Canada Inc. (Opt, C) – \$299,156.00
  - One (1) 58000 GVW tandem truck c/w underbody plow and dump box – TMS Truck Centre Ltd. (Opt. 1) – \$195,789.00

for a total amount of \$583,867.00, HST extra.

**6.5 RFP – Security Services – Transit Terminal 40 - 41**

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

Mover Councillor P. Christian  
Seconder Councillor R. Romano

Resolved that the report of the Manager of Purchasing dated 2016 07 18 concerning Security Services – Transit Terminal be received and that the proposal submitted by North East Regional Security Services Inc. to provide security services for the transit terminal, as required by the Transit and Parking Division of the Public Works and Transportation Department, be approved. The contract will commence August 1, 2016 and continue for a period of three (3) years allowing for two (2) further one (1) year extensions by mutual agreement.

**6.6 Tender for Roof Replacement – Civic Centre 42 - 44**

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

The relevant By-law 2016-112 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that the report of the Manager of Purchasing dated 2016 07 18 concerning Tender for Roof Replacement – Civic Centre be received and that the tender be awarded to 1372055 Ontario Limited o/a Pro North Roofing at their low tendered price, meeting specifications, of \$470,000.00 plus allowances of \$29,000.00 and HST; further that the City's consultant, Elliott Engineering Inc., be authorized to provide a letter of intent formally authorizing 1372055 Ontario Limited o/a Pro North Roofing to proceed with this project.

**6.7 Tender for Roof Replacement – CWC Storage Building G 45 - 47**

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

The relevant By-law 2016-113 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

Mover Councillor P. Christian  
Seconder Councillor J. Krmpotich

Resolved that the report of the Manager of Purchasing dated 2016 07 18 concerning Tender for Roof Replacement – Storage Building "G", City Works Centre be received and that the tender be awarded to Maverick & Son Exteriors and Consulting Services Inc. at their low tendered price, meeting

specifications, of \$369,104.00 plus allowances of \$29,000.00 and HST be approved; further that the City's consultant, Elliott Engineering Inc., be authorized to provide a letter of intent formally authorizing Maverick & Son Exteriors and Consulting Services Inc. to proceed with this project further that \$37,000 from the PWT Equipment Reserve be applied to this project.

**6.8 Tenders for Equipment – Leases 48 - 50**

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

Mover Councillor S. Butland  
Seconder Councillor J. Krmpotich

Resolved that the report of the Manager of Purchasing dated 2016 07 18 concerning tenders for equipment be received and that the tender for the lease of two (2) graders c/w snow wings and front blades, as required by the Public Works and Transportation Department, be awarded to Toromont CAT at their tendered price including Maintenance Agreement and Extended Warranty of \$6,830.55 plus HST per unit for each periodic payment.

**6.9 Registration of Tax Arrears Certificates and Sale 51 - 53**

A report of the City Tax Collector is attached for the consideration of Council.

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that the report of City Tax Collector dated 2016 07 18 concerning Registration of Tax Arrears Certificates and Sale be received and that the City Tax Collector be authorized to commence tax sale proceedings in accordance with the *Municipal Act, 2001*.

**6.10 Homemakers and Nursing Services (HNS) 54 - 56**

A report of the Acting Commissioner of Social Services is attached for the consideration of Council.

The relevant By-law 2016-107 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

**6.11 Enabling Accessibility in Communities – Grant Application 57 - 59**

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

Mover Councillor S. Butland  
Seconder Councillor J. Krmpotich

Resolved that the report of the Manager of Recreation and Culture dated 2016 07 18 concerning Enabling Accessibility in Communities Grant Application be received and that staff be authorized to apply to Employment and Social

Development Canada – Enabling Accessibility in Communities funding program for improving the accessibility of the Strathclair Sports Complex.

**6.12 Fort Creek Aqueduct Phase 2 – Engineering Fees 60 - 61**

A report of the Director of Engineering Services is attached for the consideration of Council.

Mover Councillor P. Christian  
Seconder Councillor J. Krmpotich

Resolved that the report of the Director of Engineering Services dated 2016 07 18 concerning engineering fees for the Fort Creek aqueduct project be received and that the fee limit be increased to \$566,545.

**6.13 Black Road Letter of Licence Agreement 62 - 63**

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

The relevant By-law 2016-111 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

**6.14 Energy Management Software Update 64 - 72**

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

Mover Councillor P. Christian  
Seconder Councillor J. Krmpotich

Resolved that the report of the Environmental Initiative Co-ordinator dated 2016 07 18 concerning Energy Management Software Update be received as information.

**6.15 Rodent Abatement Program 73 - 78**

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

Mover Councillor P. Christian  
Seconder Councillor R. Romano

Resolved that the report dated 2016 07 18 concerning the Rodent Abatement Program be received and that Council approve the following recommendations:

- discontinue the Rodent Abatement Program for private properties;
- co-ordinate the services of City staff, Sault Ste. Marie Innovation Centre, and Algoma Public Health to explore implementation of a program as proposed by Sault Ste. Marie Innovation Centre in assessing and tracking “hot spots” (similar to the nuisance bear program in 2004).

**6.16 Bellevue Park – Accessible Playground Equipment – Financial Donation 79 - 80**

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

The relevant By-law 2016-117 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

**6.17      Property Declared Surplus – 317 Bloor Street West      81 - 83**

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

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that the report of the City Solicitor dated 2016 07 18 concerning Property Declared Surplus – 317 Bloor Street West be received and that the Legal Department be authorized to bring forward the necessary by-laws to declare the City owned property described as PIN 31579-0025 (LT) LT 36 BLK 4 PL 402 Korah; Sault Ste. Marie, being civic 317 Bloor Street West as surplus to the City's needs and to authorize disposition of the said property.

**6.18      Licence to Occupy City Property Agreement for Reggie's      84 - 86**

A report of the Student at Law is attached for the consideration of Council.

The relevant By-laws 2016-115 and 2016-116 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

**6.19      Etienne Brulé School Community Partnership Project      87 - 88**

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

The relevant By-law 2016-118 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

**6.20      Relocation of Transit Operations – Engineering Agreement      89 - 90**

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

The relevant By-law 2016-119 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

**7.      REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES**

**7.1      ADMINISTRATION**

**7.2      COMMUNITY SERVICES DEPARTMENT**

**7.3      ENGINEERING**

**7.4      FIRE**

**7.5      LEGAL**

**7.6 PLANNING**

**7.6.1 A-10-16-Z – 235 Dacey Road**

91 - 102

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

Mover Councillor S. Butland  
Seconder Councillor J. Krmpotich

Resolved that the report dated 2016 07 18 concerning Application A-10-16-Z be received and that Council rezone the subject property from Single Detached Residential Zone ("R2") to Low Density Residential Zone ("R3") subject to the following special provisions:

1. That a semi-detached dwelling, duplex dwelling and single detached dwelling be permitted to be located upon the same lot.
2. That the interior side yard requirement along the south east lot line be reduced from 3m to 1.8m.
3. That the property be deemed subject to site plan control, pursuant to Section 41 of the Planning Act; and

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

**7.7 PUBLIC WORKS AND TRANSPORTATION**

**7.8 BOARDS AND COMMITTEES**

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

**8.1 East Street Parking Meters**

103 - 104

Mover Councillor L. Turco  
Seconder Councillor R. Niro

Whereas there have been many concerns from residents on East Street and the area of East Street and Bay Street in regard to the parking meters located on the west side of East Street between Queen Street East and Bay Street; and

Whereas this has been partially addressed by Public Works and Transportation removing one parking meter outside 676 Bay Street; and

Whereas there continue to be safety issues expressed by the residents with the existing parking meters, particularly the parking meter located outside Gary's Appliance Repair on East Street; and

Whereas the residents of 676 Bay Street have created a petition which was signed by many residents expressing that when a person is exiting from the side of the building onto East Street there are three parking meters, which are usually occupied. Because of this, it is impossible to see cars coming down

East Street which creates a dangerous situation; and

Whereas the residents are asking to have the meter in front of Gary's Appliance Repair removed and a no parking sign placed there;

Now Therefore Be It Resolved that City staff be requested to review and report back to City Council with a recommendation.

**8.2 Reciprocal Trade Policy** 105 - 112

Mover Councillor S. Butland  
Seconder Councillor L. Turco

Whereas Canadian municipalities are strong supporters of free and fair trade between the USA and Canada; and

Whereas the 'Buy American' policy has significantly restricted Canadian products from the American market, most notably in steel and softwood lumber; and

Whereas 'Buy American' provisions are an integral component of all national and state infrastructure projects,

Therefore be it resolved that the City of Sault Ste. Marie request the Association of Municipalities of Ontario (AMO) and the Federation of Canadian Municipalities (FCM) to endorse the principle of a 'reciprocal trade policy' between the two countries and that they circulate such resolution to their member municipalities for their consideration and approval.

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

**10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE**

**11. CONSIDERATION AND PASSING OF BY- LAWS**

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that all By-laws under item 11 of the Agenda under dated 2016 07 18 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 2016-107 (Social Services) Homemakers and Nursing Services Program** 113 - 114

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

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that By-law 2016-107 to accept the authority from the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) to act, manage and sign as the Welfare Administrator for purposes of delivering the Homemakers and Nursing Services Program within the City of Sault Ste. Marie to eligible residents of the community be passed in open Council this 18th day of July, 2016.

**11.1.2 By-law 2016-108 (Zoning) 992 Old Garden River Road 115 - 117**

A report from the City Planner is on the Agenda.

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that By-law 2016-108 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 992 Old Goulais Bay Road (Cormier) be passed in open Council this 18th day of July, 2016.

**11.1.3 By-law 2016-109 (Temporary Street Closing) Korah Road 118 - 118**

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that By-law 2016-109 being a by-law to permit the temporary closing of Korah Road, from Douglas Street to Wallace Terrace on August 20, 2016 to facilitate the Reggie's West Ride for ARCH event be passed in open Council this 18th day of July, 2016.

**11.1.4 By-law 2016-110 (Street Assumption) Various 119 - 120**

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that By-law 2016-110 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be passed in open Council this 18th day of July, 2016.

**11.1.5 By-law 2016-112 (Agreement) 1372055 Ontario Limited o/a Pro North Roofing 121 - 121**

A report from the Manager of Purchasing is on the Agenda.

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that By-law 2016-112 being a by-law to authorize the execution of an agreement between the City and 1372055 Ontario Limited O/A Pro North Roofing for the replacement of the roof at the Civic Centre be passed in open Council this 18th day of July, 2016.

**11.1.6 By-law 2016-113 (Agreement) Maverick and Son Exterior 122 - 122**

A report from the Manager of Purchasing is on the Agenda.

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that By-law 2016-113 being a by-law to authorize the execution of an agreement between the City and Maverick & Son Exterior & Consulting Services for the replacement of the roof on Storage Building "G" at the City Works Centre be passed in open Council this 18th day of July, 2016.

**11.1.7 By-law 2016-114 (Agreement) NOHFC Old Garden River Road IT Park 123 - 155**

A report from the Planning Director is on the Agenda.

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that By-law 2016-114 being a by-law to authorize the execution of an agreement between the City and Northern Ontario Heritage Fund Corporation for financial assistance with servicing costs for the Old Garden River Road IT Park project be passed in open Council this 18th day of July, 2016.

**11.1.8 By-law 2016-115 (Regulations) Exemption Reggie's West Ride for ARCH Noise By-law 156 - 156**

A report from the Student at Law is on the Agenda.

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that By-law 2016-115 being a by-law to amend Noise Control By-law 80-200, to exempt from the By-law the Reggie's West Ride for ARCH event from noon to 11:00 p.m. on August 20, 2016 be passed in open Council this 18th day of July, 2016.

**11.1.9 By-law 2016-116 (Agreement) 882215 Ontario Inc. (Reggie's) 157 - 164**

A report from the Student at Law is on the Agenda.

Mover Councillor S. Butland  
Seconder Councillor R. Romano

Resolved that By-law 2016-116 being a by-law to authorize the execution of an agreement between the City and 882215 Ontario Inc. (Reggie's West) for the use of a portion of Korah Road from Wallace Terrace to Douglas Street for Reggie's West Ride for ARCH Event and Programming be passed in open Council this 18th day of July, 2016.

**11.1.10 By-law 2016-117 (Agreement) Rotary Club re Bellevue Park 165 - 167**

A report from the Solicitor/Prosecutor is on the Agenda.

Mover Councillor S. Butland

Secondar Councillor R. Romano

Resolved that By-law 2016-117 being a by-law to authorize the execution of an agreement between the City and the Rotary Club of Sault Ste. Marie for the very generous donation of \$80,000.00 for the purchase and installation and maintenance of inclusive and accessible playground equipment at Bellevue Park be passed in open Council this 18th day of July, 2016.

**11.1.11 By-law 2016-118 (Agreement) Etienne Brulé Community Partnership Project 168 - 173**

A report from the Solicitor/Prosecutor is on the Agenda

Mover Councillor S. Butland  
Secondar Councillor R. Romano

Resolved that By-law 2016-118 being a by-law to authorize the execution of an agreement between the City and the Algoma District School Board for items identified as the City's responsibility vis-à-vis the Etienne Brulé School Community Partnership Project be passed in open Council this 18th day of July, 2016.

**11.1.12 By-law 2016-119 (Agreement) Tulloch Engineering 174 - 211**

A report from the Deputy Commissioner of Public Works and Transportation is on the Agenda.

Mover Councillor S. Butland  
Secondar Councillor R. Romano

Resolved that By-law 2016-119 being a by-law to authorize the execution of an agreement between the City and Tulloch Engineering Inc. for engineering services be passed in open Council this 18th day of July, 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**

**14. ADJOURNMENT**

Mover Councillor P. Christian  
Secondar Councillor R. Romano

Resolved that this Council now adjourn.



## **REGULAR MEETING OF CITY COUNCIL**

### **MINUTES**

Monday, June 27, 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 R. Niro, Councillor M. Bruni, Councillor F. Fata, Councillor J. Krmpotich, Councillor R. Romano

Officials: A. Horsman, M. White, J. Dolcetti, M. Figliola, L. Girardi, D. McConnell, S. Hamilton Beach, R. Tyczinski, D. Elliott, V. McLeod, J. Bruzas, M. Borowicz-Sibenik, D. Scott, R. Pihlaja

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#### **1. ADOPTION OF MINUTES**

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that the Minutes of the Regular Council Meeting of 2016 06 13 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 P. Christian – Sault College Economic Diversification Fund Request – Funding Options**

Member of the Sault College board of directors.

**3.2 Councillor M. Shoemaker – Sault College Economic Diversification Fund Request – Funding Options**

Member of the Sault College board of directors.

**3.3 Mayor C. Provenzano – A-9-16-T – 992 Old Goulais Bay Road**

Applicant is a client of law firm.

**4. APPROVE AGENDA AS PRESENTED**

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the Agenda for 2016 06 27 City Council Meeting and the Addendum as presented be approved.

Carried

**5. PROCLAMATIONS/DELEGATIONS**

**5.1 Mayor's Youth Advisory Council**

Shalom Omollo, Chair, was in attendance.

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that all the items listed under date 2016 06 27– Part One – Consent Agenda and the Addendum be approved as recommended, save and except 6.8 and 6.11.

Carried

**6.1 Correspondence**

**6.1.1 G. Marconi Society**

The request for a letter of non-objection for extension of a liquor licenced area (private property) was received by Council.

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

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

G. Marconi Society – 450 Albert Street West

- Sunday, July 10, 2016 – 12 p.m. to 1 a.m.

Carried

#### **6.1.2 Downtown Association**

A request for a letter of non-objection for a liquor licenced area at various locations on City property was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that City Council has no objection to the proposed extended licenced areas and special event patios as detailed in the written request for liquor licence extensions on City property for an outdoor event on the following date and time:

Downtown Street Party

- Thursday, July 14 – 5 p.m. to 11 p.m.

Carried

#### **6.2 Council Travel**

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that Mayor Provenzano be authorized to travel to Windsor, Ontario for three days in August to attend the annual Association of Municipalities of Ontario conference at an estimated cost to the City of \$1,500.

Carried

#### **6.3 Street Closure – G. Marconi Society Annual Italian Festival**

The letter of request for a temporary street closing in conjunction with G. Marconi Society Annual Italian Festival was received by Council.

The relevant By-law 2016-100 is listed under item 11 of the Minutes.

#### **6.4 Street Closure – Downtown Street Party**

The letter of request for a temporary street closing in conjunction with Downtown Street Party was received by Council.

- Queen Street East from Pim Street to Dennis Street – July 14, 2016 – 3 p.m. to 12 a.m.

The relevant By-law 2016-95 is listed under item 11 of the Minutes.

## **6.5 Street Closure – Rotaryfest 2016**

The letter of request for a temporary street closing in conjunction with Rotaryfest 2016 was received by Council.

- Bay Street from Elgin Street to Pim Street – July 16, 2016 – 9 a.m. to 12 p.m.
- Lower Pim Street from Bay Street to Queen Street East – July 16, 2016 – 9 a.m. to 1 p.m.
- Queen Street East from Pim Street to Gore Street – July 16, 2016 – 10 a.m. to 1 p.m.

The relevant By-law 2016-96 is listed under item 11 of the Minutes.

## **6.6 Street Closure – Car Free Sunday**

The letter of request for a temporary street closing in conjunction with Car Free Sunday was received by Council.

- Foster Drive and St. Mary's River Drive from Bay Street and Foster Drive to South of Bay Street and St. Mary's River Drive (including Spring and Elgin Streets South of Bay Street) – July 31, 2016 – 8 a.m. to 1:30 p.m.

The relevant By-law 2016-92 is listed under item 11 of the Minutes

## **6.7 Street Closure – Back-to-School Community Carnival**

The letter of request for a temporary street closing in conjunction with Back-to-School Community Carnival is attached for the consideration of Council.

- Queen Street East from Elgin Street to Bruce Street – August 20, 2016 – 9:30 a.m. to 3 p.m.

The relevant By-law 2016-94 is listed under item 11 of the Minutes.

## **6.9 Financial Statements – 2015**

A report of the Manager of Audits and Capital Planning is attached for the consideration of Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Manager of Audits and Capital Planning dated 2016 06 27 concerning 2015 Financial Statements be received and that the audited Consolidated Financial Statements for 2015 be approved.

Carried

#### **6.10 Property Tax Appeals**

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

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that the report of the City Tax Collector dated 2016 06 27 concerning Property Tax Appeals be received and that the tax records be amended pursuant to Section 357 of the *Municipal Act*.

Carried

#### **6.12 2016 – 2020 Corporate Strategic Plan**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Deputy City Clerk and Manager of Quality Improvement dated 2016 06 27 concerning 2016 – 2020 Corporate Strategic Plan be received and that the 2016 – 2020 Corporate Strategic Plan be approved.

Carried

#### **6.13 Name for Park Located in Windsor Farms Subdivision**

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

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that the report of the Manager of Recreation and Culture, on behalf of the Parks and Recreation Advisory Committee, dated 2016 06 27 concerning the name of the Windsor Farms Subdivision Park be received and that the new park be named "*Windsor Farms Park*".

Carried

#### **6.14 2017 Capital Road Reconstruction Plan**

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

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that the report of the Director of Engineering Services dated 2016 06 27 concerning the 2017 capital construction program be received, and that the following be approved:

- The attached 2017 capital works program;

- Engineering staff proceed with any remaining local improvement rolls and notices for 2017 works;
- The original resurfacing limits be approved for surface treatment on Case Road with \$110,000 from the 2016 Capital Budget;
- Engineering staff report back to Council after receipt and review of proposals for retaining professional engineering services for the projects that will not be completed in-house; and
- Engineering staff report back to Council when more information is known about connecting link funding.

Carried

#### **6.15 Downtown Development Initiative Evaluation and Next Steps**

The report of the Project Co-ordinator, Downtown Development Initiative was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Project Co-ordinator, Downtown Development Initiative dated 2016 06 27 concerning Downtown Development Initiative Evaluation and Next Steps be received and that Council:

- Authorize a downtown community outreach initiative as described in this report, and
- Approve the reallocation of the remaining \$5,400 from the Downtown Development Initiative in the 2009 Economic Diversification Fund to the project.

Carried

#### **6.16 Environmental Assessment – McNabb Street and St. George's Avenue**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Director of Engineering Services dated 2016 06 27 be received and that CIMA be retained to complete an Environmental Assessment for improvements to the McNabb Street and St. George's Avenue intersection.

Carried

#### **6.17 Local Application of Buy Canadian Policy**

The report of the City Solicitor was received by Council.

Moved by: Councillor J. Krmpotich  
Seconded by: Councillor S. Butland

Resolved that the report of the City Solicitor dated 2016 06 27 concerning Local Application of Buy Canadian Policy be received as information.

Carried

#### **6.18 Licence to Occupy City Property – Downtown Street Party**

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

The relevant By-laws 2016-98 and 2016-99 appear under item 11 of the Minutes.

#### **6.19 2016 Concrete Curb and Sidewalk Program**

The report of the Deputy Commissioner of Public Works and Transportation was received by Council.

Moved by: Councillor J. Krmpotich  
Seconded by: Councillor S. Butland

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2016 06 27 concerning the proposed 2016 curb and sidewalk program be received as information.

Carried

#### **6.20 New Sidewalk Snow Plowing Policy**

The report of the Deputy Commissioner of Public Works and Transportation was received by Council.

Moved by: Councillor R. Romano  
Seconded by: Councillor P. Christian

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2016 06 27 be received; further that Council approve the new Sidewalk Snow Plowing Policy; and further that the new Policy be applied to the existing sidewalk snow plowing program with the necessary revisions to the maintained network as per the application of the approved policy.

Carried

#### **6.21 Street Closure – Block Party/Canned Food Drive**

The letter of request for a temporary street closing in conjunction with a block party/canned food drive was received by Council.

- 455 Henry Street to 460 Henry Street and 467 Henry Street to 472 Henry Street – July 16, 2016 from 5 p.m. to 11 p.m.

The relevant By-law 2016-101 is listed under item 11 of the Minutes.

## **6.8 Sault College Economic Diversification Fund Request – Funding Options**

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

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

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

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that the report of the Commissioner of Finance and Treasurer concerning funding options for the Sault College Economic Diversification Fund request of \$1 million be received and that a financial contribution not be approved at this time.

Defeated

Moved by: Councillor S. Myers

Seconded by: Councillor S. Hollingsworth

Whereas the City of Sault Ste. Marie has established a City Economic Diversification Fund (EDF) to support job creation, support the increase of new tax assessment through new investments, and to support economic development projects: and

Whereas City Council annually establishes \$500,000 in funding support for the EDF; and

Whereas this fund is limited, thus City Council must be very selective in how the funds are disbursed to ensure that the maximum return on investment is achieved; and

Whereas Key Performance Targets have been established for evaluating the use of the EDF which include:

1. Net Job Creation
2. Increased Tax Assessment
3. Projects that are consistent with SSM economic development priorities as listed on the SSMEDEC website and

Whereas Sault College has made a request to City Council to invest \$1,000,000 in the development of its \$18.6 million Institute for Environmental Education and Entrepreneurship (iE3) facility; and

Whereas staff has advised City Council that a \$1 million contribution by the city to Sault College will significantly strain the city's finances; and

Whereas several millions of dollars have been secured from other levels of government; and  
Whereas this project does meet all of the above listed Key Performance Targets noting this project comes under the economic priority category Post Secondary,

Therefore be it resolved that City Council does provide \$400,000 in support of this project using the uncommitted balance of funds in the EDF (\$220,000) and (\$180,000) from the 2017 EDF allocation.

| <b>Recorded</b>             | <b>For</b> | <b>Against</b> |
|-----------------------------|------------|----------------|
| Mayor C. Provenzano         | X          |                |
| Councillor S. Butland       | X          |                |
| Councillor P. Christian     |            |                |
| Councillor S. Myers         | X          |                |
| Councillor S. Hollingsworth | X          |                |
| Councillor J. Hupponen      | X          |                |
| Councillor L. Turco         | X          |                |
| Councillor M. Shoemaker     |            |                |
| Councillor R. Niro          | X          |                |
| Councillor M. Bruni         |            | X              |
| Councillor F. Fata          |            | X              |
| Councillor R. Romano        | X          |                |
| Councillor J. Krmpotich     | X          |                |
| <b>Results</b>              | <b>9</b>   | <b>2</b>       |
| <b>Carried</b>              |            |                |

|                    |                                                                                                                                                                                                              |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| For                | Mayor C. Provenzano, Councillor S. Butland, Councillor S. Myers, Councillor S. Hollingsworth, Councillor J. Hupponen, Councillor L. Turco, Councillor R. Niro, Councillor R. Romano, Councillor J. Krmpotich |
| Against            | Councillor M. Bruni, Councillor F. Fata                                                                                                                                                                      |
| Pecuniary Interest | Councillor P. Christian, Councillor M. Shoemaker                                                                                                                                                             |
| <b>Carried</b>     |                                                                                                                                                                                                              |

**6.11 RFP – Feasibility Study – Integration of Transit Operations at PWT Site**

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Manager of Purchasing dated 2016 06 27 concerning RFP – Feasibility Study – Integration of Transit Operations at PWT site be received and that the proposal submitted by Tulloch Engineering be approved.

Carried

**7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES**

**7.1 ADMINISTRATION**

**7.2 COMMUNITY SERVICES DEPARTMENT**

**7.3 ENGINEERING**

**7.4 FIRE**

**7.5 LEGAL**

**7.6 PLANNING**

**7.6.1 A-9-16-T – 992 Old Goulais Bay Road**

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

The report of the Planner was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of Planner dated 2016 06 27 concerning Application A-9-16-T – 992 Old Goulais Bay Road be received and that the application to rezone the subject property from Rural Aggregate Extraction Zone (REX) to Rural Aggregate Extraction Zone with a Special Exception (REX.S) to permit the display of a prefabricated home for a period not to exceed three (3) years be approved 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**

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

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

**10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE**

**11. CONSIDERATION AND PASSING OF BY- LAWS**

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that all By-laws under item 11 of the Agenda and the Addendum under date 2016 06 27 be approved.

Carried

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

**11.1.1 By-law 2016-92 (Temporary Street Closing) St. Marys River Drive, Foster Drive, Spring Street Car Free Sunday event**

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that By-law 2016-92 being a by-law to permit the temporary closing of St. Marys River Drive, Foster Drive and a portion of Spring Street on July 31, 2016 from 8:00 a.m. to 1:30 p.m. to facilitate the Car Free Sunday event be passed in open Council on the 27th day of June, 2016.

Carried

**11.1.2 By-law 2016-94 (Temporary Street Closing) Queen Street East Back-to-School Community Carnival**

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that By-law 2016-94 being a by-law to permit the temporary closing of Queen Street East on August 20, 2016 from 9:30 a.m. to 3:00 p.m. to facilitate the Back-to-School Community Carnival be passed in open Council on the 27th day of June, 2016.

Carried

**11.1.3 By-law 2016-95 (Temporary Street Closing) Queen Street East Downtown Street Party event**

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that By-law 2016-95 being a by-law to permit the temporary closing of Queen Street East from Pim Street to Dennis Street on July 14, 2016 to facilitate the Downtown Street Party event be passed in open Council this 27th day of June, 2016.

Carried

**11.1.4 By-law 2016-96 (Temporary Street Closing) Rotaryfest 2016**

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that By-law 2016-96 being a by-law to permit the temporary closing of various streets to facilitate Rotaryfest 2016 from July 9th until July 17th, 2016 be passed in open Council on the 27th day of June, 2016.

Carried

**11.1.5 By-law 2016-97 (Licensing) Rotaryfest Peddlers**

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that By-law 2016-97 being a by-law to prohibit vendors from locating on or near the grounds of Rotaryfest 2016 be passed in open Council on the 27th day of June, 2016.

Carried

**11.1.6 By-law 2016-98 (Agreement) Downtown Street Party**

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that By-law 2016-98 being a by-law to authorize the execution of an agreement between the City and the Downtown Association, the Barrel House Wine and Whiskey Bar Inc., 1704735 Ontario Inc. (Grand Theatre), Stephen Alexander operating as Loplop Lounge & Gallery, 882215 Ontario Inc. (Reggie's), and 1704660 Ontario Limited (Solo Trattoria) for the use of a portion of Queen Street East from Pim Street to Dennis Street for the 2016 Downtown Street Party programming be passed in open Council this 27th day of June 2016.

Carried

**11.1.7 By-law 2016-99 (Regulation) Exemption from Noise By-law Downtown Street Party July 14 16**

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that By-law 2016-99 being a by-law to amend Noise Control By-law 80-200, to exempt from the By-law the Downtown Street Party from 5:00 p.m. to 11:59 p.m. on July 14, 2016 be passed in open Council this 27th day of June, 2016.

Carried

**11.1.8 By-law 2016-100 (Temporary Street Closing) Marconi Club Italian Festival**

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that By-law 2016-100 being a by-law to permit the temporary closing of Cathcart Street from Hudson Street to Carmen's Way to facilitate the G. Marconi Society Annual Italian Festival be passed in open Council on the 27th day of June, 2016.

Carried

**11.1.9 By-law 2016-101 (Temporary Street Closing) Henry Street Block Party Canned Food Drive**

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that By-law 2016-101 being a by-law to permit the temporary closing of Henry Street from 455 Henry Street to 460 Henry Street and from 467 Henry Street to 472 Henry Street on July 16, 2016 to facilitate the Block Party/Canned Food Drive be passed in open Council this 27th day of June, 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 R. Romano

Seconded by: Councillor S. Butland

Resolved that this Council proceed into closed session to discuss:

- an issue under the *Companies' Creditors Arrangement Act*
- disposition of land
- corporate organization

*(advice that is subject to solicitor/client privilege – section 239(2)(f) Municipal Act; proposed or pending disposition of land – section 239(2)(c) Municipal Act; personal matters about identifiable individuals – section 239(2)(b); labour relations or employee negotiations – section 239 (2)(d))*

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

Carried

**14. ADJOURNMENT**

Moved by: Councillor R. Romano

Seconded by: Councillor S. Butland

Resolved that this Council now adjourn.

Carried

---

Mayor

---

City Clerk

306 Korah Road  
Sault Ste. Marie, Ont  
P6C 4H1  
June 27, 2016

City of Sault Ste. Marie  
City Clerk Department  
99 Foster Drive  
Sault Ste. Marie, Ont  
P6A 5X6

Att'n Mr. M. White

Dear Sir

It is our intention to conduct a fundraising event in support of the ARCH Hospice. on the street and our parking lot immediately in front of our property on 306 Korah Road. It is our wish to run this event on Saturday , August 20<sup>th</sup>, 2016 from twelve noon to eleven p.m..

In view of this, we will require permission from the City to close the the street from old Wallace Terrace to Douglas Street.

In supportof this request we have attached a Temporary Street Closure Application Form and a diagram of the proposal.

Please be advised that in addition to the agencies listed on the application, that the City Fire and Building Departments and residents in the subject area have also been notified.

Your cooperation in facilitating our request would be appreciated.

Yours truly

A handwritten signature in black ink that reads "Reg Daigle". The signature is written in a cursive style with a large, stylized "D".

Reg Daigle  
Reggies West

## TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Reg Daigle TELEPHONE: 705-946-1511  
ADDRESS: 453 Queen St E., Sault Ste Marie POSTAL CODE: P6A 1Z7

The above person hereby makes application for the closing of

Koruh Rd  
(Name of street to be closed)

from Old Wallace Terrace to Douglas Street  
(reference points - street numbers, cross streets, etc.)

on the 20 day of August, 2016 from 12 Noon am/pm to 11<sup>00</sup> am/pm

for the purpose of Fund Raiser for Arch Hospice

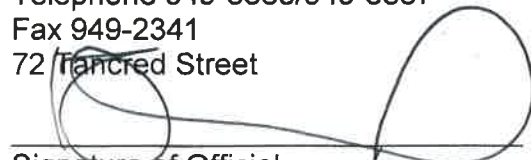
### APPROVALS SECTION:

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



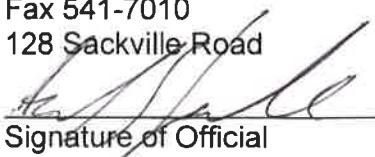
Signature of Official

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



Signature of Official

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



Signature of Official

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



Signature of Official

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



Signature of Official

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

Signature of Official

### CITY CLERK SECTION:

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

306 Kora Road

BACK  
LANEWAY

BRUNNEN

HOUSE

HOUSE

HOLIX

CRIS  
TIDE

ROSE  
N  
DESIGN

Appart  
ment

How

Genii

Auto  
Electric

CARS

四六四

NOPI NOPI

BEZWEIT

STUFF KRAFT

20

HOUSE

PATIO

# REGGIE'S

Apärt  
ment

DOCKING

Brick  
Layers

House

Apert  
ment

フヤクスミ

BACK LANEWAY

ΠΟΔΑΡΧΗ ΠΟΔΓΓΥΣ ΟΓΟ

Request: Capacity 600

Reggie's West  
306 Korah Road.  
Sault Ste. Marie, ON P6C 4H1

08 July 2016

City Clerk's Department  
Civic Centre, 4<sup>th</sup> Floor  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1

**RE: ARCH Hospice Fundraiser – letter of non-objection**

To Whom It May Concern:

Reggie's West is currently in the process seeking City approval to host a fundraiser for ARCH Hospice on Korah Road on August 20, 2016, from 11 a.m. to 11 p.m..

In accordance with the requirements of the Alcohol Gaming Commission of Ontario (AGCO), we at Reggie's West have applied for a temporary extension of our licence specifically for the event.

We are seeking a resolution from City Council stating its non-objection to the proposed extension. We require a letter confirming same to forward to the AGCO inspector.

Your assistance in this matter is greatly appreciated.

Yours truly,



Reggie Daigle  
Reggie's West

c. City Legal Department  
Civic Centre, 4<sup>th</sup> Floor  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1

2nd Annual  
Let's Ride 2016  
Rally Run & BBQ



306 Korah Road  
Sault Ste. Marie, ON  
P6C 4H1  
705-253-1411



ARCH Hospice provides quality, compassionate care through end-of-life to Algoma District families at no cost. The emotional, spiritual, and physical comfort of our residents and their loved ones is our highest priority. We offer a home-away-from-home during one of life's most important moments: the end-of-life journey. ARCH Hospice is only partially government funded, requiring more than \$750,000 annually in community support as well as the generosity of over 130 volunteers to provide our services to the community. Last year, for our First Annual "Let's Ride," \$5,300.00 was raised for ARCH Hospice.

To help, we are putting on our 2nd Annual "Let's Ride" Rally Run and BBQ on Saturday, the 20th of August, 2016 at Reggie's West, 306 Korah Road. Registration at 11 am, Rally at noon, BBQ to follow. We are asking our local businesses and residences to allow the City of Sault Ste. Marie to shut down Korah road from Wallace Terrace to Douglas Street from 11 am to 11 pm to allow us full access to our parking lot across the road.

The sole purpose of this benefit is to help with ARCH HOSPICE. Please sign below or if you have any questions you may contact, Christine Daigle at 705-253-1411. We Thank You in advance for your consideration and support. All preparation and work to organize this Annual event is through thankful volunteers.

Thank you for your consideration,

Christine Daigle



**This portion of the road  
to be closed.**  
(Just in front of Reggie's West  
to the parking lot)

NAME

PRINT

Pheoby Nadeau

Pheoby Nadeau

C

C. HorsEpool.

Mr. Bruce

Joanne Viau

Joanne Viau owner Jackie's Hairstyling

Ther Vandett.

Larry Moore

Detu Stachuk

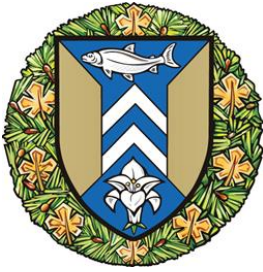
James Pigeau

Ryan Young

Tom Roz

Robert Nadeau

M. Hill Whalen



**The Corporation of the  
City of Sault Ste. Marie**

**COUNCIL REPORT**

July 18, 2016

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Tim Gowans, Manager of Purchasing

**DEPARTMENT:** Finance Department

**RE:** RFP – Supply of Soft Drink Concession Supplies

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**PURPOSE**

Attached hereto for your information and consideration is a report prepared on behalf of the Evaluation Committee concerning proposals received for exclusivity in the supply and delivery of Soft Drink Concession Supplies for resale at the concessions operated by the Community Service Department as well as through vending machines at various CSD locations. 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 June 3, 2016.

**ANALYSIS**

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

Coca Cola Refreshments, Sudbury, ON  
PepsiCo Beverages Canada, Ottawa, ON

The proposals received have been evaluated by a committee comprised of staff from the Essar Centre – Community Services 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 PepsiCo Beverages Canada of Ottawa, ON. PepsiCo Beverages Canada is the present supplier of Soft Drink Concession Supplies for resale at concessions operated by the Community Services Department.

### **FINANCIAL IMPLICATIONS**

Pepsi Co Beverages Canada has proposed the following guaranteed payments in exchange for exclusivity in the supply of Soft Drink Concession Supplies for the concessions and for the placement of soft drink beverage machines at various CSD locations:

|                                    |          |
|------------------------------------|----------|
| Signing Bonus (one time)           | \$ 5,000 |
| Annual Payments                    | \$21,000 |
| Annual Marketing Fund Contribution | \$ 3,000 |

The contract period will start August 1, 2016 continuing for three (3) years until July 31, 2019 allowing for extension for two (2) additional years by mutual agreement. The listed guaranteed payments apply for all five (5) years. In addition, firm pricing schedules for soft drink products and supplies have been provided for all five (5) years.

### **STRATEGIC PLAN / POLICY IMPACT**

This is an operational matter not articulated in the Corporate Strategic Plan.

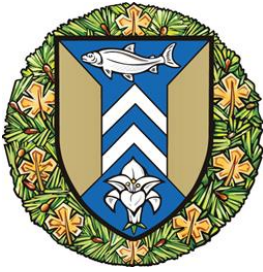
### **RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2016 07 18 be received and the recommendation that the proposal submitted by PepsiCo Beverages Canada for exclusivity in the supply of Soft Drink Concession Supplies and Beverage Vending at various Community Services facilities and locations, be approved.

Respectfully submitted,



Tim Gowans  
Manager of Purchasing  
705.759.5298  
[t.gowans@cityssm.on.ca](mailto:t.gowans@cityssm.on.ca)



**The Corporation of the  
City of Sault Ste. Marie**

**COUNCIL REPORT**

July 18, 2016

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Tim Gowans, Manager of Purchasing

**DEPARTMENT:** Finance Department

**RE:** Tenders for Equipment

---

**PURPOSE**

Attached hereto for your information and consideration are the summaries of the tenders received for the supply and delivery of various pieces of equipment required by the Public Works & Transportation Department. Staff is seeking Council approval of the tender recommendation.

**BACKGROUND**

The tender was publicly advertised and tender documents forwarded to all firms on our bidders lists. A public opening of the tenders was held June 16, 2016 with City Clerk Malcolm White in attendance.

**ANALYSIS**

The tenders received have been thoroughly evaluated and reviewed by the Manager of Equipment & Building Maintenance – PWT and the low tendered prices, meeting specifications, have been indicated on their respective summaries.

**FINANCIAL IMPLICATIONS**

On May 16, 2016 Council approved the PWT New Equipment Needs Report for 2016 with an allocation of \$705,000.00 for the purchase of the equipment contained in this report; with funding allocated from the PWT Equipment Reserve.

The total purchase price for this equipment replacement is \$594,143.06 including the non-refundable portion of the HST.

**STRATEGIC PLAN / POLICY IMPACT**

This is an operational matter not articulated in the Corporate Strategic Plan.

**RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2016 07 18 be received and the recommendation that the tenders for the supply and delivery of various pieces of equipment be awarded as follows:

|                                                              |                                   |              |
|--------------------------------------------------------------|-----------------------------------|--------------|
| One (1) Utility Work Machine                                 | McDowell Brothers Industries Inc. | \$ 88,922.00 |
| One (1) 4-Wheel Vacuum Sweeper                               | FST Canada Inc. (Opt. C)          | \$299,156.00 |
| One (1) 58000 GVW Tandem Truck c/w Underbody Plow & Dump Box | TMS Truck Centre Ltd. (Opt. 1)    | \$195,789.00 |

for a total amount of \$583,867.00, HST extra, be approved.

Respectfully submitted,



Tim Gowans  
Manager of Purchasing  
705.759.5298  
[t.gowans@cityssm.on.ca](mailto:t.gowans@cityssm.on.ca)

FINANCE DEPARTMENT  
PURCHASING DIVISION  
Budget Amount: \$105,000.00

Received: June 16, 2016  
File: 2016PWT-19-T

SUMMARY OF TENDERS  
ONE (1) UTILITY WORK MACHINE

| <u>Firm</u>                                      | <u>Make &amp; Model</u> | <u>Delivery</u> | <u>Warranty</u> | <u>Total Tendered Price</u><br><u>(H.S.T. extra)</u> | <u>Remarks</u>       |
|--------------------------------------------------|-------------------------|-----------------|-----------------|------------------------------------------------------|----------------------|
| McDowell Brothers Industries Inc.<br>Sudbury, ON | 2016 Bobcat<br>5600     | 20 w/days       | 1 year          | \$88,922.00                                          | Meets specifications |

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

Although only one tender was received, it is deemed to be fair and equitable.

The total cost to the City will be \$90,487.03 including the non-refundable portion of the H.S.T.

It is my recommendation that the tendered price, submitted by McDowell Brothers Industries Inc., be accepted.

Tim Gowans  
Manager of Purchasing

FINANCE DEPARTMENT  
PURCHASING DIVISION  
Budget Amount: \$375,000.00

Received: June 16, 2016  
File: 2016PWT-20-T

SUMMARY OF TENDERS  
ONE (1) 4-WHEEL VACUUM STREET SWEEPER

| <u>Firm</u>                                             | <u>Opt</u> | <u>Make &amp; Model</u>                         | <u>Delivery</u> | <u>Warranty</u>                                                | <u>Total Tendered Price<br/>(after Trade-In Allowance,<br/>H.S.T. extra)</u> | <u>Remarks</u>                                                                                                                                                                                                                        |
|---------------------------------------------------------|------------|-------------------------------------------------|-----------------|----------------------------------------------------------------|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CUBEX Ltd.<br>Brantford, ON                             |            | 2017 RAVO<br>i5 Series                          | 150-180 w/days  | 2 years/2000 hrs                                               | \$246,988.35                                                                 | Does not meet Specifications<br>Chassis is not cab-over design as specified<br>not equipped with dual engines as specified<br>not equipped with dual controls as specified<br>not designed to sweep on left side of road as specified |
| FST Canada Inc. (Joe Johnson Equipment)<br>Innisfil, ON | A          | 2016 Autocar Xpert<br>2016 Elgin Whirlwind MV   | 250-275 w/days  | 12 months/161000 kms/3000 hrs<br>12 months                     | \$304,850.00                                                                 | Meets specifications with minor variances                                                                                                                                                                                             |
|                                                         | B          | 2016 Freightliner M2<br>2016 Elgin Whirlwind MV | 60-90 w/days    | 24 months/unlimited<br>12 months                               | \$284,994.00                                                                 | Does not meet specifications<br>Chassis is not cab-over design as specified                                                                                                                                                           |
|                                                         | C          | 2017 Kenworth K270<br>2017 Elgin Whirlwind MV   | 250-275 w/days  | 12 months/unlimited<br>24 months/unlimited engine<br>12 months | \$299,156.00                                                                 | Meets specifications with minor variances                                                                                                                                                                                             |
|                                                         | D          | 2017 Peterbilt 220<br>2017 Elgin Whirlwind MV   | 250-275 w/days  | 12 months/unlimited<br>12 months                               | \$306,962.00                                                                 | Meets specifications with minor variances                                                                                                                                                                                             |

Note: The low tendered price after trade-in allowance applied, meeting specifications, is boxed above.

The total cost to the City will be \$304,421.15 including the non-refundable portion of the H.S.T.

It is my recommendation that the tendered price, submitted by FST Canada Inc (Joe Johnson Equipment) for Option C, be accepted.

Tim Gowans  
Manager of Purchasing

FINANCE DEPARTMENT  
PURCHASING DIVISION  
Budget Amount: \$225,000.00

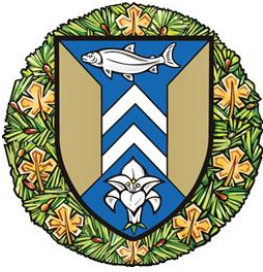
Received: June 16, 2016  
File: 2016PWT-21-T

**SUMMARY OF TENDERS**  
**ONE (1) 58000 GVW TANDEM TRUCK c/w UNDERBODY PLOW & 14' FOUR SEASONS TYPE DUMP BOX**

| <u>Firm</u>                                   | <u>Opt.</u> | <u>Make &amp; Model</u>                          | <u>Delivery</u> | <u>Warranty</u>                                                         | <u>Total Tendered Price</u><br><u>(after Trade-in Allowance,</u><br><u>H.S.T. extra)</u> | <u>Remarks</u>                                                                                                                                                           |
|-----------------------------------------------|-------------|--------------------------------------------------|-----------------|-------------------------------------------------------------------------|------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mid-Ontario Truck Centre<br>Maple, ON         |             | 2017 Mack GU533<br>Gin-Cor Equipment Pkg         | 180 w/days      | 1 yr/161,000 km Basic<br>7 yr/240,000 km Ext. Eng.<br>1 yr. Equip. Pkg. | \$225,713.25                                                                             | Meets Specifications with minor variances<br>License & Registration Extra                                                                                                |
| TMS Truck Centre Ltd.<br>Sault Ste. Marie, ON | 1           | 2017 Freightliner 108SD<br>Gin-Cor Equipment Pkg | 110-115 w/days  | 2 yr/unlimited Basic<br>7 yr/400,000 km Ext. Eng.<br>1 yr. Equip. Pkg.  | \$195,789.00                                                                             | Meets Specifications<br>Registration Extra                                                                                                                               |
|                                               | 2           | 2017 Freightliner 108SD<br>Tenco Equipment Pkg   | 110-115 w/days  | 2 yr/unlimited Basic<br>7 yr/400,000 km Ext. Eng.<br>1 yr. Equip. Pkg.  | \$194,545.00                                                                             | Does not meet Specifications<br>Floor of Dump Box not as specified<br>Underbody Plow not as specified<br>Registration Extra                                              |
| TRU-NOR Truck Centres<br>Sault Ste. Marie, ON |             | 2017 International 7500<br>Gin-Cor Equipment Pkg | 80-90 w/days    | 1 yr/unlimited Basic<br>7 yr/240,000 km Ext. Eng.<br>1 yr. Equip. Pkg.  | \$205,900.00                                                                             | Does not meet Specifications<br>not equipped with Battery Disconnect Switch<br>not equipped with Dual Fuel Tanks<br>not equipped with Mirrors specified<br>License Extra |

Note: The low tendered price after trade-in allowance applied, meeting specifications, is boxed above.  
The total cost to the City will be \$199,234.89 including the non-refundable portion of the H.S.T.  
It is my recommendation that the tendered price, submitted by TMS Truck Centre for Option 1, be accepted.

Tim Gowans  
Manager of Purchasing



**The Corporation of the  
City of Sault Ste. Marie**

**COUNCIL REPORT**

July 18, 2016

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Tim Gowans, Manager of Purchasing

**DEPARTMENT:** Finance Department

**RE:** RFP - Security Services - Transit Terminal

---

**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 Security Services for the Transit Terminal for the three (3) year period commencing August 1, 2016 as required by the Transit & Parking Division of the Public Works & Transportation Department. 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 June 10, 2016.

**ANALYSIS**

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

G4S Secure Solutions (Canada) Ltd., Sault Ste. Marie, ON  
Neptune Security Services, Mississauga, ON  
Norpro Security & Investigations, Sault Ste. Marie, ON  
North East Regional Security Services Inc., Sault Ste. Marie, ON  
Strictly Confidential Inc., Sault Ste. Marie, ON

The proposals received have been evaluated by a committee comprised of staff from the Transit & Parking Division – Public Works & Transportation 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 North East Regional Security Services Inc. of Sault Ste. Marie, ON. North East Regional Security presently provides security services at the Transit Terminal.

### **FINANCIAL IMPLICATIONS**

Based on estimated hours that Security Services will be required, the cost for these services will be approximately \$112,000.00 plus HST for the first year. Sufficient funds have been budgeted within the Transit & Parking Division's Contracted Services accounts. Firm pricing schedules have been provided for the three years of the contract, plus extension for two additional years by mutual consent.

### **STRATEGIC PLAN / POLICY IMPACT**

This is an operational matter not articulated in the Corporate Strategic Plan.

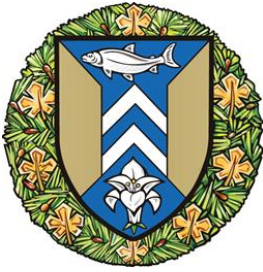
### **RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2016 07 18 be received and the recommendation that the proposal submitted by North East Regional Security Services Inc. to provide Security Services for the Transit Terminal, as required by the Transit & Parking Division of the Public Works & Transportation Department, be approved. The contract will commence August 1, 2016 and continue for a period of three (3) years allowing for two (2) further one (1) year extensions by mutual agreement.

Respectfully submitted,



Tim Gowans  
Manager of Purchasing  
705.759.5298  
[t.gowans@cityssm.on.ca](mailto:t.gowans@cityssm.on.ca)



**The Corporation of the  
City of Sault Ste. Marie**

**COUNCIL REPORT**

July 18, 2016

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Tim Gowans, Manager of Purchasing

**DEPARTMENT:** Finance Department

**RE:** Tender for Roof Replacement – Civic Centre

---

**PURPOSE**

Attached hereto for your information and consideration is a summary of the tenders received for Roof Replacement at the Civic Centre as required by the Engineering & Planning Department. Staff is seeking Council approval of the tender recommendation.

**BACKGROUND**

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held July 4, 2016 with Councillor Paul Christian representing City Council.

**ANALYSIS**

The tenders received have been thoroughly evaluated and reviewed with the City's Consultant for the project, Elliott Engineering Inc. (Pat Giunti), the Supervisor of Building Services, and the Manager of Audits & Capital Planning. Mr. Giunti's report concerning the tenders received is attached for your reference.

**FINANCIAL IMPLICATIONS**

During the 2016 Budget deliberations, City Council approved \$1,500,000.00 for the repair/replacement of 5 roofs with funding allocated from the Asset Management Reserve.

The low tendered price for this project of \$507,782.40 including allowances and non-recoverable HST can be accommodated within this budgeted amount.

**STRATEGIC PLAN / POLICY IMPACT**

Maintenance of Existing Infrastructure & Asset Management is included in the Infrastructure focus area of the Corporate Strategic Plan.

**RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2016 07 18 be received and the recommendation that the tender for Roof Replacement at the Civic Centre be awarded to 1372055 Ontario Limited o/a Pro North Roofing at their low tendered price, meeting specifications, of \$470,000.00 plus allowances of \$29,000.00 and HST, be approved; and further that the City's Consultant, Elliott Engineering Inc., be authorized to provide a Letter of Intent formally authorizing 1372055 Ontario Limited o/a Pro North Roofing to proceed with this project. By-Law 2016-112 authorizing signature of a formal Contract for the project appears elsewhere on this Council Agenda.

Respectfully submitted,



Tim Gowans  
Manager of Purchasing  
705.759.5298  
[t.gowans@cityssm.on.ca](mailto:t.gowans@cityssm.on.ca)

5 July 2016

The Corporation of the City of Sault Ste. Marie  
99 Foster Drive, Civic Centre, Level 2  
Sault Ste. Marie, ON P6A 5X6

Attention: Tim Gowans  
Manager of Purchasing

RE: Tender Recommendation for the Re-Roofing of the Civic Centre

Dear Sir:

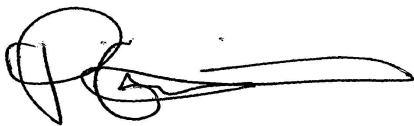
Tenders for the above-noted project were received at the Clerk's Office of the Sault Ste. Marie Civic Centre on or before 12:00:00 pm July 4<sup>h</sup> 2016. These submissions were opened in a public meeting at 3:00 pm the same day. Five tenders were received for the project. The original tenders were retained at the city, and a copy was provided for files and detailed review.

|                                                |                                       |
|------------------------------------------------|---------------------------------------|
| 1372055 Ontario Limited O/A Pro North Roofing  | \$470,000.00 plus Allowances plus HST |
| Sempler Gooder Northern Limited                | \$506,600.00 plus Allowances plus HST |
| Maverick & Son Exteriors & Consulting Services | \$484,900.00 plus Allowances plus HST |
| Flynn Canada limited                           | \$493,000.00 plus Allowances plus HST |
| J.G. Fitzgerald & Sons LTD.                    | \$518,400.00 plus Allowances plus HST |

As your consultants, we have reviewed the tender submissions and have concluded that the low tender received is complete, without errors and meets the requirements of the tender call. The low bidder has stated that they will be substantially complete the work as per the requirements of the Tender Documents.. Their base tender amount is \$470,000.00 plus allowances of \$29,000.00 plus HST, for a total amount of \$563,870.00 We therefore recommend that the contract for the work be awarded to 1372055 Ontario Limited O/A Pro North Roofing of Sault Ste. Marie, Ontario.

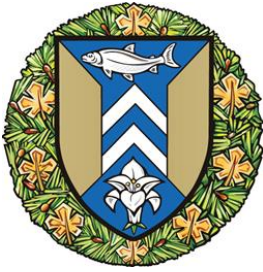
Should you have any questions, comments or require any additional information please do not hesitate to contact the writer.

Yours very truly,



---

Pat Giunti, Project Manager



**The Corporation of the  
City of Sault Ste. Marie**

**COUNCIL REPORT**

July 18, 2016

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Tim Gowans, Manager of Purchasing

**DEPARTMENT:** Finance Department

**RE:** Tender for Roof Replacement – CWC Storage Building G

---

**PURPOSE**

Attached hereto for your information and consideration is a summary of the tenders received for Roof Replacement for Storage Building “G” at the City Works Centre as required by the Public Works & Transportation Department. Staff is seeking Council approval of the tender recommendation.

**BACKGROUND**

The tender was publicly advertised and tender documents forwarded to all firms on our bidders list. A public opening of the tenders was held July 4, 2016 with Councillor Paul Christian representing City Council.

**ANALYSIS**

The tenders received have been thoroughly evaluated and reviewed with the City’s Consultant for the project, Elliott Engineering Inc. (Pat Giunti), the Supervisor of Building Services, and the Manager of Audits & Capital Planning. Mr. Giunti’s report concerning the tenders received is attached for your reference.

**FINANCIAL IMPLICATIONS**

During the 2016 Budget deliberations, City Council approved \$1,500,000.00 for the repair/replacement of 5 roofs with funding allocated from the Asset Management Reserve. In 2015, \$15,000.00 was approved in Capital from Current to be applied to this project. In addition, Staff is requesting that City Council approve an allocation of \$37,000.00 from the PWT Equipment Reserve to be applied to this project.

The low tendered price for this project of \$405,110.63 including allowances and non-recoverable HST can be accommodated within these budgeted amounts.

### **STRATEGIC PLAN / POLICY IMPACT**

Maintenance of Existing Infrastructure & Asset Management is included in the Infrastructure focus area of the Corporate Strategic Plan.

### **RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2016 07 18 be received and the recommendation that the tender for Roof Replacement for Storage Building “G” at the City Works Centre be awarded to Maverick & Son Exteriors and Consulting Services Inc. at their low tendered price, meeting specifications, of \$369,104.00 plus allowances of \$29,000.00 and HST, be approved; and further that the City’s Consultant, Elliott Engineering Inc., be authorized to provide a Letter of Intent formally authorizing Maverick & Son Exteriors and Consulting Services Inc. to proceed with this project. By-Law 2016-113 authorizing signature of a formal Contract for this project appears elsewhere on this Council Agenda.

It is further recommended that City Council approve the allocation of \$37,000.00 from the PWT Equipment Reserve to be applied to this roof replacement.

Respectfully submitted,



Tim Gowans  
Manager of Purchasing  
705.759.5298  
[t.gowans@cityssm.on.ca](mailto:t.gowans@cityssm.on.ca)

5 July 2016

The Corporation of the City of Sault Ste. Marie  
99 Foster Drive, Civic Centre, Level 2  
Sault Ste. Marie, ON P6A 5X6

Attention: Tim Gowans  
Manager of Purchasing

RE: Tender Recommendation for the Re-Roofing of the PWT Building 'G' & Womans  
Washroom.

Dear Sir:

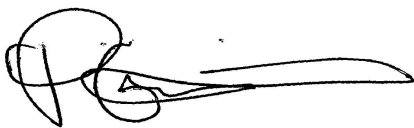
Tenders for the above-noted project were received at the Clerk's Office of the Sault Ste. Marie Civic Centre on or before 12:00:00 pm July 4<sup>h</sup> 2016. These submissions were opened in a public meeting at 3:00 pm the same day. Five tenders were received for the project. The original tenders were retained at the city, and a copy was provided for files and detailed review.

|                                                |                                       |
|------------------------------------------------|---------------------------------------|
| 1372055 Ontario Limited O/A Pro North Roofing  | \$397,000.00 plus Allowances plus HST |
| Sempler Gooder Northern Limited                | \$400,400.00 plus Allowances plus HST |
| Maverick & Son Exteriors & Consulting Services | \$369,104.00 plus Allowances plus HST |
| Flynn Canada limited                           | \$395,000.00 plus Allowances plus HST |
| J.G. Fitzgerald & Sons LTD.                    | \$408,440.00 plus Allowances plus HST |

As your consultants, we have reviewed the tender submissions and have concluded that the low tender received is complete, without errors and meets the requirements of the tender call. The low bidder has stated that they will be substantially complete the work as per the requirements of the Tender Documents.. Their base tender amount is \$369,104.00 plus allowances of \$29,000.00 plus HST, for a total amount of \$449,857.52 We therefore recommend that the contract for the work be awarded to Maverick & Son Exteriors & Consulting Services of Sault Ste. Marie, Ontario.

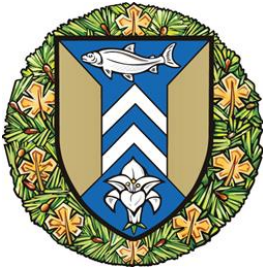
Should you have any questions, comments or require any additional information please do not hesitate to contact the writer.

Yours very truly,



---

Pat Giunti, Project Manager



**The Corporation of the  
City of Sault Ste. Marie**

**COUNCIL REPORT**

July 18, 2016

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Tim Gowans, Manager of Purchasing

**DEPARTMENT:** Finance Department

**RE:** Tenders for Equipment - Leases

---

**PURPOSE**

Attached hereto for your information and consideration is a summary of the tenders received for the supply and delivery of Two (2) Graders c/w Snow Wings and Front Blades as required by the Public Works & Transportation Department. Staff is seeking Council approval of the tender recommendation.

**BACKGROUND**

The tender was publicly advertised and tender documents forwarded to all firms on our bidders lists. A public opening of the tenders was held June 16, 2016 with City Clerk Malcolm White in attendance.

**ANALYSIS**

The tenders received have been thoroughly evaluated and reviewed by the Manager of Equipment & Building Maintenance – PWT and the low tendered price, meeting specifications, has been identified on the attached summary.

**FINANCIAL IMPLICATIONS**

On May 16, 2016 Council approved the PWT New Equipment Needs Report for 2016 with an allocation of \$125,000.00 for the lease of this equipment for the initial winter control season; with funding allocated from PWT's Hired Equipment Operating Budget.

The total lease costs for the initial winter season will be \$83,409.21 including the non-refundable portion of HST. Leases will be for a fifty-four (54) month term commencing October 15, 2016 with thirty (30) periodic payments; and include extended warranties and maintenance agreements.

**STRATEGIC PLAN / POLICY IMPACT**

This is an operational matter not articulated in the Corporate Strategic Plan.

**RECOMMENDATION**

Resolved that the report of the Manager of Purchasing dated 2016 07 18 be received and the recommendation that the tender for the Lease of Two (2) Graders c/w Snow Wings and Front Blades, as required by the Public Works & Transportation Department, be awarded to Toromont CAT at their tendered price including Maintenance Agreement and Extended Warranty of \$6,830.55 plus HST, per unit for each periodic payment, be approved.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. Gowans', written in a cursive style.

Tim Gowans  
Manager of Purchasing  
705.759.5298  
[t.gowans@cityssm.on.ca](mailto:t.gowans@cityssm.on.ca)

FINANCE DEPARTMENT  
PURCHASING DIVISION  
Budget Amount: \$125,000 (for 2016) - for two

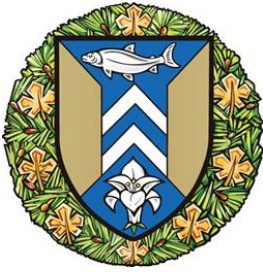
Received: June 16, 2016  
File: 2016PWT-16-T

SUMMARY OF TENDERS  
LEASE OF TWO (2) MOTOR GRADERS c/w SNOW WINGS & FRONT BLADES

| <u>Firm</u>                          | <u>Make &amp; Model</u>       | <u>Warranty</u>        | <u>Periodic Lease Rate/Unit</u><br><u>(including mtce.)</u><br><u>(H.S.T. extra)</u> | <u>Total Annual Cost/Unit</u><br><u>(6 payments)</u><br><u>(H.S.T. extra)</u> | <u>Remarks</u>                                             |
|--------------------------------------|-------------------------------|------------------------|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|------------------------------------------------------------|
| Nortrax Canada Inc.<br>Lively, ON    | 2016 John Deere<br>772G (AWD) | for length of<br>lease | \$8,900.16                                                                           | \$53,400.96                                                                   | Meets specifications<br>Extra hours billed at \$49.18/hour |
| Toromont Cat<br>Sault Ste. Marie, ON | 2016 CAT<br>140M AWD          | for length of<br>lease | \$6,830.55                                                                           | \$40,983.30                                                                   | Meets specifications<br>Extra hours billed at \$41.26/hour |

Note: The low tendered price, meeting specifications, is boxed above; leasing will be for a 54 month period - 30 periodic payments.  
The actual cost to the City will be \$83,409.21 annually including the non-refundable portion of the H.S.T.  
It is my recommendation that the tendered price, submitted by Toromont CAT, be accepted.

Tim Gowans  
Manager of Purchasing



**The Corporation of the  
City of Sault Ste. Marie**

**COUNCIL REPORT**

July 18, 2016

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Peter Liepa

**DEPARTMENT:** Finance Department

**RE:** Registration of Tax Arrears Certificate(s) and Sale

---

**PURPOSE**

Staff is seeking Council approval to proceed with the registration of tax arrears certificates and sale in accordance with the Municipal Act, 2001.

**BACKGROUND**

Attached is a listing of properties recommended for the registration of tax arrears certificates and sale.

The steps in the tax sale process are as follows:

- 1) City Council endorses a resolution for the City Tax Collector to proceed.
- 2) City Tax Collector mails "Farm Mediation Service" notice to property owner, allowing assessed farmers a 15-day appeal forum.
- 3) Registration of Tax Arrears Certificate on Title.
- 4) First Notice to owners and any other person(s) who may have an interest in the property within 60 days of registration.
- 5) Final Notice to owners and any other person(s) who may have an interest in the property within 280 days of registration.
- 6) Redemption period expires 365 days from the date of registration.
- 7) Begin advertising in the Ontario Gazette and Sault Star following the 365-day redemption period.
- 8) City Tax Collector conducts Tax Sale.
- 9) Preparation of Documentation and Registration of Tax Deeds for properties sold at Tax Sale.

**ANALYSIS**

Not applicable

**Registration of Tax Arrears Certificate(s) and Sale.**

2016 07 18

Page 2.

**FINANCIAL IMPLICATIONS**

The properties listed represent \$118,880 in outstanding tax revenue.

**STRATEGIC PLAN / POLICY IMPACT**

Not applicable

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

That the report of City Tax Collector dated 2016 07 18 be accepted and Council authorize the City Tax Collector to commence Tax Sale Proceedings in accordance with the Municipal Act, 2001.

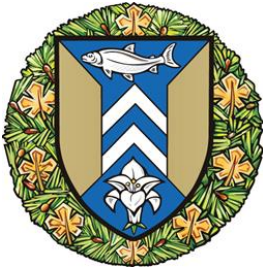
Respectfully submitted,



Peter Liepa  
City Tax Collector  
705 759 5269  
[p.liepa@cityssm.on.ca](mailto:p.liepa@cityssm.on.ca)

**CITY OF SAULT STE. MARIE - MUNICIPALITY 57-61**  
**LIST OF LANDS LIABLE TO BE SOLD FOR TAX ARREARS AS OF 2015 12 31**  
**IN ACCORDANCE WITH THE MUNICIPAL ACT, 2001**  
**PROPERTIES REGISTERED FOR TAX SALE 2016**

| <b>PARCEL<br/>NUMBER</b> | <b>ROLL NUMBER/<br/>TAX CLASS</b>        | <b>PROPERTY DESCRIPTION</b>                                                                      | <b>TOTAL TAXES<br/>OUTSTANDING</b> |
|--------------------------|------------------------------------------|--------------------------------------------------------------------------------------------------|------------------------------------|
| 1                        | 020-030-026-00<br>RT 133,721             | 38 Alberta Ave.<br>Plan 285 BLK 15 LOT 10<br><br>66.00 FR                                        | 6,927.56                           |
| 2                        | 020-037-019-00<br>RT 72,250              | 526 Wellington St. E.<br>PLAN 289 LOT 1<br><br>80.00 FR                                          | 4,504.16                           |
| 3                        | 020-042-118-00<br>CT 75,350<br>RT 27,150 | 328 Queen St. E.<br>PLAN 327 LOT 13<br><br>27.67 FR                                              | 13,117.33                          |
| 4                        | 030-003-018-01<br>RT 10,150              | 0000 Anna St.<br>PLAN H436 PT ANNA ST 1 FOOT<br>RESERVE<br><br>66.00 FR                          | 409.29                             |
| 5                        | 030-037-071-01<br>RT 5,823               | 0000 Unknown<br>PLAN H690 LOT 11 RCP<br><br>17.00 FR                                             | 381.94                             |
| 6                        | 040-015-105-00<br>RT 101,250             | 389 Northland Rd.<br>PLAN 402 BLK 5 LOT 19 LOT 18PT<br><br>50.00 FR 6000.00 SF                   | 6,172.16                           |
| 7                        | 040-026-024-00<br>RT 42,250              | 181 Andrew St.<br>PLAN 7999 LOT 42 LOT 41PT<br><br>17.00 FR 1122.00 SF                           | 12,074.89                          |
| 8                        | 050-005-019-00<br>RT 100,500             | 584 Sherbourne St.<br>PLAN 1749 LOT 423<br><br>40.00 FR                                          | 4,170.85                           |
| 9                        | 050-031-075-00<br>MT 758,750             | 40 Sunnydale Rd.<br>PLAN H621 BLK A PT LOT 32 33<br>STEWART SURVEY BLK 19PT<br><br>153.72 1.82 A | 53,583.94                          |
| 10                       | 050-035-022-05<br>RT 85,250              | PLAN STEWARTS SURVEY BLK<br>22PT RP 1R9026 PT 1 2 3 PCL<br>12251 AWS<br><br>306.07 FR 2.16 A     | 4,411.84                           |
| 11                       | 060-011-081-00<br>CX 134,750             | 324 Second Line W.<br>RCP H625 PT LOTS 18 AND 19<br>RP 1R11544 PARTS 1 TO 5<br><br>151.40 FR     | 13,127.93                          |



**The Corporation of the  
City of Sault Ste. Marie**

**COUNCIL REPORT**

July 18, 2016

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Jeff Barban, Acting Commissioner Social Services

**DEPARTMENT:** Social Services Department

**RE:** Homemakers and Nursing Services (HNS)

---

**PURPOSE**

To accept the authority and responsibility for the delivery of the Homemakers and Nursing Services (HNS) program, within city boundaries, from the District of Sault Ste. Marie Social Services Administration Board. This will be in accordance with all applicable HNS legislative and policy requirements

**BACKGROUND**

The HNS is a provincial program that provides homemaking services to eligible residents of Ontario. The program is funded using an 80/20 cost share formula (provincial/municipal) and is intended to assist qualified seniors, disabled, etc to receive supports in their home. Services include but are not limited to:

1. Meal preparation
2. Light house keeping
3. Laundry
4. Snow removal

Under the current Act, the “Welfare Administrator” is responsible to administer the program including program eligibility, service levels, claim submissions, etc. The DSSMSSAB provides no funding and the program is *only* available within city limits.

When the DSSMSSAB directly employs Ontario Works staff in September the City will not have the authority to continue to access provincial funding and offer the program to eligible community residents. The Ministry of Health and Long Term Care has advised the DMSSAB that it would be acceptable for the DSSMSSAB to transfer program authority and responsibility to the City to ensure the program continues if,

1. The DSSMSSAB passes a resolution to formally transfer the authority, and;
2. The City passes a by-law accepting authority and responsibility.

On April 21, 2016 the DSSMSSAB unanimous passed the following resolution:

*Resolution #: 16-063*

*“WHEREAS the City of Sault Ste. Marie has contributed municipal funding to ensure services and supports through the Homemakers and Nursing Services program have been available to residents of the City since 2013;*

*AND WHEREAS the City’s Social Services Commissioner was responsible to ensure the program was delivered and administered in accordance with the Homemakers and Nursing Services Act (HNSA) and all applicable regulations and policies;*

*AND WHEREAS under the HNSA the “Welfare Administrator” must sign and submit all financial claims for reimbursement from the Ministry of Health and Long-Term Care (MOHLTC);*

*AND WHEREAS the City of Sault Ste. Marie will not have the legal authority to deliver the program and submit claims to the MOHLTC on September 25, 2016 and beyond;*

*AND WHEREAS the City of Ste. Marie has advised the DSSMSSAB’s Chief Administrative Officer of their desire to continue to offer the program and its’ services past September 25, 2016 in strict accordance to all applicable Acts, Regulations and Policy;*

*AND WHEREAS the MOHLTC has advised the DSSMSSAB’s CAO in writing that the authority and responsibility for the program can be transferred to the City of Sault Ste. by way of board resolution;*

*THEREFORE BE IT RESOLVED that the District of Sault Ste. Marie Social Services Administration Board, by way of this resolution, transfer the authority and responsibility to the City of Sault Ste. Marie’s Chief Administrative Officer to act, manage and sign as the “Welfare Administrator” for purposes for delivering the Homemakers and Nursing Services Program within the City of Sault Ste. Marie to eligible residents of the community,*

*FURTHER BE IT RESOLVED that by transferring said authority and responsibility the DSSMSSAB accepts no responsibility; legal, financial or authority, for the Homemakers and Nursing Services program within the City of Sault Ste. Marie’s city limits,*

*FURTHER BE IT RESOLVED that upon acceptance of the authority and responsibility by the City Council the City of Ste. Marie, the City agrees to deliver and manage the Homemakers and Nursing Services program in strict accordance to all applicable Acts, Regulations and Policies,*

*FINALLY BE IT RESOLVED that the authority and responsibility given to the City of Sault Ste. Marie through this resolution is not infinite and can be revoked by the DSSMSSAB at any time."*

### **ANALYSIS**

Prior to 2013, the City annually provided the Red Cross with \$50,000. This funding was used to assist with snow removal for seniors with income and health barriers in order to ensure safe access to their homes. This service, and others, can be provided through the HNS program for many lower income elderly, ill or convalescing community members.

HNS is claims based program and municipalities/DSSABs delivering homemakers and nurses services must submit monthly financial claims for services. The MOHLTC reimburses the provincial share of 80% of eligible expenses and the City funds the remaining 20% of the expenses based on actual costs incurred. Ongoing with this program will allow the community to continue receiving services and supports at no new net cost to the corporation.

The City will continue to contract with the local Red Cross to administer and provide the full range of eligible HNS services as per the HNSA.

### **FINANCIAL IMPLICATIONS**

The \$50,000 annual budget allows the City to continue to leverage up to an additional \$200,000 of HNS funding from the MOHTC, based on eligible claims and actual expenses and no net new cost to the City

### **STRATEGIC PLAN / POLICY IMPACT**

This is an operational matter not articulated in the corporate Strategic Plan.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

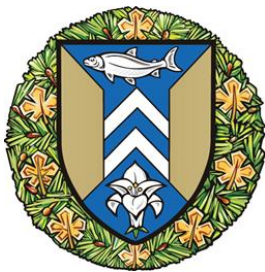
The City accept the authority for the Homemakers and Nursing Services from the DSSMSSAB in accordance with the DSSMSSAB resolution #16-063.

The relevant By-law 2016-107 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,



Jeff Barban  
Acting Commissioner Social  
Services  
705.759.5004  
[j.barban@cityssm.on.ca](mailto:j.barban@cityssm.on.ca)



**The Corporation of the  
City of Sault Ste. Marie**

**COUNCIL REPORT**

July 18, 2016

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Virginia McLeod, Manager Recreation & Culture

**DEPARTMENT:** Community Services Department

**RE:** ESDC Enabling Accessibility Fund – Grant Application

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**PURPOSE**

The purpose of this report is to request Council's approval to apply for a grant announced by Employment and Social Development Canada (ESDC) – Enabling Accessibility Fund to improve accessibility at the Strathclair Sports Complex.

**BACKGROUND**

On June 22, 2016 the Community Services Department received correspondence regarding Employment and Social Development Canada Enabling Accessibility funding program. The application deadline is July 26, 2016.

THE ESDC Enabling Accessibility Fund is a federal Grants and Contributions program that supports capital costs of construction and renovations related to improving physical accessibility and safety for people with disabilities in Canadian communities and workplaces. The Enabling Accessibility Fund works to enable Canadians with disabilities to participate in their community and the economy.

The objective of the Community Accessibility Stream is to provide funding up to \$50,000 for small projects that improve accessibility and/or safety for people with disabilities in communities. Improvement to accessibility and safety must be addressed through renovation, construction and/or retrofit activities. The program requires contributions, equal to or greater than 35% of total eligible costs of the project, to be provided through sources other than the Federal Government either through cash donations or in-kind service contributions.

## **ANALYSIS**

The ESDC Enabling Accessibility Grant, Community Accessibility Stream provides funding to improve accessibilities in communities across Ontario that relate to removing barriers and increasing accessibility for people with disabilities. This Grant must include support from the community.

Strathclair Park Sports Complex is a multi-use facility with over 102,162 soccer participants, not including spectators, accessing this site yearly. Together with our community sporting partners to include Sault Youth Soccer Club & Sault Amateur Soccer Association a need has been identified for improved parking, pathways and accessible amenities such as benches.

The total estimated cost of the project is \$140,000, which will includes a parking lot expansion, enhancements and expansions of paved pathways and accessible amenities such as additional bleachers and/or benches.

Staff is recommending that Council authorize entering into an agreement with Employment and Social Development Canada regarding a grant to improve accessibility at the Strathclair Sports Complex.

If successful in the grant application, the subsequent agreement and associated by-law will appear on a future Council Agenda.

## **FINANCIAL IMPLICATIONS**

The ESDC Enabling Accessibility Fund provides funding up to \$50,000. Sault Youth Soccer Club has provided a written letter endorsing their support of the funding application and has committed a contribution of \$30,000.

The City of Sault Ste. Marie Multi Year Accessibility Plan has allocated \$32,000 in 2017 for barrier removal at Strathclair Sports Complex from the barrier removal reserves.

The Public Works and Engineering Services Department would provide in kind service of approximately \$28,000.

The ongoing maintenance costs will be minimal as maintenance is already performed at this location.

## **STRATEGIC PLAN / POLICY IMPACT**

This project is not specifically identified in the Corporate Strategic Plan.

**RECOMMENDATION**

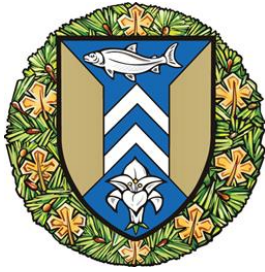
It is therefore recommended that Council take the following action:

That the report of the Manager of Recreation and Culture concerning Enabling Accessibility in Communities Grant Funding be received and the recommendation that staff be authorized to apply to the Employment and Social Development Canada – Enabling Accessibility in Communities funding program for improving the accessibility of the Strathclair Sports Complex be approved.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'V McLeod', with a stylized, cursive script.

Virginia McLeod  
Manager Recreation & Culture  
705.759.5311  
[v.mcleod@cityssm.on.ca](mailto:v.mcleod@cityssm.on.ca)



**The Corporation of the  
City of Sault Ste. Marie**

**COUNCIL REPORT**

July 18, 2016

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Don Elliott, Director of Engineering Services

**DEPARTMENT:** Engineering and Planning Department

**RE:** Fort Creek Aqueduct Phase 2 – Engineering Fees

---

**PURPOSE**

The purpose of this report is to obtain approval to adjust the engineering fee limit for the second phase of the Fort Creek aqueduct replacement project.

**BACKGROUND**

At the 2015 09 28 meeting of Council, STEM engineering was retained to provide professional engineering services to complete the reconstruction of the northern portion of Phase 2 of the Fort Creek aqueduct between Albert and Cathcart.

**ANALYSIS**

Reconstruction of the Fort Creek aqueduct has been divided up into seven phases due to its size and complexity. The new aqueduct on John Street is being constructed in three phases. Considerable design effort is required at the outset for the entire structure. The fee overrun on this phase of the project is primarily due to engineering design required for all phases of construction. Engineering Division staff recommends Council approve the fee limit increase in accordance with the new procurement By-law. Under the City's new procurement policy, engineering assignments for subsequent phases of the Fort Creek aqueduct project will be awarded through Request for Proposals.

**FINANCIAL IMPLICATIONS**

The current approved fee limit for Phase 2 is \$452,545. The recommended estimated fee limit to complete the work adds an additional \$114,000 for a total of \$566,545. It is noted that this work is two-thirds funded under the Small Communities Fund, so the impact to the City budget is \$38,000 plus non-refundable HST. There are sufficient funds in the 2016 capital budget for aqueducts to fund this increase.

**STRATEGIC PLAN / POLICY IMPACT**

This work is linked to the new infrastructure focus area of the strategic plan. Replacement of the Fort Creek aqueduct is required to mitigate risk of flooding.

**RECOMMENDATION**

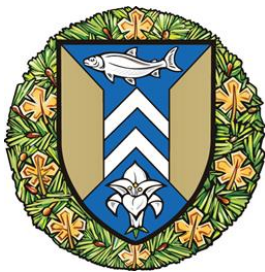
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering Services dated 2016 07 18 concerning engineering fees for the Fort Creek aqueduct project be received, and that the fee limit be increased to \$566,545 be approved.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'D. Elliott', is positioned above the printed name and title.

Don Elliott, P. Eng.  
Director of Engineering Services  
705.759.5329  
[d.elliott@cityssm.on.ca](mailto:d.elliott@cityssm.on.ca)



The Corporation of the  
City of Sault Ste. Marie

## COUNCIL REPORT

July 18, 2016

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Don Elliott, Director of Engineering Services

**DEPARTMENT:** Engineering and Planning Department

**RE:** Black Road Letter of Licence Agreement

---

### **PURPOSE**

The purpose of this report is to obtain Council approval to enter into a Licence Agreement with the Province to allow the City access to provincial lands for the widening of Black Road.

### **BACKGROUND**

Council is aware of the need to widen Black Road between McNabb Street and Second Line. Portions of eight properties are required for the project, two of which are owned by the Province.

### **ANALYSIS**

The City's Legal staff are negotiating for the acquisition of lands from the Province to allow for the widening, and the Province has confirmed it is prepared to dispose of the lands. A Licence Agreement for the interim use of the lands is required until the transfer of the lands can be completed. The licence agreement has been reviewed and is recommended for approval.

### **FINANCIAL IMPLICATIONS**

Grant Funding will be sought for assistance with construction costs. Costs for land acquisition are typically not eligible under funding programs. The estimated costs associated with land acquisition were included in the 2016 capital budget for Black Road.

### **STRATEGIC PLAN / POLICY IMPACT**

This report is linked to the new infrastructure focus area of the strategic plan. The widening is essential to accommodate the growth in the northern portion of the City. The City is also mandated by the Province to provide access for provincial traffic through the City under the provincial Connecting Link system.

**RECOMMENDATION**

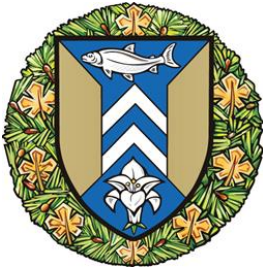
It is therefore recommended that Council take the following action:

The relevant By-law 2016-111 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Don Elliott', is positioned above the printed name and title.

Don Elliott, P. Eng.  
Director of Engineering Services  
705.759.5329  
[d.elliott@cityssm.on.ca](mailto:d.elliott@cityssm.on.ca)



**The Corporation of the  
City of Sault Ste. Marie**

**C O U N C I L   R E P O R T**

July 18, 2016

**TO:** Mayor Christian Provenzano and Members of City Council  
**AUTHOR:** Corrina Barrett, Environmental Initiatives Coordinator  
**DEPARTMENT:** Engineering and Planning Department  
**RE:** Energy Management Software Update

---

**PURPOSE**

The purpose of this report is to provide an interim update to Council on the Energy Management Software Pilot Project, CircuitMeter, which was installed at Transit Services in December of 2015. .

**BACKGROUND**

CircuitMeter is a circuit level real-time metering technology that provides building operators with a circuit-by-circuit view of their electrical usage and trends, as well as providing notification for anomalies. CircuitMeter was selected as a pilot project for installation at Transit Services, focusing on its 30+ year old Bus Maintenance Garage at 111 Huron Street. This was done in an effort to identify and implement savings in electrical, maintenance and management costs, while providing higher quality information on energy usage to the City. The higher level objective is for the City to expand usage of the technology across its entire portfolio in order to generate savings and become a leader in the area of energy conservation and demand management for municipal buildings and facilities.

**ANALYSIS**

The Environmental Initiatives Coordinator, the Transit Shop Foreman and the Manager of Transit & Parking were all trained on how to use the CircuitMeter system. The system allows users to accurately compare energy consumption, understand and manage loads during peak demand periods, identify energy waste 24 hours a day, all with notifications being sent via email whenever irregularities pop up.

Through the use of the CircuitMeter system over the last few months, staff was able to identify energy waste from equipment, such as an emergency generator which used to run 24/7 and consume 60+ kWh/day, but now consistently runs at less than 2 kWh/day. It also allowed staff to determine which types of equipment use the most energy (with overall lighting using the most energy at of 61,000

kWh since the beginning of the year), and specifically which pieces of equipment are drawing the most energy.

This information is extremely useful in determining things such as whether it is beneficial to switch to more energy efficient lighting, to help determine what equipment is the most energy intensive and therefore should be closely monitored, and help to answer questions as to where energy use is most substantial. A sample report prepared by CircuitMeter Inc. has been attached to this report in an effort to show examples of the information we are able to gather and the reports we are able to produce.

#### **FINANCIAL IMPLICATIONS**

To-date, the installation of the CircuitMeter hardware by S&T Electrical Contractors cost approximately \$6,972 (before taxes), with the hardware and monitoring for three (3) WebMeters for the period of one year from CircuitMeter costing approximately \$7,989 (before taxes). The funds were provided by the Green Committees Project Expenditures budget in 2015.

#### **STRATEGIC PLAN / POLICY IMPACT**

This initiative falls under the Strategic Plan “Maintaining existing infrastructure” as it involves finding cost savings in managing existing infrastructure in a responsible and sustainable way.

#### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report of the Environmental Initiative Coordinator dated 2016 07 18 concerning the Energy Management Software Update be received as information.

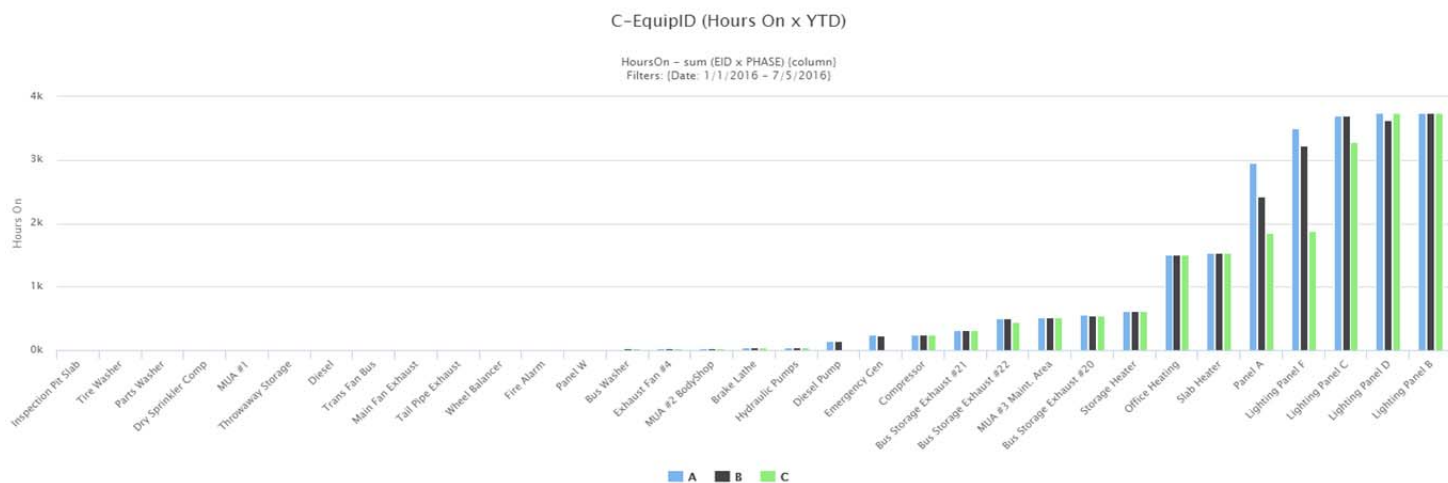
Respectfully submitted,



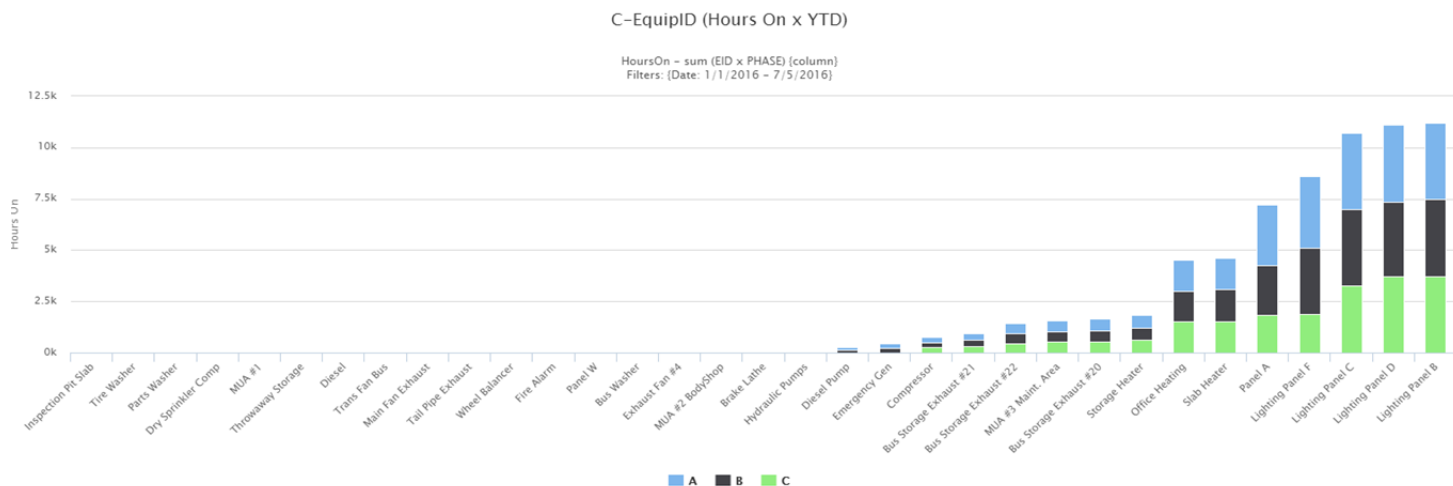
Corrina Barrett, B.Sc.  
Environmental Initiative Coordinator  
705.541.7175  
[c.barrett@cityssm.on.ca](mailto:c.barrett@cityssm.on.ca)



- Chart 2
  - Shows the actual hours of operation by each Equipment ID by Phase



- Chart 3
  - Shows the total hours by Equipment ID



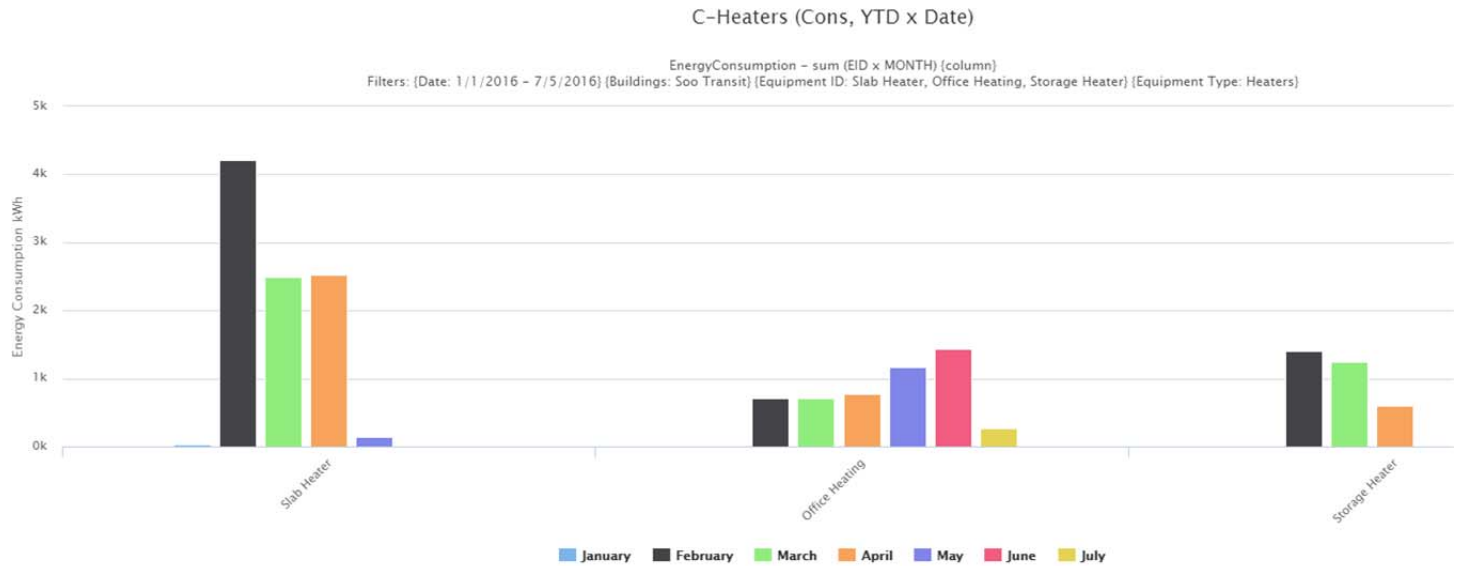
## Summary:

- A heavy load within the facility is related to the lighting. Facility can explain the lighting type but this indicates potential savings by incorporating improved lighting technology.

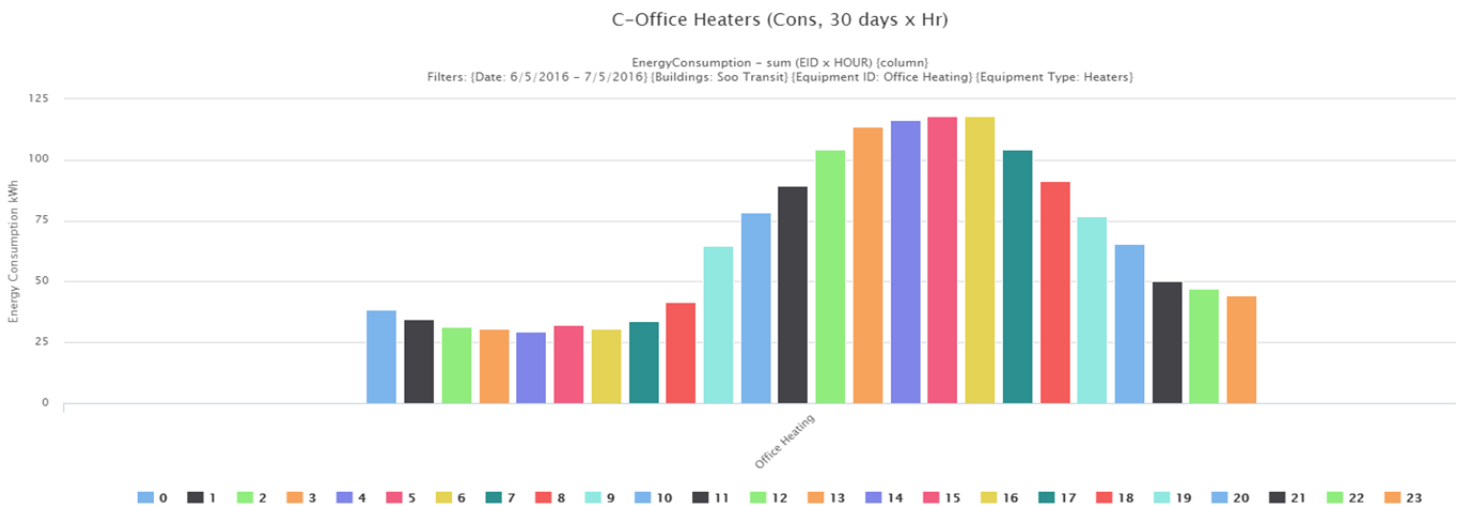


## Consumption Report - (Heaters)

- Chart 1
  - Shows that the loads being monitored labeled as “heaters” are currently operating

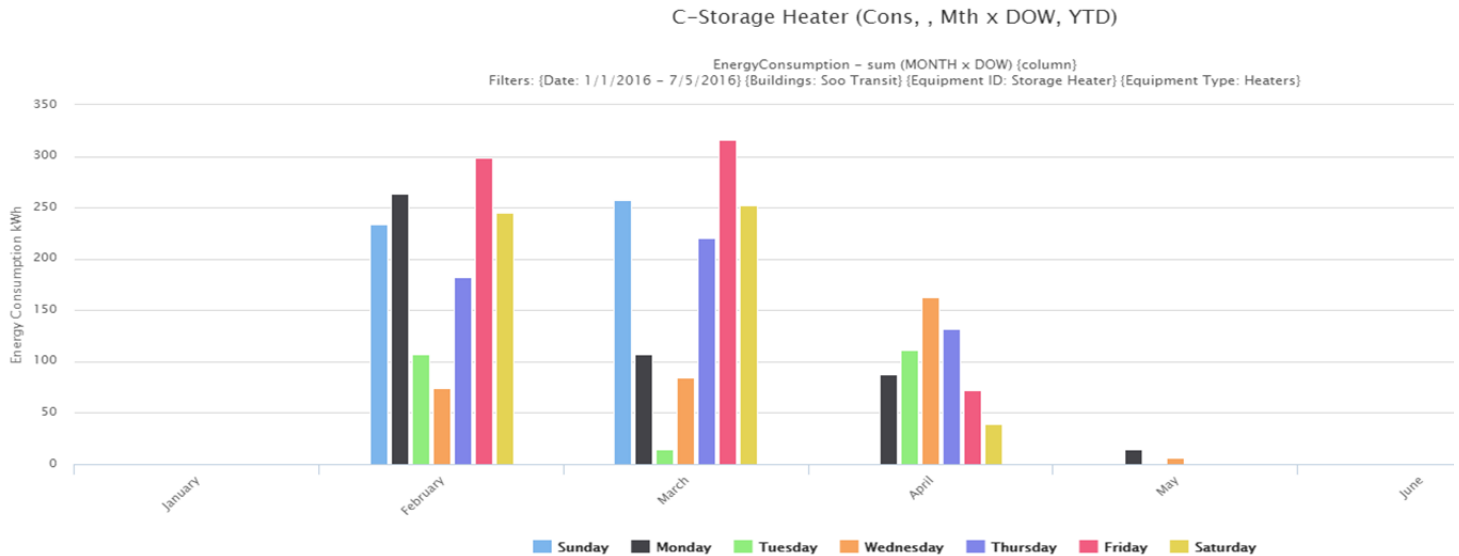


- Chart 2
  - Shows the energy labeled as heaters in the “Office” for the past 30 days. This is the accumulation by hour of the energy being used.





- Chart 3
  - Initially showed an issue with the Storage Heater
  - After correction, a dramatic improvement on the energy usage

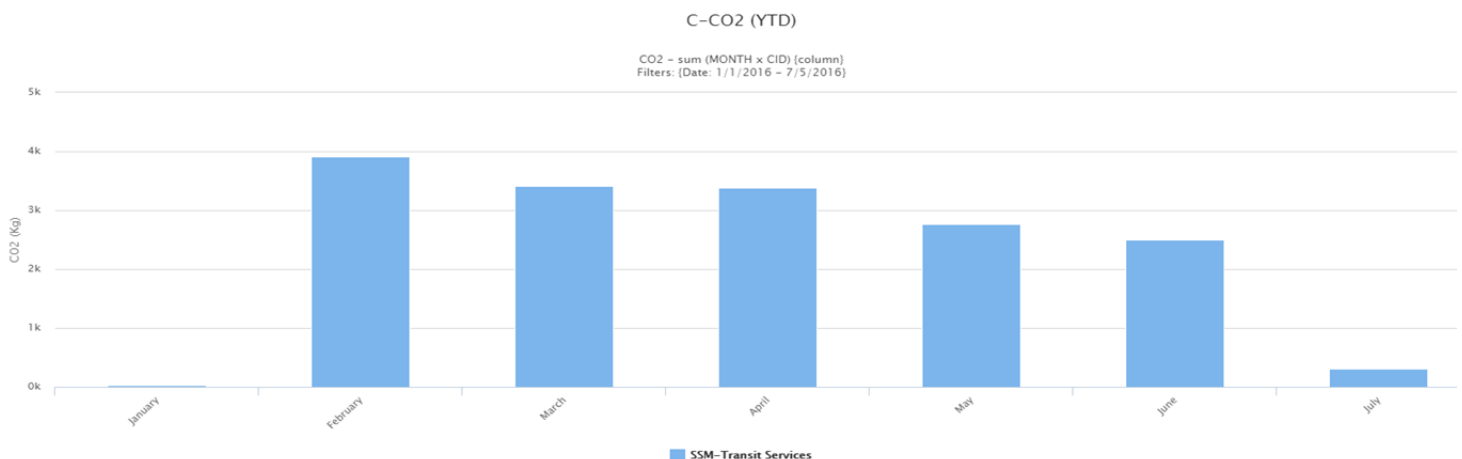


## Summary:

- Assuming that the system is labeled correctly (facility can verify), it is questionable why heaters in the office area are still on during the summer.
- UPDATE: Upon Facility verification, discovered that the “Office Heaters” are actually an HVAC unit that was improperly labeled, which accounts for summer usage.

## CO<sub>2</sub>e Report

- Chart 1
  - Shows the total CO<sub>2</sub>e (CO<sub>2</sub> equivalent) by month for all of the equipment being monitored

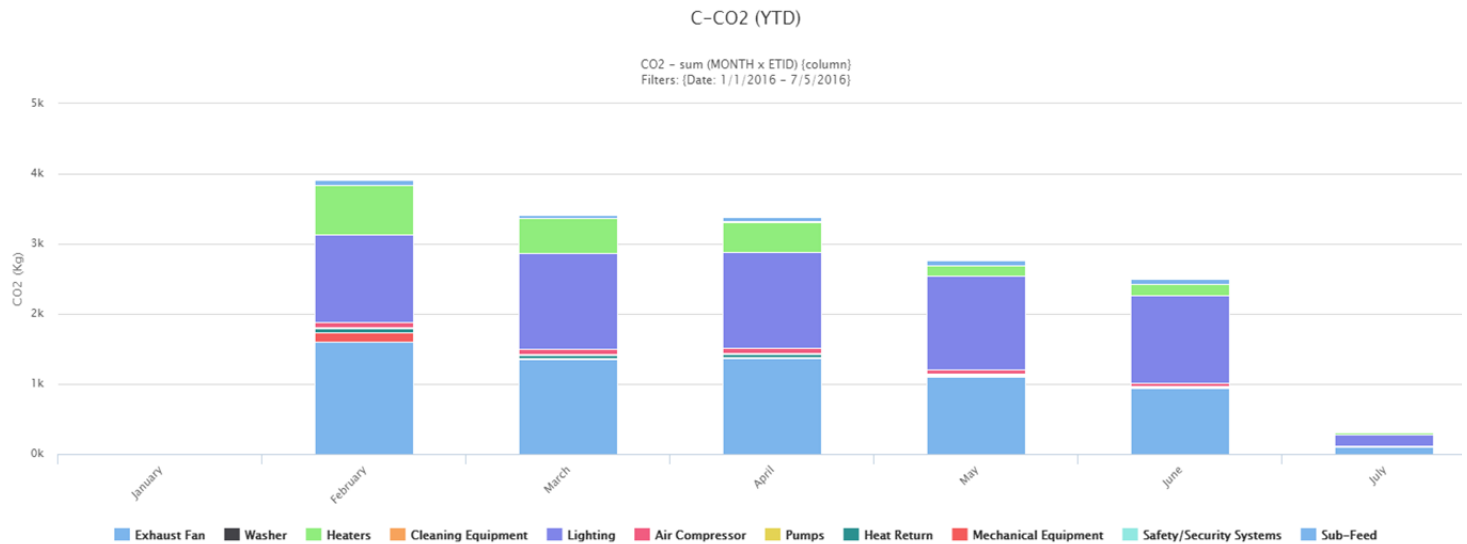




- Table 1
  - Monthly data from Chart 1 above corresponding to each month

| sum (CO2 (Kg))       | January | February | March    | April    | May      | June     | July    | Total   |
|----------------------|---------|----------|----------|----------|----------|----------|---------|---------|
| SSM-Transit Services | 26.334  | 3911.383 | 3409.819 | 3382.294 | 2761.353 | 2500.552 | 311.368 | 16303.2 |

- Chart 3
  - Another view of the same data with a breakdown by Equipment Type



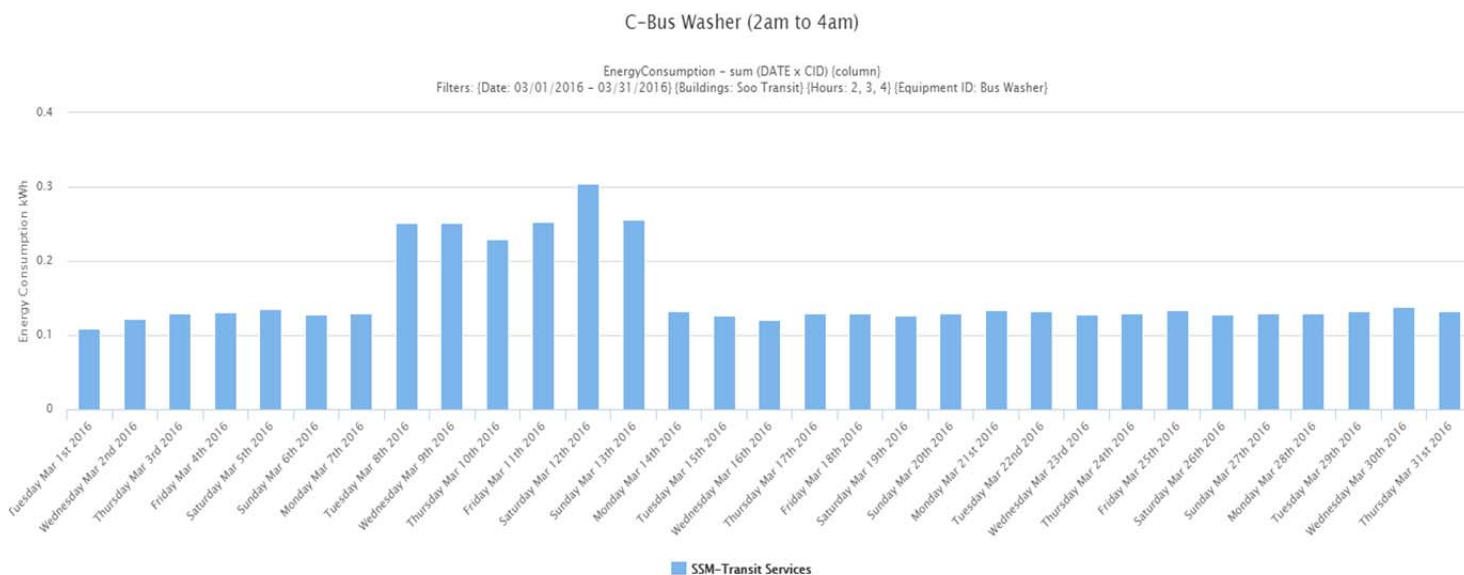
## Summary:

- Good declining trend from February to June.
- Lighting, Sub-Feed and Heaters generate the most CO<sub>2</sub>e in the facility.



## Consumption Report - (Bus Washer, from 2am to 4am for March 2016)

- Chart 1
  - The data shows that there was an anomaly from March 8th to 13th



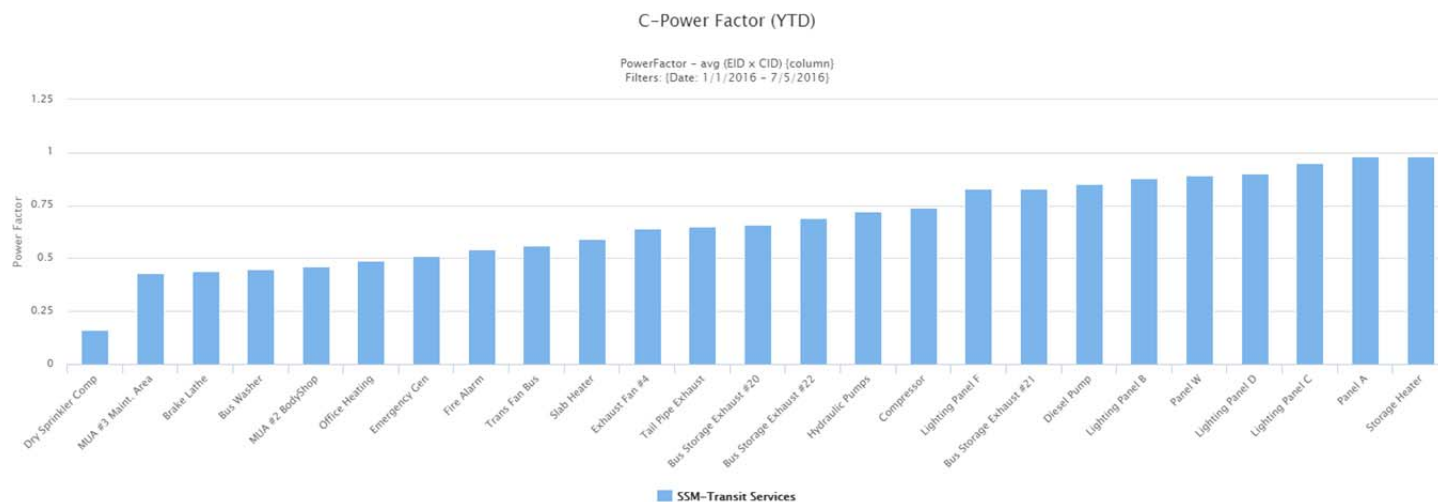
## Summary:

- Investigation needed on why the energy during this period increased by 50%.
- These changes could be better controlled by implementing the Notification system to quickly track such anomalies.



## Power Factor Report - by Equipment ID, YTD

- Chart 1
  - Shows the power factor by equipment in sorted order



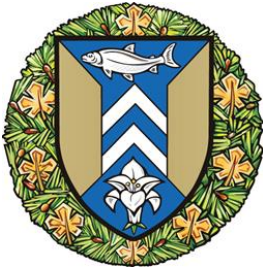
## Summary:

- In general, lower Power Factor (PF) maybe a result of older equipment, equipment that is not efficient, or possibly underutilized motors.
- Approximately 60% of the equipment appears to have low PF.
- Need to check if there are any PF penalties from the utilities. If there is, this chart helps identify which equipment needs PF improvements.

Prepared for the City of Sault Ste. Marie

Prepared by Dan Seto, CircuitMeter Inc. and Bob Camirand, Shop Foreman - Transit

Date Prepared: July 5, 2016



The Corporation of the  
City of Sault Ste. Marie

## COUNCIL REPORT

July 18, 2016

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Jerry Dolcetti

**DEPARTMENT:** Engineering and Planning Department

**RE:** Rodent Abatement Program

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### PURPOSE

The purpose of this report is to provide Council with a response to their resolution dated May 30, 2016:

*Whereas Sault Ste. Marie has funded a rat abatement program for several years; and whereas the program was administered by Algoma Public Health; and Whereas the Algoma Public Health, by way of its letter dated May 18, 2016 has indicated that it does not have the resources to support the program any longer; and Whereas the City has experienced a rise in reported rat sightings in the past few years; and Whereas many issues relating to rat infestation can be avoided with stricter by-law enforcement and better public education;*

*Now therefore be it resolved that Council ask staff to report to Council on a proposed prevention program which includes but is not limited to, citizen education, and by-law enforcement and which incorporates a method for tracking trends and hot spots within the city; further, that staff report back to Council on their proposal and related costs by the end of September 2016.*

### BACKGROUND

At the May 30<sup>th</sup> meeting, the recommendation by staff to discontinue the City funding for the rodent abatement program for private properties was denied by Council and the above resolution brought forward.

Council will recall that staff indicated the current extension given to the City's service provider covered May and June 2016, at a monthly fee of \$4,500. The current budget will be exhausted and continuance beyond this time will require new funding sources

## **ANALYSIS**

A meeting was held on June 1, 2016 to review Council's resolution and in attendance were representation from City Departments, Algoma Public Health (APH) and the Sault Ste. Marie Innovation Centre (SSMIC). The meeting generated the following discussions:

### **Citizen Education**

All in attendance supported the effort to further educate property owners in dealing with this issue. The APH has updated their website information to include suggestions on how a property owner can prevent their properties from becoming habitats for rodents. This information can be viewed at: [www.algomapublichealth.com](http://www.algomapublichealth.com) and also includes a link to Health Canada's Pest Management Regulatory Agency for additional information. The City website will also link to the APH information ensuring any updates provided by APH will be accessible from both sites.

### **Bylaw Enforcement**

Bylaw Enforcement currently addresses issues that may contribute to properties becoming herbage for rodents to thrive. Implementing a program of enforcement is possible but with the current staff complement of only one Bylaw Enforcement Officer, the task is impossible to undertake. A second enforcement officer would be required to address this challenge.

The recent annual activity undertaken by our Bylaw Enforcement Officer is as follows:

- 2014 – 1500 site visits
- 2015 – 2000 site visits
- 2016 to June 30 – 820 site visits

The annual cost of adding another enforcement officer is approximately \$75,000 (including benefits). This additional staff person would assist in reducing the current backlog and increased workload experienced in the enforcement area, including the new signs bylaw and rear yard drainage enforcement. A request to consider the hiring of a second enforcement officer will be included as part of the 2017 budget submission.

### **Windsor's Rodent Abatement Program**

As noted in the May 30, 2016 report to Council, Sault Ste. Marie and Windsor are the only two communities in Ontario still providing a municipally funded rodent abatement program for residential properties, and the Algoma Public Health is the only public health organization that carries out the administration of said program.

Windsor has recently introduced a pilot program of collecting user fees to reduce the costs of providing this service (see attached correspondence dated June 17,

2016). During a phone conversation with the Manager of Environmental Services in Windsor, she advised that given the rising costs of this service, it is their intent to phase it out completely. All costs associated with addressing rodent issues on private property, would then be the responsibility of the property owner.

Windsor currently averages 600 calls annually representing less than 1% of 80,000 private properties. With an annual rodent abatement budget of \$120,000, it is a very costly program for taxpayers to subsidize, questioning the cost benefits of such a program to continue. Notwithstanding Sault Ste. Marie has between 30,000-35,000 private properties, a similar comparison can be made.

### **Tracking Options**

The SSMIC has suggested that existing GIS tools could be used to develop a program for data collection on rodent sightings, and could link from the City's website at no cost. Property owners would be able to provide relevant sighting information (address, phone number, date, etc), attach a photo and indicate location on a map. This information would be submitted and "hot spots" identified and addressed with the assistance of Algoma Public Health. A similar methodology was used in 2004 by the SSMIC regarding the increased number of nuisance bear sightings.

A second option would be a digital 311 software system that would track all types of public complaint calls. This was introduced in Guelph in November 2015 as a pilot project to track public complaints including signage, parking, noise, stray and nuisance animals, messy yards, dumping, etc. The City of Guelph no longer takes phone calls for these types of complaints as all information is processed online. Since its inception last November, 9000 complaints have been logged. This program had a one-time set up cost of \$17,000 and an annual software maintenance fee estimated at \$8,000.

After further consultation with both Windsor and Guelph, staff maintains its position that a rodent abatement service on private property is too costly for the municipality as it places additional burden on the taxpayer. Any pest control services required should therefore be the responsibility of the individual property owner to arrange and pay for.

The potential options noted above for Sault Ste. Marie can be expanded further to ensure property owners are educated in addressing rodent issues on their properties. Either option would be at little or no cost to the City as indicated by SSMIC.

### **FINANCIAL IMPLICATIONS**

It is anticipated that continuing to provide a municipally funded rodent abatement program for private properties would require an annual budget of \$80,000 to

\$100,000 for the service provider. The cost of a second enforcement officer would further increase the total cost of continuing the program.

**STRATEGIC PLAN / POLICY IMPACT**

This is an operational matter not articulated in the Strategic Plan.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the report dated 2016 07 18 concerning the Rodent Abatement Program be received and that Council approve the following recommendations:

- discontinue the Rodent Abatement Program for private properties;
- coordinate the services of City Staff, SSMIC, and APH to explore implementation of a program as proposed by SSMIC in assessing and tracking “hot spots” (similar to the nuisance bear program in 2004).

Respectfully submitted,

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

Jerry Dolcetti, RPP

Attach.

## Benita Brogno

---

**From:** Albidone, Anne Marie <aalbidone@citywindsor.ca>  
**Sent:** Friday, June 17, 2016 4:05 PM  
**To:** Jerry Dolcetti  
**Subject:** Rodent Extermination program

Hi Jerry,

It was nice talking with you today. As promised, here is a breakdown of our program.

### The program history:

For as long as I can remember (over 20 years) we have had a rodent extermination program. Up until this year, the program was free to residents. As of May 30<sup>th</sup>/2016 residents who wish to participate in the program must pay a \$100 user fee (details explained below). Here is a list of the number of properties baited per year:

2010 – 437  
2011 – 396  
2012 – 563  
2013 – 461  
2014 – 696  
2015 – 836  
2016 (to date) – 450 \* keep in mind the user fee only started May 30<sup>th</sup>, less than a month ago.

I can tell you that our numbers are decreasing dramatically based on the number of sign ups in the last couple of weeks compared to the number prior to the user fee. However, since it has only been a few weeks since the user fees started, I cannot give you any firm numbers to support that. In general, before the fee we were signing up about 20 properties a week. Since May 30<sup>th</sup>, we have had maybe 10 properties pay for the service.

### How the program works:

Residents call 311 to request service. A City of Windsor employee inspects the property and determines if there are rodent burrows. If burrows exist, they are informed of the user fee and asked to sign a waiver form in order to proceed with the program (should they chose to proceed). Information is also given on how to deter the rodents from living on the property. Once the waiver form is signed the resident must either pay at a Customer Care Center (community center) or by credit card (via phone). Once payment is received our contractor is notified to begin baiting. Baiting occurs on a weekly basis until activity ceases, OR after 4 baiting – whichever comes first. If there is still activity after 4 baitings and the resident continues to want the service, they would be required to pay another \$100.

### The budget:

Our current budget for this program is \$120,000. That includes the cost of the contractor to do the baiting (fee is based on a monthly service fee regardless of the amount of properties baited), 0.5 FTE (for inspection), vehicle, fringe, printing (of information brochures and release forms), and an estimated revenue for user fees. Only time will tell if our revenues amount to the figure we included in the budget. We based the revenue on half the average number of calls we were receiving. Essentially we estimated that half our customers would not agree to pay the user fee and therefore would not use the program. This is a total guess – and it's too early for me to tell if we are even close.

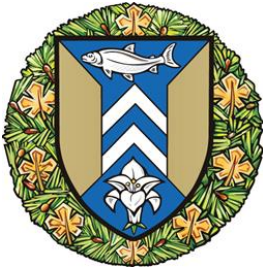
I hope that is helpful to you. If you have any other questions, please don't hesitate to contact me.

Respectfully,

**ANNE-MARIE ALBIDONE | MANAGER, ENVIRONMENTAL SERVICES**



Public Works, Environmental Services  
3540 North Service Rd E | Windsor, ON | N8W 5X2  
(519)-974-2277 ext.3123  
[www.citywindsor.ca](http://www.citywindsor.ca)



**The Corporation of the  
City of Sault Ste. Marie**

**COUNCIL REPORT**

July 18, 2016

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Jeffrey King, Solicitor/Prosecutor

**DEPARTMENT:** Legal Department

**RE:** BELLEVUE PARK – ACCESSIBLE PLAYGROUND EQUIPMENT – FINANCIAL DONATION

---

**PURPOSE**

The purpose of this report is to follow up on the Council Resolution moved by Councillor J. Hupponen and seconded by Councillor R. Niro dated 2016 03 21:

“That the report of the Manager of Recreation and Culture dated 2016 03 2 concerning the very generous donation of \$80,000.00 from the Rotary Club of Sault Ste. Marie for the inclusive and accessible playground equipment at Bellevue Park be received and that staff be authorized to enter into an agreement with the Rotary Club of Sault Ste. Marie outlining the ownership, replacement and maintenance of the equipment.”

**BACKGROUND**

As Council is aware, the Rotary Club has donated \$80,000.00 to the City of Sault Ste. Marie to be used for inclusive and accessible playground equipment. The said playground equipment has been purchased by the city at this time.

**ANALYSIS**

In order to formalize the ownership, replacement and maintenance of inclusive and accessible playground equipment purchased with a \$80,000.00 donation from The Rotary Club of Sault Ste. Marie, the City has prepared an agreement outlining the terms and conditions. It is understood that the \$80,000.00 donation shall be used for inclusive and accessible playground equipment only. It is also understood that the equipment shall be installed in Bellevue Park. The City has undertaken to acknowledge The Rotary Club of Sault Ste. Marie's donation by way of a plaque which will be erected in the park.

**FINANCIAL IMPLICATIONS**

Not applicable.

**STRATEGIC PLAN / POLICY IMPACT**

The provision of playground equipment is not specifically mentioned in the Corporate Strategic Plan.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

By-law 2016-117 which appears elsewhere on the agenda, authorizes a Donation Agreement between the City and the Rotary Club of Sault Ste. Marie for a financial donation in the amount of \$80,000.00 to be used for inclusive and accessible playground equipment which will be placed and maintained in Bellevue Park and maintained by the City is recommended for your approval.

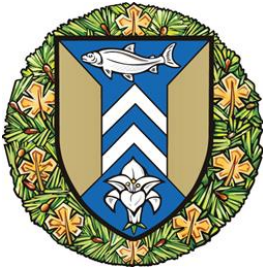
Respectfully submitted,



Jeffrey King  
Solicitor/Prosecutor

705.759-2662

[j.king3@cityssm.on.ca](mailto:j.king3@cityssm.on.ca)



**The Corporation of the  
City of Sault Ste. Marie**

**COUNCIL REPORT**

July 18, 2016

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Nuala Kenny, City Solicitor

**DEPARTMENT:** Legal Department

**RE:** Property Declared Surplus – 317 Bloor Street West

---

**PURPOSE**

The purpose of this report is to recommend to Council that the property described as 31579-0025 (LT) LT 36 BLK 4 PL 402 KORAH; SAULT STE. MARIE, being civic 317 Bloor Street West be declared as surplus and offered for sale by the City in accordance with the City's policy for the disposition of land.

**ATTACHMENT**

Attached as Schedule "A" is a drawing of the property, with civic 317 Bloor Street West shown as "Subject Property".

**BACKGROUND**

The Legal Department was contacted by Tova Arbus with a request to ascertain if the City's property at 317 Bloor Street West could be declared surplus. The request was circulated to various City departments for comments.

The Public Works and Transportation Department supports the subject property being declared surplus conditional upon the agreement that there shall be no access onto Lyons Avenue.

The Planning Department comments indicate that if the requestor is seeking to simply merge the subject property with the adjoining property (323 Bloor Street West), then Planning would have no concerns. The Planning Department comments also indicate that if the requestor wishes to develop the subject property for residential purposes separate from the adjoining property at 323 Bloor Street West, the City may wish to consider selling the property subject to no access onto Lyons Avenue.

The Building Department has no objections to declaring the property surplus and being made available for sale.

The Engineering Department comments indicate that Bell Canada will require an easement in order to protect the existing buried installations. Bell Canada requires a 3m wide strip to be measured 1.5m on either side of buried installations as can be accommodated.

The Sault Ste. Marie Region Conservation Authority advised that this property is not located in an area under the jurisdiction of the Conservation Authority with regard to the O. Reg. 176/06 for Development, Interference with Wetlands and Alterations to Shoreline and Watercourses. The Sault Ste. Marie Region Conservation Authority also noted that the subject property is not under consideration of the Drinking Water Source Protection Plan.

### **ANALYSIS**

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

### **FINANCIAL IMPLICATIONS**

If the City decides to dispose of the Subject Property, it would be consistent with the City's plan to dispose of surplus property. There would also be a tax benefit to the City.

### **STRATEGIC PLAN / POLICY IMPACT**

Not applicable.

### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

That City Council authorize the Legal Department to bring forward at an open Council meeting the necessary by-laws to declare the City owned property described as PIN 31579-0025 (LT) LT 36 BLK 4 PL 402 KORAH; SAULT STE. MARIE, being civic 317 Bloor Street West as surplus to the City's needs and to authorize the disposition of the said property.

Respectfully submitted,



Nuala Kenny

City Solicitor

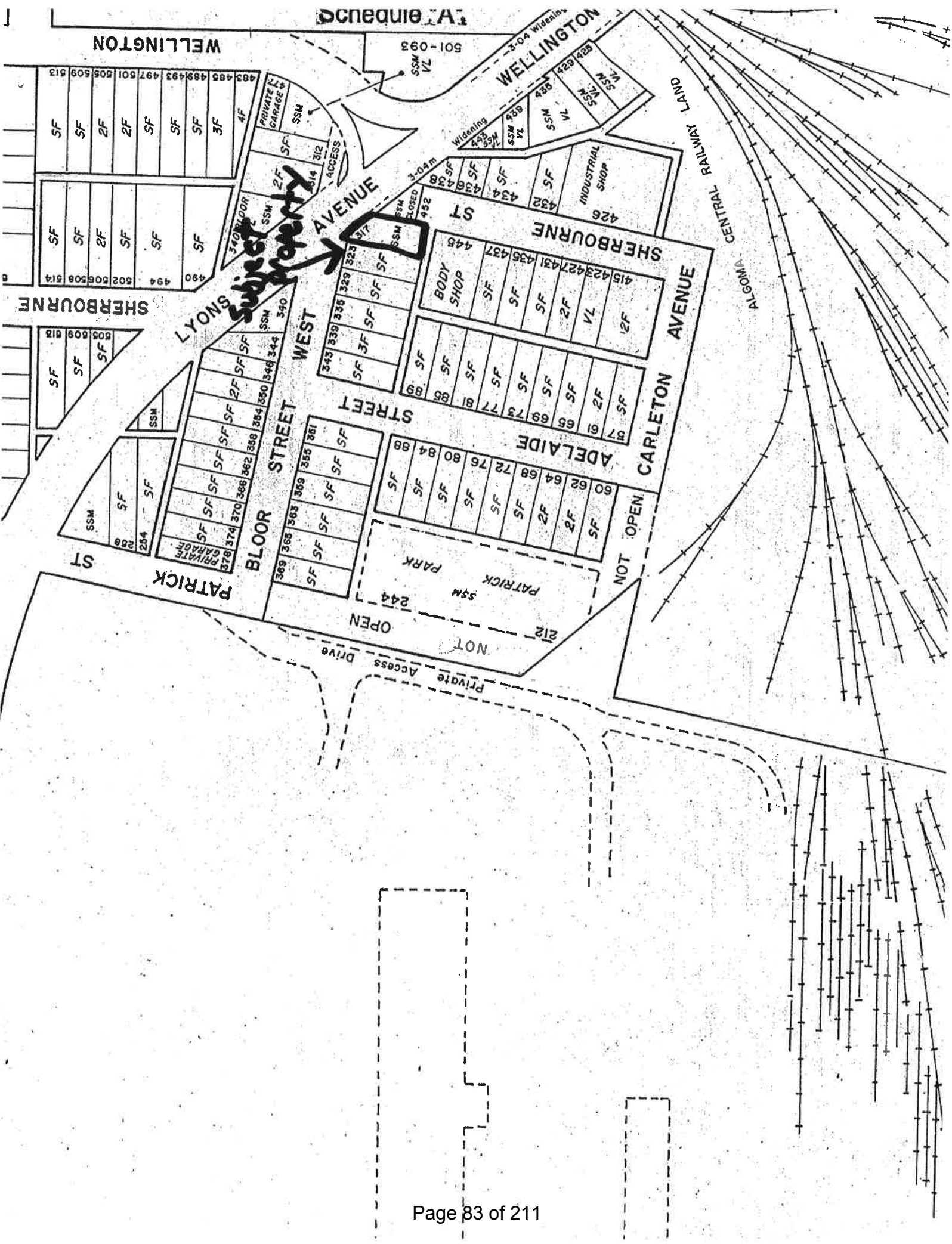
705-759-5407

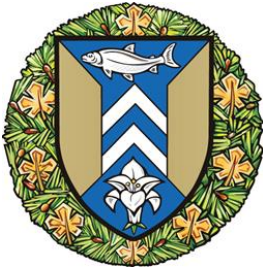
[nkenny@cityssm.on.ca](mailto:nkenny@cityssm.on.ca)

Attachment

NK/sp

sp\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL REPORTS\\2016\\Property Declared Surplus - 317 Bloor Street West.docx MAP 39





**The Corporation of the  
City of Sault Ste. Marie**

**COUNCIL REPORT**

July 18, 2016

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Meagan Dutchak, Student at Law

**DEPARTMENT:** Legal Department

**RE:** Licence to Occupy City Property Agreement for Reggie's West Ride for ARCH on August 20, 2016

---

**PURPOSE**

The purpose of this report is twofold:

- a) to request Council's approval of a Licence to Occupy City Property Agreement (the "Licence Agreement") between the City and Reggie's West (the "Licencee"), to permit the programming described below to take place on a portion of Korah Road on August 20, 2016 for the Reggie's West Ride for ARCH; and
- b) to request Council's approval of an exemption to the City's Noise By-law for activities related to the Event.

**BACKGROUND**

The Licencee contacted the City Legal Department to request permission to hold a Ride for ARCH event ("Event") on Korah Road from Wallace Terrace to Douglas Street ("City Property").

The Event will occur on August 20, 2016 and will consist of a congregation of motorcycles and riders before and after the "ride", a barbeque, a licenced Extended Patio Area of Reggie's West restaurant and live music (collectively referred to as "Programming"). The Extended Patio will comprise of the City Property and a parking lot opposite that is owned by the Licencee. The boundaries of the Extension will be established with the use of barricades erected on City Property by the Licencee.

Food preparation and service, alcohol service, additional seating, tents and live music will only be set up on this parking lot and not on City Property. City

Property will simply serve as an access way to the parking lot where the Programming is set to occur.

The Licencee has collaborated with City staff and the Alcohol and Gaming Commission of Ontario ("AGCO") to develop the Extended Patio Area's layout and dimensions.

The set-up for the Event will take place beginning at 12:00 p.m. Riders will congregate on City Property before the ride between the hours of 12:00 p.m. and 1:00 p.m., as well as after the ride at approximately 3:00 p.m. Live music is expected to commence between the hours of 2:00 p.m. and 3:00 p.m. and continue until the Event concludes at 11:00 p.m.. Food and beverages will be available for the duration of the Event. Clean up and removal of the Event from City Property will be completed by 11:00 p.m. on August 20, 2016.

#### **ANALYSIS**

The Event requires a Licence Agreement for insurance purposes and to confirm the agreement between the parties. The Licence Agreement confirms that the Licencee has permission to set up the barricades referenced previously and conduct the Programming, at its sole cost, expense and liability at the locations identified in Schedule "A" to the Licence Agreement. The Licence Agreement confirms the times for the Event, including set up and clean-up.

The Licence Agreement further contains indemnification clauses such that the Licencee shall be responsible for any costs, expenses and liabilities that in any way result from the Event. The Licence Agreement requires the Licencee to maintain insurance, while also naming the City as "Additional Insured".

The Licence Agreement further confirms that the Licencee operating the Extended Patio has full responsibility to ensure that it has met the liquor licence requirements to provide and serve alcohol at the Extended Patio Area. The Licencee is presently awaiting the AGCO's approval for same. The Licence Agreement requires the Licencee to provide written confirmation from the AGCO that it has approved the Extended Patio Area portion of the Event.

Furthermore, the Licence Agreement contains a provision that permits the City and/or Emergency Personnel to remove any portion or the entirety of the Event, including structures and Programming if, at the sole discretion of the City and/or Emergency Personnel, access to any portion of Korah Road is required for same.

Lastly, given the Event's festivities, the Licencee has prudently requested an exemption from the City's Noise By-law.

#### **FINANCIAL IMPLICATIONS**

There is no significant financial impact associated with this matter.

**STRATEGIC PLAN / POLICY IMPACT**

No impact on strategic plan.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

By-law 2016-116 authorizing the execution of the Licence to Occupy City Property Agreement appears elsewhere on the agenda and is recommended for approval; and

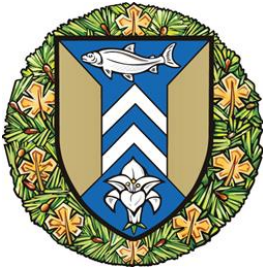
By-law 2016-115, being a by-law to amend Noise Control By-law 80-200 to exempt from the By-law the Downtown Street Party Event on August 20, 2016 also appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Meagan Dutchak  
Student at Law  
705.759.5400  
[m.dutchak@cityssm.on.ca](mailto:m.dutchak@cityssm.on.ca)

sp\\citydata\\LegalDept\\Legal\\Staff\\COUNCIL REPORTS\\2016\\Licence to Occupy City Proeprty Agreement  
for Reggie's West Ride for ARCH - August 20, 2016.docx



**The Corporation of the  
City of Sault Ste. Marie**

**COUNCIL REPORT**

July 18, 2016

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Jeffrey King, Solicitor/Prosecutor

**DEPARTMENT:** Legal Department

**RE:** Etienne Brule School Community Partnership Project

---

**PURPOSE**

The purpose of this report is to follow up on the Council Resolution moved by Councillor J. Krmpotich and seconded by Councillor S. Butland dated 2015 06 22:

“That the report of the Planning Director dated 2015 06 22 concerning Etienne Brule School Community Partnership Project be received and that City Council approve in principle the Etienne Brule School Community Partnership Project and

1. Request the Legal Department to prepare an appropriate agreement with the Algoma District School Board for those items identified as the City’s responsibility”

**BACKGROUND**

As Council is aware, the City of Sault Ste. Marie and the Algoma District School Board have been working on a Community Partnership project that would see a portion of the Hub Trail cross the Algoma District School Board’s property. Furthermore, the City has respectfully undertaken to surround this portion of the Hub Trail with a Playground, Orchard/Community Garden, Sugar Bush, and Basketball court, all located on property owned by the Algoma District School Board.

**ANALYSIS**

In order to formalize the items for which the City would be responsible an Agreement was prepared. The City is responsible the Hub Trail, a Playground, an Orchard/Community Garden, a Sugar Bush, and Basketball court.

**FINANCIAL IMPLICATIONS**

Not applicable.

**STRATEGIC PLAN / POLICY IMPACT**

Not applicable.

**RECOMMENDATION**

It is therefore recommended that Council take the following action:

By-law 2016-118 which appears elsewhere on the agenda, identifies the items that the City of Sault Ste. Marie is responsible for with respect to the Community Partnership Project and is recommended for your approval.

Respectfully submitted,

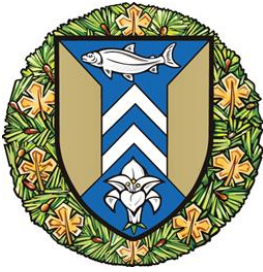


Jeffrey King

Solicitor/Prosecutor

705.759-2662

[j.king3@cityssm.on.ca](mailto:j.king3@cityssm.on.ca)



The Corporation of the  
City of Sault Ste. Marie

## COUNCIL REPORT

July 18, 2016

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Susan Hamilton Beach, P. Eng., Deputy Commissioner

**DEPARTMENT:** Public Works and Transportation Department

**RE:** Relocation of Transit Operations – Engineering Agreement

---

### **PURPOSE**

The purpose of this report is to recommend that Council authorize an engineering agreement with Tulloch Engineering Inc. for the feasibility study of the relocation of Transit operations and garage.

### **BACKGROUND**

At 2016 06 27 meeting, Council gave approval to enter into an agreement with Tulloch Engineering Inc. for a Municipal Class Environmental Assessment to assess the feasibility of the relocation of Transit operations and garage to the PWT site.

### **ANALYSIS**

It is routine procedure for Staff to seek Council's approval to authorize agreements for engineering services.

The funding for this study has been identified in the 2016 budget.

### **FINANCIAL IMPLICATIONS**

The impact to the budget is the engineering fee estimate for this project which is \$190,590 (upset limit) before HST.

### **STRATEGIC PLAN / POLICY IMPACT**

This Transit feasibility study for the relocation of their operations and garage is included in the Corporate Strategic Plan under Asset Management as it will allow the best possible decisions and future planning for this area.

**RECOMMENDATION**

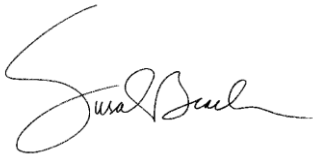
It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy Commissioner of Public Works and Transportation dated 2016 07 18 be accepted and that Council authorize entering into agreement for engineering services with Tulloch Engineering Inc.

Bylaw 2016-119 authorizing the execution of the agreement can be found elsewhere on this evening's agenda.

Respectfully submitted,

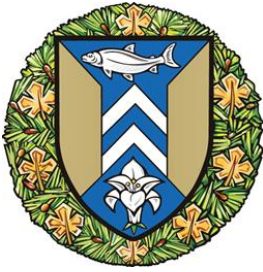
Recommended for approval



Susan Hamilton Beach  
Deputy Commissioner  
Public Works & Transportation  
/attach



Larry Girardi  
Deputy CAO  
Public Works & Transportation



**The Corporation of the  
City of Sault Ste. Marie**

**COUNCIL REPORT**

July 18, 2016

**TO:** Mayor Christian Provenzano and Members of City Council

**AUTHOR:** Peter Tonazzo, RPP, Planner

**DEPARTMENT:** Engineering and Planning Department

**RE:** A-10-16-Z – Edgar and May Adshead - 235 Dacey Road

---

**PURPOSE**

The applicants are seeking Council's approval to permit a semi-detached dwelling, duplex dwelling and a single detached dwelling (total of five (5) dwelling units) on the subject property.

**PROPOSED CHANGE**

The applicants, Edgar and May Adshead are requesting Council's approval to rezone the subject property from "R2" (Single Detached Residential Zone) to "R3" (Low Density Residential Zone with a Special Exception) to permit a semi-detached dwelling, duplex dwelling and a single detached dwelling to be located on the same lot.

**Subject Property:**

- Location – The subject property is located on the southwest side of Dacey Road, approximately 61m (200') south of its intersection with Chambers Avenue, civic no. 235 Dacey Road
- Size – 34.7m frontage by 71.6m depth (114'x235') totalling 0.25ha (0.6 acres)
- Present Use – Single Detached Residential
- Owner – Edgar and May Adshead

**BACKGROUND**

There are no previous applications on the subject property.

**ANALYSIS**

**Conformity with the Official Plan (OP)**

The subject property is designated Residential on Land Use Schedule 'C' of the Official Plan. The following Residential policies apply to this application:

- R.1 A mixture of housing types and diversity of ownership and tenure forms shall be encouraged in new development.
- R.2 Low and high density development should be integrated and compatible in density, height and building setbacks. Generally, high density development shall be restricted to major arterial streets and areas abutting the downtown core.
- R3. Medium density residential dwellings may be integrated into low density areas subject to rezoning.

The aforementioned policies provide a framework which supports integrated neighbourhoods, with a range of housing types to support a variety of people at different stages in their life. It is Planning staff's opinion that the proposed development adheres to the Residential Policies and an Official Plan Amendment is not required.

### **Comments**

The applicant is proposing to develop a total of five (5) dwelling units, resulting in a development density of twenty (20) units/ha (eight (8) units/acre). Under the local context, this is a low to medium density residential development. The proposed mix of single detached, semi-detached and duplex dwellings will be located in three (3) single storey buildings.

A review of the applicant's preliminary site plan attached, indicates that the required "R3" (Low Density Residential Zone) building regulations will be adhered to, with the exception of the southeast interior side yard adjacent to the proposed semi-detached dwellings. A setback reduction from 3m to 1.8m is required. The reduced setback is required to maintain adequate space for parking and landscaping in front of the proposed dwellings. This yard faces a landscaped area adjacent to a driveway, and the reduction will not impact the adjacent property.

A relatively large consolidated outdoor amenity area will be retained at the rear of the property, complete with a pond, sitting area and gazebo. The applicant, an avid landscaper and gardener, plans to have garden plots available for tenants.

At first glance this proposal may appear 'piecemeal' however it is actually quite a novel plan. Locally, there are few mixed residential developments of this nature.

The surrounding area is characterized as mixed residential, with Constellation Housing Co-op abutting the property to the southeast and southwest. The Co-op consists of forty (40) one (1) and two (2)-storey townhouse units. Terry Fox Place, a series of three (3)-storey apartment buildings is located nearby, and the recently registered East Side Subdivision is located across the street, consisting

of sixty (60) single storey townhouse units currently under construction. The remainder of the surrounding area is single detached residential.

The proposed development is compatible with the surrounding area, in terms of height, density, building setbacks and character.

In addition to requesting a rezoning to the “R3” zone, which permits among other things, single, semi and duplex dwellings, the applicant is also seeking a special exception to allow each dwelling type to be located on one contiguous property. In this particular case the property will be developed to function as one integrated site, with common services, access and outdoor amenity area. Such an arrangement is no different than a number of developments consisting of various blocks of townhouses or apartments. The applicant is aware that a future severance may be difficult for staff to support, given the proposed arrangement of the site.

### **Consultation**

The following departments/agencies commented on the application as part of the consultation process:

- See attached letters – Engineering Department., Building Division
- No objections/comments – Municipal Heritage Committee, PWT, PUC Services, Fire Services, Conservation Authority

Correspondence from the Engineering Division indicates the need for drainage and servicing plans. It is also anticipated that a sanitary manhole will be required at the property line to delineate between private and publicly maintained sanitary services. Engineering also recommends the property be deemed subject to Site Plan Control, to ensure the above noted requirements are met prior to development.

Building Division notes the proposed development may require upgrades to existing site services due to the number of dwelling units proposed.

Up to the drafting of this report, there have been no comments received from neighbours who were provided notice of this application.

### **FINANCIAL IMPLICATIONS**

Approval of this application will not impact municipal finances.

### **STRATEGIC PLAN / POLICY IMPACT**

It is recognized that residential intensification and infill developments of this nature take full advantage of existing trunk services, which is fiscally responsible and a best practice that ensures best value in service delivery.

### **SUMMARY**

This application represents an appropriate infill residential intensification opportunity. The site is large enough to support the proposed dwellings, with ample space for on-site parking and outdoor amenity areas. The proposed development is compatible with the surrounding area in terms of setbacks, height and density.

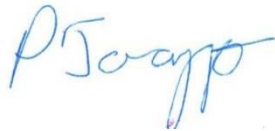
### **RECOMMENDATION**

It is therefore recommended that Council take the following action:

Resolved that the Report dated 2016 07 18 concerning Rezoning Application A-10-16-Z be received and that Council rezone the subject property from “R2” (Single Detached Residential Zone) to “R3” (Low Density Residential Zone) subject to the following special provisions:

1. That a semi-detached dwelling, duplex dwelling and single detached dwelling be permitted to be located upon the same lot.
2. That the interior side yard requirement along the south east lot line be reduced from 3m to 1.8m.
3. That the property be deemed subject to Site Plan Control, pursuant to Section 41 of the Planning Act.

Respectfully submitted,



Peter Tonazzo, RPP  
Planner

705.759.2780

[p.tonazzo@cityssm.on.ca](mailto:p.tonazzo@cityssm.on.ca)

PT/ps

Attachment(s)

# R3 ZONE APPLICATION

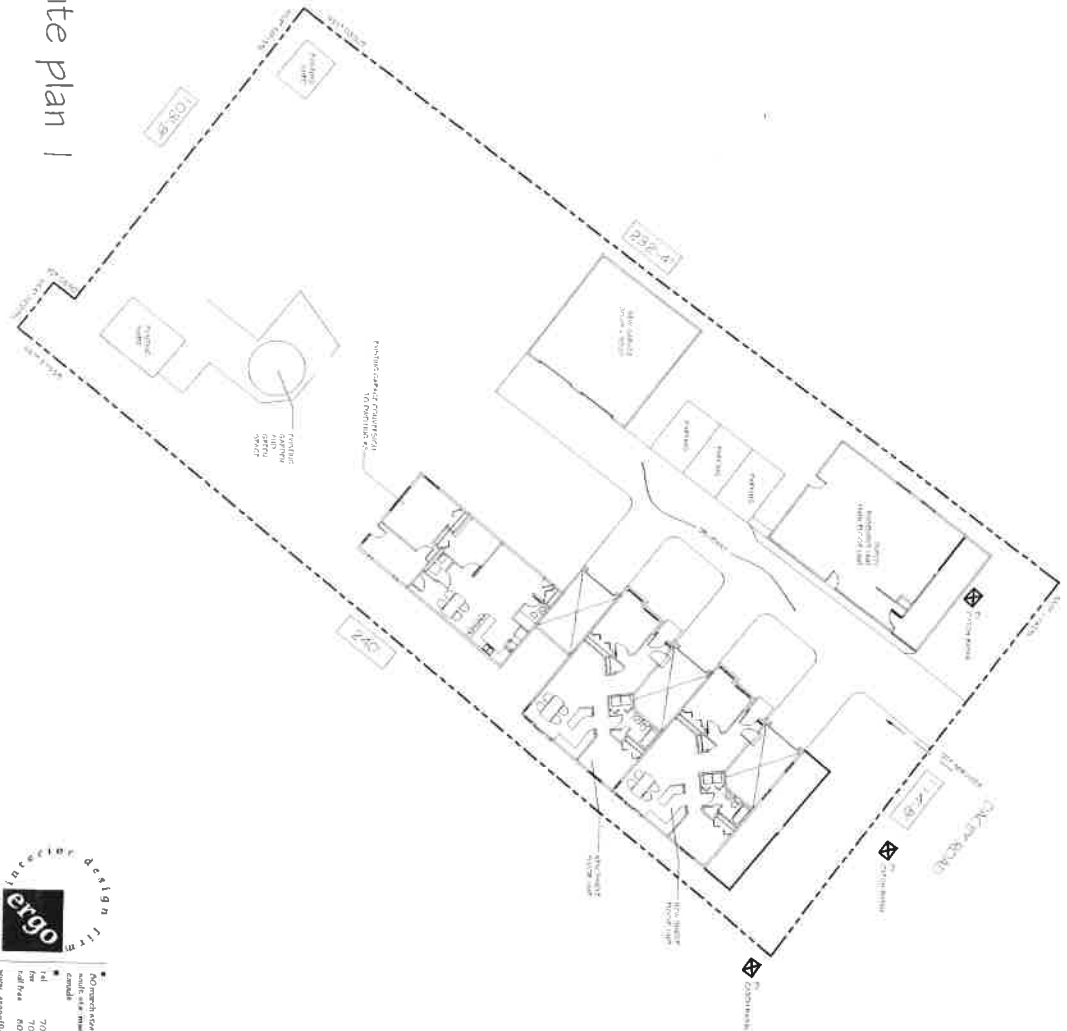
## SETBACKS

SE LOT LINE - 1.8 meters  
NE LOT LINE - 7.5 meters  
SW LOT LINE - 26 meters  
NW LOT LINE - 1.2 meters

235 DACEY ROAD  
SAULT STE MARIE, ON PCA 5/8  
PART OF LOT 7 - PLAN H-7/15

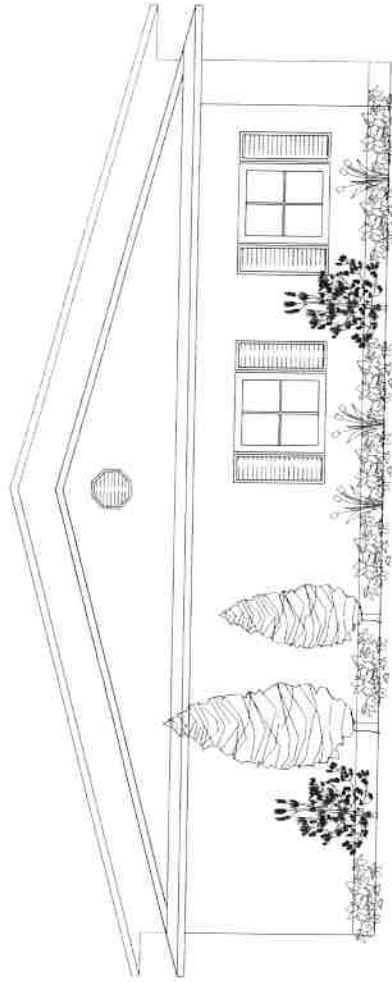
# ADSHEAD RESIDENCE - site plan 1

SCALE: 1/32" = 1'-0"  
1 June 2016



**ergo**  
interior design  
office plans

2705 842 8584  
705 842 8584  
705 842 8584  
2005 852 8574  
www.ergoofficeplans.com



R3 ZONE APPLICATION

235 DACEY ROAD  
SAULT STE MARIE, ON P6A 5J8  
PART OF LOT 7 - PLAN H-715



ADSHEAD RESIDENCE - Elevation from Dacey Road

SCALE: 1/4" = 1'-0"  
1 June 2016

Jerry D. Dolcetti, RPP  
Commissioner

Daniel Perri, P.Eng.  
Municipal Services Engineer



ENGINEERING & PLANNING  
DEPARTMENT

Engineering & Construction Division

2016 06 13

Our File: A-10-16-Z

MEMO TO: Donald B. McConnell, MCIP, RPP  
Planning Director

RE: **A-10-16-Z – 235 DACEY ROAD**  
**REQUEST FOR AN AMENDMENT TO THE ZONING BY-LAW**

The Engineering and Construction Division has reviewed the above noted application and provides the following:

- A lot grading and drainage plan must be completed by a Lot Grading Professional, to ensure that drainage is dealt with appropriately. Lot Grading Professionals must be a Professional Engineer (civil), Architect, or Ontario Land Surveyor, experienced in lot grading design;
- A servicing plan showing proposed sanitary and water services is required;
- A sanitary manhole is required at the property line, which will delineate privately maintained sanitary services and City maintained sanitary services; and
- It is recommended that the Development be subject to Site Plan Control to ensure the above requirements are met.

Yours truly,

Daniel Perri, P.Eng.  
Municipal Services Engineer

c: Jerry Dolcetti, Commissioner, Engineering & Planning  
Susan Hamilton Beach, P. Eng., Deputy Commissioner, PWT  
Pat Schinners, Planning

F:\ENGINEERING DATA\REZONING\Dacey Road - Civic 235 - A-10-16-Z 2016 06 13.docx

The Corporation of the City of Sault Ste. Marie  
P.O. Box 580 ~ 99 Foster Drive ~ Sault Ste. Marie, ON P6A 5N1  
Telephone: (705) 759-5385 ~ Fax: (705) 541-7165  
[www.cityssm.on.ca](http://www.cityssm.on.ca) ~ [d.perri@cityssm.on.ca](mailto:d.perri@cityssm.on.ca)



## **REZONING APPLICATION A-10-16-Z**

### **BUILDING DIVISION COMMENTS**

**SUBJECT:** Construction of new semi-detached dwelling, conversion of garage to dwelling unit, and relocation of existing building to be converted to duplex from single family dwelling

**ADDRESS:** 235 DACEY ROAD

**Date:** 2016-06-20

**To:** PLANNING DEPARTMENT: Don McConnell

**From:** BUILDING DIVISION: Gary Schryer

#### **BUILDING DIVISION COMMENT:**

##### **Data**

- Existing Zone = R2 - Single Detached Residential Zone
- Site is not regulated by Development Control
- Site is not under the jurisdiction of the Sault Ste. Marie Region Conservation Authority

##### **Setback Review**

- Front yard – 7.5 meters required, 7.5 meters proposed
- Interior side yard – 1.2 meters required on one side and 3.0 meters required on the other side, 1.2 meters proposed on the north west lot line and 1.8 meters proposed on the south east lot line
- Exterior side yard – not applicable
- Rear yard – 10 meters required, 28 meters proposed

##### **Development Coverage**

- Lot Area : 2,387.6 square meters
- Total Building Area unknown
- Maximum Lot Coverage 40%
- Proposed Lot Coverage unknown

##### **Parking**

- Based on section 5.7 of By-Law 2005-150 1.25 spaces are required per dwelling unit. In this case a total of 5 dwellings are proposed and therefore a total of 6 parking spaces will be required. The proposed plan appears to indicate 3 attached garages with 3 additional spaces to be located behind the proposed duplex. This arrangement would meet the requirements for parking.

##### **Barrier Free Parking**

- It does not appear that barrier free dwellings are proposed as part of this development and as such barrier free parking will not be required.

**Comment**

- Proposed development will require upgrading to the existing site services due to the number of dwelling units
- The building division has no objection to the proposed rezoning.



# 2012 ORTHO PHOTO

## Planning Application A-10-16-Z

### 235 DACEY ROAD



METRIL SCALE  
1 : 2200

ROLL NUMBER  
010-052-005-00

MAP NUMBERS  
33 & 1-36

MAIL LABEL ID  
A-10-16-Z

## Legend



Subject Property = 235 Dacey Road



# EXISTING ZONING MAP

Planning Application A-10-16-Z  
235 DACEY ROAD



METRIL SCALE  
1 : 2200

ROLL NUMBER  
010-052-005-00

MAP NUMBERS  
33 & 1-36

MAIL LABEL ID  
A-10-16-Z

## Legend

 Subject Property = 235 Dacey Road

 R2 - Single Detached Residential Zone; R2hp

 R3 - Low Density Residential Zone

 R4 - Medium Density Residential Zone

 C4 - General Commercial Zone

 I - Institutional Zone

Page 10 of 211  
Special Exception Zoning



# SUBJECT PROPERTY MAP

## Planning Application A-10-16-Z

### 235 DACEY ROAD



METRIAL SCALE  
1 : 2200

ROLL NUMBER  
010-052-005-00

MAP NUMBERS  
33 & 1-36

MAIL LABEL ID  
A-10-16-Z

## Legend



Subject Property = 235 Dacey Road

When a person is exiting from the side of the building onto East Street there are 3 parking meters, which are usually always occupied. Because of this it's impossible to see cars coming down East Street, which creates a dangerous situation.

I am asking City Hall to remove one meter, which is situated in front of Gary's Repair Appliance Shop and put in a No Parking sign there.

If you are agreeable, would you kindly sign below.

Gia Marshall 676 BAY

Joe Wilson 676 Bay St.

Susan Wilson 676 Bay St

ADRIENNE DU220 676 BAY St

Ron DU220 " " "

Bob Simpson 676 Bay ST.

Cathy Simpson " " "

Dennis Shadman 676 Bay Street

Ross Harrison 676 BAY ST.

Lee Brewster 676 " "

Mike Currie 676 Bay ST

Cathy Currie " " "

Jane Shames " " "

Marlene Hayes-Sheen " (Lorie)

Norma Lutes " "

Jaqueline Reader 676, BAY ST

Oliver " "

ADRIENNE ETHEN 676 BAY ST.

Tom & Cheryl Lurie 676 Bay St

ERNEST ALEXANDRE 676 Bay St

ROBERT BOOTH 676 Bay St.

Gino Fera 676 BAY ST.

Ester Fera 676 BAY ST.

John Hosen 676 BAY ST

Dore & Mary LEITHBRIDGE 676 Bay St. East.  
M. Gilson 676 Bay  
Samuel Burkhardt 676 Bay St. E.  
Wendy Burkhardt 676 Bay St



**Canadian  
Manufacturers &  
Exporters**

**Manufacturiers et  
Exportateurs du  
Canada**

Ottawa, July 7, 2016

Via email (s.butland@cityssm.on.ca)

40 Angelina Avenue  
Sault Ste. Marie, ON  
P6A 4C6

Dear Councillor Butland:

I am writing today to urge the City of Sault Ste. Marie to adopt a resolution calling on municipal, provincial and federal governments to adopt a reciprocity policy with respect to infrastructure-related government procurements. As you know, most infrastructure projects involve products and structures made out of steel and iron, and many steel manufacturers have production facilities in the region of Sault Ste. Marie.

Adopting a policy of trade "reciprocity" in municipal procurement would give local governments a great opportunity to fix the blatant unfairness created by rising "Buy American" measures imposed on Canadian manufacturers and exporters and thereby forcing delocalization of jobs and industrial activities south of the border. As you know, Buy American policies oblige all U.S. State and municipal governments to impose strict domestic content requirements for all iron and steel products used for infrastructure projects funded by the federal government.

The net result of this unlevel playing field is as follows: less than ten years ago, Canada had a positive trade balance in global steel trade. Today, Canada imports twice as much steel products than it exports. This cannot be right. It is the consequence of trade barriers imposed to our manufacturers in other countries, combined with the lack of strategic procurement policies to support the use of Canadian steel products for infrastructure projects funded by Canadian taxpayers.

**1 Nicholas Street, Suite 1500/1 rue Nicholas, bureau 1500, Ottawa, ON K1N 7B7**  
**T 613 F 613-563-9218**

Leadership makes the

Le leadership qui fait la



The concept of "reciprocity" would allow a Canadian municipality or any other level of government to reserve the right to buy steel products from those companies located in countries that also who allow products made in Canada to be purchased for foreign infrastructure projects. Those who restrict products from Canada would be subjected to reciprocal treatment until they open their respective markets. Our organization strongly believes that reciprocity of treatment if a necessary condition to achieve fair and open free trade between countries.

In 2014, a number of Ontario municipalities passed similar resolutions calling on all governments to work together and stand up against Buy American policies. CME is strongly supportive of these resolution, and we are confident that the City of Sault Ste. Marie will also stand up to defend manufacturers affected by the rise of Buy American policies.

Thank you very much for considering our request. We look forward to working with you and your colleagues in making sure that trade is free, fair and reciprocal.

With best regards,

Jayson Myers  
President and CEO  
Canadian Manufacturers & Exporters



\$1 Billion Capital Investment Bill - The Minnesota Legislature passed the \$1 billion Capital Investment Bill (HF 2490) which includes a Buy America component that requires a public entity receiving funds under the bill to use American-made steel. The bill also has a stand-alone Buy America provision for the Iron Range Regional Airport project which requires the use of American-made steel.

The Minnesota \$1 Billion Capital Investment Bill may be found at:

[https://www.revisor.mn.gov/bills/text.php?version=latest&session=ls88&session\\_number=0&session\\_year=2014&number=hf2490](https://www.revisor.mn.gov/bills/text.php?version=latest&session=ls88&session_number=0&session_year=2014&number=hf2490)

New York State Buy American Act – This bill was introduced on May 6, 2014 (A09521). The Senate version, S07206, will be voted on by the Finance Committee in the coming weeks. The bill aims to harmonize New York procurement statutes with those already in effect when New York has to execute programs funded by federal grants with Buy America restrictions attached. The bill will use the definitions in place under the U.S. Department of Transportation: all iron and steel must be 100% made in the U.S.; in terms of manufactured products, all manufacturing processes take place in the U.S. and more than 60% of the components of the good are of domestic origin.

The New York State Buy American Act may be found at:

<http://open.nysenate.gov/legislation/bill/S7206-2013>

Massachusetts Buy America – Senate Bill S2094 was introduced in April and is currently with the Senate Ways and Means Committee. The bill would establish a preference for products made in the U.S. for purchases made by State Agencies provided that domestic products do not increase the costs by more than 10 percent. For iron and steel, all manufacturing processes must take place in the U.S. and for manufactured products, all manufacturing processes must take place in the U.S. and all components must be of U.S. origin. The bill could contravene Massachusetts' WTO-GPA commitments.

Massachusetts Senate Bill S2094 may be found at:

<https://malegislature.gov/Bills/188/Senate/S2094/History>

New Jersey Buy America – In March, Bill S1811 was introduced in the New Jersey Senate. The bill requires use of goods made in the U.S. for State contracts and requires businesses that receive State contracts or economic development assistance to disclose job exportation information. New Jersey is not a signatory to the WTO-GPA. New Jersey currently has a requirement for the use of American-made products for all public works projects. The bill being considered would expand the American-made requirement for nearly every business that may contract with the state, including state agencies, municipalities and public educational institutions.



**Annex: List of recent U.S. national and sub-national legislations with local content requirements (Buy American)**

Water Infrastructure – Both Houses of the U.S. Congress have passed the Water Resources Reform and Development Act (WRRDA H.R. 3080). The bill includes a Water Infrastructure Finance and Innovation Act (WIFIA) that contains Buy America restrictions on iron and steel products. The bill is now with the President for his signature.

The WIFIA is a five-year pilot program designed to finance large water infrastructure projects. Under the program, the U.S. Environmental Protection Agency (EPA) and Army Corps of Engineers (COE) would each be authorized to provide up to \$50 million annually to support eligible projects, with the option also to jointly fund certain projects such as reservoirs. The WIFIA is expected to provide long-term Treasury bond rates at 35 year payback periods (with a 5 year deferral of the first payback), thus likely lowering the cost of capital for borrowers. The loans are guarantees against default and are expected to allow leveraging of 33:1, so that a US\$50 million default reserve will support a US\$1.65 billion project.

The Buy America language mirrors the provision included in the Consolidated Appropriations Act of January 2014 which included Buy America provisions for the water/wastewater sector. The WRRDA also makes the Buy America restrictions in the Consolidated Appropriations Act with respect to the EPA's Clean Water State Revolving Funds permanent; when the Consolidated Appropriations Act passed, the Buy America restrictions had been limited to FY 2014.

The WRRDA text may be found at: <http://thomas.loc.gov/cgi-bin/query/D?c113:6:./temp/~c1136ahivp::>

The Buy America requirements in the Consolidated Appropriations Act 2014 may be found on page 847 (section 436):  
<http://docs.house.gov/billsthisweek/20140113/CPRT-113-HPRT-RU00-h3547-hamdt2samdt.xml.pdf>

Grow America Act – Section 3006 of the U.S. Department of Transportation's *Generating Renewal, Opportunity, and Work with Accelerated Mobility, Efficiency, and Rebuilding of Infrastructure and Communities throughout America Act* or the "GROW AMERICA ACT" will increase the Buy America domestic content provisions for manufacturing rolling stock components and subcomponents to 100 percent, up from the current 60 percent by 2019. The bill, proposed by the Administration, has yet to be tabled in Congress.

The Grow America Act may be found at:  
[http://www.dot.gov/sites/dot.gov/files/docs/DOT\\_surface\\_reauth-FINAL.pdf](http://www.dot.gov/sites/dot.gov/files/docs/DOT_surface_reauth-FINAL.pdf)

## BILATERAL TRADE

# Washington plays hardball with a softwood bat

**CARL GRENIER**

*Led the Free Trade Lumber Council from 1999 to 2006. He now teaches at the University of Laval and l'École nationale d'administration publique.*

**S**urprises are always possible, but as things stand now, Canada and the United States are not entering a new softwood-lumber agreement any time soon.

Last March, the President and the Prime Minister agreed to try, but the United States will negotiate only what its industry wants, and its industry wants nothing but a hard-cap quota controlling the supply of Canadian lumber available in the U.S. market. Canada, for its part, will negotiate only what British Columbia wants, and British Columbia does not want a strict quota.

Canada characterizes everything that does not encompass "optionality" – the flexibility to restrain trade by export tax or quota – as "other important issues," such as recognition of stumpage reform consistent with historic U.S. demands. The United States characterizes everything that is not a quota as "off the table."

The United States threatens, as playground bullies always do, to beat up Canada through a petition, investigation and imposition of duties, if Canada will not succumb to the U.S. idea of a "compromise." Canada, as the meek and weak always do, promises each time the two sides meet

to give away more than before just to avoid a beating. Canada openly says that almost anything would be better than a beating, and it is prepared to negotiate everything – especially an ever-diminishing market share – provided the primary B.C. demand is met.

The U.S. strategy over the past 34 years has always been the same: petition, probe, protect, produce, bleed and settle. File a petition; let the Department of Commerce probe and "find" subsidies; let the Department of Commerce protect the domestic industry by imposing temporary tariffs at high rates that bleed Canadian companies of their profits; agree to discuss a "settlement" that will shrink the supply of lumber in the U.S. market by imposing restraints on Canadian trade once Canadians are persuaded they cannot stand the pain of the investigation and tariffs any longer.

The last time around, the Americans enjoyed a special bonus, a \$1-billion gift of Canadian industry money promised and delivered to the U.S. government and industry by former prime minister Stephen Harper's government. That largesse whetted appetites. The U.S. industry surely wants another deal with a payoff, so Canada already has made an offer of cash to promote the use of wood in the United States, presumably replacing American expenditures for R&D and advertising.

Canada never seems to answer the bully's threats in this dispute.

Instead of warning that there will never again be a cash payout, Canada is offering money before being asked. Instead of warning that the government of Canada will help its industry when under assault, at least providing it credit when the United States begins, yet again, to confiscate and hold Canadian industry money unlawfully, Canada says it will take almost any deal as its way of protecting its industry from bleeding on the legal battlefield. And while the U.S. government bears most of the legal expense against Canada, Canada recommends that its industry get its own lawyers to defend themselves with no help from the government to pay them.

Canada could communicate to the United States that it is not worth its while to litigate – that the United States has lost every time it has litigated against Canada in the long softwood-lumber dispute, and that Canada will not permit its industry to be worn down again, out of money to pay lawyers and out of cash to keep operating.

Instead, Canada exudes weakness. Last week, Canada sent to Washington its assistant deputy minister and lead trade negotiator, then its Trade Minister, begging the bully to kick but not shoot. It's no way to act on a playground, and no way to conduct international trade. Predictably, they got nothing. The U.S. industry probably is enjoying the spectacle while waiting for yet a better deal.

July 9, 2016

Via email (s.butland@cityssm.on.ca)

40 Angelina Avenue  
Sault Ste. Marie, ON  
P6A 4C6

Dear Councillor Butland:

I am writing today to urge the City of Sault Ste. Marie to adopt a resolution calling on municipal, provincial and federal governments to enact a reciprocity policy with respect to infrastructure-related government procurements. We not only urge you to do this, but we urge the City of Sault Ste. Marie to pass and implement reciprocal procurement immediately for all their procurement. Cities need to stand up and fight for their local and Canadian industries.

Currently we have a condition of procurement unfairness where companies from around the world can import and supply products into Canada freely, however our industries cannot supply the same products into their countries. Our governments are giving equal consideration to these countries for Canadian infrastructure procurement as they do for Canadian companies. This is clearly unfair. Governments at all levels, and this includes municipal, need to stand up for their industries to given them a fighting chance. Allowing markets to be one sided is your responsibility and your failure if it is not fixed.

As you know the majority of infrastructure spend in Canada is at the municipal and provincial levels. You have the power to impact new trade discussions between Canada and the rest of the world by your procurement policies. This action is not retaliatory but proactive. It levels the playing field, makes procurement fair, and encourages all levels of government on both sides to sit down to negotiate fair trade agreements (open doors). You just have to look south of the board to see the effectiveness of Buy America and the one sided effect this has. If we let this continue, and if Canadian governments continue to procure from regions around the world that clearly discriminate against Canadian companies, you will see our steel construction industry (and many other industries) minimized, become uncompetitive globally and eventually die out.

Canadian companies will not spend money on capital expenditures to become more globally efficient if they don't see governments on their side. They will move their business to countries where governments stand strongly beside them to fight against trade cheating, dumping, and unfair trade practices. This creates an environment of team and a climate of investment security. The end result is employment, economic spin offs, exports, and tax revenue.

One of the biggest issues I see in governments today is the lack of knowledge on trade, trade rules, trade obligations, and how to sell different procurement models to their constituents. Trade policies are not just the realm of the federal government but the responsibility of municipal and provincial governments too. Municipal governments need to contract trade experts periodically to educate and craft future trade and procurement policies that will better place your industries in this new global marketplace.

Thank you very much for considering our request. We look forward to working with you and your colleagues in making sure that trade is free, fair and reciprocal.

With best regards,

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

Edward Whalen, P.Eng.  
President & CEO  
(905) 604-3231 x109

July 8, 2016

Via email (s.butland@cityssm.on.ca)

40 Angelina Avenue  
Sault Ste. Marie, ON  
P6A 4C6

Dear Councillor Butland,

On behalf of Hayward Gordon and its 90 employees, I would like to express my strong support for your efforts to urge the City of Sault Ste. Marie to adopt a resolution calling on municipal, provincial and federal governments to adopt a reciprocity (fair trade) policy with respect to infrastructure-related government procurements.

The "fair trade" policy adopted by the Town of Halton Hills in 2009 (followed by many other towns and municipalities) and the subsequent successful effort in raising this issue to a national level at the Federation of Canadian Municipalities was a major contributing factor to a temporary trade agreement between Canada and the United States in 2010. Following up on these efforts, a number of Ontario municipalities passed similar resolutions in subsequent years calling on all governments to work together and stand up against Buy American policies.

However, since 2010, there continues to be "Buy America" restrictions inserted into government procurement legislation relating to suppliers of goods on infrastructure projects. While some progress has been made in some areas (in part due to the past actions taken by cities and municipalities such as yours) the restrictions have actually become worse in others. By preventing our companies from competing for contracts in the United States, a considerable loss is being inflicted on Canada's economy and Canadian employers. At the same time, American companies are free to bid on Canadian contracts at the Federal, Provincial, and Municipal levels.

This is not fair and it is not fair trade.

Thank you once again from all of us at Hayward Gordon for voicing your objection to one-way trade and your support for keeping markets open to Canadian exporters.

Very truly yours,  
HAYWARD GORDON ULC



John Hayward, P.Eng.

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

### **BY-LAW 2016-107**

**SOCIAL SERVICES:** (S3.1) A by-law to accept the authority from the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) to act, manage and sign as the “Welfare Administrator” for purposes of delivering the Homemakers and Nursing Services Program within the city of Sault Ste. Marie to eligible residents of the community.

**WHEREAS** the City of Sault Ste. Marie (the City) has contributed municipal funding to ensure services and supports through the Homemakers and Nursing Services program have been available to residents of the city since 2013;

**AND WHEREAS** the City’s Social Services Commissioner was responsible to ensure the program was delivered and administered in accordance with the Homemakers and Nursing Services Act (HNSA) and all applicable regulations and policies;

**AND WHEREAS** under the HNSA the “Welfare Administrator” must sign and submit all financial claims for reimbursement from the Ministry of Health and Long-Term Care (MOHLTC);

**AND WHEREAS** the DSSMSSAB will not have the legal authority to deliver the program and submit claims to the MOHLTC on September 25, 2016 and beyond;

**AND WHEREAS** the City has advised the DSSMSSAB’s Chief Administrative Officer of their desire to continue to offer the program and its services past September 25, 2016 in strict accordance to all applicable Acts, Regulations and Policy;

**AND WHEREAS** the MOHLTC has advised the DSSMSSAB’s CAO in writing that the authority and responsibility for the program can be transferred to the City by way of board resolution;

**THEREFORE BE IT RESOLVED** that the City accepts the responsibility from the DSSMSSAB, to act, manage and sign as the “Welfare Administrator” for purposes of delivering the Homemakers and Nursing Services Program within the city of Sault Ste. Marie to eligible residents of the community,

**FURTHER BE IT RESOLVED** that by transferring said authority and responsibility the DSSMSSAB accepts no responsibility; legal, financial or authority, for the Homemakers and Nursing Services program within the city of Sault Ste. Marie’s city limits,

**FURTHER BE IT RESOLVED** that upon acceptance of the authority and responsibility, the City agrees to deliver and manage the Homemakers and Nursing Services program in strict accordance to all applicable Acts, Regulations and Policies,

**FINALLY BE IT RESOLVED** that the authority and responsibility given to the City through this resolution is not infinite and can be revoked by the DSSMSSAB at any time.

NOW THEREFORE The Council of The Corporation of the City of Sault Ste. Marie, pursuant to section 8(1) of the *Municipal Act, 2001*, S.O. 2001, c.2. 25, ENACTS as follows:

1. The City hereby accepts the duties and obligations conferred on it by the DSSAB and as setout herein.

2. **EFFECTIVE DATE**

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

**PASSED** in open Council this 18<sup>th</sup> day of July, 2016.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2016-108

**ZONING:** A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 992 Old Goulais Bay Road (Cormier).

**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. **992 OLD GOULAIS BAY ROAD; LOCATED ON THE EAST SIDE OF OLD GOULAIS BAY ROAD, APPROXIMATELY 736M NORTH OF ITS INTERSECTION WITH FIFTH LINE EAST; CHANGE FROM REX TO REX.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 504 & 2-61 of Schedule "A" to By-law 2005-150, is changed from REX (Rural Aggregate Extraction) zone to REX.S (Rural Aggregate Extraction) 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(363) and heading as follows:

**"2(363) 992 OLD GOULAIS BAY ROAD**

Despite the provisions of By-law 2005-150, the zone designation on the lands located on the east side of Old Goulais Bay Road, approximately 736m north of its intersection with Fifth Line East and having civic no. 992 Old Goulais Bay Road and outlined and marked "Subject Property" on the map attached as Schedule 363 hereto is changed from REX (Rural Aggregate Extraction) zone to REX.S (Rural Aggregate Extraction) zone with a "Special Exception" to permit, in addition to those uses permitted in an REX zone, the display of a prefabricated home, for a period not to exceed three (3) years."

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 18<sup>th</sup> day of July, 2016.

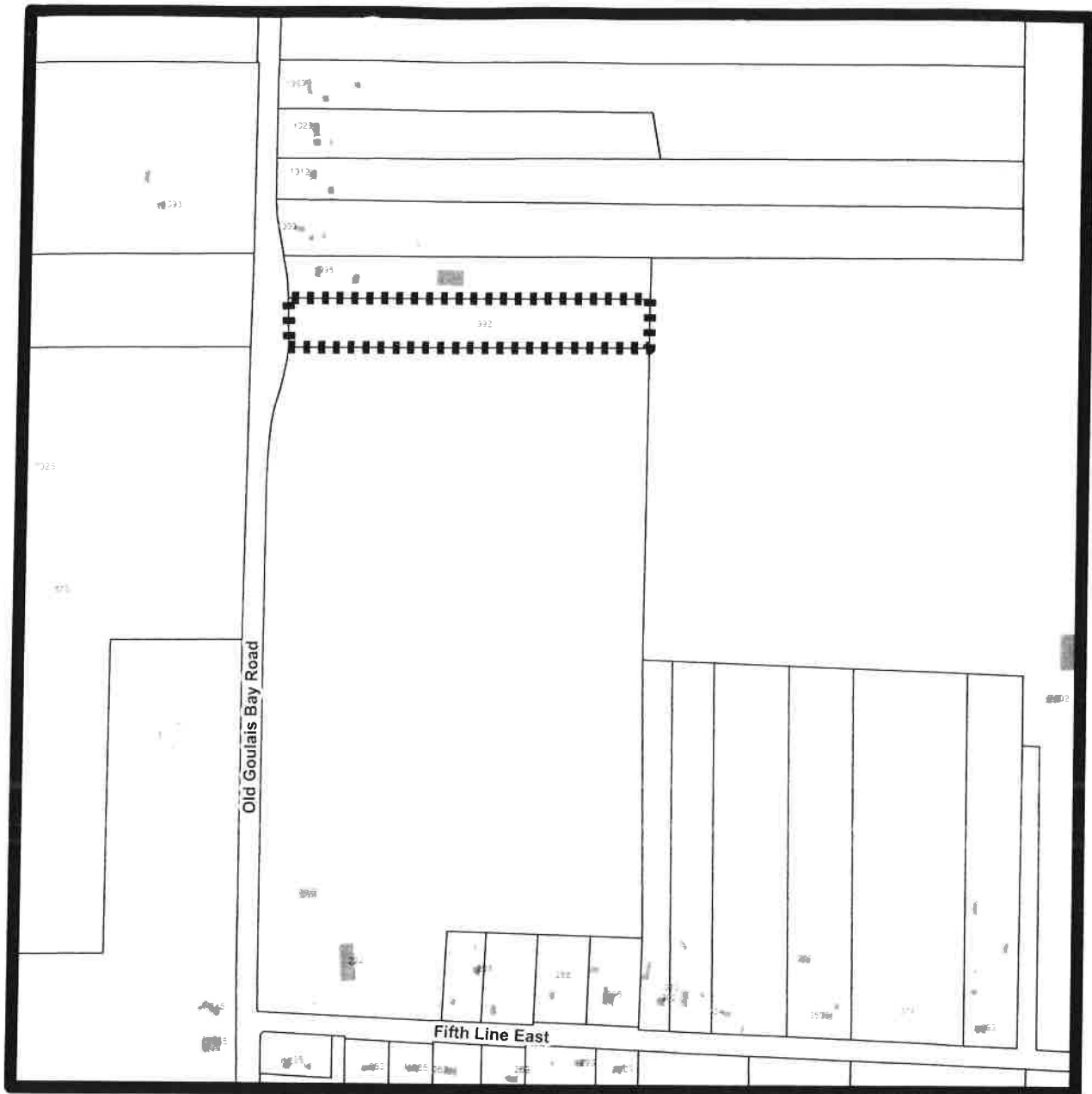
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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

SCHEDULE "A" TO BY-LAW 2016-108 AND  
SCHEDULE 363 TO BY-LAW 2005-151



## SUBJECT PROPERTY MAP

Planning Application A-9-16-T  
992 OLD GOULAIS BAY ROAD



Subject Property = 992 Old Goulais Bay Road



METRIL SCALE  
1 : 2000

ROLL NUMBER  
030-088-065-00

MAP NUMBERS  
504 & 2-61

MAIL LABEL ID  
A-9-16-Z

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

**BY-LAW 2016-109**

**TEMPORARY STREET CLOSING:** (S4.1) A by-law to permit the temporary closing of Korah Road, from Douglas Street to Wallace Terrace on August 20, 2016 to facilitate the “Reggie’s West Ride for ARCH” event.

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

1. **TEMPORARY STREET CLOSING OF KORAH ROAD**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Korah Road, from Douglas Street to Wallace Terrace on August 20, 2016 from 12:00 p.m. to 11:00 p.m. to facilitate the “Reggie’s West Ride for ARCH” event.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 18<sup>th</sup> day of July, 2016.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

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

**BY-LAW NO. 2016-110**

**STREET ASSUMPTION:** (PR4) A by-law to assume for public use and establish as public streets various parcels of land conveyed to the City.

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

1. **STREETS ESTABLISHED AND ASSUMED**

The streets or parts of streets more particularly described in Schedule "A" to this by-law are hereby established as public streets and are assumed for public use.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

**PASSED** in open Council this 18<sup>th</sup> day of July, 2016.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK - MALCOLM WHITE**

SCHEDULE "A" TO BY-LAW 2016-110

**1) LEIGH'S BAY ROAD**

PIN 31611-0297 (LT)  
PT SEC 28 KORAH, PT 2 1R13153; SAULT STE, MARIE

**2) GLENGARY GATE CRESCENT**

(a) PIN 31510-0215 (LT)  
GLENGARY GATE CRESCENT, PLAN 1M594; SAULT STE.  
MARIE

(b) PART PIN 31510-0178 (LT)  
BLOCKS 7 AND 8 1M558; SAULT STE. MARIE

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

**BY-LAW 2016-112**

**AGREEMENT:** (P5) A by-law to authorize the execution of an agreement between the City and 1372055 Ontario Limited O/A Pro North Roofing for the replacement of the roof at the Civic Centre.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated the 19<sup>th</sup> day of July, 2016 and made between the City and 1372055 Ontario Limited O/A Pro North Roofing for the replacement of the roof at the Civic Centre.

2. **SCHEDULE "A"**

Due to its size and volume, Schedule "A" is available for viewing in the City Clerk's Office and 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 18<sup>th</sup> day of July, 2016.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

da LEGAL\STAFF\BYLAWS\1. 2016\2016-112 1372055 ONTARIO LIMITED OA PRO NORTH ROOFING AGREEMENT.DOC

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

**BY-LAW 2016-113**

**AGREEMENT:** (P5) A by-law to authorize the execution of an agreement between the City and Maverick & Son Exterior & Consulting Services for the replacement of the roof on Storage Building "G" at the City Works Centre.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated the 19<sup>th</sup> day of July, 2016 and made between the City and Maverick & Son Exterior & Consulting Services for the replacement of the roof on Storage Building "G" at the City Works Centre.

2. **SCHEDULE "A"**

Due to its size and volume, Schedule "A" is available for viewing in the City Clerk's Office and 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 18<sup>th</sup> day of July, 2016.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

da LEGAL\STAFF\BYLAWS\1. 2016\2016-113 MAVERICK AND SON EXTERIOR.DOC

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

**BY-LAW 2016-114**

**AGREEMENT:** (C2.13(6)) A by-law to authorize the execution of an agreement between the City and Northern Ontario Heritage Fund Corporation for financial assistance with servicing costs for the Old Garden River Road IT Park project.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement between the City and Northern Ontario Heritage Fund Corporation for financial assistance with servicing costs for the Old Garden River Road IT Park project.

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 18<sup>th</sup> day of July, 2016.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

**THE AGREEMENT** made in duplicate

**B E T W E E N:**

**NORTHERN ONTARIO HERITAGE FUND CORPORATION**

a corporation existing under the laws of Ontario

(**"NOHFC"**)

- and -

**CITY OF SAULT STE. MARIE**

a municipal corporation existing under the laws of Ontario

(the **"Recipient"**)

**Background:**

NOHFC has among its objects the promotion and stimulation of economic initiatives in Northern Ontario.

The Recipient has applied to NOHFC for funds to assist the Recipient in carrying out the Project described in this Agreement.

NOHFC is willing to provide funds to the Recipient to assist the Recipient in carrying out the Project on the terms and conditions set forth herein.

**Consideration:**

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

**ARTICLE 1  
INTERPRETATION AND DEFINITIONS**

1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency;
- (e) "include", "includes" and "including" shall not denote an exhaustive list; and

- (f) in the event of a conflict between the main body of the Agreement and any schedule, the main body of the Agreement governs unless the schedule states that the schedule or a provision or provisions of the schedule operate(s) despite the main body of the Agreement.

1.2 **Definitions.** In the Agreement the following terms shall have the following meanings:

**“Agreement”** means this agreement entered into between NOHFC and the Recipient and includes all of the schedules listed in section 26.1.

**“BPSAA”** means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives and/or guidelines issued pursuant to that Act.

**“Conflict of Interest”** has the meaning ascribed to it in section 7.2.

**“Effective Date”** is the date the Agreement is signed by NOHFC.

**“Eligible Project Costs”** means the costs paid by the Recipient for the purpose of carrying out the Project for which NOHFC may provide Funds and that are (a) incurred by the Recipient between July 21, 2015 and the expiry or termination of the Agreement; (b) in the sole opinion of NOHFC, reasonable and necessary for carrying out the Project; and (c) limited to the amounts and Project cost categories set out in the Project Costs Chart in Schedule “B”.

**“Event of Default”** has the meaning ascribed to it in section 14.1.

**“Excess Funds Amount”** means the excess, if any, of  $X - Y$  where

“X” is the amount of Funds provided to the Recipient under the Agreement; and

“Y” is the Project Percentage of the total Eligible Project Costs paid by the Recipient to complete the Project.

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**“Funds”** means the money NOHFC provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Northern Ontario Heritage Fund Corporation and each of its directors, officers, agents, advisors, and representatives;

**“Ineligible Project Costs”** means all Project costs that are not Eligible Project Costs.

**“Maximum Funds”** means the maximum amount payable to the Recipient in respect of Eligible Project Costs under the Agreement, which is the lesser of: (i) the Project Percentage of the total Eligible Project Costs paid by the Recipient to complete the Project, and (ii) three hundred forty thousand, six hundred twenty-five dollars (\$340,625.00).

**“NOHFC Claim Schedule”** means the NOHFC claim schedule set out in Schedule “C”.

**“Northern Ontario”** means the territorial districts of Algoma, Cochrane, Kenora, Manitoulin, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay and Timiskaming.

**“Notice”** means any communication given or required to be given under the Agreement.

**“Party”** means either NOHFC or the Recipient and **“Parties”** means NOHFC and the Recipient.

**“Project”** means the undertaking described in Schedule “A” and in the Project Plan in Schedule “C”.

**“Project Budget”** means the budget for the Project set out in Schedule “B”.

**“Project Costs Chart”** means the chart of Project costs set out in Schedule “B”.

**“Project Funding Chart”** means the chart of Project funding set out in Schedule “B”.

**“Project Percentage”** means 33%.

**“Project Plan”** means the chart setting out milestones/activities and timelines for the Project in Schedule “C”.

**“Quarter”** or **“Quarters”** means one or more of the following four periods of time in NOHFC’s fiscal year: April 1 up to and including June 30, July 1 up to and including September 30, October 1 up to and including December 31, and January 1 up to and including March 31.

**“Reports”** means the financial and progress reports described in Schedule “E” and any other reports requested by NOHFC.

**“Request for Funds”** means the form set out in Schedule “D” of the Agreement.

**“Wind Down Costs”** means the Recipient’s reasonable costs to wind down the Project.

## **ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS**

2.1 **General.** The Recipient represents, warrants and covenants that:

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
- (c) any information the Recipient provided to NOHFC contained in its application and in support of its application (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it, and shall continue to be true and complete for the term of the Agreement in every respect, except as set out to the contrary in the Agreement; and
- (d) no Conflict of Interest exists.

- 2.2 **Execution of Agreement.** The Recipient represents and warrants that:
- (a) it has the full power and authority to enter into the Agreement; and
  - (b) it has taken all necessary actions to authorize the execution of the Agreement.
- 2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain for the period during which the Agreement is in effect, by-laws or other legally necessary instruments to:
- (a) establish procedures to ensure the ongoing effective functioning of the Recipient;
  - (b) establish decision-making mechanisms;
  - (c) provide for the prudent and effective management of the Funds;
  - (d) establish procedures to enable the successful completion of the Project;
  - (e) establish procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
  - (f) establish procedures to enable the preparation and delivery of all Reports required pursuant to Article 8; and
  - (g) deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.
- 2.4 **Supporting documentation.** Upon request, the Recipient shall provide NOHFC with proof of the matters referred to in this Article 2.

### **ARTICLE 3**

#### **TERM OF THE AGREEMENT, USE OF FUNDS AND PROJECT**

- 3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire one year after the Project completion date set out by the Recipient in Schedule "C" (the "**Expiry Date**") unless terminated earlier pursuant to Article 13 or Article 14.
- 3.2 **Project and use of Funds.** The Recipient shall:
- (a) carry out the Project;
    - (i) in accordance with the terms and conditions of the Agreement; and
    - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, any other orders, rules and by-laws and industry standards related to any aspect of the Project;
  - (b) at its own expense, obtain all permits, licences, approvals and authorizations required to complete the Project and satisfy the terms and conditions of the Agreement;
  - (c) use the Funds only for the purpose of carrying out the Project; and

- (d) spend the Funds only in accordance with the Project Budget.

#### **ARTICLE 4 CHANGES**

**4.1 No changes.** The Recipient shall:

- (a) not make any changes to the Project and/or the Project Budget without the prior written consent of NOHFC, which consent may be conditional on recovery of the Funds provided to the Recipient; and
- (b) abide by the terms and conditions NOHFC may require in giving such consent.

**4.2 Notification.** The Recipient shall notify NOHFC promptly if it becomes aware of:

- (a) any actual or potential material changes to the Project and/or Project Budget; and
- (b) any event that may affect the Recipient's ability to complete the Project in accordance with the Agreement.

#### **ARTICLE 5 FUNDS, PAYMENT AND CARRYING OUT THE PROJECT**

**5.1 Obligation to fund.**

- (a) Subject to the terms and conditions of the Agreement, NOHFC shall reimburse the Recipient for Eligible Project Costs paid by the Recipient up to the amount of the Maximum Funds.
- (b) NOHFC is not responsible for any cost overruns related to the Project. The Recipient shall provide its own funds or funds from other sources for all Eligible Project Costs not reimbursed by NOHFC in the Project Costs Chart and all Ineligible Project Costs. The Recipient is responsible for all costs that exceed the Eligible Project Costs set out in the Project Costs Chart.

**5.2 Payment of Funds.**

- (a) Subject to the terms and conditions of the Agreement, NOHFC shall:
  - (i) provide the Funds to the Recipient in accordance with the NOHFC Claim Schedule;
  - (ii) issue a cheque in the Recipient's name or deposit the Funds electronically into an account designated by the Recipient in writing, provided that the account resides at a Canadian financial institution and is in the name of the Recipient.
- (b) To initiate reimbursement of Eligible Project Costs by NOHFC, the Recipient shall submit the following to NOHFC:
  - (i) a completed Request for Funds; and

- (ii) copies of all invoices or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of costs incurred relating to the Eligible Project Costs claimed in the submitted Request for Funds and copies of cancelled cheques and/or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of payment of the Eligible Project Costs claimed.

### 5.3. Limitations on funding.

- (a) If the total Eligible Project Costs paid by the Recipient are less than the estimated Eligible Project Costs set out in the Project Costs Chart, NOHFC may, in its sole discretion:
  - (i) vary the amount of Eligible Project Costs that it reimburses; and
  - (ii) where applicable, demand the repayment of the Excess Funds Amount, whereupon the amount demanded by NOHFC shall immediately become due and payable.
- (b) Following receipt of the items specified in section 5.2(b), in each Quarter, NOHFC agrees to pay to the Recipient an amount equal to the Project Percentage of Eligible Project Costs claimed in each request for Funds up to the amount payable for each Quarter set out in the NOHFC Claim Schedule.
- (c) In the event the Recipient:
  - (i) wishes to amend the NOHFC Claim Schedule by an amount equal to or greater than \$100,000.00;
  - (ii) wishes to transfer amounts between cost categories in the Project Costs Chart; and/or
  - (iii) does not claim reimbursement of any Eligible Project Costs by NOHFC in any Quarter where the amount of the NOHFC Claim for that Quarter as set out in the NOHFC Claim Schedule exceeds \$100,000.00,

the Recipient shall complete the appropriate section(s) of the Change Request Form as set out in Schedule "F" and submit it to NOHFC. NOHFC may approve or reject all or part of any such change request in its sole discretion. In the event NOHFC signs a Change Request Form, this Agreement shall be amended accordingly.
- (d) NOHFC shall hold back 10% of three hundred forty thousand, six hundred twenty-five dollars (\$340,625.00), to be released only after all of the following have occurred:
  - (i) completion of the Project in accordance with the Agreement;
  - (ii) receipt by NOHFC of all Reports required under the Agreement; and
  - (iii) receipt by NOHFC of the final Request for Funds for the Project.
- (e) The Recipient shall not use the Funds for any Eligible Project Costs for which the Recipient is in receipt of funds from other sources. The Recipient shall promptly notify

NOHFC if any other funds are received for the Project from sources other than those set out in the Project Funding Chart or in amounts from the sources set out in the Project Funding Chart that are greater than the amounts set out in the Project Funding Chart. If the Recipient receives funds for the Project from sources that are not listed in the Project Funding Chart or in amounts from the sources set out in the Project Funding Chart that are greater than the amounts set out in the Project Funding Chart, in its sole discretion, NOHFC may reduce the amount of the Funds it provides to the Recipient by, or demand the repayment of, an amount equal to the additional funds, whereupon the amount demanded by NOHFC shall immediately become due and payable, to ensure that there is no duplication of funding for the Project.

- (f) NOHFC may, in its sole discretion, provide Funds to the Recipient in advance of the Recipient incurring Eligible Project Costs. If NOHFC provides Funds to the Recipient in advance, NOHFC will not make any further payments of Funds until the Recipient has submitted, in respect of the Recipient's spending of such advance on Eligible Project Costs, evidence satisfactory to NOHFC that the Funds advanced have been spent solely on Eligible Project Costs.
- (g) The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the net costs to the Recipient, net of any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

5.4. **Conditions of funding.** NOHFC's obligation to provide Funds to the Recipient is subject to fulfillment of the following conditions precedent to NOHFC's satisfaction:

- (a) the Recipient shall have provided the insurance certificate(s) or other documents provided for in Article 12;
- (b) the Recipient shall have provided written evidence satisfactory to NOHFC that the funds from other sources set out in the Project Funding Chart necessary to complete the Project have been committed;
- (c) NOHFC shall have received and been satisfied with the information provided by the Recipient pursuant to Article 8.0. If NOHFC is not satisfied with such information, it may adjust the amount of Funds it provides to the Recipient in any Quarter;
- (d) NOHFC shall have received and been satisfied with any information it may reasonably require to conduct a due diligence review of the Recipient and the Project;
- (e) NOHFC shall have received a completed electronic funds transfer information form which will enable NOHFC to deposit the Funds into the Recipient's designated bank account by way of electronic funds transfer;
- (f) the Recipient shall have entered into a lease with an anchor tenant respect to the Technology Park property located at 69 Old Garden River Road and shall have provided a copy of such lease to NOHFC which shall be on terms and conditions satisfactory to NOHFC, or NOHFC shall have received and been satisfied with other written evidence that the Recipient has secured an anchor tenant for such property; and
- (g) the Recipients shall have each provided a fully executed resolution indicating their

financial commitment to the Project and commitment to cover cost overruns.

## **ARTICLE 6**

### **ACQUISITION OF GOODS AND SERVICES; DISPOSAL OF ASSETS AND OWNERSHIP OF BUILDINGS AND FACILITIES**

- 6.1 **Acquisition of supplies, equipment or services.** If the Recipient acquires supplies, equipment or services with the Funds it shall do so through a process that promotes the best value for money. If the Recipient is selecting third-party contractors from which to acquire supplies, equipment or services for the Project for an amount greater than twenty-five thousand dollars (\$25,000.00) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. NOHFC may, at its sole discretion, consent in writing to a non-competitive procurement over \$25,000.00 if details of urgency, special expertise, confidentiality, savings or other circumstances warrant it.
- 6.2 **Disposal of assets.** The Recipient shall not, during the term of the Agreement and for three years after the expiry or termination of the Agreement, without NOHFC's prior written consent, sell, lease or otherwise dispose of any assets purchased with the Funds or for which Funds were provided, the cost of which exceeded \$10,000.00 at the time of purchase. This obligation shall survive the expiry or termination of the Agreement.
- 6.3 **Buildings and Facilities.** Unless NOHFC otherwise agrees in writing, Recipient shall own or lease all buildings or facilities purchased, constructed or improved with the Funds for a period of time no shorter than the life of any capital improvement made to the buildings or facilities, which period of time shall, for further clarification, at a minimum last for three years after the expiry or termination of the Agreement. This obligation shall survive the expiry or termination of the Agreement.

## **ARTICLE 7**

### **CONFLICT OF INTEREST**

- 7.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds in a manner that avoids any Conflict of Interest.
- 7.2 **Conflict of interest includes.** For the purposes of this Agreement, a "Conflict of Interest" includes:
- (a) in relation to the process of applying for Funds, any circumstance where the Recipient has or could be perceived to have an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage over other applicants; and
  - (b) in relation to the performance of its obligations under the Agreement, any circumstances where the Recipient (or any person who has the capacity to influence the Recipient's decisions) has outside commitments, relationships or financial interests that interfere with, or could, or could be seen to interfere with, the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.
- 7.3 **Disclosure to NOHFC.** The Recipient shall:
- (a) disclose to NOHFC without delay any circumstances that a reasonable person would interpret as being a Conflict of Interest; and

- (b) comply with any terms and conditions that NOHFC may reasonably prescribe as a result of the disclosure.

## **ARTICLE 8 REPORTING, ACCOUNTING AND REVIEW**

### **8.1 Preparation and submission.** The Recipient shall:

- (a) submit to NOHFC at the address provided in section 18.1, all Reports using the appropriate form of report set out in Schedule "E" in accordance with the timelines and content requirements set out in the Reports Schedule in Schedule "E", or in a form as specified by NOHFC from time to time;
- (b) submit to NOHFC at the address provided in section 18.1, any other Reports requested by NOHFC in accordance with the timelines and content requirements specified by NOHFC;
- (c) ensure that all Reports are completed to the satisfaction of NOHFC; and
- (d) ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer.

### **8.2 Record maintenance.** The Recipient shall keep and maintain for a period of seven years after the expiry or termination of the Agreement:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

### **8.3 Inspection.** NOHFC, its authorized representatives or an independent auditor identified by NOHFC may, at its own expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds, and for these purposes NOHFC, its authorized representatives or an independent auditor identified by NOHFC, may:

- (a) inspect and copy the records and documents referred to in section 8.2; and
- (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or Project.

### **8.4 Disclosure.** To assist in respect of the rights set out in section 8.3, the Recipient shall disclose any information reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, and shall do so in a form reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, as the case may be.

### **8.5 No control of Records.** No provision of the Agreement shall be construed so as to give NOHFC any control whatsoever over the Recipient's records.

- 8.6 **Auditor General.** For greater certainty, NOHFC's rights under this Article are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).
- 8.7 **Audit report.** If NOHFC or the Auditor General believes that there are inaccuracies in, or inconsistencies between, any Request for Funds submitted to NOHFC and the Recipient's financial records and books of account, NOHFC or the Auditor General may request and the Recipient must provide at its own expense an audit report from a public accountant licensed under the laws of Ontario. The audit report must be satisfactory to NOHFC in form and content and address:
- (a) Funds received to date;
  - (b) Eligible Project Costs incurred by the Recipient to date;
  - (c) whether the Eligible Project Costs were incurred in accordance with the Project and the Agreement; and
  - (d) any other financial information pertaining to the Agreement as may be reasonably specified in the request.

## **ARTICLE 9 CREDIT**

- 9.1 **Acknowledge support.** Unless otherwise directed by NOHFC, the Recipient shall, in a form approved by NOHFC, acknowledge the support of NOHFC in any publication of any kind, written or oral, relating to the Project.
- 9.2 **Publication.** If the Recipient publishes any material of any kind, written or oral, relating to the Project, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect those of NOHFC or the government of Ontario.
- 9.3 **Signage.** At the request of NOHFC, the Recipient shall install and maintain in good condition, at its own expense, signs or plaques acknowledging NOHFC's support for the Project in conspicuous and visually unobstructed locations near the Project, in accordance with NOHFC instructions.

## **ARTICLE 10 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

- 10.1 **FIPPA.** The Recipient acknowledges that NOHFC is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time, and that any information provided to NOHFC in connection with the Project or otherwise in connection with the Agreement is subject to disclosure in accordance with that Act.

## **ARTICLE 11 INDEMNITY**

- 11.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, losses, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or

prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement.

## **ARTICLE 12 INSURANCE**

- 12.1 **Recipient's insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (i) the Indemnified Parties (as defined in section 1.2) as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (ii) a cross-liability clause;
  - (iii) contractual liability coverage; and
  - (iv) a thirty (30) day written notice of cancellation.
- 12.2 **Proof of insurance.** The Recipient shall provide NOHFC with certificates of insurance, or other proof as may be requested by NOHFC, that confirms the insurance coverage as provided for in section 12.1. Upon the request of NOHFC, the Recipient shall make available to NOHFC a copy of each insurance policy.
- 12.3 **Compliance with Recipient's insurance.** The Recipient shall comply with all provisions and requirements of any of the Recipient's insurance policies applicable to the Project.
- 12.4 **Third party insurance.** The Recipient shall ensure that any third party sources of funds for the Project and subcontractors retained to perform any part or parts of the Project shall have adequate insurance in place that is appropriate to the Project risks and to the third party.

## **ARTICLE 13 TERMINATION ON NOTICE**

- 13.1 **Termination on Notice.** NOHFC may terminate the Agreement at any time upon giving at least 30 days' Notice to the Recipient.
- 13.2 **Consequences of Termination.** If NOHFC terminates the Agreement pursuant to section 13.1, NOHFC:
- (a) shall have no further obligation to make any payment of Funds;
  - (b) may demand the repayment of any Funds remaining in the possession or under the control of the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable; and
  - (c) may determine the Recipient's reasonable Wind Down Costs, and either:

- (i) permit the Recipient to offset the Wind Down Costs against the amount owing pursuant to subsection 13.2(b); and/or
- (ii) subject to section 5.3(g) provide Funds to the Recipient to cover the Wind Down Costs.

## ARTICLE 14 EVENT OF DEFAULT AND CORRECTIVE ACTION

**14.1 Events of Default.** Each of the following events shall constitute an “Event of Default”:

- (a) if in the opinion of NOHFC, the Recipient has knowingly provided false or misleading information regarding its request for funding or in any communication with NOHFC;
- (b) if any representation or warranty provided to NOHFC (herein or otherwise) by the Recipient is incorrect in any material respect on the date on which such representation or warranty was made;
- (c) if in the opinion of NOHFC, the Recipient breaches any term or condition of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement without the prior written consent of NOHFC:
  - (i) carry out the Project;
  - (ii) complete the milestones set out in the Project Plan in accordance with the timing set out in the Project Plan;
  - (iii) use or spend Funds; and/or
  - (iv) provide Reports;
- (d) the nature of the Recipient’s operations or its corporate status changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which NOHFC provides the Funds;
- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- (f) if any bankruptcy, reorganization, arrangement or insolvency proceedings for relief under any bankruptcy or similar laws for the relief of debtors are instituted against the Recipient or is consented to by the Recipient, or, if contested by the Recipient, is not dismissed within 30 days;
- (g) the Recipient ceases to operate; or
- (h) a Conflict of Interest that cannot be resolved to NOHFC’s satisfaction, acting reasonably.

**14.2 Corrective action.** If an Event of Default occurs, NOHFC may, at any time, take one or more of the following actions:

- (a) initiate any action NOHFC considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) suspend the payment of Funds for such period as NOHFC determines appropriate;
- (c) reduce the amount of the Funds;
- (d) cancel all further payment of Funds;
- (e) demand the repayment of any Funds remaining in the possession or under the control of the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable;
- (f) demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by NOHFC, whereupon the amount demanded by NOHFC shall immediately become due and payable;
- (g) demand the repayment of an amount equal to any Funds NOHFC provided to the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable;
- (h) terminate the Agreement immediately upon giving Notice to the Recipient; and/or
- (i) exercise any other rights or remedies available to NOHFC under this Agreement or applicable law.

14.3 **Opportunity to remedy.** In addition to its rights provided for in section 14.2, NOHFC may provide the Recipient an opportunity to remedy the Event of Default by providing Notice to the Recipient:

- (a) of the particulars of the Event of Default; and
- (b) of the period of time within which the Recipient is required to remedy the Event of Default.

14.4 **Recipient not remedying.** If NOHFC has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.3 and:

- (a) the Recipient does not remedy the Event of Default within the time period specified in the Notice;
- (b) NOHFC determines in its sole discretion that the Recipient cannot completely remedy the Event of Default within the time period specified in the Notice or such further period of time as NOHFC considers reasonable; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to NOHFC,

NOHFC may initiate any one or more of the actions provided for in sections 14.2 (a), (d), (e), (f), (g), (h) and (i).

- 14.5 **Termination date.** The effective date of any termination under this Article shall be the last day of the Notice period, the last day of any subsequent Notice period or immediately, whichever applies.

## **ARTICLE 15 PAYMENT BY NOHFC OF AMOUNTS OWING BY RECIPIENT**

- 15.1 **Amounts owing by Recipient and subcontractors.** The Recipient covenants and agrees to pay when due, and to ensure that any of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors to complete the Project in accordance with the Agreement.
- 15.2 **NOHFC's right to pay amounts due and unpaid by Recipient or subcontractors.** In the event the Recipient or any of its subcontractors fails to pay when due, all amounts required to be paid by it/its subcontractors to complete the Project in accordance with the Agreement, NOHFC shall have the right, but for greater certainty, no obligation, in addition to and not in substitution for any other right it may have pursuant to the Agreement or otherwise at law or in equity, to pay any amount due and unpaid by the Recipient or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Recipient pursuant to the Agreement together with all costs incurred by NOHFC in connection therewith or to demand the repayment of such amount from the Recipient together with all costs incurred by NOHFC in connection therewith.

## **ARTICLE 16 COMPLIANCE WITH AGREEMENT AND LAWS**

- 16.1 **Compliance with Agreement.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors, subcontractors and volunteers are bound to observe the provisions of the Agreement. In all contracts relating to the Project, the Recipient shall include terms and conditions similar to and not less favourable to NOHFC than the terms and conditions of the Agreement to the extent that they are applicable to the subject of the contract.
- 16.2 **Compliance with Laws.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors, subcontractors and volunteers if any, at all times to comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules regulations and orders. The Recipient shall obtain, at its own expense, all permits from public authorities which may be required in connection with the performance of this Agreement.

## **ARTICLE 17 REPAYMENT AND SET OFF**

- 17.1 **Debt due.** If the Recipient owes any monies, including any Funds, to NOHFC, whether or not their return or repayment has been demanded by NOHFC, such monies shall be deemed to be a debt due and owing to NOHFC by the Recipient, and the Recipient shall pay or return the amount to NOHFC immediately unless NOHFC directs otherwise.
- 17.2 **Interest rate.** NOHFC may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

- 17.3 **Set off.** If the Recipient is indebted to NOHFC under this or any other agreement between them, NOHFC shall have the right to set off the amount of such indebtedness against the amount of Funds owing to the Recipient under this Agreement and to reduce the total amount of Funds payable to the Recipient by such amount.
- 17.4 **Cheque payable to.** The Recipient shall pay any monies owing to NOHFC by cheque payable to the "Northern Ontario Heritage Fund Corporation" and mailed to NOHFC at the address provided in section 18.1.

## ARTICLE 18 NOTICE

- 18.1 **Notice in writing and addressed.** Notice shall be in writing and shall be delivered by postage-prepaid mail, personal delivery or facsimile, and shall be addressed to NOHFC and the Recipient respectively, as set out below:

**To NOHFC:**

Northern Ontario Heritage Fund  
Corporation  
70 Foster Drive, Suite 200  
Sault Ste. Marie, Ontario P6A 6V8

**Attention:** Executive Director

Fax: 705-945-6701

**To the Recipient:**

City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, Ontario P6A 5X6

**Attention:** Don McConnell, Planning  
Director

Fax: 705-541-7165

- 18.2 **Notice.** Notice shall be deemed to have been received:
- (a) in the case of postage-prepaid mail, seven business days after such Notice is mailed;
  - (b) in the case of personal delivery, on the date such Notice is delivered to the other Party;  
or
  - (c) in the case of facsimile, one business day after such Notice is transmitted by the other Party.
- 18.3 **Postal disruption.** Despite subsection 18.2(a), following the occurrence and during the continuation of a postal disruption,
- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
  - (b) the Party giving Notice shall provide Notice by personal delivery or by facsimile.

## ARTICLE 19 SEVERABILITY OF PROVISIONS

- 19.1 **Invalidity or unenforceability of any provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

## **ARTICLE 20 WAIVER**

- 20.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

## **ARTICLE 21 INDEPENDENT PARTIES**

- 21.1 **Parties independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of NOHFC or any Indemnified Party and the Recipient shall not take any actions that could establish or imply such a relationship.

## **ARTICLE 22 ASSIGNMENT OF AGREEMENT OR FUNDS**

- 22.1 **No assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of NOHFC which NOHFC may, in its sole discretion, provide or withhold.
- 22.2 **Enurement.** The Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

## **ARTICLE 23 GOVERNING LAW**

- 23.1 **Governing law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

## **ARTICLE 24 FURTHER ASSURANCES**

- 24.1 **Agreement into effect.** The Parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to its full extent.

## **ARTICLE 25 SURVIVAL**

- 25.1 **Survival.** The provisions in Article 1; section 3.2; section 5.1; section 5.2; sections 5.3(a), (d), (e) and (g); Article 8; Article 9; Article 10; Article 11; sections 14.1, 14.2(e), (f), (g) and (i); Article 15; Article 16; Article 17; Article 18; Article 21; Article 23; Article 24; Article 25; Article 26; Schedule "A", Schedule "B" and Schedule "C" shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

## **ARTICLE 26 SCHEDULES**

26.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule A - Project Description;
- (b) Schedule B – Project Budget;
- (c) Schedule C – Project Plan and NOHFC Claim Schedule;
- (d) Schedule D – Request for Funds;
- (e) Schedule E - Reports; and
- (f) Schedule F – Change Request Form.

## **ARTICLE 27 ENTIRE AGREEMENT AND MODIFICATION OF AGREEMENT**

27.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

27.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties. If the Recipient wishes to amend the Agreement, including to extend the term of the Agreement, the Recipient will complete the appropriate sections of the Change Request Form as set out in Schedule "F" and submit it to NOHFC no later than 30 (thirty) days prior to the Expiry Date. NOHFC is under no obligation to consider Change Request Forms submitted after this date. NOHFC may approve or reject all or part of any such change request in its sole discretion and may require the Recipient to enter into a separate amending agreement. In the event NOHFC signs a Change Request Form, this Agreement will be amended accordingly.

## **ARTICLE 28 BPSAA**

28.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and in the event that there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

## **ARTICLE 29 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

29.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with NOHFC;
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

NOHFC may suspend the payment of Funds for such period as NOHFC determines appropriate.

### **ARTICLE 30 SIGNATURE**

- 30.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 30.2 **Execution by Facsimile, TIFF, PDF.** Delivery of an executed copy of a signature page to this Agreement by facsimile transmission or transmitted electronically in either a Tagged Image Format File ("TIFF") or Portable Document Format ("PDF") shall be effective as delivery of a manually executed copy of this Agreement and each Party hereto undertakes to provide each other Party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

### **ARTICLE 31 TIME IS OF THE ESSENCE**

- 31.1 **Time is of the essence.** Time is of the essence in the performance of obligations under the Agreement.

[Signature page follows]

The Parties have executed the Agreement on the dates set out below.

**NORTHERN ONTARIO HERITAGE FUND  
CORPORATION**

\_\_\_\_\_  
Bruce Strapp  
Executive Director

\_\_\_\_\_  
Date

**CITY OF SAULT STE. MARIE**

\_\_\_\_\_  
Name:  
Position:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Position:

\_\_\_\_\_  
Date

I/We have authority to bind the Recipient.

## **SCHEDULE "A"**

### ***PROJECT DESCRIPTION***

#### **1. Project summary**

The Recipient shall develop a 10-acre Technology Park located at 69 Old Garden River Road.

The Project shall consist of:

- a) the expansion of various services, including the roadway to 180 m, sanitary sewer, storm sewer, water and electricity;
- b) roadwork, buffering, and fencing; and
- c) engineering services.

#### **2. Project purpose**

The Project is expected to:

- d) further expand services in the Technology Park in order to accommodate new information technology businesses;
- e) enable the Recipient to further attract new investment to the community by having suitable sites ready for development;
- f) motivate existing companies such as Ontario Lottery and Gaming to maintain existing data processing facilities in Sault Ste. Marie; and
- g) increase the local tax base.

#### **3. Project location**

Sault Ste. Marie, Ontario

## SCHEDULE "B"

### PROJECT BUDGET

#### 1. Project Costs Chart

| <i>Project cost category</i>                                     | <i>Eligible Project Costs</i> | <i>Ineligible Project Costs</i> | <i>Total cost</i>     |
|------------------------------------------------------------------|-------------------------------|---------------------------------|-----------------------|
| Sanitary, Storm Sewer Relocation, Water and Electrical Servicing | \$582,100.00                  | \$0.00                          | \$582,100.00          |
| Roadwork, Buffering, Fencing                                     | \$242,900.00                  | \$0.00                          | \$242,900.00          |
| Contingency Allowance                                            | \$82,500.00                   | \$0.00                          | \$82,500.00           |
| Engineering                                                      | \$123,750.00                  | \$0.00                          | \$123,750.00          |
| <b>TOTAL</b>                                                     | <b>\$1,031,250.00</b>         | <b>\$0.00</b>                   | <b>\$1,031,250.00</b> |

#### 2. Project Funding Chart

| <i>Funding sources</i>                         | <i>Financing type</i>    | <i>Project cost category</i> | <i>Eligible Project Costs</i> | <i>Ineligible Project Costs</i> | <i>Total funding</i>  |
|------------------------------------------------|--------------------------|------------------------------|-------------------------------|---------------------------------|-----------------------|
| NOHFC                                          | Conditional Contribution | Eligible Project Costs       | \$340,625.00                  | \$0.00                          | \$340,625.00          |
| FedNor                                         | Conditional Contribution | All Project Costs            | \$350,000.00                  | \$0.00                          | \$350,000.00          |
| Recipient                                      | Cash                     | All Project Costs            | \$340,625.00                  | \$0.00                          | \$340,625.00          |
| <b>TOTAL</b>                                   |                          |                              | <b>\$1,031,250.00</b>         | <b>\$0.00</b>                   | <b>\$1,031,250.00</b> |
| <b>NOHFC % of total Eligible Project Costs</b> |                          |                              | <b>33%</b>                    |                                 |                       |

## SCHEDULE "C"

### PROJECT PLAN AND NOHFC CLAIM SCHEDULE

(To be completed by the Recipient)

**1. Project Plan**

| Project milestones | Timing                 |                      |
|--------------------|------------------------|----------------------|
|                    | Start (month/<br>year) | End (month/<br>year) |
|                    |                        |                      |
|                    |                        |                      |
|                    |                        |                      |
|                    |                        |                      |
|                    |                        |                      |

**2. NOHFC Claim Schedule**

|                        | Funding Year 1 (ending Mar 31/20__) |                  |                  |                  | Funding Year 2 (ending Mar 31/20__) |                  |                  |                  | Total |
|------------------------|-------------------------------------|------------------|------------------|------------------|-------------------------------------|------------------|------------------|------------------|-------|
|                        | Apr 1-<br>Jun 30                    | Jul 1-<br>Sep 30 | Oct 1-<br>Dec 31 | Jan 1-<br>Mar 31 | Apr 1-<br>Jun 30                    | Jul 1-<br>Sep 30 | Oct 1-<br>Dec 31 | Jan 1-<br>Mar 31 |       |
| Eligible Project Costs |                                     |                  |                  |                  |                                     |                  |                  |                  |       |
| NOHFC claim            |                                     |                  |                  |                  |                                     |                  |                  |                  |       |

**3. Project completion date: \_\_\_\_\_**

## SCHEDULE "D"

### REQUEST FOR FUNDS FORM

Claim Number:

1. Project Progress

| Project milestones | % Complete | Comments |
|--------------------|------------|----------|
|                    |            |          |
|                    |            |          |
|                    |            |          |
|                    |            |          |
|                    |            |          |
|                    |            |          |
|                    |            |          |
| TOTAL              |            |          |

2. Is this the Recipient's final request for Funds for the Project?

- ☐ No  
☐ Yes

3. Request for Funds (Current Claim)

NOHFC Funds are disbursed on a reimbursement basis. To initiate reimbursement of Eligible Project Costs by NOHFC, the Recipient shall complete the request for Funds form and submit it to NOHFC along with the following:

- (a) a copy of all invoices, or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of costs incurred itemized in the *Detailed Listing of Transactions* table in section 5 of this form relating to all Eligible Projects Costs claimed in this request for Funds; and
- (b) evidence of payment itemized in the *Detailed Listing of Transactions* table in section 5 of this form relating to all Eligible Project Costs claimed in this request for Funds (cancelled cheques and/or other such evidence satisfactory to NOHFC or its agents, in their sole discretion).

*(Request for Funds Form continued on following pages. Please fill out all pages.)*

## SCHEDULE "D" (CONT'D)

### REQUEST FOR FUNDS FORM

#### 4. Eligible Project Costs - Claim status

Please complete this table below in conjunction with the tables in section 5 of this form.  
Only the subtotals from the tables completed in section 5 should be identified in the "Total Eligible Project Costs this request" column of the table below.

| <i>Eligible Project Cost category</i>                            | <i>Total Eligible Project Cost amount</i> | <i>Total Eligible Project Costs of all claims submitted to date (not including this request)</i> | <i>Eligible Project Costs this request</i> | <i>Balance of Eligible Project Costs remaining (after this request)</i> | <i>Table no. if applicable (from section 5 of this form)</i> |
|------------------------------------------------------------------|-------------------------------------------|--------------------------------------------------------------------------------------------------|--------------------------------------------|-------------------------------------------------------------------------|--------------------------------------------------------------|
| Sanitary, Storm Sewer Relocation, Water and Electrical Servicing | \$582,100.00                              |                                                                                                  |                                            |                                                                         |                                                              |
| Roadwork, Buffering, Fencing                                     | \$242,900.00                              |                                                                                                  |                                            |                                                                         |                                                              |
| Contingency Allowance                                            | \$82,500.00                               |                                                                                                  |                                            |                                                                         |                                                              |
| Engineering                                                      | \$123,750.00                              |                                                                                                  |                                            |                                                                         |                                                              |
| <b>TOTAL</b>                                                     | <b>\$1,031,250.00</b>                     |                                                                                                  |                                            |                                                                         |                                                              |
| <b>NOHFC Funds (33%)</b>                                         | <b>\$340,625.00</b>                       |                                                                                                  |                                            |                                                                         |                                                              |

Total Eligible Project Costs this request: \$ \_\_\_\_\_ (A)

NOHFC % of Eligible Project Costs 33% (B)

Current Payment Request: \$ \_\_\_\_\_ (C)  
(A x B)

(Request for Funds Form continued on following pages. Please fill out all pages.)

## SCHEDULE "D" (CONT'D)

### REQUEST FOR FUNDS FORM

**5. Detailed Listing of Transactions for each Eligible Project Cost category**

Please complete one table for each of the Eligible Project Cost categories (in section 4 of this form) for which a claim is currently being made.

**Table 1: <Eligible Project Cost category: \_\_\_\_\_ >**

| Item no. | Date of Invoice | Name of Supplier | Description of Item or Service Purchased | Invoice Number | Amount (net of all rebate(s), credit(s), or refund(s), where applicable) | Payment Reference (Cheque No.) |
|----------|-----------------|------------------|------------------------------------------|----------------|--------------------------------------------------------------------------|--------------------------------|
| 1        |                 |                  |                                          |                |                                                                          |                                |
| 2        |                 |                  |                                          |                |                                                                          |                                |
| 3        |                 |                  |                                          |                |                                                                          |                                |
|          |                 |                  |                                          | Subtotal       |                                                                          |                                |

**Table 2: <Eligible Project Cost category: \_\_\_\_\_ >**

| Item no. | Date of Invoice | Name of Supplier | Description of Item or Service Purchased | Invoice Number | Amount (net of all rebate(s), credit(s), or refund(s), where applicable) | Payment Reference (Cheque No.) |
|----------|-----------------|------------------|------------------------------------------|----------------|--------------------------------------------------------------------------|--------------------------------|
| 1        |                 |                  |                                          |                |                                                                          |                                |
| 2        |                 |                  |                                          |                |                                                                          |                                |
| 3        |                 |                  |                                          |                |                                                                          |                                |
|          |                 |                  |                                          | Subtotal       |                                                                          |                                |

(Request for Funds Form continued on following pages. Please fill out all pages.)

**SCHEDULE "D" (CONT'D)**  
**REQUEST FOR FUNDS FORM**

**6. Certification**

Must be completed for all requests for Funds.

On behalf of the Recipient, I certify that:

1. the costs for which reimbursement is requested in line (A) above have been incurred and actually paid for by the Recipient;
2. the costs being claimed in this form are all Eligible Project Costs only (as that term is defined in the Agreement);
3. if the costs being claimed in this form are for supplies, equipment or services, the Recipient has acquired such supplies, equipment or services through a process that promotes the best value for money;
4. the representations and warranties set forth in the Agreement are true and correct in all material respects on the date set out below;
5. no Event of Default has occurred as of the date set out below; and
6. all of the Recipient's obligations to date, as set out in the Agreement, have been satisfied.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of signatory: \_\_\_\_\_

Title: \_\_\_\_\_

I/We have authority to bind the Recipient.

## **SCHEDULE "E"**

### ***REPORTS***

#### **REPORTS SCHEDULE**

| <b>Name of Report</b> | <b>Due Date(s)</b>                                                   | <b>Format and content requirements</b> |
|-----------------------|----------------------------------------------------------------------|----------------------------------------|
| 1. Annual Report      | Each anniversary of Effective Date                                   | Form of Annual Report in Schedule "E"  |
| 2. Final Report       | Attached to final Request for Funds completed and submitted to NOHFC | Form of Final Report in Schedule "E"   |
|                       |                                                                      |                                        |

## SCHEDULE "E" (CONT'D)

### REPORTS

#### FORM OF ANNUAL REPORT

1. **Progress of Project:** Have the milestones/activities for this time period been completed? If so, please provide a detailed explanation of what they are and how they have been completed. If not, please provide a detailed explanation why, how this affects the Project in the future and how the Project will be brought back into compliance with the Project Plan.
  
2. **Financial information:** Have expenditures been in accordance with the Project Budget, the Project Plan and the NOHFC Claim Schedule? If so, please set out what the expected Eligible and Ineligible Project Costs for this time period were compare them with the actual Eligible and Ineligible Project Costs in a financial summary. If not, please provide the information requested above together with an explanation of why the expenditures do not match the expected Eligible and Ineligible Project Costs and how this may affect the Project in the future.
  
3. **Other performance measures:** Have the objectives of the Project been achieved to date? Please describe the economic activity that has resulted in a benefit to Northern Ontario to date (number of jobs created / sustained and Project contributor funding contributions).

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of signatory: \_\_\_\_\_

Title: \_\_\_\_\_

I/We have authority to bind the Recipient.

## SCHEDULE "E" (CONT'D)

### REPORTS

#### FORM OF FINAL REPORT

1. **Project Completion:** Have the milestones/activities as set out in this Agreement been completed? If so, please provide a detailed explanation of what they are and how they have been completed. If not, please provide a detailed explanation why and how this affected the overall Project.
  
2. **Financial information:** Have expenditures been in accordance with the Project Budget, the Project Plan and the NOHFC Claim Schedule? If so, please set out what the expected Eligible and Ineligible Project Costs were and compare them with the total actual Eligible and Ineligible Project Costs in a financial summary. If not, please provide the information requested above together with an explanation of why the expenditures did not match the expected Eligible and Ineligible Project Costs and how this affected the Project.
  
3. **Other performance measures:** Have the objectives of the Project as set out in this Agreement been achieved? Please describe the economic activity that has resulted in a benefit to Northern Ontario (actual number of jobs created / sustained and final Project contributor funding contributions). If the Project objectives were not achieved, please explain.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of signatory: \_\_\_\_\_

Title: \_\_\_\_\_

I/We have authority to bind the Recipient.

## SCHEDULE "F"

### CHANGE REQUEST FORM

**Please complete all appropriate sections (to be completed by Recipient)**

**1. ☐ Amendment to NOHFC Claim Schedule**

*(For a requested amendment of \$100,000.00 or more in any Quarter)*

Indicate previous NOHFC Claim Schedule and the requested amended NOHFC Claim Schedule. Insert additional years, if required and provide the reasons for the requested amendment in the box below.

|          | <b>Funding Year 1 (ending Mar 31/20 )</b> |                      |                      |                      |              |
|----------|-------------------------------------------|----------------------|----------------------|----------------------|--------------|
|          | <b>Apr 1- Jun 30</b>                      | <b>Jul 1- Sep 30</b> | <b>Oct 1- Dec 31</b> | <b>Jan 1- Mar 31</b> | <b>Total</b> |
| Previous |                                           |                      |                      |                      |              |
| New      |                                           |                      |                      |                      |              |

|          | <b>Funding Year 2 (ending Mar 31/20 )</b> |                      |                      |                      |              |
|----------|-------------------------------------------|----------------------|----------------------|----------------------|--------------|
|          | <b>Apr 1- Jun 30</b>                      | <b>Jul 1- Sep 30</b> | <b>Oct 1- Dec 31</b> | <b>Jan 1- Mar 31</b> | <b>Total</b> |
| Previous |                                           |                      |                      |                      |              |
| New      |                                           |                      |                      |                      |              |

Reasons for requested amendment to NOHFC Claim Schedule:

**2. ☐ Changes in Project Plan**

*(Complete where the Project milestones or their timing change)*

Indicate previous Project milestones and timing, the requested amended milestones and/or timing and reasons for the requested amendment in the box below.

| <b>Project milestones</b> |     | <b>Timing</b>              |     |                          |     |
|---------------------------|-----|----------------------------|-----|--------------------------|-----|
|                           |     | <b>Start (month/ year)</b> |     | <b>End (month/ year)</b> |     |
| Previous                  | New | Previous                   | New | Previous                 | New |
|                           |     |                            |     |                          |     |
|                           |     |                            |     |                          |     |
|                           |     |                            |     |                          |     |

*(Change Request Form continued on following page – please fill out all pages)*

**SCHEDULE "F" (CONT'D)**

**CHANGE REQUEST FORM**

Reasons for requested amendment to the Project Plan:

**3. ☐ Amendment to Project completion date**

*(Complete where an amendment to the Project completion date is requested.)*

Indicate the previous Project completion date, the requested Project completion date and provide reasons for the requested amendment in the box below.

Current Project completion date: \_\_\_\_\_

Requested Project completion date: \_\_\_\_\_

Reasons for requested amendment to the Project completion date:

**4. ☐ Transfer of costs between Project Cost Categories**

Indicate the requested transfer of amounts between cost categories set out in the Project Costs Chart (or in most recent Change Request Form agreed to by NOHFC) and provide reasons for the requested amendment in the box below.

| <b>Project Cost Category</b> | <b>Total Project Costs</b> |            |
|------------------------------|----------------------------|------------|
|                              | <b>PREV.</b>               | <b>NEW</b> |
|                              |                            |            |
|                              |                            |            |
|                              |                            |            |
| <b>TOTAL</b>                 |                            |            |

Reasons for requested transfer of amounts between Project cost categories:

*(Change Request Form continued on following page – please fill out all pages)*

**SCHEDULE "F" (CONT'D)**

**CHANGE REQUEST FORM**

**5. ☐ Other amendments to the Agreement**

Indicate other amendment(s) being requested and the reasons for the requested amendment(s):

**6. Acknowledgement**

The Recipient hereby requests the aforementioned amendment(s) to the Agreement and certifies that the information provided to support the request is accurate. The Agreement is accordingly amended upon execution of this form by NOHFC. All other terms and conditions of the Agreement remain in full force and effect.

**CITY OF SAULT STE. MARIE**

\_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

Position:

I/We have authority to bind the Recipient.

**NORTHERN ONTARIO HERITAGE FUND CORPORATION**

\_\_\_\_\_

Date: \_\_\_\_\_

Name:

Position:

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

**BY-LAW 2016-115**

**REGULATIONS:** (R1.1) A by-law to amend Noise Control By-law 80-200, to exempt from the By-law the “Reggie’s West Ride for ARCH” event from 12:00 p.m. to 11:00 p.m. on August 20, 2016.

**The Council** of the Corporation of the City of Sault Ste. Marie, pursuant to Section 129 of the *Municipal Act, 2001* S.O. 2001 c. 25 **ENACTS** as follows:

1. **EXEMPTION FROM NOISE CONTROL BY-LAW**

Despite the provisions of By-law 80-200 the noise associated with the “Reggie’s West Ride for ARCH” event from 12:00 p.m. to 11:00 p.m. on August 20, 2016 is deemed not to be in violation of By-law 80-200.

2. **EFFECTIVE DATE**

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

**PASSED** in open Council this 18<sup>th</sup> day of July, 2016.

---

**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – MALCOLM WHITE**

da LEGAL\STAFF\BYLAWS\1. 2016\2016-115 BYLAW NOISE EXEMPTION.DOC

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

**BY-LAW 2016-116**

**AGREEMENT:** (AG114) A by-law to authorize the execution of an agreement between the City and 882215 Ontario Inc. ("Reggie's") for the use of a portion of Korah Road from Wallace Terrace to Douglas Street for Reggie's West Ride for ARCH Event and Programming.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated July 18, 2016 between the City and 882215 Ontario Inc. ("Reggie's"), a copy of which is attached as Schedule "A" hereto. This agreement is a Licence to Occupy City Property for the use of a portion of Korah Road from Wallace Terrace to Douglas Street for Reggie's West Ride for ARCH Event and Programming.

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 18<sup>th</sup> day of July, 2016.

---

**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – MALCOLM WHITE**

**BETWEEN:**

(herein referred to as the “City”)

**REGGIE'S PLACE TAVERN O/B 882215 ONTARIO INC.**

**SCHEDULE "A" TO  
LICENCE TO OCCUPY CITY PROPERTY**

**City Property**

The following structures and programming are permitted to be set up and/or conducted at the following locations on the City Property:

1. Wooden barricades approximately three (3') feet high extending from the curb at the north and south corners of 306 Korah Road across City Property to the north and south corners of the parking lot across the street, as represented in diagram in the Appendix to this Licence Agreement.
2. Car Display on the south end of the City Property, between the barricade and Wallace Terrace;
3. A Motorcycle Display on the north end of the City Property, between the barricade and Douglas Street, including the congregation of motorcyclists before and after the scheduled charity ride; and
4. Consumption of food and beverages, including alcoholic beverages, from Reggie's.

The above is collectively referred to as the "Programming" in this Licence Agreement.

**SCHEDULE "B" TO  
LICENCE TO OCCUPY CITY PROPERTY**

This Licence is subject to the following conditions:

1. The City hereby grants Reggie's permission to set up and conduct the on City Property, on August 20, 2016 as part of Reggie's West Ride for ARCH on Korah Road, Sault Ste. Marie at the locations identified in Schedule "A" to this Licence Agreement, and subject to the following time schedule for August 20, 2016:
  - a. Beginning at 12:00 p.m., Reggie's may set up matters in Schedule "A" to this Licence Agreement; and
  - b. Between the hours of 12:00 p.m. and 11:00 p.m., the Programming may carry on;
  - c. Between the hours of 12:00 p.m. and 11:00 p.m. patrons of Reggie's may consume alcoholic beverages on City Property, in accordance with their Temporary Liquor Licence Extension acquired from the Alcohol and Gaming Commission of Ontario ("AGCO"); and
  - d. By the hour of 11:00 p.m., Reggie's shall have completed the removal of the barricades, signage, and all other matters related directly or indirectly to the Programming from City Property at its own cost, liability and expense.

The above is collectively referred to as the "Event" in this Licence Agreement.

2. Tents, platforms, tables, chairs, barbeques, sound systems, and any other structures related directly or indirectly to the Event shall be contained on property owned by Reggie's on either side of Korah Road and shall not at any time encroach on the City Property.
3. Reggie's warrants that in carrying out the Programming described in Schedule "A" to this Licence, they will comply with the following conditions regarding the temporary road closure of Korah Road:
  - a. The street closure must conform to the procedures as presented in the Ontario Traffic Manual Book 7 including, but not limited to, all signage and emergency services notification requirements;
  - b. Ensure that pedestrian traffic on the City's sidewalks will not be impeded; and
  - c. Undertake to supply, setup and take down all signage and/or barricades required for the street closure as per Section (3) (a) herein.
4. Reggie's represents and warrants that it has obtained any and all required permits from Algoma Public Health with respect to the Event prior to the commencement of the Event.
5. Prior to the commencement of the Event, Reggie's shall provide the City with written confirmation by facsimile or e-mail from Algoma Public Health listing any and all permits obtained with respect to the Programming. In the Event that such confirmation of permits obtained has not been received by the City by August 16, 2016, Reggie's acknowledges and agrees that the Programming shall not proceed on August 20, 2016 with respect to the outdoor food preparation and serving component(s) and this Licence is hereby terminated as it pertains to those items not so confirmed. Such written confirmation shall be sent as follows:

**CITY:**

Melanie Borowicz-Sibenik  
Assistant City Solicitor/Senior Litigation Counsel  
Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1  
Tel: (705)759-5403  
Fax: (705)759-5405  
Email: [m.borowiczsibenik@cityssm.on.ca](mailto:m.borowiczsibenik@cityssm.on.ca)

6. Reggie's represents and warrants that it is the holder of a valid liquor licence and has applied for a temporary extension of the licence. Reggie's has received the AGCO's approval for the alcohol vending component of the Event, to take place on Reggie's property, but where alcohol may be consumed on City Property.
7. Reggie's acknowledges and agrees that it shall provide and serve alcohol for the Event at its property across the street if it is approved by the AGCO and the requirements set out in Section 9 below are satisfied.
8. Prior to the commencement of the Event, Reggie's shall provide the City with written confirmation by facsimile or e-mail from the AGCO that Reggie's has received approval for the alcoholic beverage vending component of the Event. In the case that such confirmation of approval has not been received by the City by noon on August 16, 2016, Reggie's acknowledges and agrees that the Programming shall not proceed on August 20, 2016 with respect to alcoholic beverage vending component(s) and this Licence is hereby terminated as it pertains to permitting alcohol consumption on City Property. Such written confirmation shall be sent as follows:

**CITY:**

Melanie Borowicz-Sibenik  
Assistant City Solicitor/Senior Litigation Counsel  
Corporation of the City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5N1  
Tel: (705)759-5403  
Fax: (705)759-5405  
Email: [m.borowiczsibenik@cityssm.on.ca](mailto:m.borowiczsibenik@cityssm.on.ca)

9. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with any matters related to the Event. Reggie's shall be responsible for all costs, expenses and liabilities relating to the setup, maintenance and removal of barricades and all other matters related directly or indirectly to the Programming on City Property. Reggie's shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the barricades and Programming.

10. All matters related to the Event are the responsibility of Reggie's. At no time shall the City be responsible for any matters related directly or indirectly to the Programming and/or the Event and Reggie's acknowledges and agrees that it shall indemnify and save harmless the City from any costs (including solicitor costs on a substantial indemnity scale basis and disbursements), liabilities and expenses incurred by the City that may result directly or indirectly from the Programming and/or the Event.
11. Reggie's shall have full responsibility to ensure that it has satisfied all liquor licence requirements for its extended area across the street from the restaurant. At no time shall the City be responsible for any matters related to liquor licence requirements or approvals for this area. Reggie's shall save harmless and fully indemnify the City from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by Reggie's of such liquor licence requirements and/or approvals.
12. Reggie's shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Event and the Programming, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by Reggie's with such Laws, By-Laws, Rules and Regulations.
13. Reggie's shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the Event and/or the Programming.
14. Reggie's shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Event and/or the Programming, the intent being that the City shall be at no risk or expense to which it would not have been put had the Event and/or the Programming not occurred.
15. Reggie's shall not assign, transfer or make any other disposition of the Licence, or of the rights conferred thereby, without the prior express written consent of the City.
16. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of Korah Road, such that removal of any portion or the entirety of the Event and/or the Programming is required, Reggie's shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Event and/or the Programming to its condition prior to such access by the City and/or emergency personnel.
17. The Event shall terminate at 11:00 p.m. on August 20, 2016. Reggie's shall promptly remove the Event and the Programming, and any matters related directly or indirectly thereto from the City Property and complete all necessary cleanup activities at their sole cost and expense by the hour of 11:00 p.m. on August 20, 2016, and leave the City Property in a condition satisfactory to the City; provided that if the required cleanup activities are not completed by Reggie's by 11:00 p.m.

on August 20, 2016, the City may complete such clean up and removal of the items as it deems necessary at the expense, liability and risk of Reggie's.

18. Reggie's shall not use or permit the use of the City Property for any purpose other than the purpose herein set out, namely only that Programming or components thereof that have complied with the terms and conditions of this Licence. Reggie's shall not erect any other buildings or other structures, or conduct any other programming on the City Property unless expressly set out and approved by the City in writing in advance of the Event.
19. This Licence Agreement shall terminate at 11:00 p.m. on August 20, 2016. The provisions of Paragraphs 4, 6, and 9-19 inclusive of this Licence survive the termination of this Licence.
20. Reggie's shall keep in force during the term of this Licence, property damage insurance and personal injury insurance against claims for bodily injury, death or property damage occurring on the City Property in an amount not less than Five Million (\$5,000,000.00) Dollars and name the City as "Additional Insured" to same. Proof of said insurance shall be filed with the Legal Department of the City of Sault Ste. Marie on or before August 16, 2016.

[illegible]

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

**BY-LAW 2016-117**

**AGREEMENT:** (AG160) A by-law to authorize the execution of an agreement between the City and the Rotary Club of Sault Ste. Marie for the very generous donation of \$80,000.00 for the purchase and installation and maintenance of inclusive and accessible playground equipment at Bellevue Park.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated July 18, 2016 between the City and the Rotary Club of Sault Ste. Marie, a copy of which is attached as Schedule "A" hereto. This agreement for the ownership, replacement and maintenance of inclusive and accessible playground equipment purchased with a \$80,000.00 donation from The Rotary Club of Sault Ste. Marie.

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 18<sup>th</sup> day of July, 2016.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

LEGAL\STAFF\BYLAWS\1. 2016\2016-117 EXECUTION AGREEMENT ROTARY CLUB (PARK).DOC

## **AGREEMENT**

This Agreement made this 18<sup>th</sup> day of July, 2016.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE  
(hereinafter referred to as the "City")**

**-and-**

**THE ROTARY CLUB OF SAULT STE. MARIE  
(hereinafter referred to as the "Rotary Club")**

**WHEREAS** the City is the registered owner of parkland in the City of Sault Ste. Marie known as Bellevue Park, 1301 Queen St E, Sault Ste. Marie, ON hereinafter referred to as "the Park";

**AND WHEREAS** the City wishes to install inclusive and accessible playground equipment in the Park;

**AND WHEREAS** the Rotary Club is a service oriented organization whose members are volunteers with a commitment to community service;

**AND WHEREAS** the Rotary Club has agreed to assist the City in the acquisition of inclusive and accessible playground equipment by donating funds to the City for that purpose.

**NOW THEREFORE** the parties hereto agree as follows:

### **DONATION**

1. The Rotary Club agrees to donate funds in the amount of \$80,000.00 to the City for the exclusive purpose of the purchase of inclusive and accessible playground equipment.
2. The City acknowledges having received the said funds as referred in paragraph 1 of this agreement from the Rotary Club and has purchased inclusive and accessible playground equipment with said funds.

### **USE OF DONATION FUNDS**

3. The City covenants and agrees that the donation funds provided to it by the Rotary Club shall be used solely towards the cost of purchase of inclusive and accessible playground equipment and for no other purpose.
4. The City agrees to install the accessible playground equipment in the Park in a timely fashion, but in any event on or before July 18<sup>th</sup> of 2017.
5. The City acknowledges that the Rotary Club has made a donation of funds toward the purchase of playground equipment and the Rotary Club does not make any representations or warranties as to the safety of said playground equipment or its appropriateness for use by any members of the public.

#### **INSTALLATION & MAINTENANCE**

6. The City acknowledges and agrees that the installation of the inclusive and accessible playground equipment shall be the sole responsibility of the City.
7. The City acknowledges and agrees that all necessary maintenance of the inclusive and accessible playground equipment shall be the sole responsibility of the City.
8. The City shall indemnify and save harmless the Rotary Club from all liability however caused, or costs incurred from defending an action arising out of the installation, maintenance or the use of the said inclusive and accessible playground equipment by any person or persons who may make claim against the Rotary Club.
9. The parties hereto acknowledge and agree that if at any point in the future the inclusive and accessible playground equipment becomes unfit for use the City may remove and/or replace it at its sole discretion and expense.

#### **APPRECIATION**

10. The City agrees to purchase, install and maintain a plaque at the Park, of which material, design and word composition is to the approval of The Rotary Club, acknowledging the generous donation of the Rotary Club.

#### **DEFAULT**

11. In the event of default by the City, the Rotary Club at its sole discretion and choosing can elect to meet with the City to discuss ramifications.

**IN WITNESS WHEREOF** the parties hereto have affixed their hands and seals this 18<sup>th</sup> day of July, 2016.

**THE ROTARY CLUB OF  
SAULT STE. MARIE**

Per: \_\_\_\_\_  
**PRESIDENT OF THE ROTARY CLUB  
(SAULT STE. MARIE) –  
MELINDA MILLS**

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

Per: \_\_\_\_\_  
**MAYOR – CHRISTIAN PROVENZANO**

Per: \_\_\_\_\_  
**CITY CLERK – MALCOLM WHITE**

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

**BY-LAW 2016-118**

**AGREEMENT:** (AG159) A by-law to authorize the execution of an agreement between the City and the Algoma District School Board for items identified as the City's responsibility vis-à-vis the Etienne Brule School Community Partnership Project.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated July 18, 2016 between the City and the Rotary Club of Sault Ste. Marie, a copy of which is attached as Schedule "A" hereto. This agreement for items identified as the City's responsibility vis-à-vis the Etienne Brule School Community Partnership Project.

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 18<sup>th</sup> day of July, 2016.

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**MAYOR – CHRISTIAN PROVENZANO**

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**CITY CLERK – MALCOLM WHITE**

LEGAL\STAFF\BYLAWS\1. 2016\2016-118 EXECUTION AGREEMENT ETIENNE BRULE SCHOOL COMMUNITY PARTNERSHIP PROJECT.DOC

**LICENCE TO OCCUPY ALGOMA DISTRICT SCHOOL BOARD**

**THIS LICENCE AGREEMENT** made in duplicate this 18<sup>th</sup> day of July, 2016.

**B E T W E E N:**

**ALGOMA DISTRICT SCHOOL BOARD**

(herein referred to as the "ADSB")

- and -

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

(herein referred to as "City")

**WHEREAS** the ADSB is the registered owner of the lands and premises municipally known as "241 Albert Street West", legally described in PIN 31511-0199(LT) (the "ADSB Lands");

**AND WHEREAS** the City is the developer of the Etienne Brule School Community Partnership Project and desires to use a portion of the ADSB Lands to create a Playground, Orchard/Community Garden, Sugar bush, Basketball court, and a section of the Hub Trail (the "Community Partnership Project"), in accordance with the dimensions and at the locations as marked and identified in Schedule "A" to this Licence Agreement (the "Licenced Area");

**AND WHEREAS** ADSB is prepared to grant to the City the right to occupy the Licenced Area for the Community Partnership Project (the "Licenced Area"), subject to the terms and conditions set out herein;

**NOW THEREFORE** in consideration of the sum of One (\$1.00 CDN) Dollar, the receipt of which is hereby acknowledged by the ADSB and the mutual covenants, agreements and promises hereinafter set forth, the parties for themselves and their respective permitted assigns do hereby covenant and agree with one another as follows:

1. The ADSB grants to the City the right to occupy the Licenced Area for a period of five (5) years commencing July 1<sup>st</sup> of 2016 and ending on June 30<sup>th</sup> of 2021 (the "Term"). This Licence Agreement shall automatically renew on a yearly basis thereafter on the same terms and conditions at both parties consent (the "Renewal Term(s)").
2. The Licenced Area shall only be used for the Community Partnership Project which shall be constructed in accordance with the dimensions and at the locations as marked and identified in Schedule "A" to this Licence Agreement. The City shall not use or permit the Licenced Area to be used for any purpose other than the purpose set out herein.
3. The City acknowledges and agrees that this Licence Agreement is subject to the conditions set out in Schedule "B" attached.
4. The City shall not assign, transfer or make any other disposition of this Licence Agreement or of the rights conferred thereby, without the prior written consent of the ADSB.
5. Any notice pursuant to any of the provisions of this Licence Agreement shall be deemed to have been properly given if delivered in person or sent electronically as follows:

In the case of notice to the City to:

Melanie Borowicz-Sibenik  
Assistant City Solicitor/Senior Litigation Counsel  
The Corporation of the City of Sault Ste. Marie  
Email: [m.borowiczsibenik@cityssm.on.ca](mailto:m.borowiczsibenik@cityssm.on.ca)

In the case of notice to the ADSB to:

Joe Santa Maria  
c/o Superintendent of Business  
Algoma District School Board  
c/o Superintendent of Business  
644 Albert Street East,  
Sault Ste. Marie, Ontario P6A 2K7

6. This Licence Agreement, together with the recitals and the Schedules appended hereto constitutes the entire agreement of the parties and supercedes all prior representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be modified only by written instrument signed by both parties.

7. The provisions of this Licence Agreement shall be binding upon and enure to the benefit of, the parties and their respective successors and (where applicable) permitted assigns.

8. The parties hereto acknowledge and agree that the recitals and Schedules "A" and "B" appended hereto shall and do form part of this Licence Agreement.

9. This Licence Agreement shall be exclusively governed by, and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein.

10. This Agreement may be executed by the parties hereto in separate counterparts, each of which so executed shall be deemed to be an original. Such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the effective date set forth above.

11. The parties hereto agree that paragraphs 1-4 inclusive and, 6-11 inclusive of this Licence Agreement, the recitals herein, and Schedules "A" and "B" to this Licence Agreement shall survive the termination of this Licence Agreement.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement this 18<sup>th</sup> day of July, 2016.

**ALGOMA DISTRICT SCHOOL BOARD**

Per: \_\_\_\_\_

JOE SANTA MARIA –  
SUPERINTENDENT OF BUSINESS

*I have authority to bind the Corporation*

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

Per: \_\_\_\_\_

MAYOR – CHRISTIAN PROVENZANO

Per: \_\_\_\_\_

CITY CLERK – MALCOLM WHITE

*We have the authority to bind the Corporation*

## **SCHEDULE "A"**

### **Description of Licensed Space**

The City is responsible for upkeep and maintenance of the space allocated as Block 'A', as described in the attached drawing, and forming part of Schedule "A", which includes;

- 1) Playground;
- 2) Orchard/Community Garden;
- 3) Sugar bush;
- 4) Basketball court; and,
- 5) The Hub Trail.

The ADSB will assume responsibility for, any, and all, upkeep and maintenance of the space allocated as Block 'B', as described in the attached drawing, and forming part of Schedule "A", which includes, but is not limited to;

- 1) The Existing Building;
- 2) Parking/Drop-Off Area;
- 3) Green House; and,
- 4) Field.

## SCHEDULE "B" TO LICENCE AGREEMENT

The parties hereto acknowledge and agree that this Licence Agreement is subject to the following conditions:

1. The City shall be permitted to use the Licenced Area for the Community Partnership Project, which shall consist of a Playground, Orchard/Community Garden, Sugar bush, Basketball court, and a section of the Hub Trail, in accordance with the dimensions and at the locations as set out in Schedule "A" to this Licence Agreement.

3. At no time shall ADSB be responsible for constructing, transporting, setting up, operating, inspecting, maintaining, or otherwise dealing with the Community Partnership Project or any other matters related directly or indirectly thereto. The City shall be responsible for all costs, expenses and liabilities related to the construction, transportation, set up, operation, inspection and maintenance of the Community Partnership Project. The City shall indemnify and save harmless the ADSB from any costs, liabilities and expenses incurred by the ADSB that may result from the Community Partnership Project and any matters related directly or indirectly thereto.

4. The City confirms that the ADSB has not provided any representation, warranty or other assurance regarding the suitability of the Licenced Area, ADSB Lands or any part thereof, for use by the City. The City acknowledges that it has carried out an inspection of the ADSB Lands and Licenced Area specifically to satisfy itself concerning the suitability of same for its proposed use and further, that it is using the Licenced Area on an "as is where is" basis.

5. The City shall have full responsibility, at its own expense, to ensure that it has obtained all necessary approvals and secured and/or completed all such permits, plans, assessments, proposals, and studies that are necessary, if any, for the Community Partnership Project. The City acknowledges that it must apply for and receive a permit from the Sault Ste. Marie Conservation Authority ("SSMRCA") prior to constructing the Community Partnership Project. The City represents and warrants that it applied for and received the necessary permit(s) from the SSMRCA in regards to the Community Partnership Project. The City shall save harmless and fully indemnify the ADSB from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses of every kind or nature which the ADSB may suffer, be at or be put to by reason of or in consequence of the noncompliance by the City of such approvals, permits, plans, assessments, proposal, and studies.

6. The City shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Community Partnership Project and all matters related to this Licence Agreement and shall save harmless and fully indemnify the ADSB from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the City with such Laws, By-Laws, Rules and Regulations.

7. The City shall indemnify and save harmless the ADSB from all costs and expenses caused to or incurred by the ADSB and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Community Partnership Project, the intent being that the ADSB shall be at no risk or expense to which it would not have been put had the Community Partnership Project not been placed on the Licenced Area.

8. The City agrees to defend, indemnify and save harmless the ADSB and their respective councilors, officials, officers, directors, employees, consultants, agents, successors, contractors and assigns, or any of them, from any actions, causes of actions, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings (including without limitation those relating to environmental, product liability, work place safety and insurance compensation, personal injury, property damage, occupational health and safety matters) made or brought against or suffered by or imposed upon all or any of them or their respective property in respect of any loss or damage to property, personal injury or death or any other losses of any nature or other relief to any person or property directly or indirectly arising out of or resulting from or sustained by reason of any act, error, default, failure, fault, neglect, negligence, omission or wrong doing of the City, its directors, officers, employees, consultants, subcontractors, agents, users, customers, or other persons for which it is responsible in law or any of them including but not limited to the design, hauling, delivery, transportation, construction, set up, operation, inspection and maintenance of the Community

Partnership Project, or any other activities related directly or indirectly to the Community Partnership Project or otherwise arising out of or connected with this Agreement.

9. If, at the sole discretion of the ADSB and/or emergency personnel, the ADSB and/or emergency personnel requires access to any portion of the Licenced Area, such that removal of any portion or the entirety of the Community Partnership Project is required, the City shall in no way restrict such access and the ADSB and/or emergency personnel shall in no way be responsible for restoring the Community Partnership Project to its condition prior to such access by the ADSB and/or emergency personnel.

10. During the Term, the City shall be responsible, at its sole liability and expense, to complete all necessary inspections, maintenance and upkeep of the Licenced Area. The City agrees to regularly inspect and maintain the Licenced Area in a manner that is consistent with the overall character of the remainder of the ADSB Lands. In the event that the City fails to maintain the Licenced Area in a manner satisfactory to the ADSB in the ADSB's sole discretion, the ADSB may terminate this Licence Agreement on ten (10) days' written notice to the City. The City further acknowledges and agrees that its use and operation of the Licenced Area shall not interfere with the use and maintenance of the remainder of the ADSB Lands.

11. At the conclusion of the Term or Renewal Term(s), or upon early termination of this Licence Agreement, the City shall within thirty (30) days of same, promptly remove all materials related to the Community Partnership Project, complete all necessary cleanup activities and restore the Licensed Area to the condition it existed prior to its use of the Licenced Area, to the satisfaction of the ADSB. In the event that the required cleanup activities and restoration of the Licenced Area is not completed by the City by thirty (30) days after the conclusion of the Term or Renewal Term(s), or upon early termination of this Licence Agreement, the ADSB may complete such cleanup, removal of the items and restore the Licenced Area as it deems necessary at the expense, liability and risk of the City.

12. The City hereby acknowledges and agrees that it has no proprietary right, title or interest in the Licenced Area, and that same is and shall remain the property, title and right of the ADSB.

13. The City shall keep in force during the term of this Licence Agreement, property damage insurance and personal injury insurance against claims for bodily injury, death or property damage occurring on the Licenced Area in an amount not less than Two Million (\$2,000,00.00) Dollars and name the ADSB as "Additional Insured" to same. Proof of said insurance shall be filed with the Legal Department of the City of Sault Ste. Marie on or before February 16, 2015, and thereafter on February 1, 2015 of every year in the Term and Renewal Term(s), if applicable.

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

**BY-LAW 2016-119**

**AGREEMENT:** (P3.4) A by-law to authorize the execution of an agreement between the City and Tulloch Engineering Inc. for engineering services.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement between the City and Tulloch Engineering Inc. for engineering services for the feasibility study of the relocation of Transit operations and garage.

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 18<sup>th</sup> day of July, 2016.

---

**MAYOR – CHRISTIAN PROVENZANO**

---

**CITY CLERK – MALCOLM WHITE**

**M.E.A. / C.E.O.**  
**CLIENT / ENGINEER AGREEMENT**  
**FOR**  
**Professional Consulting Services**  
**2016**  
**AGREEMENT CONTENTS**

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**AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES**

**Dated the 18th day of July A. D. 2016**

**-BETWEEN-**

**Corporation of the City of Sault Ste Marie**

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

**-AND-**

**TULLOCH ENGINEERING INC.**

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to complete a Municipal Class Environmental Assessment to assess the feasibility of the relocation of Transit operations and garage to the existing Public Works and Transportation site on Sackville Road

Hereinafter called the 'Project' and has requested the Engineer to furnish professional services in connection therewith.

**NOW THEREFORE WITNESSETH** that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

## DEFINITIONS

- a) Engineer - In this Agreement the word Engineer shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.
- b) Services – In this Agreement the word Services shall mean the performance of duties or the duties performed or the employment of any duties or work for a person, organization, government, etc.
- c) RFP – Request for Proposal issued by Purchasing Division of the Finance Department. dated 2016-04-14 and entitled "Request for Proposal City of Sault Ste Marie Feasibility Study Transit Operations and Garage Potential to Integrate with Public Works and Transportation Site (128 Sackville Road)".
- d) Addenda – Addendums 1,2,3,4,5,6.
- e) Order of Precedence:
  - i. Addendums
  - ii. Request for Proposal issued
  - iii. Proposal submission document including detailed Work Plan and Fee Estimate

## ARTICLE 1 - GENERAL CONDITIONS

### 1.1 **Retainer**

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described in Article 2 (The Services) for the Project under the general direction and control of the Client.

### 1.2 **Compensation**

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

### 1.3 **Staff and Methods**

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

### 1.4 **Drawings and Documents**

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. The Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

### 1.5 **Intellectual Property**

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

### 1.6 **Records and Audit**

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.

- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

#### 1.7 Changes and Alterations and Additional Services

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Engineer shall be paid in accordance with Section 3.2.2. for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4, or as otherwise agreed in writing between the parties.

#### 1.8 Delays

In the event that the start of the project is delayed for sixty (60) days or more for reasons beyond the control of the consultant, the Engineer shall have the right to renegotiate the agreement before the commencement of the project.

#### 1.9 Suspension or Termination

The Client may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Engineer is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

#### 1.10 Indemnification

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Engineer is legally liable as a result of the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including

liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of consulting services to the Client within this project.

#### 1.11

##### **Insurance**

The Client will accept the insurance coverage amount specified in this clause section (a) and (b) or as specified in the RFP as the aggregate limit of liability of the Engineer for Clients damages.

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$5,000,000 per occurrence and in the aggregate for general liability and \$2,000,000 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$2,000,000 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) Additional Coverage

If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

#### 1.12

##### **Force Majeure**

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

#### 1.13

##### **Contracting for Construction**

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

**1.14 Assignment**

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

**1.15 Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

**1.16 Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

**1.17 Sub-Consultants**

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

**1.18 Inspection (Review by the Client)**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

**1.19 Publication**

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

**1.20 Confidential Data**

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to

information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentiality, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

## **1.21 Dispute Resolution**

### **1) Negotiation**

- a) In the event of a matter of difference between the Consultant and the Client in relation to the Contract, the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
- b) The Consultant and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.
- c) In the event of failure by the Consultant and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.

### **2) Mediation**

- a) The Consultant and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
- b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator to attempt to mediate and resolve the dispute. The Consultant and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- c) If no agreement is reached within twenty (20) business days of the selection of the Mediator or if either party concludes that further mediation is unlikely to result in agreement, then either the Consultant or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.

- d) If no agreement is reached, either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
  - e) All meetings and proceedings shall be held in municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
  - f) The costs and expenses of the Mediator shall be shared equally by the Consultant and the Client.
- 3) Arbitration
- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
    - i. The Client and the Consultant shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section. If the parties are unable to agree on a neutral arbitrator, each party shall appoint an arbitrator within ten (10) business days, and the two (2) arbitrators so chosen shall select a third arbitrator acceptable to both of them within a further ten (10) business days.
    - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
    - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
    - iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.
    - v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the neutral arbitrator.

- vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act, R.S.O. 1990, c.C-43*.

## **1.22 Time**

The Engineer shall perform the Services in accordance with the requirements of Article 2 and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

## **1.23 Estimates, Schedules and Staff List**

### **1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

### **1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List**

The Engineer will require prior written approval from the Client for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

### **1.23.3 Monthly Reporting of Progress**

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

## ARTICLE 2 – SERVICES TO BE PROVIDED

### 2.1 Consultant Services

The Services to be provided by the Engineer are generally described in the project proposal which is attached as Schedule "B" and includes the following:

Conduct a feasibility study under the Municipal Class Environmental Assessment process for the project:

#### Phase 1

Review of background information

Develop problem/opportunity statement

#### Phase 2

Identify alternative solutions

Inventory existing environment

Identify impacts and mitigation measures

Evaluate and select preferred solution

Public and review agency consultation

Confirmation of Class EA schedule

#### Phase 3

Identify alternative design concepts

Identify impacts of alternative designs

Evaluate and select preferred design

Public and review agency consultation

Selection of preferred design

#### Phase 4

Environmental Study Report

### 2.2 Client Services

The Client shall provide the Consultant with the following services, notwithstanding that, should the client be unable to provide any of the services hereunder, services may be assigned to the consultant under Section 1.7.

1. Access to and, where necessary, copies of existing reports, plans, profiles or other pertinent information showing or pertaining to existing conditions within the Project area.
2. Registered land plans, legal documents and surveys, where necessary, defining the property limits of existing parcels of land affected by the Project, and as required in the acquisition of property and lands for the Project.

3. General direction of the Consultant in the provision of the services.
4. Arrange and make provision for the Consultant's entry and ready access to properties of the Project, as necessary, to enable the performance of services.
5. Designate, in writing, an individual to act as his Representative who will transmit instructions to and receive information from the Consultant.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses 1 through 5 hereof, inclusive, as being accurate in the performance of the Consultant's services under this Agreement.

### ARTICLE 3 - FEES AND DISBURSEMENTS

#### 3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

##### a) Cost of the Work:

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

##### b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

### **3.2 Basis of Payment**

#### **3.2.1 N/A**

#### **3.2.2 Fees Calculated on a Time Basis**

##### **3.2.2.1 Fees**

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2.1. Fees on a time basis for all staff shall be hourly rates based on job classifications as shown in Schedule "A" attached.

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

##### **3.2.2.2 Time Expended**

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

#### **3.2.3 N/A**

#### **3.2.4 Reimbursable Expenses**

In addition to the fee calculated in accordance with section 3.2.2 and for extra work, the Engineer shall be reimbursed at cost plus an administrative charge of 5%, for all expenses and disbursements properly incurred by the Consultant in connection with the project.

### **3.3 Payment**

#### **3.3.1 Fees Calculated on a Time Basis**

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 12 percent (1.0 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineer's invoice.

#### **3.3.2 N/A**

#### **3.3.3 Terms of Payment**

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of 12% per annum.

#### ARTICLE 4 – FORM OF AGREEMENT

**ENGINEER: TULLOCH Engineering Inc.**

The signatory shall have the authority to bind the corporation or company for the purposes of this agreement.

**This 7th Day of July, 2016**

|           |                                                                                   |
|-----------|-----------------------------------------------------------------------------------|
| Signature |  |
| Name      | Mr. Larry Jackson                                                                 |
| Title     | General Manager of Engineering                                                    |

**CLIENT: Corporation of the City of Sault Ste Marie**

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

**This 18th Day of July, 2016**

|           |  |           |  |
|-----------|--|-----------|--|
| Signature |  | Signature |  |
| Name      |  | Name      |  |
| Title     |  | Title     |  |

**SCHEDULE A**

**1. Fee Estimate**

The estimated total fees for the assignment, including all expenses and disbursements are shown in the following table. The total fee is an estimate based on experience on similar projects. The Total Fee for the assignment is an Upset Limit for the specified Scope of Work and will not be exceeded without the approval of the Corporation of the City of Sault Ste. Marie.

| Description of Services             | Scope of Work         | Estimated Fee       |
|-------------------------------------|-----------------------|---------------------|
| Phase 1 Problem or Opportunity      | Agreement Section 2.1 | \$21,380.00         |
| Phase 2 Alternative Solutions       | Agreement Section 2.1 | \$86,650.00         |
| Phase 3 Alternative Design Concepts | Agreement Section 2.1 | \$66,590.00         |
| Phase 4 Environmental Study Report  | Agreement Section 2.1 | \$15,970.00         |
| <b>Total Upset Limit</b>            |                       | <b>\$190,590.00</b> |

Fees do not include H.S.T.

**2. Billing Rates**

Billing rates for personnel assigned to this project, based on their job description / classification are provided in the following table.

| Job Description / Classification    | Billing Rate      |
|-------------------------------------|-------------------|
| General Manager / Principal         | \$150/hour        |
| Project Advisor / Project Manager   | \$150 /hour       |
| Project Engineer                    | \$115/hour        |
| Engineering Intern/ Junior Engineer | \$70 - \$90/hour  |
| Project Ecologist                   | \$130/hour        |
| Senior Technician / Designer        | \$80 - \$100/hour |
| Junior Technician / Designer        | \$60 - \$70/hour  |
| Senior Inspector                    | \$80 - \$100/hour |
| Junior Inspector                    | \$60 - \$80/hour  |
| CAD Operator                        | \$60 - \$80/hour  |
| Administrative                      | \$50 - \$65/hour  |

**SCHEDULE B**

**Proposal for Feasibility Study  
Potential Transit Operations  
File 2016PWT-15-P**

Proposal for Feasibility Study  
Potential Transit Operations  
Integration at PWT Location  
File 2016PWT-15-P

5.20.2016



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## 1 INTRODUCTION

### 1.1 BACKGROUND

The City of Sault Ste. Marie's Transit (Sault Transit) operations and garage facility located at 111 Huron Street was built in approximately 1981 and is in need of major repairs and upgrades. Some of the required repairs such as the replacement of the existing roof will be quite costly. In addition to the required repairs, the facility no longer fully meets the needs of the Transit Division and upgrades are required to provide additional maintenance space and office space. The Huron Street location is no longer central to key transit destinations such as the hospital and major shopping centres which have progressively migrated to the north end of the City. As a result, travel times have increased for buses including paratransit vehicles travelling to and from the garage at the beginning and end of their service routes.



The City's Public Works and Transportation (PWT) facility at 128 Sackville Road was constructed around 1970. The facility includes office space, a maintenance garage, equipment storage areas and ancillary facilities for the department which includes the Parks Division. Similar to the City Transit facilities, the PWT facilities are in need of major repairs and upgrades. The administration buildings' HVAC system requires replacement, the second floor meeting rooms are not accessible to disabled persons, the cafeteria is undersized for the staff complement and the locker room and washroom facilities are significantly undersized and do not meet today's needs. In addition, more maintenance space and vehicle storage is required to accommodate larger and more sophisticated vehicles and equipment.



Recognizing the shortcomings of the existing Transit and PWT facilities and the significant expenditures that will be required to modernize and restore them to an adequate functionality and safety standards, the City is undertaking a Feasibility Study to consider the potential of integrating the Sault Transit facilities with the Public Works and Transportation site. Such integration offers the potential for synergies in the operation of the respective facilities and potential cost savings.

## 1.2 PROJECT UNDERSTANDING

Given the major expenditures and upgrades required at both the City Transit and Public Works and Transportation facilities, it is prudent to consider integration of the facilities to capitalize on potential synergies and cost saving measures.

In order to assess the feasibility of such an integration, the City requires a diverse and experienced consulting team with expertise in engineering, architecture, transit operations, and public works operations. The assessment must be conducted following the Municipal Class Environmental Assessment process so that it is systematic, thorough and defensible. The assessment must include a full consideration of alternatives, potential environmental impacts and mitigating measures, capital costs and possible cost savings as a result of the integration.

The recent Federal transit infrastructure funding announcement at the Sault Transit bus depot on April 8, 2016 indicated that approximately \$1.5 billion of \$3.4 billion Canadian funding would be allocated to Ontario. Timely completion of this feasibility study would, therefore, provide the documentation required to support the City's application to receive the enhanced funding, which would minimize the cost to the City of Sault Ste. Marie taxpayers.

The project will include a full assessment of all potential environmental impacts of the alternatives, public and regulatory agency consultation and a clear recommendation as to the preferred alternative and design concept moving forward. The entire process will be fully documented in an Environmental Study Report.

### 1.3 CLASS ENVIRONMENTAL ASSESSMENT

Municipal works in Ontario must comply with the Provincial Environmental Assessment Act. The Municipal Class Environmental Assessment (Class EA) developed by the Municipal Engineer's Association, was developed so that individual environmental assessments were not required for municipal projects. It allows municipal proponents to fulfill their responsibilities under the EA act in a relatively efficient, timely and environmentally responsible manner.

Municipal transit projects were added to the Municipal Class EA in 2007. Completing municipal transit projects under the Municipal Class EA process allows proponents to expedite the planning of municipal transit projects since individual environmental assessments are not required.

The Municipal Class EA categorizes projects into schedules identified as Schedule A, Schedule A+, Schedule B and Schedule C.

Schedule A projects are generally very minor in nature with predictable environmental affects that are easily mitigated. They are preapproved under the Class EA. Schedule B and Schedule C projects are increasingly complex with more comprehensive planning and assessment requirements.

The final selection of the Class EA schedule for this study will depend upon the preferred solution. If the preferred solution is to relocate the transit facility to the Public Works and Transportation site, it will be a Schedule C undertaking that must follow the full Class EA process including the publishing of an Environmental Study Report. If the preferred solution is to simply upgrade the respective facilities at their current locations, the assignment can be reduced to a Schedule A or B, depending on land acquisition needs and project costs.

### 1.4 WHY CHOOSE OUR TEAM?

There are many reasons why the City should consider using the Tulloch Engineering team to complete this project and be confident that it will be completed to their satisfaction. These include:

→ We have unmatched knowledge of the City's Public Works and Transportation Department. Our project manager has served as both Commissioner and Deputy Commissioner of the City's Public Works and Transportation Department and is very familiar with all of the issues relating to their operations and personnel involved. Our transit specialist was the Project Manager for the Sault Transit 2006-2010 Ridership Growth and Assessment Management Plan and the 2010 – 2016 Sault Transit and Parabus Master Plan Studies and as such, he is intimately familiar with their operations.

*TULLOCH appreciates the complex challenges that municipal governments face in dealing not only with consultants, the public and community stakeholders, but also with provincial and federal governmental agencies while carrying out a range of projects. Our experienced engineers and designers work with clients to assist in awareness of important environmental regulations and permitting requirements*

→ We are experts in transit operations – Mr. Wally Beck of the Transit Consulting Network has over 40 years of experience in the transit industry including 16 years as the Director of Transit for the City of Kitchener where he worked at the Kitchener Transit Centre, which was a multi-purpose maintenance facility for transit and other municipal fleets and equipment.

→ We are experts in integrated facility design – Mr. Chris Perry, of Perry + Perry Architects, was the lead architect on the design and implementation of the City of Greater Sudbury's integrated Transit and Public Works maintenance facility. Combining Mr. Perry's experience with that of Mr. Beck's transit operations expertise and Mr. McAuley's unparalleled knowledge of the City Department of Public Works and Transportation will ensure the preliminary design of the facility meets the needs of the City, is functional and economical.

→ We have expertise in successfully completing Municipal Class Environmental Assessments. Tulloch Engineering has successfully completed numerous Class Environmental Assessments on behalf of the City of Sault Ste. Marie over the last few years. These include the Class EA for the Fort Creek Aqueduct Replacement (Schedule B, on-going), the MacDonald Avenue Drainage Class EA (Schedule C, completed 2016), the McNabb Street Drainage Class EA (Schedule C, completed 2016), the Baseline Bridge Replacements Class EA (Schedule B, completed 2013), and the Town Line Bridge Replacements Class EA (Schedule B, completed 2013). Our designated Project Manager successfully lead the completion of three of the above noted Class EA's and is intimately familiar with the requirements of the process and the potential pitfalls. We are cognizant of The Municipal Engineer's Association concern with "scope creep" and will ensure that the study stays focused on the issue at hand and provides the City with clear direction for the future.

## 2 CONSULTANT TEAM

The team assembled for this assignment combines the technical expertise in transit operations and facility design with extensive knowledge of Sault Ste. Marie's Public Works Department and municipal requirements. The team has extensive experience in Class Environmental Assessments, public consultation, infrastructure design, structural design and the management of complex projects.

Each team member is available and committed to the successful completion of this assignment. We look forward to assisting the City in implementing a project that will serve the area for many years to come.

### 2.1 TULLOCH CORPORATE OVERVIEW

TULLOCH Engineering's extensive experience with local governments includes planning, design, and construction management of public infrastructure projects



Tulloch Engineering is a progressive consulting firm providing integrated land development, surveying and engineering services throughout Canada. The key focus of our company is to provide our clients with services for renewable energy development, environmental protection, infrastructure design, and the administration of capital construction projects.



For over 20 years, Tulloch has provided practical engineering and survey solutions to both the private and public sector. Projects range from large government assignments to private residential requests. Tulloch Engineering was established in 1991 as a small consulting survey practice with one office and five staff. Since then, we have grown into a full-service engineering firm employing over 250 professional and technical staff working in 10 branch offices in Ontario, providing services across Canada and internationally.

Today, Tulloch Engineering has technical expertise in the areas of civil and structural engineering, geomatics, municipal, geotechnical, environmental, transportation, and LiDAR (Light Detection and Ranging) mapping services. Survey, design, and contract administration services are provided to industrial and commercial clients, as well as to all levels of government.

The strength of Tulloch Engineering lies with our diversity of service. The ability to combine infrastructure design and land surveying gives Tulloch the expertise to provide full-service solutions to our clients. Our capability to handle both geomatic services and civil engineering design allows clients to benefit from a “one-stop shop” for renewable energy projects, utility corridors, subdivision planning, highway and road services, and municipal infrastructure development.

Tulloch Engineering has completed numerous assignments for the City of Sault Ste. Marie and specifically the Department of Public Works and Transportation over the last few years. We are very familiar with the operations of the Department and the Transit Division and intimately familiar with municipal requirements. Tulloch Engineering will lead this assignment, and provide overall direction and coordination of the Class EA process. We will also provide expertise in the preliminary design of facilities, cost estimating, natural environmental aspects, and civil engineering requirements on the assignment.

## 2.2 TRANSIT CONSULTING NETWORK – WALLY BECK, CET

Over 40 years of experience in the transit industry

Wally Beck founded the Transit Consulting Network in 2012, following ten (10) years as vice-president of the transit business practice at a leading transportation planning and engineering firm. The Transit Consulting Network is a collaborative membership based teaming and referral network focused on providing expert transit consulting services. The Network is comprised of senior level transit professionals with decades of experience in all aspects of transit operations. The Transit Consulting Network has successfully completed several transit consulting assignments in Ontario, Nova Scotia, New Brunswick, Saskatchewan, and overseas since 2012.



Mr. Beck will lead TCN's efforts on this assignment and will be responsible for providing expertise in transit operations. This expertise will be invaluable in assessing impacts to traffic, dead-head costs, the impact on greenhouse gases and emissions, and determining the requirements for a new or upgraded transit facility.

## 2.3 PERRY + PERRY ARCHITECTS

Perry + Perry Architects Inc. have over 25 years of successful work experience throughout Northern Ontario. We realized that in order to establish the confidence and trust from new clients, an innovative and fresh approach was needed. Our proven methodology and unique philosophy towards project delivery has resulted in achieving that confidence in several major commissions and a diverse range of client groups.



We believe that our TEAM offers a comprehensive and thorough approach, with effective methods of project delivery and a strong commitment to understanding and translating your needs into a cost-effective solution.

We also believe that we have put together a qualified TEAM that is ideally suited to respond to the unique challenges of this project. To successfully complete the assignment, the City of Sault Ste. Marie will need to select a Consultant that has specific, on-going experience with the following:

- Innovative and fresh approach - Perry + Perry Architects Inc have developed a unique methodology and philosophy regarding to the delivery of integrated architectural and project management services.
- Delivering projects on schedule - Our experience and ability to concentrate skilled personnel results in the delivery of the projects on time and on schedule.
- Experience with project type, size and complexity - Our Team have designed and/or project managed similar projects of this type, size and complexity.
- Ability to work closely with the Project Design Team - Fundamental to the process is the City's involvement. To ensure that the end result is successful, Project Team participation is essential during all stages of project development.
- Quality Control - Our developed communication skills, project methodology and commitment to personalized service allows for enhanced quality control in all aspects of project development.
- Availability to commence work immediately - Our TEAM is capable to assign the required personnel immediately and with full commitment

## 2.4 PROJECT TEAM

***To achieve the project objectives and provide the City with comprehensive services, we have assembled a diverse and expert project team consisting of professionals with significant experience in Class Environmental Assessments, transit operations, public works operations, architectural design, civil design and assessment of environmental impacts.***

Figure 2.1 is an Organization Chart for the assignment. A brief description of each team member's relevant professional experience and assigned role is provided below. Detailed curriculum vitae for named staff are available upon request.

**Mr. Patrick McAuley, MBA, P.Eng. – Project Manager.** Mr. McAuley will be the Project Manager on this assignment. Mr. McAuley has over forty years of work experience with thirty of those years spent working with the Corporation of the City of Sault Ste. Marie. During his time at the City, Pat held positions including the

Commissioner of Public Works and Transportation, the Deputy Commissioner of Public Works and Transportation and the Acting Commissioner of the Engineering and Planning Department. Pat has extensive experience in project management, engineering design, and the completion of Class Environmental Assessments. He brings extensive knowledge of the City's operations to the assignment and will lead all aspects of the study ensuring that it is completed to the satisfaction of the City.

**Mr. Larry Jackson, P.Eng.** will be a **Project Advisor** on the assignment. Mr. Jackson is the General Manager of Tulloch Engineering with more than 28 years of consulting experience. His experience includes all aspects of civil engineering including Class Environmental Assessments, municipal transportation projects, municipal servicing projects and management of multi-disciplinary complex projects. Larry has detailed knowledge of the City having completed numerous assignments on the Municipality's behalf over the last twenty-five years. He will provide overall direction on the assignment and ensure adequate resources are available for its successful completion. He will review all reports and provide assistance to Mr. McAuley as necessary.

**Mr. Walter Beck, C.E.T.** - Mr. Beck is President of the Transit Consulting Network and will provide transit and Parabus maintenance and operations expertise on this assignment. Wally has over forty years of experience in the transit industry consisting of twenty three years in the municipal sector, including sixteen years as Director of Kitchener Transit, complemented by eighteen years in the consulting field. He possesses both high level and hands-on experience in many transit disciplines including strategic planning, network planning, marketing, scheduling and operations, specialized transit strategies, transit node and corridor studies, commuter parking strategies, transit service reviews, establishing performance goals, functional design of transit terminal and maintenance facilities, ridership grow strategies, fare pricing policies and strategies, smart card functional design, revenue management, business case assessments, transit friendly development design, alternative service strategies, organizational reviews, and stakeholder consultation at all levels.

Wally's eighteen year tenure with Kitchener Transit enabled him to see firsthand, the impact his Transit Supportive Land Use policies developed in 1979 and enhanced thereafter, had on the stronger role transit played in the growth of Kitchener/Waterloo Ontario, including the higher-order transit initiatives underway today.

Relative to this study, Mr. Beck worked for eighteen years at the City of Kitchener Transit Centre, which served as a multi-purpose maintenance facility for other City departments, including Public Work, Parks and Recreation, and Traffic and Parking. As an example of the economies of scale that were realized throughout the year, major bus repairs were undertaken during the summer months when the peak transit bus requirement was at its lowest while Parks and Recreation was in peak use in the field. During the non-summer months, major repairs there then undertaken on Parks and Recreation equipment while the peak transit bus requirement was at its highest. Wally also managed the Sault Transit 2006-2010 Ridership Growth and Asset Management Plan and the 2010-2016 Sault Transit and Parabus Master Plan Studies.

**Mr. Vince Mauceri, MCIP, RPP, BES - Traffic Impact Assessment** - Vince is a strategic and operational transportation professional offering more than 35 years of experience and success in both the public and private sectors in traffic operations, parking, public transit (conventional & paratransit) operations, planning & management; technology; and Transportation Demand Management. Vince worked in municipal transit operations, planning, marketing and management for nearly 18 years at municipalities and agencies (Burlington,

Mississauga, Hamilton, Kitchener-Waterloo, and TTC), including 7 years as the City of Burlington's Director of Transit & Traffic.

Vince Mauceri and Wally Beck have collaborated since 1983 when Vince worked at the multi-use Kitchener Transit Centre as Senior Transportation Planner for Kitchener-Waterloo Transit while Wally held the Director of Transit position. Vince has teamed with Transit Consulting Network on two recently completed studies (confidential Provincial study and County of Simcoe bus pass program study) and is currently working with Transit Consulting Network for both the Fort Erie Transit and Orillia Transit 5-year Transit Service Reviews.

**Mr. Christopher J. Perry, BSc.Arch, B.Arch, OAA - Principal, Perry + Perry Architects Inc.** - For this assignment, Mr. Perry will assume the role of the dedicated Architectural TEAM Project Manager who will direct, coordinate and ensure completion of all required activities. This is a critical role in the success of the assignment and will require an individual with considerable experience in managing a diverse team of specialized consultants. Chris' experience has permitted for the Project TEAM to have a greater understanding and better appreciation of the entire project delivery approach resulting in more cost-effective and successful projects.

Chris graduated from the School of Architecture at McGill University in 1989. While at McGill, Chris was awarded numerous travelling scholarships and design awards acknowledging creative talent, innovation and leadership abilities. Born in Northern Ontario, Chris has a strong commitment to the community and a deep understanding of the area. Chris's developed communication skills create an effective TEAM environment that successfully completes projects on time and on budget.

Chris was the lead Architect for the City of Greater Sudbury Fleet and Transit Operations, Maintenance Storage Facility and, as such, has directly applicable northern Ontario experience relating to the design and construction of integrated transit and public works facilities. This experience and expertise will be invaluable in assessing and evaluating the City of Sault Ste. Marie's requirements and alternatives.

**Mr. Josh Lelievre, P.Eng.** – Mr. Lelievre is a Project Manager at Tulloch Engineering and is responsible for managing a variety of Civil Development projects from initial conception through to construction. Josh has over eight years of experience and has completed numerous assignments that include land development, storm and sanitary sewers, water mains, stormwater management and road design.

**Mr. Bill Tibble, M.Sc.: Senior Aquatic Ecologist**- Bill has worked professionally throughout Canada for 12 years as an Aquatic Biologist/Ecologist in the environmental consulting, government and academic sectors, and has extensive knowledge of aquatic environment and biological sampling methods and techniques, including applicable DFO / EC / MNRF protocols and data requirements. His areas of specialization include environmental effects monitoring, fish community and population assessments, aquatic baseline studies, and aquatic habitat characterization. He has taken part in each stage of project development, including study design, data collections and interpretation, permitting, reporting and post-construction monitoring. Bill has acted as the principal investigator for various projects requiring liaising with federal, provincial and municipal regulators and has obtained the required advice, authorizations and permits for numerous projects involving in-water work.

**Ms. Sheeba Paul, Senior Acoustical Engineer, MEng, P.Eng** – Sheeba obtained both her Bachelors and Masters degree in Environmental Engineering from the University of Guelph. Ms. Paul is a Senior Engineer and Associate of HGC Engineering focusing on the impact of noise and vibration on land use planning. Her expertise lies in assessing noise from transportation sources including railway, roadway, and air traffic, as well as noise from stationary sources. She also frequently monitors vibration from trains, light rail transit (LRT), subways and streetcars. Her project experience includes addressing environmental noise and vibration issues for residential subdivisions, high and mid-rise towers, commercial developments, churches, schools, and retirement homes. In addition to measurement and analysis, Sheeba has also designed noise barriers to reduce the impact of transportation and stationary noise sources on residential and commercial development.

### 3 RELEVANT PAST PROJECT EXPERIENCE

#### 3.1 TULLOCH ENGINEERING'S REPRESENTATIVE PROJECTS

Tulloch Engineering has completed numerous assignments for the City of Sault Ste. Marie over the last number of years including Class Environmental Assessments, infrastructure design and studies. These have included the following:

- Schedule 'C' Municipal Class Environmental Assessment - McNabb Street Flooding
- Schedule 'C' - Municipal Class Environmental Assessment - MacDonald Avenue Flooding
- Perimeter Bridge Environmental Assessments – (2 Schedule B's)
- Trunk Road Flooding Assessment
- Sault Ste. Marie Emergency Bridge Repairs
- North Street Reconstruction
- Black Road Reconstruction
- Gloucester Street Reconstruction
- Andrew Street Reconstruction
- Trunk Road Widening
- Second Ave Reconstruction (on-going)

In addition to those projects noted above, Tulloch's Project Manager on this assignment oversaw numerous capital works projects on behalf of the City throughout his thirty year career.

#### 3.2 TRANSIT CONSULTING NETWORK'S REPRESENTATIVE PROJECTS

- 2006-2010 Transit Ridership Growth and Asset Management Plan – Sault Ste. Marie. This strategic study required a detailed review of existing services and an unprecedented public consultation process in developing a strategic plan and meeting the requirements of the Ridership Growth and Asset Management Plans for both conventional and specialized transit. There were a number of innovations and target markets identified during the study to enhance ridership growth in a fiscally responsible manner, which was successfully implemented by the City.

- 2012-2016 Sault Transit and Parabus Master Plan – Sault Ste. Marie. Wally Beck was the project manager and principal contact for this strategic study based on the successful implementation of their previous 2006-2010 Transit Ridership Growth and Asset Management Plan. The study was unique since it involved a new vision with respect to accessibility, a new route network and mobility hub strategy, terminal design concepts, and clearly identifying the need for a new maintenance facility, fare pricing strategies (U-Pass program and Smart-cards), transit technology assessment and update, and a transit and Parabus organization plan. The study approach treated conventional and specialized transit as one given the integration of specialized transit customers with conventional transit customers.
- Burlington Transit and Handi-Van Maintenance Review – City of Burlington. In order to adapt a current national vehicle safety and environmental standards as well as ensuring vehicle warranty requirements were being met, a detailed review of the fleet maintenance division was undertaken. Mr. Beck applied reasonable metrics that were quantifiable and easily understood to ensure the maintenance staff complement and hours of garage operations met today's needs and going forward. A business case was developed through recommendations that would reduce the costs of reliance on contractors, reduce in-service vehicle breakdowns and reduce overall maintenance costs.

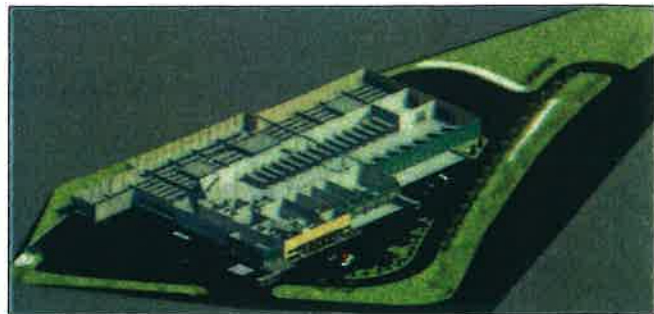
### 3.3 PERRY + PERRY ARCHITECTS' REPRESENTATIVE PROJECTS

#### City of Greater Sudbury Fleet and Transit Operations, Maintenance Storage Facility\* (\$20,000,000) 2016



The Transit Fleet Garage is an 135,000 sf integrated Transit/Fleet Maintenance Garage with all the functions required to repair (28 bays) a full range of buses, fleet, EMS and fire vehicles. Further complementing these repair bays are several support shops including a welding shop with bridge crane, tire shop, body shop, paint shop, re-build shop, and parts and inventory shop which are all integral to the mechanical repair functions of the facility.

The Transit/Fleet Garage also functions as the major depot for City Transit buses (70 buses including space options for articulated buses or double deck buses). This is where they are fueled, washed, vacuumed, detailed, and stored indoors. Transit and Fleet Offices are the final component of the building. \* Denotes Perry + Perry Architects Inc in partnership with IBI Group.



**Miscellaneous City of Greater Sudbury Public Works Facilities** - Miscellaneous projects (\$25,000 - \$20,000,000) since 1995 including Transit/Fleet Maintenance Garage, Firehall/EMS Retrofits, Sudbury Arena Stair Additions and Renovations, Northwest Depot, Transit Administration Building, Mausoleum(s) and Library/Museum.

## 4 PROPOSED WORK PROGRAM AND METHODOLOGY

Based on the Request for Proposal and key project considerations identified therein, along with addendums issued during the proposal period, we have developed a Work Program to satisfy the objectives of the assignment. Figure 4.1 shows the proposed Work Program and preliminary Project Schedule for the assignment. The individual project tasks are briefly described in the sections that follow.

Municipal infrastructure works including transit related works in Ontario must comply with the Provincial Environmental Assessment Act. The Municipal Class EA developed by the Municipal Engineer's Association was implemented so that individual environmental assessments were not required for municipal projects. It allows municipal proponents to fulfill the responsibilities under the EA Act in a relatively efficient, timely and environmentally responsible manner.

The Work Program for this project will follow the prescribed Municipal Class EA process. The Class EA process is subdivided into five distinct phases starting with the definition of the problem or opportunity in Phase 1 and culminating in implementation of the project in Phase 5. The determination of the appropriate project schedule for this assignment cannot be completed until the conclusion of Phase 2 during which the alternative solutions are identified and evaluated. For the sake of the following Work Program, we have assumed that the preferred solution is a Schedule C project that will proceed to the conclusion of Phase 4 of the Class EA.

### 4.1 PHASE 1 – PROBLEM OR OPPORTUNITY

This phase represents the initiation of the study and will include the following activities:

- Project initiation
- Assemble and Review Background Information including previous transit operations reports, the City Buildings Asset Management Plan, the Sackville Road Extension Environmental Study Report, building records for the existing transit facility and existing Public Works facility and any other relevant materials.
- Kick-off Meeting and Site Review: Key project team members will attend a kick-off meeting with City representatives to discuss the proposed work program, study objectives, schedule and milestone dates. The meeting will be followed by a comprehensive site review of the existing transit facility and the Public Works and Transportation facility on Sackville Road. As a minimum, the consulting team will be represented by Mr. McAuley, Mr. Beck and Mr. Perry.
- City Staff Interviews: In order to gain a full appreciation of existing problems/issues, opportunities and constraints, we will interview select City staff with guidance from the City's Project Manager. It is expected that the respective facility managers, supervisors, chief mechanics among others may be interviewed to gain their perspective. The interviews will be fully documented and will provide

valuable input into the formulation of a problem/opportunity statement based on a review of background material and discussions with City staff.

- Develop Problem/Opportunity Statement: As required by the Class EA, we will process to define the problem/opportunity that is to be addressed as part of the Class EA.
- Notice of Study Commencement: At the conclusion of Phase 1, we will publically issue a Notice of Study Commencement to advise the public and regulatory agencies of the start of the study and its intent. We will also ask for any preliminary input at that time.

## 4.2 PHASE 2 – ALTERNATIVE SOLUTIONS

### 4.2.1 IDENTIFY ALTERNATIVE SOLUTIONS

This is a critical stage in the Class EA process and involves the identification of alternative solutions to the problem or opportunity. These alternative solutions will be brought forward for further consideration and analysis including input from the public and regulatory agencies. For this assignment, it is expected that the alternative solutions will include the following:



- Do nothing – business as usual (BAU): This is the base line condition and must be included as one of the alternative solutions according to the Class EA process.
- Upgrade and renovate the existing Transit facilities and Public Works and Transportation facilities at their respective current locations so that they are functional and meet current and future needs; and,
- Provide a new integrated Transit facility at the existing Public Works and Transportation site, emphasizing shared administration, operations and fleet functions where possible.

### 4.2.2 INVENTORY OF EXISTING ENVIRONMENT

During this task, a full inventory and documentation of the existing environment will be completed at both the existing Transit facility and the existing Public Works and Transportation facility to establish baseline conditions from which to evaluate potential impacts. The inventory will include the following:

- A natural environment review;
- A social environment review including land use, City growth patterns, accessibility issues and so on; and,
- An inventory of the current economic environment including existing operating/capital improvement costs, funding opportunities and similar items.

### 4.2.3 IDENTIFY IMPACT OF ALTERNATIVES AND MITIGATING MEASURES

In this component of the study, we will conduct a comprehensive review of the potential impacts of the alternatives on all aspects of the environment (natural, social, and economic). This portion of the study will include the following:

- Conceptual design of the alternatives consisting of building footprints and preliminary site plans. Conceptual designs will be completed for required upgrades to the existing facilities as well as a new facility at the PWT site. They will form the basis for assessing potential impacts.
- Traffic Impact Assessment and Mitigation – A Traffic Impact Assessment and identification of mitigating measures will be conducted in association with the relocation alternative to address the potential impact of additional bus traffic at the PWT site with recommendations for routing of the traffic and other measures to minimize potential impacts. This may include routing traffic to the Industrial Park Crescent entrance as opposed to Sackville Road adjacent to residential land uses.
- Noise/Vibration Assessment and Mitigation. We will conduct a Noise and Vibration Assessment of the relocation alternative to evaluate potential impacts to residential receptors on Sackville Road. Mitigating measures will be considered to minimize these impacts. This assessment will be conducted by HGC Engineering, recognized experts in Ontario for conducting such assessments with extensive experience evaluating municipal projects.
- Comparison of Transit Deadhead Costs and Potential Reductions in Greenhouse Gases and Emissions (GHG) – The potential relocation of the transit facility to the PWT site will have an impact on transit deadhead costs, GHGs and emissions. We will conduct an evaluation and quantify the financial and environmental impact associated with this.
- Natural Environment Impact Assessment and Mitigation – Although the impact on the natural environment is expected to be somewhat minimal, we will consider potential impacts including potential groundwater impacts associated with fueling facilities, and stormwater management requirements to mitigate potential surface water impacts.
- Social Environment Impact Assessment and Mitigation – the social environment impact assessment and mitigation will include a consideration of existing accessibility limitations, staffing issues with particular reference to possible Union issues and land use considerations.
- Cost Estimates – We will develop Class ‘C’ cost estimates for the alternatives including estimated capital costs, operating costs and a consideration of potential funding sources, if any, for the respective alternatives.

#### 4.2.4 EVALUATION OF ALTERNATIVES

In consultation with the City and other stakeholders, we will establish appropriate factors for analysing the alternatives and the relative importance of those factors in the analysis. We will present procedures to allow a systematic evaluation of the alternatives for their advantages, disadvantages, potential impacts and mitigating measures. These procedures will assist in the decision-making process to help determine which alternative best meets the project’s objectives.

The evaluation process will be sensitive and flexible enough to accommodate changing conditions and new information as it becomes available. The objective is to obtain an overall consensus towards a preliminary preferred alternative.



the original environmental inventory completed during the review of alternatives. However, there may be aspects of the alternative design concepts that require a more comprehensive review of potential environmental impacts and mitigating measures such as adjustments to the site plan to mitigate potential impacts.

#### **4.3.3 IDENTIFY IMPACT OF ALTERNATIVE DESIGNS AND MITIGATING MEASURES**

Similar to the previous study component, it is not expected that significant additional work is required to assess the impacts of the alternative designs. However, there will be differences in impacts of a fully integrated or stand-alone Transit facility which will be assessed including the following:

- Environmental impacts of the alternative designs and mitigating measures;
- Natural environment impacts of the alternative designs and mitigation; and,
- Economic environmental impacts of the alternative designs – This component will include the assessment of the capital and operating costs of the design alternatives including funding sources and any land acquisition requirements.

#### **4.3.4 EVALUATION OF ALTERNATIVE DESIGNS**

Similar to the evaluation of the alternative solutions, we will conduct a systematic and defensible evaluation of the alternative design concepts to arrive at a preliminary preferred design to present to review agencies and the public. At this stage we propose to meet with the City to review this evaluation and confirm the recommended design.

#### **4.3.5 PUBLIC AND REVIEW AGENCY CONSULTATION**

After selection of the recommended design, we will consult with review agencies and the public a second time. This will include direct correspondence with appropriate review agencies and key stakeholders and the conduct of public information centre number two. PIC #2 will include the presentation of display materials and opportunities for attendees to provide input to the process. Any comments or questions received in the course of the public and agency consultation will be documented, reviewed and responded to.

At the conclusion of this component, a preferred design will be confirmed in consultation with the City.

### **4.4 PHASE 4 - ENVIRONMENTAL STUDY REPORT**

#### **4.4.1 ENVIRONMENTAL STUDY REPORT**

This section represents the complete documentation of the Class EA planning process that led to the selection of the recommended design. We will prepare a comprehensive Environmental Study Report that fully documents the entire process from the development of the problem/opportunity statement through the evaluation of alternatives, and the selection of the preferred alternative, the evaluation of design concepts and finally the selection of the recommended design. It will include a summary of all public and agency consultation activities

including input received from individuals and agencies. Most importantly, it will include a comprehensive list of mitigating measures to ensure any potential environmental impacts are minimized to the furthest extent possible.

It is expected that the ESR will be prepared in draft form and presented to the City at least two weeks prior to a review meeting at which time we will receive comments and input. Following the review meeting with the City, the ESR will be finalized.

#### 4.4.2 NOTICE OF COMPLETION

As is required in the Class EA process, once the Environmental Study Report has been finalized, we will publish a Notice of Completion to review agencies and the public which initiates the mandatory thirty-day review period. During the review period we will document and respond to any questions or comments. Assuming there is no Part 2 Order Request, and no significant objections arise during the review period, the Class EA process will be concluded at the end of the thirty-day review period.

#### 4.5 SCHEDULE

Although it is difficult to predict the schedule for a Class Environmental Assessment prior to receiving input from the public and review agencies, we have presented a preliminary schedule in Figure 4.1. We believe this schedule is realistic and achievable provided there is no significant opposition to the project.

### 5 ENGINEERING FEES

Figure 5.1 is a time/task matrix that summarizes our fee estimate for the completion of this study. It includes all expected labour costs and disbursements but excludes HST. The fees presented are based on a Schedule C Class EA. If the preferred solution is a Schedule B project, the total fees up to the conclusion of Phase 2 as shown below would be applicable. The following table shows a summary of the engineering fee estimate for the assignment.

| ENGINEERING FEES                      |              |
|---------------------------------------|--------------|
| Phase 1 – Problem or Opportunity      | \$21,380.00  |
| Phase 2 – Alternative Solutions       | \$86,650.00  |
| Phase 3 – Alternative Design Concepts | \$66,590.00  |
| Phase 4 – Environmental Study Report  | \$15,970.00  |
| Total Fee Estimate                    | \$190,590.00 |

## Organization Chart

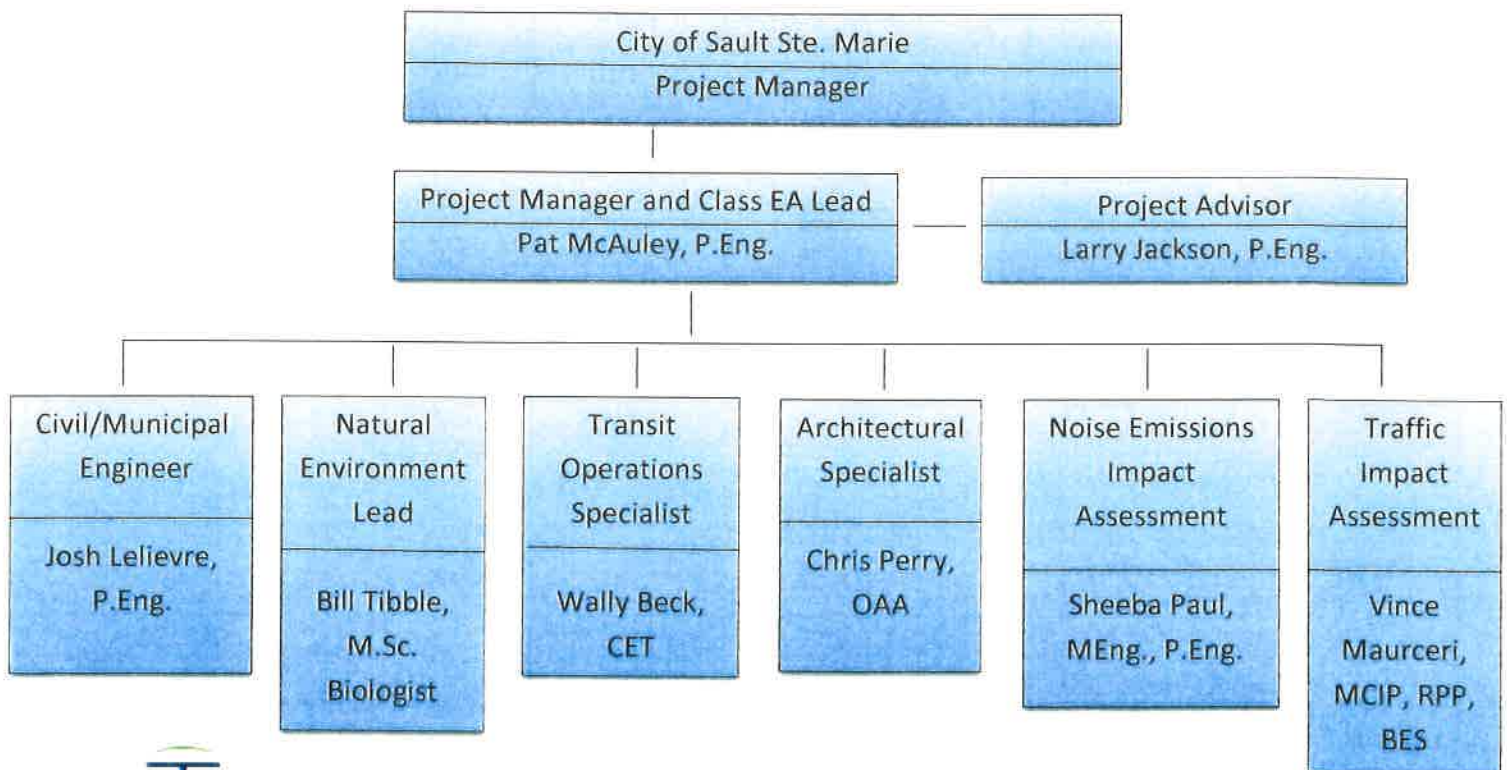
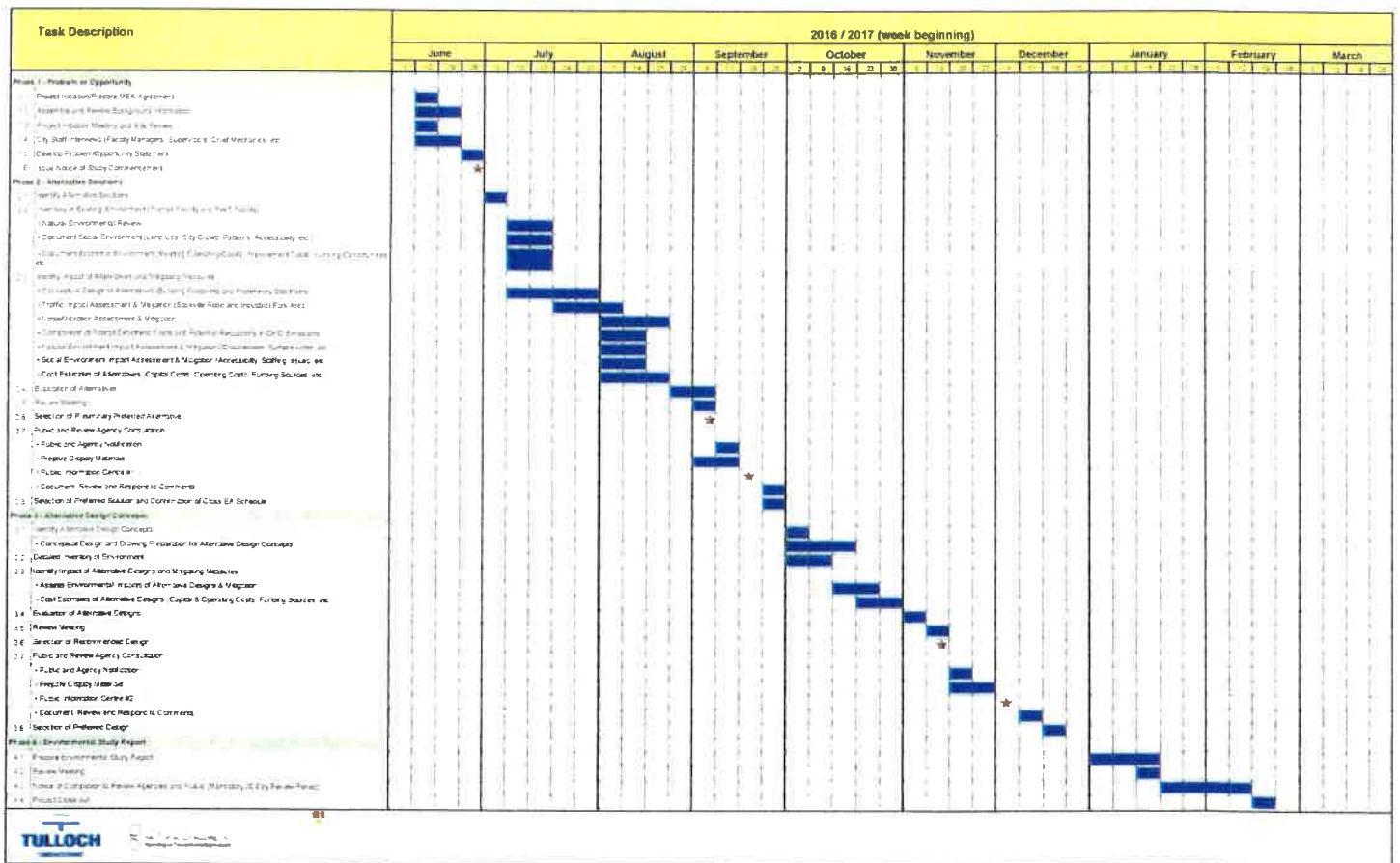


Figure 4.1 - Proposed Work Program and Schedule

City of South St. Marie  
Feasibility Study - Transit Operations and Garage Potential to Integrate with Public Works and Transportation Site



City of Sault Ste. Marie  
Feasibility Study - Transit Operations and Garage Potential to Integrate with Public Works and Transportation Site

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