



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

Monday, September 12, 2016

4:30 p.m.

Council Chambers

Civic Centre

	Pages
1. ADOPTION OF MINUTES	15 - 36
Mover Councillor M. Shoemaker Seconder Councillor L. Turco	
Resolved that the Minutes of the Regular Council Meeting of 2016 08 22 be approved.	
2. QUESTIONS AND INFORMATION ARISING OUT OF THE MINUTES AND NOT OTHERWISE ON THE AGENDA	
3. DECLARATION OF PECUNIARY INTEREST	
3.1 Councillor L. Turco - Municipal Law Enforcement Officers – Appointment	
Spouse employed by Police Services.	
3.2 Councillor L. Turco - Municipal Law Enforcement Officers – Removals	
Spouse employed by Police Services.	
3.3 Councillor L. Turco - By-law 2016-137 (Parking)	
Spouse employed by Police Services.	
3.4 Councillor L. Turco - By-law 2016-138 (Parking)	
Spouse employed by Police Services.	
3.5 Councillor P. Christian - Ontario 150 Community Partnership Program –	

Funding Application

Employee of Algoma District School Board

3.6 Councillor M. Shoemaker - Sault Ste. Marie Economic Development Corporation – Algoma Passenger Train

A partner in this initiative is a client of law firm.

4. APPROVE AGENDA AS PRESENTED

Mover Councillor J. Hupponen
Seconder Councillor R. Niro

Resolved that the Agenda and Addendum for the 2016 09 12 City Council Meeting as presented be approved.

5. PROCLAMATIONS/DELEGATIONS

5.1 City Beautification Awards

5.2 Ovarian Cancer Awareness Month

Gayle Manley, Past President, Zonta

5.3 Childhood Cancer Awareness Month

Dayna Caruso, Executive Director, Northern Ontario Families of Children with Cancer

5.4 Franco-Ontarian Day

Marcel Bouchard, President, Francophone Centre of Sault Ste. Marie

5.5 Terry Fox Week

Colette Michel-Fall, Organizer, 2016 Terry Fox Run

5.6 Legion Week

Wayne Paulencu, President, Royal Canadian Legion Branch 25

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

Mover Councillor J. Hupponen
Seconder Councillor R. Niro

Resolved that all the items listed under date 2016 09 12 – Agenda item 6 – Consent Agenda and the Addendum be approved as recommended save and except agenda item 6.12 and 6.17.

6.1 Council Travel

Mover Councillor J. Hupponen
Seconder Councillor R. Niro

Resolved that Mayor Provenzano be authorized to travel to Calgary, Alberta for three days in October to attend the Smart Cities Conference at an estimated cost to the City of \$2,500.

Mover Councillor J. Hupponen
Seconder Councillor R. Niro

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

6.2 Tender for Screened Street Sand (2016PWT-27-T)

37 - 39

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

Mover Councillor M. Shoemaker
Seconder Councillor L. Turco

Resolved that the report of the Manager of Purchasing dated 2016 09 12 concerning Tender for Screened Street Sand be received and that the tender submitted by Palmer Construction for the supply of Screened Street Sand at the tendered pricing of \$5.48 per tonne, HST extra, for the 2016-2017 Winter Season; and \$5.58 per tonne, HST extra, for the 2017-2018 Winter Season be approved.

6.3 RFP – Economic Development Investments and Best Practices

40 - 42

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

Mover Councillor M. Shoemaker
Seconder Councillor L. Turco

Resolved that the report of the Manager of Purchasing dated 2016 09 12 be received and that the proposal submitted by MDB Insight, to provide a Review of Economic Development Investments and Best Practices for Sault Ste. Marie be approved; Further that the CAO is authorized to sign the Agreement with MDB Insight for provision of this study in accordance with the proposal as submitted; Further that the allocation of \$70,000 from the Economic Development Fund to be applied to this study as follows:

1. Reallocate \$70,000 from Invest in Sault Ste. Marie funding approved September 8, 2014 to Review of Economic Development Investments and Best Practices for Sault Ste. Marie
2. Reallocate \$70,000 2017 commitment for Ontario Winter Games

approved May 30, 2016 to Invest in Sault Ste. Marie.

be approved.

- 6.4 Procurement Policies & Procedures Purchasing Approval Levels 43 - 44**
- A report of the Chief Financial Officer/Treasurer is attached for the consideration of Council.
- The relevant By-law 2016-143 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.5 Municipal Capital Facilities Agreement – 844 Queen Street East and 531 Trunk Road 45 - 46**
- A report of the Acting Commissioner of Social Services is attached for the consideration of Council.
- Mover Councillor M. Shoemaker
Secunder Councillor R. Niro
- Resolved that the report of the Acting Commissioner dated 2016 09 12 concerning Municipal Capital Facilities Agreement – 844 Queen Street East and 531 Trunk Road be received that the Legal Department be requested to prepare by-laws naming 844 Queen Street East and 531 Trunk Road each as a Housing Project Facility authorizing a property tax reduction to a rate equivalent to, or lower than, the single residential rate for the area for a twenty (20) year period.
- 6.6 Algoma Farmers' Market Agreement – Date Amendment 47 - 51**
- A report of the Supervisor of Community Services is attached for the consideration of Council.
- The relevant By-law 2016-140 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.7 Kiwanis Club of Lakeshore – Disc Golf Course 52 - 53**
- A report of the Manager of Recreation and Culture is attached for the consideration of Council.
- Mover Councillor J. Hupponen
Secunder Councillor R. Niro
- Resolved that the report of the Manager of Recreation and Culture dated 2016 09 12 concerning the Disc Golf Course Donation be received and that staff be authorized to enter into a memorandum of agreement with the Kiwanis Club of Lakeshore in reference to the new Disc Golf project.
- 6.8 Ontario 150 Community Partnership Program – Funding Application 54 - 55**

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

Mover Councillor M. Shoemaker
Seconder Councillor L. Turco

Resolved that the report of the Manager of Recreation and Culture dated 2016 09 12 concerning Ontario 150 Community Partnership Program – Funding Application be received and that staff be authorized to apply to The Province of Ontario – Ontario 150 Community Partnership Program for financial assistance for the City's Canada 150 Celebrations in 2017.

6.9 Connecting Link Funding – 2017 56 - 60

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

Mover Councillor J. Hupponen
Seconder Councillor L. Turco

Resolved that the report of the Director of Engineering dated 2016 09 12 concerning Connecting Links be received and that the 2017 candidate projects be the resurfacing of Second Line between Carmen's Way and North Street and between Great Northern Road and Old Garden River Road.

6.10 Northern Avenue Environmental Assessment 61 - 62

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

Mover Councillor J. Hupponen
Seconder Councillor R. Niro

Resolved that the report of the Director of Engineering dated 2016 09 12 concerning the Northern Avenue environmental assessment be received and that the fee limit be increased to \$70,000.

6.11 2015 Annual Fee Report 63 - 65

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

Mover Councillor M. Shoemaker
Seconder Councillor L. Turco

Resolved that the report of the Chief Building Official dated 2016 09 12 concerning the 2015 Annual Fee Report be received as information.

6.12 BK Marketing Services Assignment Agreement 66 - 67

A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.

The relevant By-law 2016-142 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.13 Agreement with Soo Thunderbirds Hockey Club Inc. 68 - 75

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

The relevant By-law 2016-136 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.14 Licence to Occupy City Property Agreement for the Soo Greyhounds Season Opener Party 76 - 77

A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.

The relevant By-laws 2016-134 and 2016-141 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.15 Property Declared Surplus – 1393 Peoples Road 78 - 81

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

The relevant By-law 2016-135 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.16 Rental Housing Incentive Program – 7 82 - 84

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

Mover Councillor M. Shoemaker
Seconder Councillor L. Turco

Resolved that the report of the Director of Planning and Enterprise Services dated 2016 09 12 concerning Rental Housing Incentive Program – 7 be received and that City Council authorize a three-year incremental tax rebate program for 69 Elmwood Avenue subject to:

1. that the municipal rebate apply only to the increase in assessment resulting from new construction, and
2. after the rebate program is completed, the full municipal taxes will apply.

6.17 Huron Street Welcome Feature Update 85 - 88

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

Mover Councillor J. Hupponen
Seconder Councillor L. Turco

Resolved that the report of Senior Planner dated 2016 09 12 concerning an update to the Huron Street Welcome Feature be received and that staff be authorized to proceed with the Contemplative Change Order, as outlined in

this report, with the additional \$125,000 to be sourced from the 2016 Capital Works Budget.

6.18	Municipal Law Enforcement Officers – Appointment	89 - 92
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A report of the Manager of Transit and Parking is attached for the consideration of Council.

The relevant By-law 2016-137 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.19	Municipal Law Enforcement Officers – Removals	93 - 96
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A report of the Manager of Transit and Parking is attached for the consideration of Council.

The relevant By-law 2016-138 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.20 Land Ambulance Service Contract 97 - 98

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

Mover Councillor M. Shoemaker
 Seconder Councillor R. Niro

The relevant Bylaw 2016-145 is listed elsewhere on the Agenda and is recommended for approval.

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1 ADMINISTRATION

7.1.1 Appointment of Deputy CAO Community Development and Enterprise Services 99 - 100

A report of the Chief Administrative Officer is attached for the consideration of Council.

The relevant By-law 2016-150 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

7.2 COMMUNITY SERVICES DEPARTMENT

7.3 ENGINEERING

7.4 FIRE

7.5 LEGAL

7.6 PLANNING

7.6.1 A-12-16-Z – 289 Bay Street 101 - 109

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

Mover Councillor M. Shoemaker
 Seconder Councillor R. Niro

Resolved that the report of the Senior Planner dated 2016 09 12 concerning A-12-16-Z – 289 Bay Street be received and that the application to rezone a portion of the subject property, as shown on the maps attached, from Shopping Centre Zone ("C.5") to Central Commercial Zone ("C.2") be approved and that the Legal Department be directed to prepare the necessary by-law to effect this approval.

7.6.2 A-11-16-Z – 899 Second Line West 110 - 115

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

Mover Councillor M. Shoemaker
 Secunder Councillor R. Niro

Resolved that the report of the Senior Planner dated 2016 09 12 concerning Application A-11-16-Z – 899 Second Line West be received and that Council postpone this application to September 26, 2016.

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

7.8.1	Sault Ste. Marie Economic Development Corporation – Algoma Passenger Train	116 - 127
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A report of the CEO, Sault Ste. Marie Economic Development Corporation is attached for the consideration of Council.

Mover Councillor S. Myers
 Secunder Councillor S. Hollingsworth

Resolved that the report of the CEO, Sault Ste. Marie Economic Development Corporation dated 2016 08 30 regarding Algoma Passenger Train Service be received and that City Council supports the efforts of the Algoma Passenger Service Working Group and requests that the Government of Canada:

- recognize the mission of Transport Canada and support immediate resumption of the Algoma passenger train service by:
 - requiring and compensating CN Rail to immediately resume scheduled service to support the social, economic, employment and remote access needs of First Nations, communities, residents, business and socio-economic stakeholders of the Algoma passenger train corridor;
 - supporting the Missanabie Cree First Nation and the Working Group in their co-operative development of Mask-wa Oo-ta-ban, the bear train, to assume responsibility for and optimize long-term operations

of the passenger train so the economic, employment, remote access and other public interests and values of the Algoma passenger train can be optimized and maximized;

- base future decisions concerning support, scheduling and maintenance of the passenger train service be based on the economic, employment, environmental, social, public safety and other needs dependent on the passenger train services including consultation with First Nations, communities, residences, businesses and socio-economic stakeholder interests;

Further that the Governments of Canada and Ontario be requested to recognize the Algoma Central Railway passenger train services, and the rail access corridor it serves, as a unique and valuable cultural, historic, recreational, environmental and economic asset where Federal and Provincial planning and investment needs to consider its value to the economic, employment, cultural and social viability of the Algoma region;

Further that this resolution be distributed to Algoma District municipalities for support, with copies to the MPs and MPPs serving the Algoma District; Minister of Transport Marc Garneau; Minister of Indigenous and Northern Affairs Carolyn Bennett; Ontario Minister of Northern Development Michael Gravelle; Prime Minister Justin Trudeau and Ontario Premier Kathleen Wynne.

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

8.1 Conditions of City Funding

Mover Councillor M. Shoemaker
Seconder Councillor J. Hupponen

Whereas the Sault Ste. Marie Council requires a full understanding of where taxpayer dollars are being spent to ensure the best allocation of limited resources; and

Whereas Council has recently changed the timelines and budget process for the City of Sault Ste. Marie; and

Whereas the new budgeting process requests that presentations be made by each outside agency (not covered by a City policy) that receives annual funding from the City of Sault Ste. Marie; and

Whereas it is critical that Council knows how such taxpayers funds are being utilized;

Now Therefore Be It Resolved that each outside agency (not covered by a City policy) that receives annual funding from the City of Sault Ste. Marie shall receive such funding only once a formalized funding arrangement is in place that specifies, among other things, that annual budget presentations or summaries are required, as well as year-end financial statements.

8.2 Regulating Drones 128 - 142

Mover Councillor S. Butland
 Seconder Councillor P. Christian

Whereas the use of drones has become very popular both for recreational and commercial pursuits; and

Whereas Transport Canada and some municipalities have prescribed certain regulations pertaining to their use;

Now Therefore Be It Resolved that the Legal Department be requested to prepare an information report regarding the use of drones and any recommended action/non-action be taken.

8.3 Diversion of Water from the Great Lakes 143 - 150

Mover Councillor S. Butland
 Seconder Councillor S. Hollingsworth

Resolved that Council authorize Mayor Provenzano to write a letter of protest to the International Joint Commission opposing the decision by eight state governors to allow the diversion of up to 8.2 million gallons of water per day from Lake Michigan by the City of Waukesha, Wisconsin.

8.4 Aviation Opportunities in Sault Ste. Marie 151 - 154

Mover Councillor S. Butland
 Seconded Councillor P. Christian

Resolved that the information item as presented by Mike Delfre, Executive Director, Canadian Bushplane Heritage Centre be received as information and that it be forwarded to EDC for consideration and response.

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

10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

11. CONSIDERATION AND PASSING OF BY- LAWS

Mover Councillor J. Hupponen
 Seconder Councillor L. Turco

Resolved that all By-laws under item 11 of the Agenda and Addendum under date 2016 09 12 be approved, save and except 2016-137, 2016-138, 2016-142 and 2016-150.

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

11.1.1	By-law 2016-134 (Regulations) Exemption to Noise Control By-law 80-200	155 - 155
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(Soo Greyhounds Season Opener Event)

A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.

Mover Councillor M. Shoemaker
Secondar Councillor L. Turco

Resolved that By-law 2016-134 being a by-law to amend Noise Control By-law 80-200, to exempt from the By-law the "Soo Greyhounds Season Opener" event from 3:00 p.m. to 9:00 p.m. on September 23, 2016 be passed in open Council this 12th day of September, 2016.

11.1.2 By-law 2016-135 (Property) Surplus Property - 1393 Peoples Road 156 - 157

A report from the City Solicitor is on the Agenda.

Mover Councillor M. Shoemaker
Secondar Councillor L. Turco

Resolved that By-law 2016-135 being a by-law to declare the City owned property legally described as Part PIN 31566-0275 (LT) PT SEC 24 KORAH PT 6 1R1216; SAULT STE. MARIE being part civic 1393 Peoples Road, as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 12th day of September, 2016.

11.1.3 By-law 2016-136 (Agreement) Soo Thunderbirds Hockey Club Inc. 158 - 163

A report from the City Solicitor is on the Agenda.

Mover Councillor M. Shoemaker
Secondar Councillor L. Turco

Resolved that By-law 2016-136 being a by-law to authorize the execution of an agreement between the City and the Soo Thunderbirds Hockey Club Inc. dated September 12, 2016 for the use of the Essar Centre and the John Rhodes Centre be passed in open Council this 12th day of September, 2016.

11.1.4 By-law 2016-137 (Parking) 164 - 166

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

Mover Councillor M. Shoemaker
Secondar Councillor L. Turco

Resolved that By-law 2016-137 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties to amend Schedule "A" to By-law 90-305 be passed in open Council this 12th day of September, 2016.

11.1.5 By-law 2016-138 (Parking) 167 - 169

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

Mover Councillor M. Shoemaker

Seconder Councillor L. Turco

Resolved that By-law 2016-138 being a by-law to remove Municipal Law Enforcement Officers to amend Schedule "A" to By-law 90-305 be passed in open Council this 12th day of September, 2016.

11.1.6 By-law 2016-139 (Parking) 170 - 170

Mover Councillor M. Shoemaker

Seconder Councillor L. Turco

Resolved that By-law 2016-139 being a by-law to repeal By-law 2016-120 (a by-law amending Schedule "A" to By-law 93-165) be passed in open Council this 12th day of September, 2016.

11.1.7 By-law 2016-140 Farmers' Market Tent 171 - 173

A report from the Supervisor of Community Services Department is on the Agenda.

Mover Councillor M. Shoemaker

Seconder Councillor L. Turco

Resolved that By-law 2016-140 being a by-law to authorize the execution of an agreement between the City and The Algoma Farmers' Market for the erection of a tent structure in the parking lot of the City owned Roberta Bondar Park be passed in open Council on the 12th day of September, 2016.

11.1.8 By-law 2016-141 (Agreement) Soo Greyhounds Season Opener Event 174 - 182

A report from the Assistant City Solicitor/Senior Litigation Counsel is on the Agenda.

Mover Councillor M. Shoemaker

Seconder Councillor L. Turco

Resolved that By-law 2016-141 being a by-law to authorize the execution of an agreement between the City and Downtown Association and Stephen Alexander, operating as Loplop Lounge & Gallery to grant Downtown Association and Stephen Alexander, operating as Loplop Lounge & Gallery the right to occupy the property of the City identified as a section of Queen Street East from Bruce Street to Dennis Street for the Soo Greyhounds Season Opener Event be passed in open Council this 12th day of September, 2016.

11.1.9 By-law 2016-142 BK Marketing Services Assignment Agreement 183 - 199

A report from the Assistant City Solicitor/Senior Litigation Council is on the Agenda.

Mover Councillor M. Shoemaker
Seconder Councillor L. Turco

Resolved that By-law 2016-142 being a by-law to authorize the execution of an Assignment Agreement between the City, BK Marketing Services and the Sudbury Wolves Hockey Club Ltd. for the assignment of the Agreement dated February 19, 2013 between BK Marketing Services and the City be passed in open Council on the 12th day of September, 2016.

11.1.10 By-law 2016-143 Procurement Policies & Procedures 200 - 229

A report from the Chief Financial Officer/Treasurer is on the Agenda.

Mover Councillor M. Shoemaker
Seconder Councillor L. Turco

Resolved that By-law 2016-143 being a by-law to impose the obligation to adopt policies with respect to the procurement of goods and services be passed in open Council on the 12th day of September, 2016.

11.1.11 *By-law 2016-145 (Agreement) Land Ambulance Service* 230 - 272

Mover Councillor M. Shoemaker
Seconder Councillor L. Turco

By-law 2016-145 being a by-law to authorize the execution of a contract between the City and the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) for the establishment of local land ambulance service standards and the delivery of the forgoing services be passed in open Council this 12th day of September, 2016.

11.1.12 *By-law 2016-150 (Appointment) Deputy CAO Community Development and Enterprise Services* 273 - 273

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

Mover Councillor M. Shoemaker
Seconder Councillor R. Niro

Resolved that By-law 2016-150, being a by-law to appoint Tom Vair as Deputy CAO Community Development and Enterprise Services be passed in open Council this 12th day of September 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 M. Shoemaker

Seconder Councillor R. Niro

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, August 22, 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 L. Turco, Councillor M. Shoemaker, Councillor R. Niro, Councillor M. Bruni, Councillor F. Fata, Councillor J. Krmpotich, Councillor R. Romano

Officials: A. Horsman, R. Tyczinski, M. Figliola, L. Girardi, M. White, N. Kenny, P. Niro, S. Schell, D. McConnell, V. McLeod, D. Elliott, F. Coccimiglio, T. Dodds, T. Vair

1. ADOPTION OF MINUTES

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the Minutes of the Regular Council Meeting of 2016 07 18 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 – Lottery and Gaming Pursuit Project Update

Spouse is employed by OLG

3.2 Councillor R. Niro – Lottery and Gaming Pursuit Project Update

Son is employed by OLG

3.3 Councillor M. Bruni – Lottery and Gaming Pursuit Project Update

Employed by OLG

3.4 Councillor M. Shoemaker – Port of Algoma – Request for Extension to Contribution Agreements

Party is a client of law firm

3.5 Councillor J. Krmpotich – Retention of Restructuring Lawyer Fee Update

Employed by Essar Steel Algoma

3.6 Councillor J. Krmpotich – By-law 2016-106 (Agreement) USW Local 2251

Union co-ordinator for Local 2251

3.7 Councillor L. Turco – Municipal Law Enforcement Officers – Appointment

Spouse is employed by Police Service

3.8 Councillor L. Turco – By-law 2016-120 (Parking) Municipal Law Enforcement Officers

Spouse is employed by Police Service

3.9 Councillor M. Shoemaker – Retention of Restructuring Lawyer Fee Update

A party to the *Companies' Creditors Arrangement Act* proceedings is a client of law firm.

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

Resolved that the Agenda for 2016 08 22 City Council Meeting as presented be approved.

Carried

5. PROCLAMATIONS/DELEGATIONS

5.1 Lottery and Gaming Pursuit Project Update

Councillor P. Christian declared a conflict on this item. (Spouse is employed by OLG)

Councillor R. Niro declared a conflict on this item. (Son is employed by OLG)

Councillor M. Bruni declared a conflict on this item. (Employed by OLG)

Leo Tiberi, Executive Lead, Lottery and Gaming Pursuit Project, Sault Ste. Marie Innovation Centre was in attendance.

5.2 Parks and Recreation Master Plan

Virginia McLeod, Manager of Recreation and Culture was in attendance.

5.3 Animal Control Enforcement and Shelter Services

Cindy Ross, Manager, Sault Ste. Marie Humane Society was in attendance.

5.4 Community Adjustment Program Update

Gayle Broad, Chair, Community Adjustment Committee was in attendance.

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

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that all the items listed under date 2016 08 22 – Agenda item 6 – Consent Agenda be approved as recommended save and except Agenda items 6.12 and 6.21.

Carried

6.1 Correspondence

6.1.1 Lieutenant Governor of Ontario

6.2 Community Poverty Reduction Strategy

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

Whereas numerous organizations in Sault Ste. Marie have been working to reduce the impact of poverty on the health and wellbeing of the City's citizens and have undertaken numerous consultations and studies to address this complex issue; and

Whereas a Poverty Roundtable was formed in the spring of 2015, chaired by representatives of the United Way of Sault Ste. Marie and District, Algoma Public Health and NORDIK (a community-based research institute affiliated with Algoma University) to facilitate development of an action plan to reduce poverty in Sault Ste. Marie; and

Whereas the Poverty Roundtable has established five priority areas: food security; essential services; community engagement; housing; and workforce participation; and

Whereas the Poverty Roundtable presented its draft Strategic Action Plan to City Council on July 18, 2016;

Now Therefore Be It Resolved that Sault Ste. Marie City Council endorse the draft Strategic Action Plan prepared by the Sault Ste. Marie Poverty Reduction Roundtable.

Carried

6.3 Temporary Street Closure – District of Sault Ste. Marie Social Services Administration Board

The letter of request for a temporary street closing in conjunction with the District of Sault Ste. Marie Social Services Administration Board neighbourhood street party was received by Council.

- Albion Street from Chapple Avenue to southern dead end of Albion Street – August 25, 2016 – 9 a.m. to 4 p.m.

The relevant By-law 2016-129 is listed under item 11 of the Minutes.

6.4 Temporary Street Closure – Greyhound Season Opener Party

The letter of request for a temporary street closing in conjunction with Greyhound Season Opener Party is attached for the consideration of Council.

- Queen Street East from Elgin Street to Dennis Street – September 23, 2016 – 3 p.m. to 9 p.m.

The relevant By-law 2016-133 is listed under item 11 of the Minutes.

6.5 Extension of Liquor Licenced Areas – Greyhound Season Opener Party

The request for a letter of non-objection for extension of a liquor licenced area on City property was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

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

Greyhound Season Opener Party

- September 23, 2016 – various locations – Queen Street East between Elgin Street and Dennis Street – 4 p.m. to 7 p.m.

Carried

6.6 Port of Algoma – Request for Extension to Contribution Agreements

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

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the Chief Administrative Officer dated 2016 08 22 concerning a request to amend the Contribution Agreements with FedNor and NOHFC for the Port of Algoma project be approved; further that the project end date be extended from December 31, 2016 to December 31, 2017.

Carried

6.7 Budget Formula Guideline – Annual Operating Budgets

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor F. Fata

Resolved that the report of the Chief Administrative Officer dated 2016 08 22 concerning Budget Formula Guideline – Annual Operating Budget be received and that a budget formula of a 5 year average for the Ontario Consumer Price Index (excluding energy), 5 year average MPAC Market Change and a 0.25% investment factor be approved to guide development and consideration of the 2017 and future year annual operating budgets.

Carried

6.8 Lottery and Gaming Pursuit Project Update

Councillor P. Christian declared a conflict on this item. (Spouse is employed by OLG)

Councillor R. Niro declared a conflict on this item. (Son is employed by OLG)

Councillor M. Bruni declared a conflict on this item. (Employed by OLG)

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

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the report of the Chief Administrative Officer dated 2016 08 22 concerning an update of the Sault Ste. Marie Innovation Centre's Lottery and Gaming Pursuit Project be received as information.

Carried

6.9 Property Tax Appeals

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

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the report of the City Tax Collector dated 2016 08 22 concerning Property Tax Appeals be received and that the tax records be amended pursuant to sections 354 and 357 of the *Municipal Act*.

Carried

6.10 Tender for Roof Replacement – Regional Emergency Services Centre Storage Building

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

The relevant By-law 2016-132 is listed under item 11 of the Minutes.

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Purchasing dated 2016 08 22 be received and that the tender for Roof Replacement for the Storage Building at the Regional Emergency Services Centre be awarded to Maverick & Son Exteriors & Consulting Services Inc. at their low tendered price, meeting specifications, of \$305,900.00 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 Maverick & Son Exteriors & Consulting Services Inc. to proceed with this project; and further that the allocation of \$35,000.00 from the Fire Capital Equipment Reserve be approved.

Carried

6.11 Tender for Roof Replacement – Sault Ste. Marie Museum

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

The relevant By-law 2016-131 is listed under item 11 of the Minutes.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor F. Fata

Resolved that the report of the Manager of Purchasing dated 2016 08 22 be received and that the tender for Roof Replacement at the Sault Ste. Marie Museum be awarded to 1372055 Ontario Limited o/a Pro North Roofing at their low tendered price, meeting specifications, of \$250,000.00 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.

Carried

6.13 Outside Agency Budget Presentations

The report of the Chief Financial Officer/Treasurer was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor F. Fata

Resolved that the report of the Chief Financial Officer/Treasurer dated 2016 08 22 concerning Outside Agency Budget Presentations be received as information.

Carried

6.14 Animal Control Enforcement and Shelter Services

The report of the Chief Financial Officer/Treasurer was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the report of the Chief Financial Officer/Treasurer dated 2016 08 22 concerning the review of the provision of animal control by-law enforcement and shelter services be received and that staff be directed to work with the current service provider, the Sault Ste. Marie and District SPCA, in recommending the preferred option.

Carried

6.15 Six Month Financial Report – June 30, 2016

The report of the Manager of Audits and Capital Planning was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Audits and Capital Planning dated 2016 08 22 concerning Six Month Financial Report to June 30, 2016 be received as information.

Carried

6.16 Ombudsman Investigation – 2015 10 13 Closed Meeting

The report of the Deputy CAO / City Clerk – Corporate Services was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor F. Fata

Resolved that the report of the Deputy CAO / City Clerk – Corporate Services dated 2016 08 22 concerning Ombudsman Investigation – 2015 10 13 Closed Meeting be received as information.

Carried

6.17 Code of Conduct Review Committee

A report of the Deputy City Clerk was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

Resolved that the report of the Deputy City Clerk dated 2016 08 22 concerning Code of Conduct Review Committee be received and that Mayor Christian Provenzano, three members of City Council (Councillors Myers, Hupponen and Shoemaker), City Solicitor Nuala Kenny, Deputy CAO and City Clerk – Corporate Services Malcolm White and Deputy City Clerk Rachel Tyczinski be appointed to the Code of Conduct Review Committee.

Carried

6.18 Deputy CAO, Community Development and Enterprise Services

The report of the Deputy City Clerk was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the report of the Deputy City Clerk dated 2016 08 22 regarding Deputy CAO, Community Development and Enterprise Services be received and that Council authorize the filling of this position through a selection process; further that Councillor R. Niro be appointed to the selection committee.

Carried

6.19 Ontario 150 Community Celebration Program – Funding Application

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

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the report of the Manager of Recreation and Culture dated 2016 08 22 concerning Ontario 150 Community Celebration Program – Funding Application be received

and that staff be authorized to apply to the Province of Ontario – Ontario 150 Community Celebration Program for financial assistance for the City's Canada 150 Celebrations in 2017.

Carried

6.20 Ontario 150 Community Capital Program – Grant Application

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the Manager of Recreation and Culture dated 2016 08 22 concerning Ontario 150 Community Capital Program – Grant Application be received and that staff be authorized to submit an application for the Strathclair Sports Complex Lighting Project and Facility Updates.

Carried

6.22 Huron Central Railway Agreements – Francis Street Crossing

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

The relevant By-laws 2016-125 and 2016-127 are listed under item 11 of the Minutes.

6.23 Biosolids Management

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the Land Development and Environmental Engineer dated 2016 08 22 concerning Biosolids Management be received and that a Statement of Interest Request be issued.

Carried

6.24 McNabb Street and St. Georges Avenue Environmental Assessment – Engineering Agreement

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

The relevant By-law 2016-128 is listed under item 11 of the Minutes.

6.25 Amendment to User Fee By-law 2016-3

The report of the Deputy Fire Chief was received by Council.

The relevant By-law 2016-130 is listed under item 11 of the Minutes.

6.26 Ken Danby Art Loan Agreement

The report of the Legal Department was received by Council.

The relevant By-law 2016-126 is listed under item 11 of the Minutes.

6.27 Micro Focus Software Licensing Fees

The report of the City Solicitor was received by Council.

The relevant By-law 2016-122 is listed under item 11 of the Minutes.

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the City Solicitor dated 2016 08 22 concerning Micro Focus Software Licencing be received and that Council authorize the one-time payment to Micro Focus in the amount of \$178,073.34, such payment to come from the Contingency Reserve.

Carried

6.28 Demolition – 127 and 129 Gore Street

The report of the Director of Planning and Enterprise Services was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the Director of Planning and Enterprise Services dated 2016 08 22 be received and that City Council authorize a contract change order to the Gore Street reconstruction project in the amount of \$139,000 plus non-refundable HST for the demolition of the buildings at 127 and 129 Gore Street with this cost to be taken from the Property Purchase Reserve Fund.

Carried

6.29 Rental Housing Incentive Program – 6

The report of the Director of Planning and Enterprise Services was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

Resolved that the report of the Director of Planning and Enterprise Services dated 2016 08 22 be received and that City Council authorize a three year incremental tax rebate program for 46 Melrose Avenue subject to:

1. That the municipal rebate apply only to the increase in assessment resulting from new construction , and

2. After the rebate program is completed, the full municipal taxes will apply.

Carried

6.30 Community Adjustment Program Update

The report of the Director of Planning and Enterprise Services was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the Director of Planning and Enterprise Services dated 2016 08 22 concerning Community Adjustment Program Update be received as information.

Carried

6.31 Community Development Award 2016

The report of the Planner was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

Resolved that the report of the Planner dated 2016 08 22 concerning the Community Development Award 2016 be received and that City Council award the Community Development Award 2016 to The Heritage Discovery Centre, located at 800 Bay Street.

Carried

6.32 Municipal Law Enforcement Officers – Appointment

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

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

The relevant By-law 2016-120 is listed under item 11 of the Minutes.

6.33 Traffic By-Law Amendment

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

The relevant By-law 2016-114 is listed under item 11 of the Minutes.

6.12 Retention of Restructuring Lawyer Fee Update

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

Councillor M. Shoemaker declared a conflict on this item. (A party to the *Companies' Creditors Arrangement Act* proceedings is a client of law firm)

The report of the Chief Financial Officer/Treasurer was received by Council.

Moved by: Councillor R. Romano

Seconded by: Councillor P. Christian

Resolved that the report of the Chief Financial Officer/Treasurer dated 2016 08 22 regarding the approval of an additional \$25,000 to the upset limit for the services of a restructuring lawyer to represent the City's interest in the CCAA protection proceedings of Essar Steel Algoma Inc. be approved and that the services be funded from the Contingency Reserve.

Recorded (Voted)	For	Against	Absent
Mayor C. Provenzano	X		
Councillor S. Butland		X	
Councillor P. Christian	X		
Councillor S. Myers		X	
Councillor S. Hollingsworth		X	
Councillor J. Hupponen		X	
Councillor L. Turco		X	
Councillor M. Shoemaker (conflict)			
Councillor R. Niro		X	
Councillor M. Bruni		X	
Councillor F. Fata	X		
Councillor J. Krmpotich (conflict)			
Councillor R. Romano	X		
Results	4	7	0

Defeated

Moved by: Councillor M. Bruni

Seconded by: Councillor F. Fata

Resolved that the report of the Chief Financial Officer/Treasurer dated 2016 08 22 regarding the approval of an additional \$50,000 to the upset limit for the services of a restructuring lawyer to represent the City's interest in the CCAA protection proceedings of Essar Steel Algoma Inc. be approved and that the services be funded from the Contingency Reserve.

Recorded (Voted)	For	Against	Absent
Mayor C. Provenzano	X		
Councillor S. Butland	X		
Councillor P. Christian	X		
Councillor S. Myers		X	
Councillor S. Hollingsworth	X		
Councillor J. Hupponen	X		
Councillor L. Turco		X	
Councillor M. Shoemaker (conflict)			
Councillor R. Niro	X		
Councillor M. Bruni	X		
Councillor F. Fata	X		
Councillor J. Krmpotich (conflict)			
Councillor R. Romano	X		
Results	9	2	0
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

7.7 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 Feeding Pigeons on Public Property

Moved by: Councillor S. Myers

Seconded by: Councillor S. Hollingsworth

Whereas City By-law 2005-37 prohibits the feeding of pigeons on private property but not on City property; and

Whereas citizens have expressed a desire to minimize the pigeon population in parks and other public spaces to promote cleanliness and reduce nuisance;

Now Therefore Be It Resolved that the Legal Department be requested to review By-law 2005-37 and report back to City Council by October 24, 2016 with any recommendations to amend the by-law.

Carried

8.2 Funding Opportunities – Splash Park

Moved by: Councillor S. Myers

Seconded by: Councillor P. Christian

Whereas the Mayor's Committee on Canada 150 has identified Provincial and Federal Canada 150 infrastructure funding programs; and

Whereas it is most desirable to use any and all eligible funding to create a new feature that can enhance our quality of life in community recreation facilities and be our City's Canada 150 legacy project; and

Whereas a splash park has been identified as a priority project by the public a number of times, most recently through public input sessions for the Parks and Recreation Master Plan; and

Whereas City Council has received preliminary information from previous staff reports about development of a splash park;

Now Therefore Be It Resolved that staff be directed to look into any funding opportunities for the development of a splash park feasibility study that would provide information including:

1. total project costs
2. funding sources
3. location of the splash park
4. time lines for "shovel-in-the-ground"

Carried

8.3 Textile Recycling

Moved by: Councillor R. Niro

Seconded by: Councillor S. Butland

Whereas waste diversion directs garbage away from landfills through reuse, recycling, composting or gas production; and

Whereas waste diversion extends the life of landfills, creates jobs, and in some cases can create revenue; and

Whereas a recent study in Ontario concluded that 85% of discarded textiles end up in a landfill site, leaving only 15% that are recycled or reused; and

Whereas the recycling of textiles could be a reasonable addition to the City's present Waste Management program, both financially and logistically;

Now Therefore Be It Resolved that the Department of Public Works and Transportation be requested to investigate the feasibility of textile recycling being added to our present recycling program and report back to City Council.

Carried

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

10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

11. CONSIDERATION AND PASSING OF BY- LAWS

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that all By-laws under item 11 of the Agenda under date 2016 08 22 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 2016-102 (Agreement) ATU Local 1767

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2016-102 being a by-law to authorize the execution of an agreement between the City and Amalgamated Transit Union (Local 1767) for the term

commencing February 1, 2015 to January 31, 2019 be passed in open Council this 22nd day of August, 2016.

Carried

11.1.2 By-law 2016-103 (Agreement) CUPE Local 3 CSD

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2016-103 being a by-law to authorize the execution of an agreement between the City and Local No. 3, Chartered by The Canadian Union of Public Employees – Community Services Department for the term commencing February 1, 2015 to January 31, 2019 be passed in open Council this 22nd day of August, 2016.

Carried

11.1.3 By-law 2016-104 (Agreement) CUPE Local 67

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2016-104 being a by-law to authorize the execution of an agreement between the City and Local 67, Canadian Union of Public Employees for the term commencing February 1, 2015 to January 31, 2019 be passed in open Council this 22nd day of August, 2016.

Carried

11.1.4 By-law 2016-105 (Agreement) CUPE Local 3 PWT

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2016-105 being a by-law to authorize the execution of an agreement between the City and Local 3, Canadian Union of Public Employees – Public Works and Transportation Department for the term commencing February 1, 2015 to January 31, 2019 be passed in open Council this 22nd day of August, 2016.

Carried

11.1.5 By-law 2016-106 (Agreement) USW Local 2251

Councillor J. Krmpotich declared a conflict on this item. (Union co-ordinator for Local 2251)

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2016-106 being a by-law to authorize the execution of an agreement between the City and United Steel, Paper, Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) for the term commencing February 1, 2015 to January 31, 2018 be passed in open Council this 22nd day of August, 2016.

Carried

11.1.6 By-law 2016-111 (Agreement) Black Road Widening

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2016-111 being a by-law to authorize the execution of a Letter of Licence between Her Majesty the Queen in the Right of the Province of Ontario, representative by the Minister of Transportation for the Province of Ontario (the Ministry) and the City to allow the City access to provincial lands for the widening of Black Road be passed in open Council this 22nd day of August, 2016.

Carried

11.1.7 By-law 2016-114 (Traffic) 77-200

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2016-114 being a by-law to amend Schedule "V" of Traffic By-law 77-200 and to repeal By-law 2005-143 which amends Traffic By-law 77-200 be passed in open Council this 22nd day of August, 2016.

Carried

11.1.8 By-law 2016-120 (Parking) Municipal Law Enforcement Officers

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

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2016-120 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council on the 22nd day of August, 2016.

Carried

11.1.9 By-law 2016-121 (Surplus Property) 317 Bloor Street West

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2016-121 being a by-law to declare the City owned property being civic 317 Bloor Street West as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council on the 22nd day of August, 2016.

Carried

11.1.10 2016-122 (Agreement) Micro Focus Licensing Fees

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2016-122 being a by-law to authorize the execution of a Mutual Final Release between the City and Micro Focus (Canada) Ltd. for the one-time final settlement of \$178,073.34 be passed in open Council this 22nd day of August, 2016.

Carried

11.1.11 By-law 2016-123 (Zoning) 235 Dacey Road (Adshead)

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2016-123 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 235 Dacey Road be passed in open Council this 22nd day of August, 2016.

Carried

11.1.12 By-law 2016-124 (Development Control) 235 Dacey Road (Adshead)

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2016-124 being a by-law to designate the lands located at 235 Dacey Road an area of site plan control.

Carried

11.1.13 By-law 2016-125 (Agreement) Huron Central Railway Inc. (Webbwood Subdivision)

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2016-125 being a by-law to authorize the execution of an agreement between the City and Huron Central Railway Inc. for work required to construct, maintain and repair under railway lands a pipeline at mileage 180.02 of the Webbwood Subdivision be passed in open Council this 22nd day of August, 2016.

Carried

11.1.14 By-law 2016-126 (Agreement) Art Gallery of Hamilton

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2016-126 being a by-law to authorize the execution of an agreement between the City and the Art Gallery of Hamilton to allow them to borrow the Ken Danby painting owned by the City entitled "Opening the Gates" be passed in open Council this 22nd day of August, 2016.

Carried

11.1.15 By-law 2016-127 (Agreement) Huron Central Railway Inc. (Francis Street)

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2016-127 being a by-law to authorize the execution of an agreement between the City and Huron Central Railway Inc. for work required to reconstruct, maintain and use a Public Grade Crossing for vehicular traffic located on Francis Street in the Webbwood Subdivision be passed in open Council this 22nd day of August, 2016.

Carried

11.1.16 By-law 2016-128 (Agreement) CIMA Canada Inc.

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2016-128 being a by-law to authorize the execution of an agreement between the City and CIMA Canada Inc. for consultation work regarding the McNabb Street/St. Georges Avenue/Algoma Street intersection be passed in open Council this 22nd day of August, 2016.

Carried

11.1.17 By-law 2016-129 (Temporary Street Closing) Albion Street

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2016-129 being a by-law to permit the temporary closing of Albion Street - south side off Chapple Avenue from Chapple Avenue to southern dead end of Albion Street be passed in open Council this 22nd day of August, 2016.

Carried

11.1.18 By-law 2016-130 (Finance) Amend User Fee By-law 2016-3

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2016-130 being a by-law to amend By-law 2016-3 (User Fees and Service Charges by-law) be passed in open Council this 22nd day of August, 2016.

Carried

11.1.19 By-law 2016-131 (Agreement) 1372055 Ontario Limited O/A Pro North Roofing

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2016-131 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 Sault Ste. Marie Museum be passed in open Council this 22nd day of August, 2016.

Carried

11.1.20 By-law 2016-132 (Agreement) Maverick & Son Exterior & Consulting Services

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2016-132 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 at the Regional Emergency Services Centre Storage Building be passed in open Council this 22nd day of August, 2016.

Carried

11.1.21 By-law 2016-133 (Temporary Street Closing) Queen Street East

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that By-law 2016-133 being a by-law to permit the temporary street closing of Queen Street East from the west side of Elgin Street to the east side of Bruce Street and from the west side of Bruce Street to the east side of Dennis Street on September 23, 2016 to facilitate the Greyhound Season Opener event be passed in open Council on the 22nd day of August, 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 S. Hollingsworth

Seconded by: Councillor F. Fata

Resolved that this Council proceed into closed session to discuss:

- disposition of municipally owned property
- an issue under the *Companies' Creditors Arrangement Act*

(a proposed or pending acquisition or disposition of land – section 239 (2)(c) Municipal Act; advice that is subject to solicitor/client privilege – section 239(2)(f) Municipal Act).

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 S. Hollingsworth

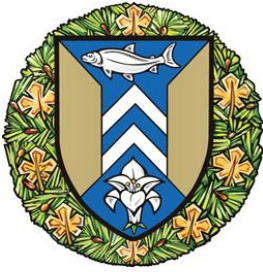
Seconded by: Councillor M. Bruni

Resolved that this Council now adjourn.

Carried

Mayor

Assistant City Clerk



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

COUNCIL REPORT

September 12, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: Tender for Screened Street Sand (2016PWT-27-T)

PURPOSE

Attached hereto for your information and consideration is a summary of the tenders received for the supply of Screened Street Sand for the 2016-2017 and 2017-2018 Winter Seasons. 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 August 16, 2016 with Deputy City Clerk, Rachel Tyczinski, present.

ANALYSIS

A single tender was received for this requirement:

Palmer Construction Group Inc. – meets specifications
\$5.48 per tonne plus HST for the 2016-2017 Season
\$5.58 per tonne plus HST for the 2017-2018 Season

The tender received has been thoroughly evaluated and reviewed with the Deputy CAO – Public Works & Engineering Services and the low tendered prices, meeting specifications, have been identified on the attached summary.

FINANCIAL IMPLICATIONS

Funding for the purchase of this material will be drawn from PWT's Winter Sand Account.

The low tendered prices for this material can be accommodated within the budgeted amount of \$140,000.00.

STRATEGIC PLAN / POLICY IMPACT

Purchase of Screened Street Sand for the use during Winter Season is not an activity listed in the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2016 09 12 be received and the recommendation that the tender submitted by Palmer Construction for the supply of Screened Street Sand at the tendered pricing of \$5.48 per tonne, HST extra, for the 2016-2017 Winter Season; and \$5.58 per tonne, HST extra, for the 2017-2018 Winter Season, be approved.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. Gowans', is positioned above the printed name.

Tim Gowans
Manager of Purchasing
705.759.5298
t.gowans@cityssm.on.ca

FINANCE DEPARTMENT
PURCHASING DIVISION
Budget: \$140,000.00 per year

Received: August 16, 2016
File: 2016PWT-27-T

SUMMARY OF TENDERS
SCREENED STREET SAND

Description

Palmer Const.
Sault Ste. Marie, ON

PRICING FOR YEAR ONE

Firm price for year one (commencing Oct. 1, 2016)
to supply, load and weigh material to trucks under
the employ of the City.

\$5.48 per tonne
plus taxes

PRICING FOR YEAR TWO

Firm price for year two (commencing Oct. 1, 2017)
to supply, load and weigh material to trucks under
the employ of the City.

\$5.58 per tonne
plus taxes

Source:

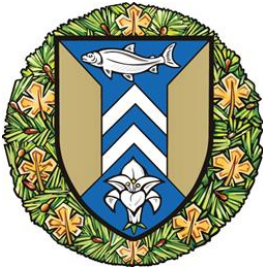
1676 Third Line West

Remarks:

Meets Specifications

NOTE: Although only one tender was received, it is deemed to be fair and equitable.
It is my recommendation that the tendered prices, for a two year period, as submitted by Palmer Construction
Group Inc. be accepted.

Tim Gowans
Manager of Purchasing



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

COUNCIL REPORT

September 12, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: RFP – Review of Economic Development Investments and Best Practices for Sault Ste. Marie

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 a Review of Economic Development Investments and Best Practices for Sault Ste. Marie. 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 the City's bidders list. Proposals were required to be submitted for consideration no later than 4:00 p.m. on August 19, 2016.

ANALYSIS

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

The CAI Global Group, Montreal, QC
gck Consulting Ltd., Thunder Bay, ON
KPMG LLP, Sudbury, ON
McSweeney & Associates Consulting Inc., Ottawa, ON
MDB Insight, Stoney Creek, ON

The proposals received have been evaluated by a committee comprised of the CAO, staff from Community Development & Enterprise Services, and the Deputy CAO/City Clerk, Corporate Services.

It is the consensus of the Evaluation Committee that the proponent scoring the highest in the evaluation process is MDB Insight of Stoney Creek. ON.

FINANCIAL IMPLICATIONS

A fee limit of \$69,525.00 plus HST (professional fees of \$65,525.00 and estimated travel of \$4,000.00) has been proposed for this project. Staff is requesting that City Council approve an allocation of \$70,000.00 from a reallocation of previous Economic Development Fund commitments.

Council approved \$100,000 from the Economic Development Fund on September 8, 2014 to the Sault Ste. Marie Economic Development Corporation's Invest in Sault Ste. Marie project. This funding was contingent upon NOHFC and Fednor grants being received. Agreements were signed in 2015 with both agencies. To date the City has not received any claims for the project and it is anticipated that the majority of the costs will be paid in 2017. It is therefore recommended that:

- 1) \$70,000 of the Invest in Sault Ste. Marie EDF commitment be reallocated to the Review of Economic Development Investments and Best Practices for Sault Ste. Marie
- 2) The 2017 commitment for the Ontario Winter Games for \$70,000 approved by Council on May 30, 2016, in which the City was not selected as the host, is reallocated to Invest in Sault Ste. Marie.

STRATEGIC PLAN / POLICY IMPACT

This Request for Proposal is linked to the Strategic Direction of Maximizing Economic Development and Investment in the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2016 09 12 be received and the recommendation that the proposal submitted by MDB Insight, to provide a Review of Economic Development Investments and Best Practices for Sault Ste. Marie, be approved. The CAO is authorized to sign the Agreement with MDB Insight for provision of this study in accordance with the proposal as submitted.

It is further recommended that City Council approve the allocation of \$70,000.00 from the Economic Development Fund to be applied to this study as follows:

- 1) Reallocate \$70,000 from Invest in Sault Ste. Marie funding approved September 8, 2014 to Review of Economic Development Investments and Best Practices for Sault Ste. Marie
- 2) Reallocate \$70,000 2017 commitment for Ontario Winter Games approved May 30, 2016 to Invest in Sault Ste. Marie.

Respectfully submitted,

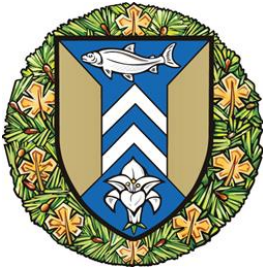
A handwritten signature in black ink, appearing to read 'Tim Gowans', with a stylized flourish at the end.

Tim Gowans

Manager of Purchasing

705.759.5298

t.gowans@cityssm.on.ca



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

COUNCIL REPORT

September 12, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Shelley J. Schell, CPA, CA
Chief Financial Officer/Treasurer

DEPARTMENT: Finance Department

RE: Procurement Policies & Procedures
Purchasing Approval Levels

PURPOSE

The purpose of this report is to seek Council approval of revised purchasing approval levels that are consistent with the new organization structure recently put in place.

BACKGROUND

Procurement Policies & Procedures By-law 2016-50 was approved by Council on May 16, 2016. At that time the approval levels were consistent with the organization structure in place. On June 27, 2016 Council approved a new organization structure which is no longer consistent with the purchasing approvals incorporated in the approved by-law.

ANALYSIS

Part IV, Section 7 of the policy currently includes the following approval levels:

- \$15,000 or less may be approved by Commissioner/Department Head
- \$15,001 – \$75,000 may be approved by the Chief Administrative Officer
- Over \$75,000 requires Council approval

The recommended approval levels for the new organization structure are:

- \$10,000 or less may be approved by a Director or their designate
- \$15,000 or less may be approved by an Executive Director or their designate
- \$30,000 or less may be approved by a Deputy Chief Administrative Officer
- \$30,001 – \$75,000 may be approved by the Chief Administrative Officer
- Over \$75,000 requires Council approval

The Procurement Policies & Procedures by-law requires an amendment to reflect these approval levels as well as to reflect the updated position descriptions.

FINANCIAL IMPLICATIONS

The revised purchasing approval levels do not change the required level of Council approval, only administrative levels have been realigned to the current organization structure.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

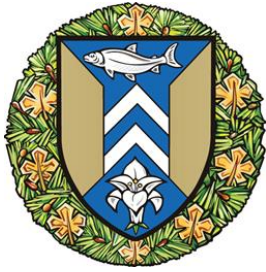
It is therefore recommended that Council take the following action:

The relevant By-law 2016-143 is listed elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

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

Shelley J. Schell, CPA, CA
Chief Financial Officer/Treasurer
705.759.5355
s.schell@cityssm.on.ca



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

COUNCIL REPORT

September 12, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeff Barban, Acting Commissioner of Social Services

DEPARTMENT: Social Services Department

RE: Municipal Capital Facilities Agreement – 844 Queen St. East & 531 Trunk Rd.

PURPOSE

To ensure compliance with the Ministry of Housing and the District of Sault Ste. Marie Social Services Administrative Board (DSSMSSAB) contractual funding obligations; it is recommended to pass a By-law identifying 844 Queen St. East and 531 Trunk Rd. each as a Housing Project Facility and authorize a property tax reduction to a rate equivalent to, or lower than, the single residential rate.

BACKGROUND

The project at 844 Queen St. E. received approval for 11 one bedroom apartments and the project on 531 Trunk Rd. for 5 two bedroom apartments under the Investment in Affordable Housing Program (IAH), Rental Housing Component from the Ministry of Housing (MH). Funding for the projects were conditional on the achievement of specific milestones and the Project Proponents and the DSSMSSAB entering into a Contribution Agreement.

The IAH Rental Housing Component has one requirement which is outside the DSSMSSAB's jurisdiction. One of the requirements was a property tax reduction at a rate equivalent to or lower than the single residential tax rate within the municipality where the affordable housing new build occurs. The Housing Project Facility By-Law 2009-143, being a by law to provide for a grant for affordable housing projects that had been classified as municipal capital facilities under section 110 of the Municipal Act, was passed by City Council on July 27, 2009. To approve the tax reduction, by-laws specific to each property are required to be passed authorizing a Municipal Capital Facilities Agreement between the Municipality and the Property Owner.

Municipal Capital Facilities Agreement – 844 Queen St. East & 531 Trunk Rd.

2016 09 12

Page 2.

ANALYSIS

By-law 2009-143 was passed under section 110 of the Municipal Act allowing the city to pay a grant to a housing project that has been designated as a municipal housing project facility: the grant equivalent to be the difference between multi residential and the residential property tax rate.

FINANCIAL IMPLICATIONS

The financial impact cannot be determined at this point in time as the buildings are not complete and cannot be accessed for taxes. The 2016 Multi –Residential rate is .01965441 vs .01550266 for Residential to use as a point of reference.

STRATEGIC PLAN / POLICY IMPACT

Not Applicable.

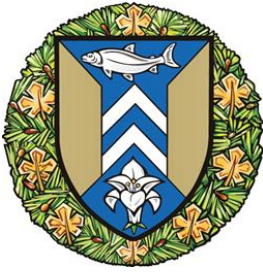
RECOMMENDATION

It is therefore recommended that Council take the following action:

It is recommended that the City of Sault Ste. Marie pass separate By-laws naming 844 Queen St. East and 531 Trunk Rd. each as a Housing Project Facility authorizing a property tax reduction to a rate equivalent to, or lower than, the single residential rate for the area for a twenty (20) year period.

Respectfully submitted,

Jeff Barban
Acting Commissioner of Social Services
705.759-5004
j.barban@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

September 12, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Rick Borean, Supervisor of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Algoma Farmers' Market Agreement–Date Amendment

PURPOSE

This report is to notify council that The Algoma Farmers' Market (Farmers' Market) is seeking to amend the current dates of the agreement dated May 6th, 2016, which expires annually on October 31st, to a 5 year term ending on October 31st, 2021.

The amended dates will allow the Farmers' Market to become eligible for grant funding for replacement of the tent membrane, as was presented by the group to Council on April 11th, 2016 (*a copy of the report is attached*).

Staff is seeking Council's approval to incorporate the Amending Agreement with the Farmers' Market.

BACKGROUND

The Farmers' Market has operated at Roberta Bondar Park since 1995 and is currently comprised of 17 vendors from the Sault Ste. Marie and Algoma Area.

The Farmers' Market has been researching funding options through grants to assist with the replacement of the tent membrane which has exceeded its lifespan and replacement is required.

ANALYSIS

Funding is available through the Ontario Trillium Foundation and FEDNOR requiring a 5 year lease agreement between the Farmers' Market and the City of Sault Ste. Marie. Currently, the lease expires annually on October 31st of each year.

Previously on an annual basis there has been a mutually agreed upon renewal through a letter of "Intent to Renew" from the Farmers' Market since its inception in 1995.

Recently there has been an influx of new patrons to the Farmers' Market along with new vendors, showing their wish to remain in their current location.

The Farmers' Market is seeking an extension of the commitment of land lease from the City of Sault Ste. Marie to allow them to be eligible for grant funding to replace the current tent membrane. The Legal Department of the City of Sault Ste. Marie was consulted and has confirmed that there are no other changes required to the legal agreement and that there does not appear to be an issue with an extension to the agreement.

FINANCIAL IMPLICATIONS

Should the aforementioned dates not be amended to the agreement this will limit The Algoma Farmers' Market grant eligibility to apply for provincial and/or federal funding. The Farmers' Market grant application does not require any financial contribution from the City of Sault Ste. Marie.

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 Supervisor of Community Services be received and that By-law 2016-140, being a by-law that amends the agreement between the City of Sault Ste. Marie and The Algoma Farmers' Market to insert a new lease term of five(5) years, be approved.

Respectfully submitted,



Rick Borean
Supervisor of Community Services
705.759.5312
r.borean@cityssm.on.ca

Attachment



COUNCIL REPORT

April 11, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Services Department

RE: The Algoma Farmers' Market Agreement - Proposed Revisions

PURPOSE

This report is in response to the following Council resolution:

"Resolved that the report of the Manager of Recreation and Culture dated 2015 09 28 concerning The New Algoma Farmers' Market Agreement be received and that Council direct the Community Services Department to provide The New Algoma Farmers' Market with notice of the City's intention to terminate the existing agreement between the City and The New Algoma Farmers' Market; further that Council direct the Community Services Department to report back to it regarding an assessment of the appropriateness and/or feasibility of continuing to lease the space to the Algoma Farmers' Market and the recommended terms and conditions for such a lease."

Staff is seeking Council's approval to incorporate the recommended revisions into a new agreement with the Algoma Farmers' Market (Farmers' Market).

BACKGROUND

The Farmers' Market has operated at Roberta Bondar Park since 1995 and is currently comprised of ten vendors from Sault Ste. Marie and Algoma. The financial terms of the agreement have remained unchanged since 1995. The following provides an outline of the steps taken over the last five months.

1. As reported to Council on September 28, 2015 (attached) the agreement had to be terminated so that revisions could be discussed to attain a revenue neutral position.
2. Research was completed which reviewed the table fees/rent charged at various farmers' markets primarily in Northern Ontario.

Report to Council – Algoma Farmers' Market Agreement
April 11, 2016
Page 2.

3. On January 7, 2016 the Manager of Recreation and Culture met with the President and Vice President of the Algoma Farmers' Market to review the agreement with the intent to update the fees paid by the Farmers' Market to a revenue neutral position both from an operational and capital standpoint.
4. On January 31, 2016, the Manager of Recreation and Culture attended the Farmers' Market Annual General Meeting to review the agreement along with the various fee structures and obtain feedback from the Farmers' Market members.
5. On February 17, 2016 the Manager of Recreation and Culture met with the President and Vice President to continue discussions on fees.
6. The Finance and Legal Departments were consulted at various stages of the review.
7. Several options were reviewed with the Farmers' Market. A final solution was determined in March 2016 and is outlined below.

ANALYSIS

Under the terms of the current agreement the annual fees collected from the Farmers' Market do not cover the operating, repair and capital costs associated with the Farmers' Market tent.

In 2015 the total fee billed to the Farmers Market was \$771.21 + HST. This was for thirty-three market days. This represents a cost of \$2.64 per day per vendor. This is substantially lower than what other municipalities charge their farmers' market.

The annual cost to the City for installing, taking down, cleaning and storing the tent fabric is approximately \$2,950.

The City's cost of the daily staffing requirements for the Farmers' Market are negligible.

In addition the City, under the current agreement, is responsible for fifty percent of repairs and replacement costs of the tent fabric.

The Farmers' Market presently consists of ten vendors/farmers. The Farmers' Market tent has a capacity for twenty vendor/farmers tables.

The Farmers' Market tent fabric was identified to be replaced in 2016. The estimated cost for replacement is \$8,400. The Farmers' Market has agreed to repair the tent fabric to see it through the 2016 season. In addition, the Farmers' Market, being a not-for-profit organization, has confirmed they will apply for grants to replace the tent fabric in 2017. In the absence of grant funding the Farmers' Market has agreed to pay for the replacement of the tent fabric.

Report to Council – Algoma Farmers' Market Agreement
April 11, 2016
Page 3.

IMPACT

Daily and Annual Fees

The Farmers' Market would pay the City the "Partial Day Non Profit" rate as outlined in the "USER FEE & SERVICE CHARGES - By-law - 2016 - Schedule B" for Roberta Bondar Park along with one hour of supervision each day for set-up.

The total daily charge would be \$112.65 + HST per market day. On average there are thirty-three market days per year, therefore the annual fee for 2016 would be \$3717.45 + HST which would cover the operational costs. The annual revenue increase would be approximately \$3000 in 2016.

Repairs and Replacement of Tent Fabric

The cost of repairing and replacing the tent fabric will be the responsibility of the Farmers' Market.

STRATEGIC PLAN

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

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

Respectfully submitted,

Recommended for approval

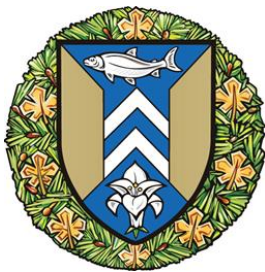


Virginia McLeod
Manager of Recreation and Culture



Nicholas J. Apostle
Commissioner of Community Services

Attachment



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

C O U N C I L R E P O R T

September 12, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation & Culture

DEPARTMENT: Community Development and Enterprise Services

RE: Kiwanis Club of Lakeshore – Disc Golf Course

PURPOSE

The purpose of this report is to request Council's approval to enter into an agreement with the Kiwanis Club of Lakeshore in reference to their financial donation towards the purchase of Disc Golf equipment to be installed at Penhorwood Park and further that this disc golf course be named the Kiwanis Club of Lakeshore Disc Golf Course.

BACKGROUND

Community interest has been expressed for the development of a disc golf course in Sault Ste. Marie. The Ultimate Players Association is an established organization who would champion the development of this sport. The Kiwanis Club of Lakeshore has agreed to donate \$10,000 to purchase the equipment and components to build this outdoor play space.

Penhorwood Park which is located on the corner of Pine Street and MacDonald Avenue has been identified as the ideal location for installation of the equipment. In support of this project Public Works & Engineering, Parks Division will provide installation under their existing budget.

ANALYSIS

The Sault Players Association is a well-established recreational group who has been in operation for over ten years locally. The development of a 9 hole Disc Golf course would be an important project that would allow free inclusive access for all ages and abilities to enjoy this activity and is equipped with the volunteers to assist with sport development.

Disc Golf is a popular sport with governing bodies such as Disc Golf Canada and Disc Golf Ontario. Courses are located across Ontario and Canada. Disc golf is a golf style game played with specialized flying discs. Instead of hitting a ball into a

hole, you throw a disc into a target. This activity can be enjoyed year round and takes place in green spaces.

In support of this project Public Works & Transportation, Parks Division will provide installation under their existing budget.

Staff's recommendation is that The City of Sault Ste. Marie enters into a memorandum of agreement with the Kiwanis Club of Lakeshore with regard to ownership of the equipment, replacement and maintenance of this play area. A sign will be placed at this play area to identify it as the Kiwanis Club of Lakeshore Disc Golf Course.

FINANCIAL IMPLICATIONS

The donation from the Kiwanis Club of Lakeshore of \$10,000 would cover the cost to supply all of the disc golf equipment.

The Parks Division would provide in-kind service of approximately \$2,500 for site preparation and installation of the equipment. This cost can be accommodated within their existing budget.

The ongoing maintenance costs will be very minimal as maintenance is already performed on the existing park.

STRATEGIC PLAN / POLICY IMPACT

This project is not specifically identified in the Corporate Strategic Plan. However, this item was identified in the Parks and Recreation Master Plan.

RECOMMENDATION

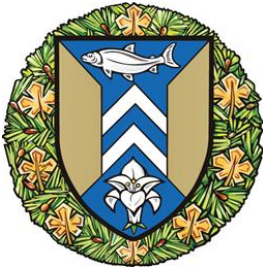
It is therefore recommended that Council take the following action:

That the report of the Manager of Recreation and Culture concerning the Disc Golf Course Donation be received and the recommendation that staff be authorized to enter into a memorandum of agreement with the Kiwanis Club of Lakeshore in reference to the new Disc Golf project, be approved.

Respectfully submitted,



Virginia McLeod
Manager Recreation & Culture
705.759.5311
v.mcleod@cityssm.on.ca



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

COUNCIL REPORT

September 12, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Services Department

RE: Ontario 150 Community Partnership Program – Funding Application

PURPOSE

The purpose of this report is to request approval to apply to the Province of Ontario – Ontario 150 Community Partnership Program for financial assistance for our Canada 150 Celebrations in 2017.

BACKGROUND

The Mayor's Committee on Celebrate Canada 150 is planning a number of activities in 2017 to commemorate Canada's 150th birthday. In July the Province of Ontario announced the Ontario 150 Community Partnership Funding Program. This program will help to support initiatives that celebrate and commemorate Canada and Ontario's 150th anniversary, especially supporting Youth Civic Engagement, Supporting Young Artists, Promoting Diversity and Inclusion and Youth Entrepreneurship.

ANALYSIS

The Ontario 150 Community Partnership Program provides funding for activities taking place between January 1, 2017 and December 31, 2017. The funding will be provided up to a maximum of 75% of the initiative's total eligible cash and operating expenses.

In partnership with the Mayor's Youth Advisory Council, and the Algoma District School Board, youth have expressed their willingness to partner in this great initiative, and to work together on our Community 150 Program in 2017.

The application deadline for this program is September 30, 2016.

FINANCIAL IMPLICATIONS

With assistance from the Algoma District School Board, Mayor's Youth Advisory Council and in-kind from the City of Sault Ste. Marie (specifically Ermatinger Clergue National Historic Site), the application will be structured to not incur any further impact financially to the municipality.

STRATEGIC PLAN / POLICY IMPACT

The Strategic Plan does not specifically address this matter.

RECOMMENDATION

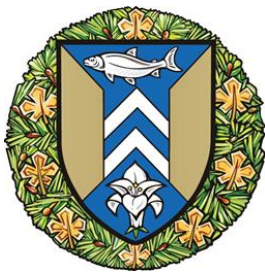
It is therefore recommended that Council take the following action:

That the report of the Manager of Recreation and Culture concerning Ontario 150 Community Partnership Program – Funding Application be received and the recommendation that staff be authorized to apply to The Province of Ontario – Ontario 150 Community Partnership Program for financial assistance for the City's Canada 150 Celebrations in 2017 be approved.

Respectfully submitted,

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

Virginia McLeod
Manager of Recreation & Culture
705.759.5311
v.mcleod@cityssm.on.ca



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

COUNCIL REPORT

September 12, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Elliott, Director of Engineering

DEPARTMENT: Engineering and Planning Department

RE: Connecting Link Funding - 2017

PURPOSE

The purpose of this report is to obtain Council approval to designate the resurfacing of two portions of Second Line as the candidate projects for 2017 Ministry of Transportation (MTO) Connecting Link funding.

BACKGROUND

A full 35% (25km) of arterial roads in Sault Ste. Marie are designated by the Province as Connecting Links. They carry provincial traffic to and from Highway 17 East and North and the International Bridge. In early 2016, MTO reinstated the Connecting Link funding program which had been canceled in 2013. Some Connecting Link facts are as follows:

- 77 municipalities have Connecting Links within their municipal boundaries
- the total length of Connecting Links is 352 km
- Sault Ste. Marie has the highest share of Connecting Links in the province at 24.5 km
- Sault Ste. Marie cannot be fully bypassed due to the international border connection in the downtown core
- Connecting Link funding is being raised from \$15M to \$20M in 2016/17, to \$25M in 2017/18, and \$30M in 2018/19.
- eligible Connecting Link projects can receive up to 90% funding to a maximum of \$3M

In 2014, MTO notified the City that it was shelving all route planning and environmental assessments for both the connection of Highway 17 to Black Road at Second Line, and a bypass between Highway 17 E. and 17 N. It was this decision that solidified the need to widen Black Road between McNabb Street and Second Line.

The 2016 Connecting Link funding candidate project was the first phase of the widening of Black Road from McNabb Street northerly to Second Line. The funding application was not approved.

At the February 2016 Ontario Good Roads Association conference, Councillor Matthew Shoemaker and Don Elliott met with Minister of Transportation Steven Del Duca and his staff. The outcome of the meeting included a commitment from the Northeastern Regional Director to meet with the City to discuss Connecting Links.

The Environmental Assessment for the Widening of Black Road was completed earlier this year. Objection was raised in the form of a request for a Part II order to the Minister of Environment and Climate Change. The result of that request is that revisions are currently being made to the environmental study document, and a second Notice of Completion will be advertised.

ANALYSIS

The MTO Regional Director met with staff in June. MTO remains firm that it will not be proceeding with environmental assessments or route planning for either the connection of Highway 17 to Second Line or a bypass between Highway 17 E and Highway 17 N.

The Regional Director also advised that it considers the widening of Black Road to be ineligible for Connecting Link funding as the widening is primarily due to an increase in local traffic, as opposed to provincial traffic. Staff respectfully disagrees with the notion that the Province is entitled to the available capacity of the road required for provincial traffic, and the City must pay for the widening when the capacity is exceeded. MTO advised that resurfacing projects may find favor under the Connecting Link program.

MTO further advised that the City could apply for funding for Black Road under the application based portion of the Ontario Community Infrastructure Fund (OCIF), which could provide up to 90% to a maximum of \$2M. Unfortunately, eligibility rules for OCIF application based funding have since been changed, and the City is not eligible to apply. But there is some good news. OCIF formula based funding is being increased as follows:

- 2016 \$ 435,343 (previously allocated to Gore Street)
- 2017 \$ 881,329
- 2018 \$1,254,523
- 2019 \$1,980,400

The City is ineligible to apply for application based top-up funding because the sum of the 2017 and 2018 formula based allocations exceeds \$2M.

The Engineering Division remains firm that the widening of Black Road is the City's highest Connecting Link priority. In the absence of Connecting Link

funding for Black Road, the project could be deferred until 2018 and phased over two years. It can be paid for with the 2016 capital allocation and the OCIF formula-based grants for 2017 through 2019. A formal recommendation for the Black Road project and the OCIF formula based funding will be brought to Council at a later date.

Given MTO's advice that resurfacing projects would be considered for 2017 funding, it is recommended that the candidate projects for 2017 Connecting Link funding be the resurfacing of Second Line between Carmen's Way and North Street, and between Great Northern Road and Old Garden River Road. The spreadsheet summarizing the tentative five-year Connecting Link plan is attached. The deadline for the funding submission is October 21, 2016.

FINANCIAL IMPLICATIONS

The two recommended Connecting Link resurfacing projects are estimated to cost a total of \$2,615,000. MTO's 90 percent portion of eligible costs would be \$2,269,800. The City's portion of \$345,200 will be covered by the \$500,000 allocation in the 2017 capital works program. It includes a sidewalk on the south side of Second Line east of Great Northern Road which is ineligible for Connecting Link funding.

STRATEGIC PLAN / POLICY IMPACT

This report is linked to the new infrastructure focus area of the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated 2016 09 12 concerning Connecting Links be received and that the recommendation that the 2017 candidate projects be the resurfacing of Second Line between Carmen's Way and North Street, and between Great Northern Road and Old Garden River Road, be approved.

Respectfully submitted,

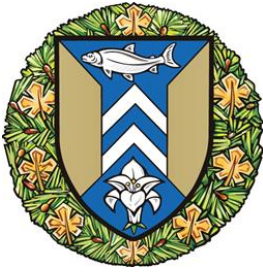


Don Elliott, P. Eng.,
Director of Engineering
705.759.5329
d.elliott@cityssm.on.ca

Attach.

Table 1A Road Data Items								
Sault Ste. Marie Connecting Links								
Capital Construction Plan - 2017 to 2021								
Year	Proposed Improvement/Operation and Pavement Deficiencies	Street	From	To	Total Cost	Shareable cost	MTO Cost	City Cost*
pending	Partial Reconstruction/widening	Black Road Ph 1	McNabb	Approx 1km north	\$ 3,180,000	\$ 2,700,000	\$ 2,430,000	\$ 750,000
	<i>MTO has advised this project is ineligible</i>			Total	\$ 3,180,000	\$ 2,700,000	\$ 2,430,000	\$ 750,000
pending	Partial Reconstruction/widening	Black Road Ph 2	2016 limit	Second Line	\$ 2,140,000	\$ 2,140,000	\$ 1,926,000	\$ 214,000
	<i>MTO has advised this project is ineligible</i>			Total	\$ 2,140,000	\$ 2,140,000	\$ 1,926,000	\$ 214,000
2017	Resurface	Second Line East	North Street	Carmen's Way	\$ 1,840,000	\$ 1,840,000	\$ 1,656,000	\$ 184,000
2017	Resurface	Second Line East	Great Northern Rd	Old Garden R. Rd	\$ 775,000	\$ 682,000	\$ 613,800	\$ 161,200
				Total	\$ 2,615,000	\$ 2,522,000	\$ 2,269,800	\$ 345,200
2018	Resurface	Black Road	Trunk Road	McNabb Street	\$ 1,165,000	\$ 1,165,000	\$ 1,048,500	\$ 116,500
				Total	\$ 1,165,000	\$ 1,165,000	\$ 1,048,500	\$ 116,500
2019	Resurface	Trunk Road Ph1	East Limit	West PL Civic 1275	\$ 3,050,000	\$ 3,050,000	\$ 2,745,000	\$ 305,000
				Total	\$ 3,050,000	\$ 3,050,000	\$ 2,745,000	\$ 305,000
2020	Resurface	Trunk Road Ph2	West PL Civic 1275	Boundary Road	\$ 2,650,000	\$ 2,650,000	\$ 2,385,000	\$ 265,000
				Total	\$ 2,650,000	\$ 2,650,000	\$ 2,385,000	\$ 265,000
2021	Resurface	Trunk Road Ph3	Boundary Road	Black Road	\$ 3,250,000	\$ 3,250,000	\$ 2,925,000	\$ 325,000
				Total	\$ 3,250,000	\$ 3,250,000	\$ 2,925,000	\$ 325,000
Needs Beyond 2021:								
	Resurface	Carmen's Way	Second Line	Conmee Avenue				
	Resurface	Carmen's Way	Conmee Avenue	Wellington Street				
	Resurface	Carmen's Way	Wellington Street	Queen Street				
	Resurface	Queen Street West	Carmen's Way	Huron Street				
	Resurface	Great Northern Rd	Third Line	Fourth Line				
	Resurface	Great Northern Rd	Fourth Line	Fifth Line				
	Resurface	Great Northern Rd	Fifth Line	North City Limit				
	Resurface	Second Line East	North Street	Great Northern Rd				
	Resurface	Second Line East	Old Garden Riv Rd	Pine Street				
	Resurface	Great Northern Rd	Second Line	Third Line				
	Resurface	Second Line East	Pine Street	Black Road				
* 90% grant for eligible costs assumed								
Note: No Geometric Deficiencies are identified								

Connecting Links		
Street	From	To
Trunk Road	East City Limit	Boundary Road
Trunk Road	Boundary Road	Black Road
Black Road	Trunk Road	McNabb Street
Black Road	McNabb Street	Second Line
Second Line	Black Road	Old Garden River Road
Second Line	Old Garden River Road	Great Northern Road
Second Line	Great Northern Road	North Street
Second Line	North Street	Carmen's Way
Carmen's Way	Second Line	Conmee Avenue
Carmen's Way	Conmee Avenue	Wellington Street West
Carmen's Way	Wellington Street West	Queen Street
Queen Street West	Carmen's Way	Huron Street
Great Northern Road	Second Line	Third Line
Great Northern Road	Third Line	Fourth Line
Great Northern Road	Fourth Line	Fifth Line
Great Northern Road	Fifth Line	North City Limit



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

COUNCIL REPORT

September 12, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Elliott, Director of Engineering

DEPARTMENT: Engineering and Planning Department

RE: Northern Avenue Environmental Assessment

PURPOSE

The purpose of this report is to obtain Council approval to increase the engineering fee limit for the Northern Avenue environmental assessment.

BACKGROUND

At the 2015 11 09 meeting, Council approved the retention of Kresin Engineering to complete an EA for Northern Avenue between Great Northern Road and Black Road. At the 2016 03 07 meeting, Council approved the recommendation to extend the limits of the study westerly to North Street. The mandate of the EA was to study three issues, namely: the need to extend Northern Avenue to Black Road, improving access to the P-patch, and the possibility of reducing Northern Avenue to three lanes between North Street and Pine Street.

ANALYSIS

The environmental assessment has proceeded through the first open house and evaluation of alternatives continues. The assessment has resulted in preliminary recommendations as follows: that Northern Avenue not be extended to Black Road, that improved access be provided to the P-Patch and that Northern Avenue between North Street and Pine Street be converted from four lanes to three with the continuous left turn lane and bicycle lanes along the corridor.

It has become apparent that evaluation of the proposed alternatives should include an expert opinion from a traffic engineering perspective, particularly the treatment of the intersection of Great Northern Road and Northern Avenue. It is recommended that the engineering fees to Kresin Engineering be increased to include a study by their sub consultant, CIMA Canada Inc.

FINANCIAL IMPLICATIONS

The cost of environmental assessments is always difficult to estimate. The original fee provided in the 2015-16 miscellaneous capital construction budgets was \$55,000. No additional fees were added when the limits of the study were

extended to North Street as it was felt that the EA may be completed under the original fee. It is now necessary to add an additional amount of \$15,000 for a new fee limit of \$70,000. While this is an in-scope change, it exceeds 10% of the original contract thereby requiring Council approval in accordance with the new procurement bylaw. There are sufficient funds in the 2016 miscellaneous construction budget to cover the additional fee.

STRATEGIC PLAN / POLICY IMPACT

This report is linked to the new infrastructure focus area of the strategic plan.

RECOMMENDATION

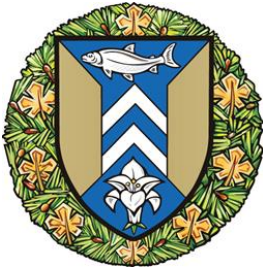
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated 2016 09 12 concerning the Northern Avenue environmental assessment be received and the recommendation that the fee limit be increased to \$70,000, be approved.

Respectfully submitted,

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

Don Elliott
Director of Engineering
705.759.5329
d.elliott@cityssm.on.ca



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

COUNCIL REPORT

September 12, 2016

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Freddie Pozzebon Chief Building Official
DEPARTMENT: Building Division
RE: 2015 Annual Fee Report

PURPOSE

The purpose of this report is to inform Council of the annual revenue and expenditures of the Building Division governed under the Ontario Building Code Act for the 2015 construction year. The report also details the total remaining reserves as of the end of December 2015.

BACKGROUND

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

ANALYSIS

N/A

FINANCIAL IMPLICATIONS

This report details the fees collected and expenditures for the Building Division. At present the report shows there is a lesser usage of the reserve fund than in the report to Council for the year ending 2014.

Although the Building Division has operated with a deficit, the use of the reserve fund has enabled staff to maintain existing service levels. Given the present expenditures and projections over a five year budget, it is anticipated that the reserve fund will continue to stabilize the operations of the Building Division and maintain the expected level of service.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Chief Building Official dated 2016 09 12 regarding the 2015 Annual Fee Report be accepted as information.

Respectfully submitted,

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

Freddie Pozzebon, CBO
Chief Building Official
705.541.7151
f.pozzebon@cityssm.on.ca

/FP
Attach.



2015 ANNUAL REPORT – BUILDING PERMIT FEES

Total Permit Fees (revenues) collected for the period January 1 to December 31, 2015 under Building By-Law 2008-148 of the City of Sault Ste. Marie.....\$784,409.57

Cost Of Delivering Services:

Direct Costs:

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

Total Building Enforcement Costs \$971,016.56

Indirect Costs:

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

Total Building Enforcement	\$971,016.56
Less Total Building Rent Paid (\$100,000 minus 15% By-law Enforcement)	<u>-\$ 15,000.00</u>
Total Building Enforcement Costs x Indirect Cost Ratio .0384	\$956,016.56

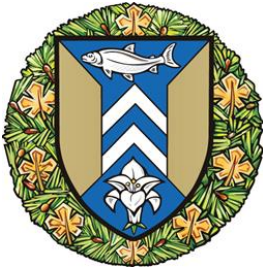
Indirect Costs \$36,711.04

Total Costs:

Total Building Enforcement	\$956,016.56
Plus Indirect Costs	<u>+\$36,711.04</u>
Grand total Indirect and Direct Building Enforcement Costs	\$992,727.60

	\$992,727.60
Less Total Permit Fee Revenues	<u>-\$784,409.57</u>
Difference:	\$208,318.03

Building Permit Reserve Fund as of January 1, 2015	\$679,247.25
2015 Capital Expenditures (Docushare)	<u>-\$27,801.60</u>
2015 Transfer to Operations as per above	<u>-\$208,318.03</u>
Remaining Reserve Fund December 31, 2015	\$443,127.62



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

COUNCIL REPORT

September 12, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Council

DEPARTMENT: Legal Department

RE: BK Marketing Services Assignment Agreement

PURPOSE

The purpose of this report is to seek Council's approval of an Assignment Agreement between BK Marketing Services, as Assignor, Sudbury Wolves Hockey Club Ltd., as Assignee, and The Corporation of the City of Sault Ste. Marie ("Assignment Agreement"), wherein the City effectively consents to the assignment of an agreement, namely: the Agreement dated February 19, 2013 between BK Marketing Services and the City.

BACKGROUND

The City and BK Marketing Services are presently parties to the above referenced Agreement. Section 8 of the Agreement permits BK Marketing Services to request that the Agreement be assigned provided the City consent to the same. All assignees are bound by the terms of same.

BK Marketing Services and Sudbury Wolves Hockey Club Ltd. have recently entered into a Purchase Agreement of all assets. Sudbury Wolves Hockey Club Ltd. is maintaining all full-time and part-time employees of BK Marketing Services and therefore the transition will be seamless and will not affect City business. The Purchase Agreement includes an assignment of the Marketing Agreements. For the aforesaid reason, BK Marketing Services made a request that City Council consent to the assignment of the Agreement to Sudbury Wolves Hockey Club Ltd.

ANALYSIS

Pursuant to Section 8 of the Agreement, BK Marketing Services is entitled to the request the City's consent to the assignment of the Agreement. Given that Sudbury Wolves Hockey Club Ltd. and BK Marketing Services have entered into

a Purchase Agreement on July 29, 2016 and is to be the holder of all assets, including contracts, and is deemed viable, the Assignment is recommended.

FINANCIAL IMPLICATIONS

The Assignment Agreement ensures that Sudbury Wolves Hockey Club Ltd. will be bound by the terms and conditions of the Agreement

STRATEGIC PLAN / POLICY IMPACT

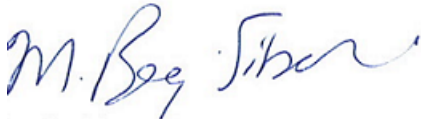
Not Applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2016-142 is located elsewhere on your agenda and authorizes the Assignment Agreement between the City, BK Marketing Services and Sudbury Wolves Hockey Club Ltd., and is recommended for approval.

Respectfully submitted,

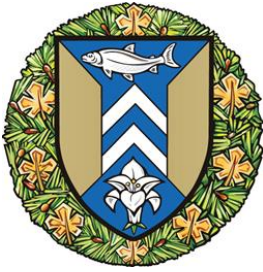
A handwritten signature in blue ink, appearing to read "M. Borowicz-Sibenik".

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior
Litigation Council

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Services Assignment Agreement.docx

REPORTS\2016\BK

Marketing



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

COUNCIL REPORT

September 12, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Agreement with Soo Thunderbirds Hockey Club Inc. – Change of Ownership

PURPOSE

The purpose of this Report is to seek Council's consent pursuant to section 20 of the Agreement attached hereto between The Corporation of the City of Sault Ste. Marie ("City") and the Soo Thunderbirds Hockey Club Inc. ("Club") following a transfer of a controlling interest of shares in the latter.

ATTACHMENT

Attached as Schedule "A" is a copy of the Agreement between the City and the Club executed on June 15, 2010.

BACKGROUND

On June 15th of 2010, the City and the Club entered into an Agreement pertaining to ice time and advertising at the John Rhodes Centre and the Essar Centre. Section 20 of the Agreement stipulates:

"The City and the Club covenant and agree that this agreement shall not be assigned without the consent of the City, such consent not to be unreasonably withheld. The transfer of a controlling interest in the shares of the Club shall be considered an assignment of this agreement."

On April 29th of 2016 the Club passed a Resolution appointing a new President following the acquisition of the Club. A corporate search was conducted and confirmed that the Club did in fact change hands. A renewal of the Agreement would invoke Section 20 and consent of the City is required to do so.

ANALYSIS

The Agreement stipulates that "consent not to be unreasonably withheld". We understand that change of ownership is common among lower tier hockey clubs

and that the viability of the same is not in question. The matter is purely one of housekeeping that requires City Council's consent in order to have a full and binding effect.

Discussion between CSD, Legal and the new owners of the Club revealed that all parties were satisfied with the terms and conditions as set out in the Agreement.

For the above reasons, elsewhere on the agenda Council will find an agreement stipulating the same terms and conditions as the Agreement executed on June 15th, 2010 to be binding on the new owners of Soo Thunderbirds Hockey Club Inc.

FINANCIAL IMPLICATIONS

There is no significant financial impact associated with this matter.

STRATEGIC PLAN / POLICY IMPACT

No impact on the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2016-136 authorizing the execution of the Agreement appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

A handwritten signature in blue ink, consisting of a stylized 'N' followed by a long horizontal stroke that curves upwards at the end.

Nuala Kenny
City Solicitor

NK/da

THIS AGREEMENT made in duplicate this 15th day of June, 2010.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter called the "City")

- and -

SOO THUNDERBIRDS HOCKEY CLUB INC.
(hereinafter called the "Club")

WHEREAS the City is the owner and operator of the Essar Centre and the John Rhodes Community Centre;

AND WHEREAS the Club has been sponsored as a Junior "A" hockey team in the Northern Ontario Junior Hockey Association;

AND WHEREAS the City and the Club have come to an agreement in respect to the use of the Essar Centre and the John Rhodes Community Centre.

NOW THEREFORE the parties agree as follows:

1. **TERM OF AGREEMENT**

This agreement shall be in force from September 1, 2010 to April 30, 2011 provided that the Club has an option to renew this agreement on a year-to-year basis subject to successful negotiations between the City and the Club on a renewal.

2. **PREMISES**

The City agrees to provide for the use of the Club the ice surface at either the Essar Centre or the John Rhodes Community Centre for games. The Club and the City will mutually determine the venue for the games. The City will confirm game dates and venue by way of issuing a permit.

The practices will be at the John Rhodes Community Centre Arena 2. However, the parties acknowledge that practices may be required to be held elsewhere if there is a special event being carried on at the ice surface at the John Rhodes Community Centre. The City will confirm practice time through the issuing of a permit.

3. **ICE CONDITION**

The City agrees at its expense to keep the ice surface in the Essar Centre and the John Rhodes Community Centre in a reasonable playing condition and to provide attendants to resurface the ice at normal times for games.

4. **GAME TIMES**

The parties acknowledge that the Club's home games shall normally be held on Saturday evenings and Sunday afternoons with a possible mid- week game from time to time. The City agrees to block out 3.0 hours for games.

5. **PRACTICE TIMES**

The Club shall be allowed to practice at the John Rhodes Community Centre between 3:30 p.m. and 5:00 p.m. three (3) times per week between Monday and Friday.

6. **STAFFING**

It shall be the responsibility of the Club to provide staff for its ticket sellers, ticket takers, security and ushers at the expense of the Club.

If it is determined by the City that additional security is necessary it shall be provided by the Club at the expense of the Club and shall be arranged between the City and the Club through the Community Centres and Marine Facilities Division of the City's Community Services Department.

If the league by-laws require that City Police Officers be available for security that shall be provided by the Club at the expense of the Club.

7. **RENT TO CITY**

Ice Rental Rate

The Club agrees to pay to the City rent for games at the normal hourly ice rental rate charged by the City for "organized hockey".

Payment Terms for Practice Time

With respect to the costs for practice time the Club agrees that the Club will pay for the cost for practice time as follows:

- First \$35,000.00 of gate receipts – no charge.
- Next \$5,000.00 of gate receipts – 10% to the City and 90% to the Club.
- Next \$5,000.00 of gate receipts – 15% to the City and 85% to the Club.

- Remaining gate receipts – 20% to the City and 80% to the Club.

Payment Terms for Ice Time and Services

The Club agrees to pay the City for the game ice time used and services (such as security and cashier services) as follows:

- The Club agrees to remain current with regards to their 2010/2011 invoices. This means that they will pay their invoices, in full, within 30 days of receiving their invoice, as required by the City.
- In the event that the Club does not abide by the agreement with regards to the payment for its current invoice, staff will report to Council for its consideration.

As the Club is a non-profit organization, their financial records shall be open for review by the City for the purpose of determining when the costs of the practice time are paid for by the revenues.

8. **ADVERTISING REVENUE**

The Club agrees to remit to the City 13.5% of any revenue derived from rink board advertising.

The Club shall retain all revenue derived from ticket sales and program sales as well as any revenue derived from the sale of souvenirs and novelty items.

9. **CONCESSION SALES**

The City shall retain all revenues derived from concession sales for Club events.

10. **EQUIPMENT AND DRESSING ROOMS**

The City shall provide to the Club a dressing room at the Essar Centre during games. The John Rhodes Community Centre dressing room #5 shall be the responsibility of the Club to furnish and equip the dressing room at the expense of the Club. The Club shall also be granted a portion of the storage room at the John Rhodes Community Centre for the use of the Club.

It is understood and agreed that any and all equipment which the Club may store at the Essar Centre/John Rhodes Community Centre shall be stored at the risk of the Club and the City shall not be responsible for any loss or damage to the equipment.

It is further agreed that the Club shall maintain any area provided the Club under this agreement in a neat and tidy condition and will be responsible for any

maintenance or renovations not ordinarily provided by the City for other groups in the Essar Centre/John Rhodes Community Centre.

11. **BROADCAST AND TELEVISION RIGHTS**

All radio and television broadcasting rights are the property of the Club.

12. **CHARITABLE ORGANIZATIONS OPERATING DRAWS**

The right of any organization to operate charitable fund raising draws during a Club game shall be at the sole discretion of the Club and shall be negotiated between the Club and the charitable organization in question.

13. **UNFORESEEN CAUSES**

The Club agrees that the City shall incur no liability to the Club for failure to perform any of the covenants or conditions herein contained if such failure is due to acts of God, strikes, equipment failure, required repairs and renovations or other causes beyond the control of the City.

14. **INSURANCE AND LIABILITY**

a) Both parties hereto covenant and agree to provide for the protection of each other and the general public, public liability and property damage insurance policies in the amount of at least \$5,000,000.00 each at its own expense.

b) The Club will from time to time and at all times hereafter well and truly save, defend and keep harmless and fully indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, or any of them and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred, or paid by the City, its respective officers, servants or agents, or any of them, by reason of or on account of loss or damage to property or injury (including death) to any person who enters, occupies or uses a part of the Essar Centre and the John Rhodes Community Centre for the purpose of attending or participating in any event in respect of which the Club occupy the Essar Centre or the John Rhodes Community Centre.

c) The City will from time to time and at all times hereafter truly save, defend and keep harmless and fully indemnify the Club from and against all actions, suits, claims, executions and demands of any nature whatsoever which may be brought against or made upon the Club from and against all losses, costs, charges, damages, liens and expenses which may be sustained, incurred, or

paid by the Club by reason, or on account, or in consequence of, or arising out of any act or omission by the City under this agreement.

15. **TAXES**

The City if engaged to sell game tickets, shall pay over to the Club any money collected pursuant to the Harmonized Sales Tax and it shall be the responsibility of the Club to remit that money to the Federal Government.

Any realty taxes that may be assessed against the City as a result of the Club use of the Essar Centre and John Rhodes Community Centre shall be paid by the Club.

16. **SMOKE FREE FACILITY**

The Club acknowledges that the Essar Centre and the John Rhodes Community Centre are smoke-free facilities. It shall be the responsibility of the Club to assist the City in enforcing this by-law with respect to any employees or personnel associated with the Club.

17. **CANCELLATION**

The City reserves the right to cancel or reschedule any date and time allotted to the Club upon giving the Club reasonable notice. In the event that the Club has to cancel a game or practice, the Club is required to provide at least one week's notice to the City to allow the City to lease the facility to other interested groups. In the event that the Club fails to give notice as required and the City is unable to lease the facility, regular rental charges set out in this agreement will apply.

18. **APPLICATION OF LEGISLATION**

The City shall incur no liability in the event that legislation is enacted by a provincial or federal government which has the effect of frustrating the intent of the parties as evidenced by this agreement.

19. **BINDING EFFECT**

It is agreed between the parties hereto that every covenant, proviso and agreement herein shall enure to the benefit of and be binding upon the parties hereto; and their executors, administrators and assigns that all covenants herein shall be construed as being joint and several, and that, when the contest so requires or permits the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

20. **ASSIGNMENT OF AGREEMENT**

The City and the Club covenant and agree that this agreement shall not be assigned without the consent of the City, such consent not to be unreasonably withheld. The transfer of a controlling interest in the shares of the Club shall be considered an assignment of this agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

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


MAYOR-JOHN ROWSWELL

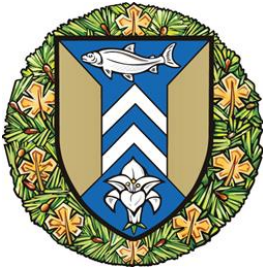

CITY CLERK-MALCOLM WHITE

SOO THUNDERBIRDS HOCKEY CLUB INC.

Per:


ALBERT GIOMMI, President

Deb H \Document\Soo Thunderbirds Agreement - 2010-2011



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

C O U N C I L R E P O R T

September 12, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Melanie Borowicz-Sibenik, Assistant City Solicitor/Senior Litigation Counsel

DEPARTMENT: Legal Department

RE: Licence to Occupy City Property Agreement for the Soo Greyhounds Season Opener Party

PURPOSE

The purpose of this report is to request Council's approval of a Licence to Occupy City Property Agreement (the "Licence Agreement") between the City, the Downtown Association ("Downtown") and Stephen Alexander operating as Loplop Lounge & Gallery ("Loplops"), collectively referred to as the "Licencees" to permit the programming described below to take place on a portion of Queen Street East during the "Home Games" for the Soo Greyhounds Season Opener Party (the "Event").

BACKGROUND

The Licencees contacted the City Legal Department to request permission to hold the Event on Queen Street East from Bruce Street to Dennis Street (the "City Property").

The Event will consist of up to four Pop-Up Patios each twenty (20') feet by twenty (20') feet, if the Licencees determine they will utilize tent structures. Further, the Pop-Up Patios will be surrounded by an outside perimeter, forming the Licensed Area. Loplops will operate the Pop-Up Patios and serve alcohol at the Event.

ANALYSIS

The Event requires a Licence Agreement for insurance purposes and to confirm the agreement between the parties. The Licence Agreement confirms that the Licencees have permission to set up the structures referenced previously and conduct the programming, at their sole cost, expense and liability at the location identified in Schedule "A" to the Licence Agreement. The Licence Agreement confirms the times of the Event, including set up and clean-up.

The Licence Agreement further contains indemnification clauses such that the Licencees shall be responsible for any costs, expenses and liabilities that in any way result from the Event. The Licence Agreement requires the Licencees to each maintain insurance.

The Licence Agreement further confirms that Loplops has full responsibility to ensure that it has met the liquor licence requirements to provide and serve alcohol at the Event. Loplops is presently awaiting AGCO's approval for same. The Licence Agreement requires Loplops to provide written confirmation from AGCO that it has approved the Event by noon the day prior to commencement of each Home Game period set out previously, failing which the Licence Agreement shall be terminated as it pertains to the Home Game time period not so confirmed.

Elsewhere on City Council's agenda Council will find By-law 2016-134 requesting a noise exemption for this event.

FINANCIAL IMPLICATIONS

There is no significant financial impact associated with this matter.

STRATEGIC PLAN / POLICY IMPACT

No impact on the strategic plan.

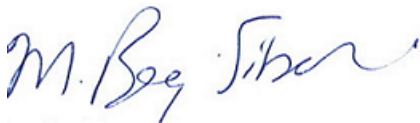
RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2016-141 authorizing the execution of the Licence to Occupy City Property Agreement appears elsewhere on the Agenda and is recommended for approval.

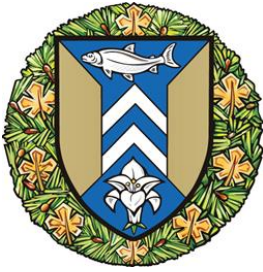
By-law 2016-134 is further recommended for approval.

Respectfully submitted,



Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior
Litigation Counsel

MBS/da



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

C O U N C I L R E P O R T

September 12, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Property Declared Surplus – 1393 Peoples Road

PURPOSE

The purpose of this report is to recommend to Council that the property described as Part PIN 31566-0275 (LT) PT SEC 24 KORAH PT 6 1R1216; being part civic 1393 Peoples Road 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 1393 Peoples Road shown as "Subject Property".

BACKGROUND

The above-described property was acquired by the City in 1972 from Harold Walker and Kathleen Walker, the owners of the property at that time to be dedicated in the future as a road allowance when the 10 acres behind this property was developed. Without this property the 10 acres is land locked.

The Legal Department was contacted by Nick Palumbo with a request to ascertain if he could acquire the City's property at 1393 Peoples Road. Mr. Palumbo is the owner of 1397 Peoples Road which abuts the City's property.

The City was also contacted by Ian and Sabrina Fraser, the owners of 1385 Peoples Road which also abuts the City's property.

The requests were circulated to various City departments for comments.

The Public Works and Transportation Department has no objection to the subject property being declared surplus.

The Planning Department has suggested that this property be declared surplus and added to the rear land owned by Mr. Palumbo. Although development of the rear land may be some years away, this approach would ensure access.

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

The Engineering Department circulated various utilities for comments with respect to required easements. There were no issues, however PUC indicated that they would require that water frontage charges be assessed and collected, if due, at the time of the sale.

The Sault Ste. Marie Region Conservation Authority was also circulated and advised that the subject property 1393 Peoples Road 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 and it is not under consideration of the Sault Ste. Marie Region 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:

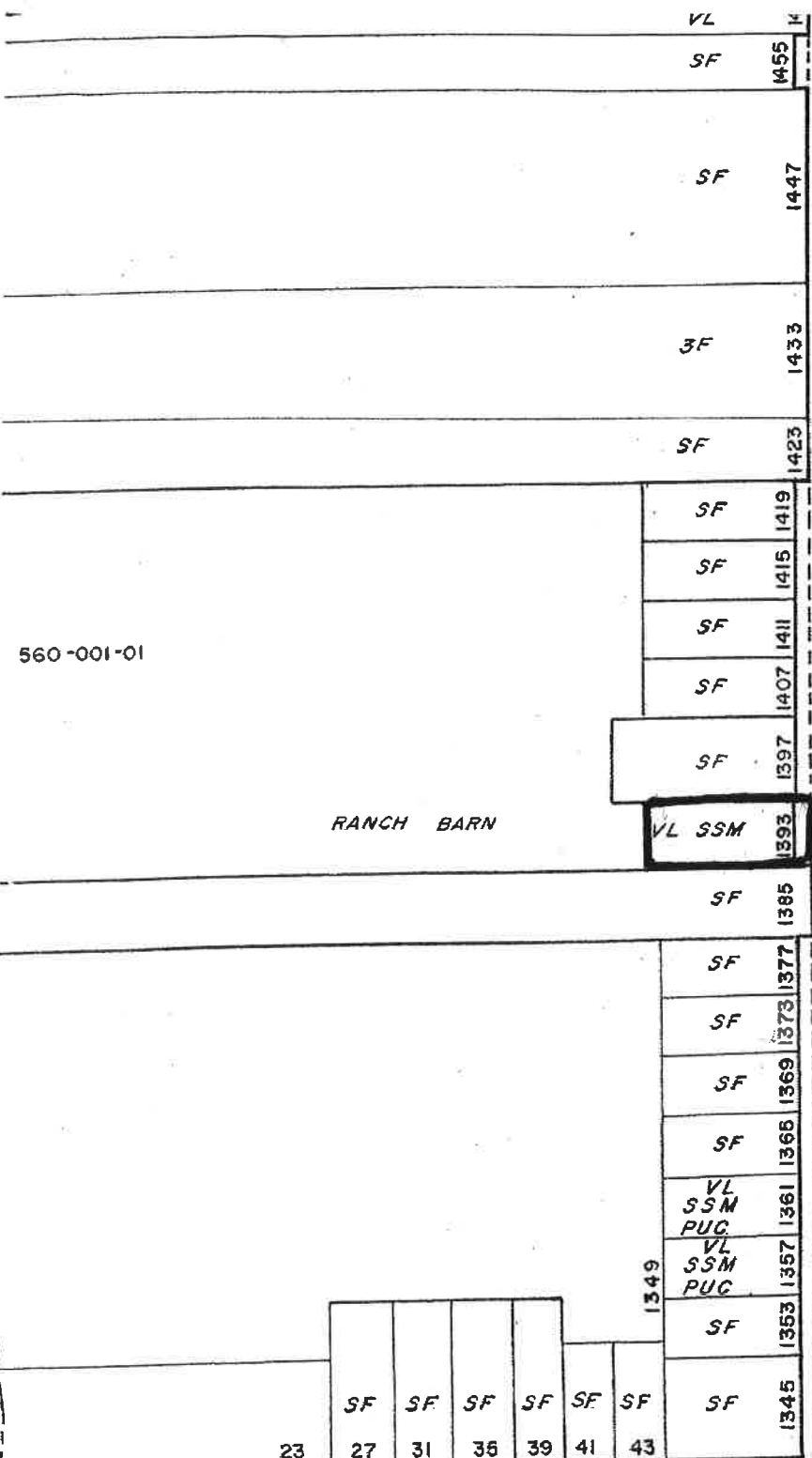
By-law 2016-135 being a by-law to declare the City owned property described as Part PIN 31566-0275 (LT) PT SEC 24 KORAH PT 6 1R1216; being part civic 1393 Peoples Road as surplus to the City's needs and to authorize the disposition of the said property in accordance with the City's policy for the disposition of land, appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

A handwritten signature in blue ink, consisting of a stylized 'N' followed by a long horizontal stroke that curves upwards at the end.

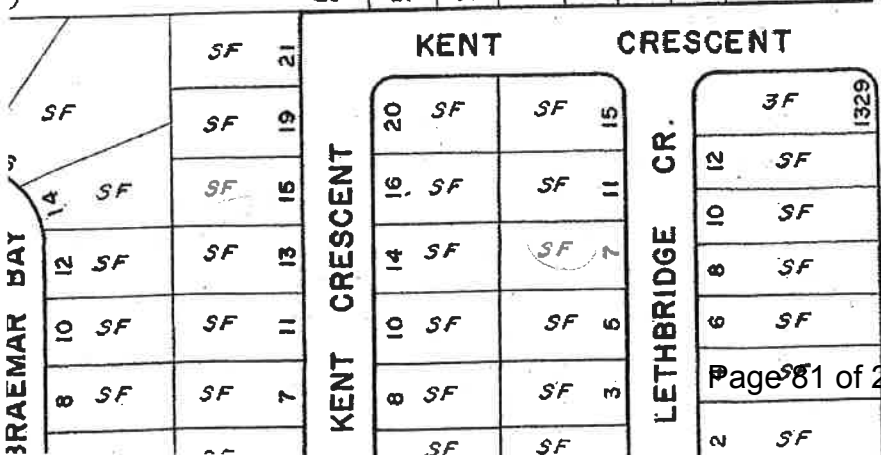
Nuala Kenny
City Solicitor

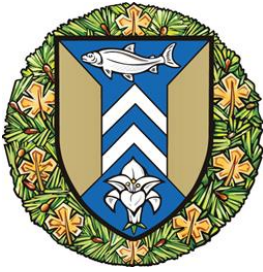
NK/da
Attachment



PEOPLES ROAD

SUBJECT PROPERTY





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

COUNCIL REPORT

September 12, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don McConnell MCIP RPP, Director of Planning and Enterprise Services

DEPARTMENT: Planning and Enterprise Services

RE: Rental Housing Incentive Program - 7

PURPOSE

The purpose of this report is to recommend a project for a municipal tax increment rebate under the City's Rental Housing Community Improvement Plan. The subject property is 69 Elmwood Avenue and a total of five new rental units will be constructed.

BACKGROUND

In 2013, City Council approved a Rental Housing Community Improvement Plan under Section 28 of the Planning Act and Section 365.1 of the Municipal Act. This legislation allows municipalities to provide property tax assistance for qualified projects.

The development of additional rental units is important to provide for a range of housing types to match residents' needs; to ensure that the overall supply of affordable housing is maintained; and to provide good short-term housing options for persons wishing to move to Sault Ste. Marie.

The Rental Housing Community Improvement Plan provides for tax rebates on a declining basis over a three-year period (75%, 50%, 25%) with an additional incentive for facilities which support assisted-living programs or where additional barrier free units are constructed.

City Council has previously approved 11 projects to create a total of 241 new rental units under this program

ANALYSIS

An application has been received from 1927522 Ontario Inc. (Carlo Gervasi) for property on the west side of Elmwood Avenue immediately north of the Cambrian

Housing Co-op. A five unit townhouse comprised of two bedroom units will be constructed. A drawing of the proposed building is attached.

This application has been reviewed by a City staff committee with representation from Building, Finance and Planning and is recommended for approval.

FINANCIAL IMPLICATIONS

There is no direct cost to the municipality associated with this approval aside from the deferral of a portion of the taxes during the first three years after project completion. The City will benefit from the increased assessment in future years.

STRATEGIC PLAN / POLICY IMPACT

This recommendation is not linked to any specific policies contained within the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

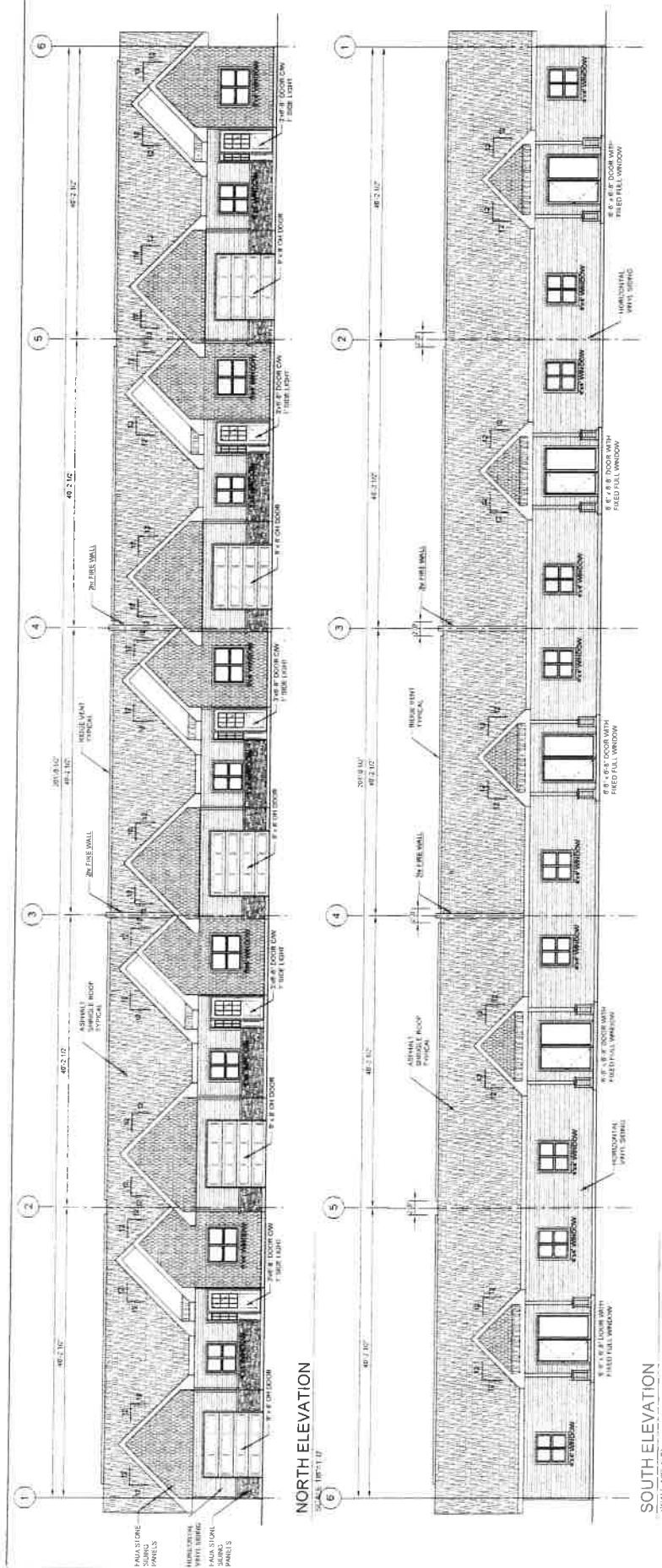
Resolved that the report of the Director of Planning and Enterprise Services dated 2016 09 12 be received and that City Council authorize a three-year incremental tax rebate program for 69 Elmwood Avenue subject to:

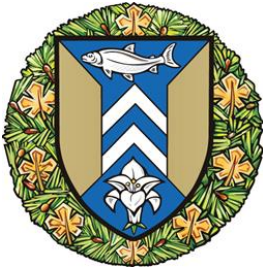
- 1) that the municipal rebate apply only to the increase in assessment resulting from new construction, and
- 2) after the rebate program is completed, the full municipal taxes will apply.

Respectfully submitted,



Donald B. McConnell
Director of Planning & Enterprise Services
705.759.5375
d.mcconnell@cityssm.on.ca





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

COUNCIL REPORT

September 12, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Stephen Turco, RPP, Senior Planner

DEPARTMENT: Planning and Enterprise Services

RE: Huron Street Welcome Feature Update

PURPOSE

The purpose of this report is to provide Council with an update on the construction status of the proposed Huron Street Welcome Feature and to discuss additional budget considerations for this project.

BACKGROUND

The Huron Street Welcome Feature is a key project identified in both the City's Downtown Development Initiative, as well as the Canal District Neighbourhood Plan. This project was recommended to foster a sense of arrival into the City, and into Canada from the International Bridge Plaza.

The construction of the Welcome Feature was to be included in the reconstruction of Huron Street, and would proceed by way of a contract change order (CCO), adding this project to the civil construction work.

ANALYSIS

Council has already endorsed this project, with the funding for the Welcome Feature coming from the City's Downtown Development Initiative (DDI) budget (the majority of which has been contributed by FedNor and NOHFC). The pre-construction budget for this project was \$160,000. An additional \$40,000 was approved as part of the 2016 Budget deliberations, to accommodate a number of design requirements recommended by the PUC.

To initiate construction, staff worked with AECOM (engineering consultant for the Huron Street reconstruction) and The Planning Partnership (landscape sub consultant for the Huron Street project) to finalize the welcome feature design and issue a CCO to the Huron Street contractor.

The initial price received for the construction of the Welcome Feature was well above the pre-construction budget set for this project. In addition, upon further

inspection of this project, PUC had discovered that a pad mount transformer would need to be relocated to facilitate the construction. This was not identified at the time of the original request during the 2016 Budget deliberations.

While mindful not to drastically change the overall design of the project, staff reviewed the project and removed a number of components. The embedded concrete maple leaves and concrete banding within the plaza surface area has been removed, and replaced with a plain concrete surface. However, the integral elements of the welcome plaza: the concrete "SAULT STE. MARIE" letters, the leaf structure, the welcome greeting, lighting, as well as the proposed landscaping remain in the project (see attached).

FINANCIAL IMPLICATIONS

By removing the above-mentioned items, a revised CCO was received by the contractor, at a total price of \$249,570. The total cost of the project is broken down below.

Construction	\$249,570	
PUC Requirements	\$63,200	
Contingency (Construction and PUC Work)	\$20,000	
Design	\$25,000	
Concrete Letters/Leaf	\$35,059	
<i>Total</i>		\$392,829
Total with Non-Recoverable HST (1.76%)		\$399,743

The funding for this project is primarily sourced from the City's Downtown Development budget. An additional \$40,000 was approved by Council as part of the 2016 Budget deliberations. In an attempt to address the overall shortfall for this project, other funding allocations from the DDI will be utilized for this project. Below is a breakdown of the funding currently available for this project.

Construction Allocation (DDI)	\$145,500	
PUC Allocation (2016 Budget)	\$40,000	
Design Allocation (DDI)	\$27,131	
Queen Street Tree Replacement Project (unspent funds)	\$35,000	
Forfeited Improvement Grants (DDI)	\$29,000	
Total Budget: Huron Street Welcome Feature		\$276,631
Total Shortfall		\$123,112

The project shortfall is approximately \$123,112. In discussions with staff from both Engineering and Finance, it was determined that \$125,000 is available from the 2016 Capital Works budget.

STRATEGIC PLAN / POLICY IMPACT

Promoting Quality of Life advantages and striving to create vibrant Downtown areas are key directions identified in the City's Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of Stephen Turco, dated September 12, 2016, concerning an update to the Huron Street Welcome Feature be received and that Council authorize staff to proceed with the Contemplative Change Order, as outlined in this report, with the additional \$125,000 to be sourced from the 2016 Capital Works Budget.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Stephen Turco', is positioned above the printed name.

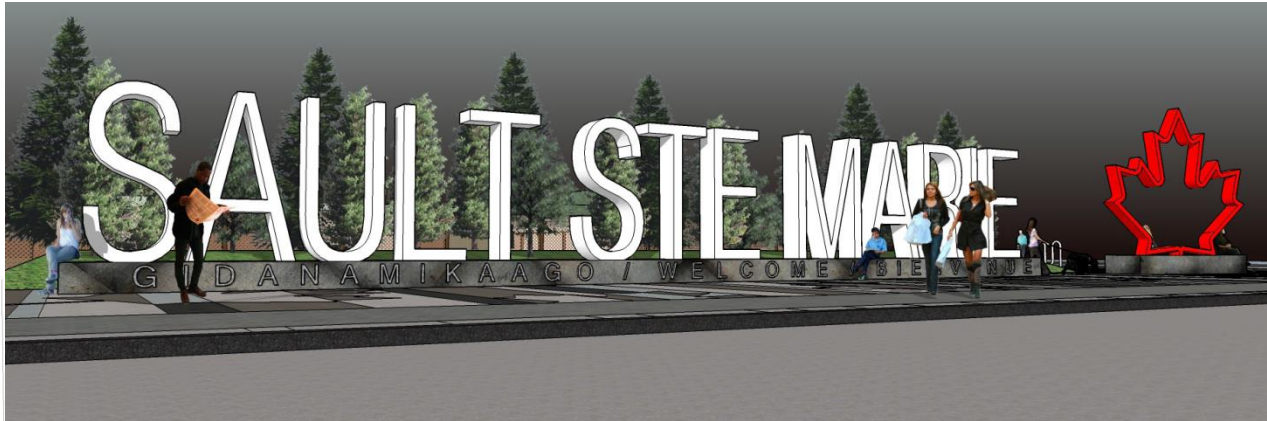
Stephen Turco

Senior Planner

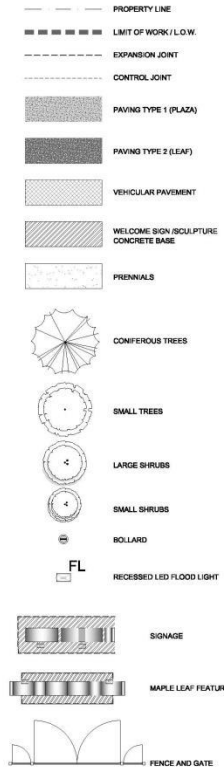
705.759.5279

s.turco@cityssm.on.ca

ST/ps



LEGEND:



WELCOME FEATURE HURON AND QUEEN STREET City of Sault Ste. Marie, Ontario

Project Client



AECOM
825 Wellington Street East,
Sault Ste. Marie, Ontario Canada P6A 2H4

Issue / Revisions

No.	Description	Date	By
01	ISSUED FOR BIDS	2018-04-05	ML
02	ISSUED AS LANDSCAPE COPY	2018-03-28	ML
03	ISSUED AS LANDSCAPE COPY	2018-04-04	ML

Stamp



THIS DRAWING SHALL NOT BE USED FOR
CONSTRUCTION PURPOSES UNLESS APPROVED BY
THE LANDSCAPE ARCHITECT

Drawn By: TSMH
Checked By: ML
Date: 2018-04-05

The Planning Partnership

urban design • landscape architecture • planning • communications
1035 Bay Street, Suite 201 • Toronto, Ontario, Canada M5G 1A9
T: 416-975-1035 F: 416-975-1036 info@planningpartnership.ca

General Notes

THE BUILDING PERMIT REQUIREMENTS SHALL BE SUBJECT TO THE
BUILDING PERMIT REQUIREMENTS AND THE CONSTRUCTION OF
WITH THESE APPROVED PLANS AND DRAWINGS INCLUDING, BUT
NOT LIMITED TO, THE CONSTRUCTION OF THE BUILDING AND
EXTERIOR BUILDING MATERIALS

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Drawing Title

**LAYOUT AND
MATERIALS PLAN**

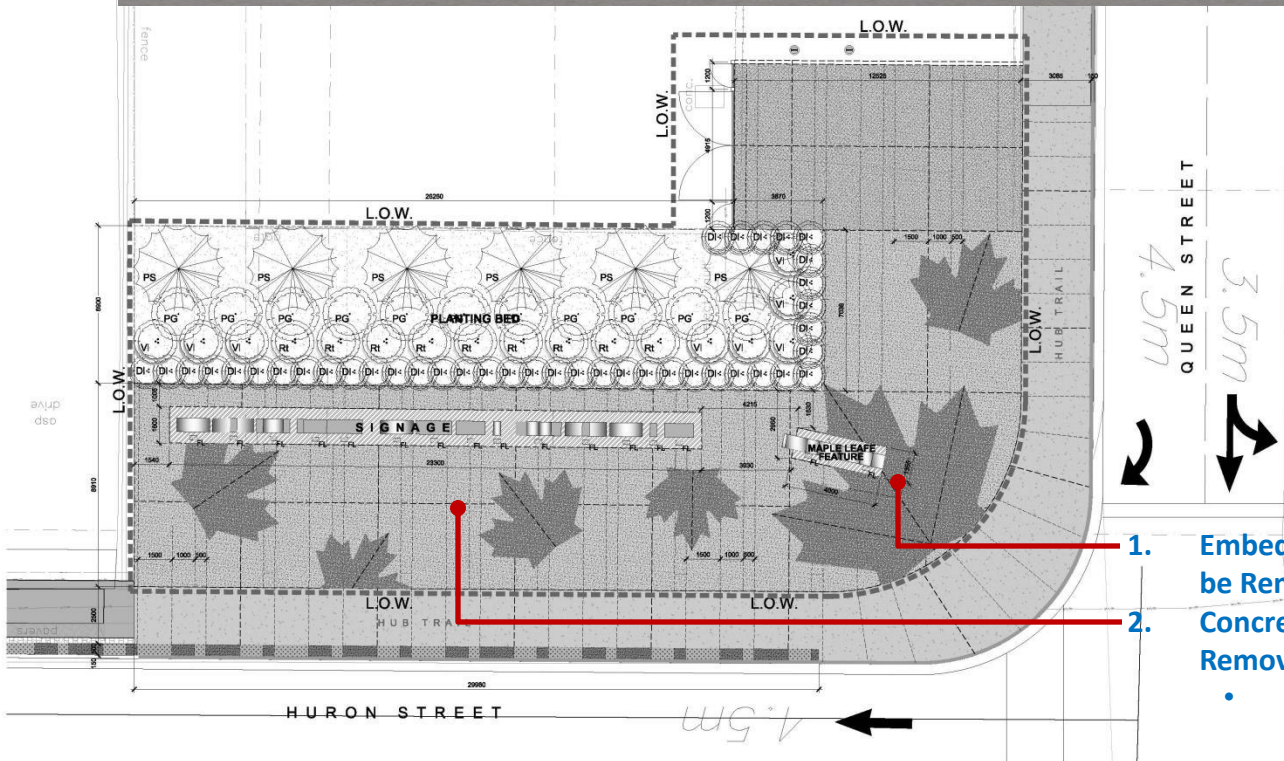
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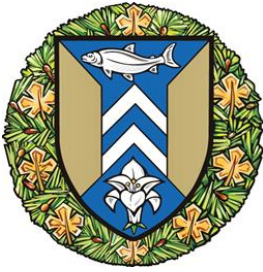
Proj. No.
1654

Rev.

Drawing No.

L-2.00





The Corporation of the
City of Sault Ste. Marie
COUNCIL REPORT

September 12, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Scott, Manager of Transit and Parking

DEPARTMENT: Public Works and Transportation Department

RE: Municipal Law Enforcement Officers - Appointment

PURPOSE

The purpose of this report is to update By-law 90-305 which appoints municipal law enforcement officers.

BACKGROUND

By-law 90-305 is a by-law appointing special constables and is amended from time to time.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

There is no budgetary impact.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

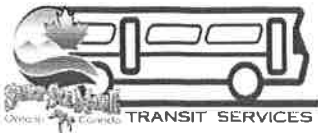
It is therefore recommended that Council take the following action:

By-law 2016-137 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'D. Scott'.

Don Scott
Manager of Transit and Parking
705.759.5848
d.scott@cityssm.on.ca



**Mr. Don Scott
MANAGER OF
TRANSIT AND PARKING**

**Public Works and Transportation
Department
Transit / Parking Division
111 Huron St.,
Sault Ste. Marie, ON P6A 5P9
Tel: (705) 759-5320
Fax: (705) 759-5834**

2016 08 15

Nuala Kenny, City Solicitor
Legal Department
Civic Centre

RE: MUNICIPAL LAW ENFORCEMENT OFFICERS

On January 24, 1996 City Council approved By-law 96-15 which amended Schedule "A" to By-law 90-305.

The following individuals are no longer employed as Special Constables and are to be deleted from Schedule "A".

<u>NO.</u>	<u>NAME</u>	<u>NO.</u>	<u>NAME</u>
138	CAIN,JOE	178	D'AGOSTINE,ROSEMARY
248	CHAN,GILBERT	249	CHO,LINDA
376	FINN,ROBERT	430	RUSCIO,DOMINIC
470	WOOLEY,NATHANIEL	480	TELFORD,JASON
481	FORD,BRIAN	501	QUARRELL,ROBERT
502	HAMEL,CHRIS	503	HAMEL,MELANIE
511	ADAIR,BRENDAN	512	DIMMA,JUSTIN
542	RALPH,NANCY	552	SENEGAL,DANIEL
562	DEARING,SCOTT	569	ZEPPA,JACOB
573	RHODES,LILIAN	581	PAVONI,JORDAN
582	MAITLAND,DARLA	583	MADIGAN,LORRI-ANNE
594	PELOSO,MATT	606	SHEFELT,CHERYL
610	GREGANITI,BARETT	613	SULLIVAN,SHAWN
618	DEWING,SANDRA	628	DEWAR,JEFFREY
630	LAFRAMBOISE,CORY	631	MACMILLER,TYLER
635	BROULLARD,BERNARD	640	BRUNI,MICHAEL
641	WILHEM,CHARLES	645	RANDELL,JOSEPH
652	MANGONE,MATTHEW	655	LUNDRIGAN,JORDAN
656	RICHARD,SHERI	657	HOULE,LAURA
658	TAIT,BARBARA	662	HURLEY,BRITTNEY
663	FEDCHAK,NICHOLAS	668	GRECO,TYSON

Would you please amend By-law 96-15 with the new attached Schedule "A".
Thank you.

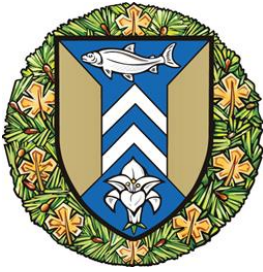
Yours truly,

Don Scott
Manager Transit and Parking

SCHEDULE "A"

<u>BADGE</u>	<u>SPECIAL CONSTABLE</u>	<u>EMPLOYER</u>	<u>PROPERTY LOCATION</u>
26	MCLEOD, ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST.
30	RENDELL, VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
109	SEBECIC, JOHN	DENTAL BUILDING	946 & 216 QUEEN ST E
151	PARR, DEREK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
153	TASSONE, VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163	BUMBACCO, PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
196	MCGRAYNE, LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
241	COGHILL, ROBIN	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
253	TRAVSON, TERRANCE	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
267	CORBIERE, JOHN(TED)	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
276	SMITH, DENNIS, ROBERT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
321	LORENZO, COREY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
334	MILLER, BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
335	GROSSO, DONALD	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
344	HARPE, KEN	HOLIDAY INN.	320 BAY ST.
346	HAZLETON, MARGARET	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
366	TROINOW, VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
369	CARMICHAEL, MARY	ONT.FINNISH HOME ASS.	725 NORTH ST.
370	HANSEN, LOUIS	ONT.FINNISH HOME ASS.	725 NORTH ST.
372	BENOIT, ALAIN	ONT.FINNISH HOME ASS.	725 NORTH ST.
374	TAAVEL, ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
391	MCLEOD, HEATHER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
397	LAFRAMBOISE, YVON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
400	JOHNSON, MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
410	POYNTER, HAROLD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
411	MOORE, ROBERT	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
420	FABIANO, ANTONIO	G4S SECURE SOLUTIONS	SAULT HOSPITAL
435	TRAMBLE, GEORGE	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
441	WILSON, DAVID	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
442	MACCLENNAN, MATTHEW	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
443	MARCIL, MARK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
446	HALLIDAY, DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONEYBEARE, KEVIN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
459	SLEEMAN, RAY	G4S SECURE SOLUTIONS	SAULT HOSPITAL
460	BOUGIE, DAN	G4S SECURE SOLUTIONS	SAULT HOSPITAL
463	MORIN, ALEX	CORPS. OF COMM.	
464	DITOMMASO, RYAN	2220917 ONT. INC.	489 BAY ST/535 QUEEN ST E
465	DELAVALLE, DON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
484	MCLEOD, VIRGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
486	LONGO, NADIA	GT.NORTHERN RETIREMEI	760 NORTHERN RD.
487	ROUGEAU, MARISA	GT.NORTHERN RETIREMEI	760 NORTHERN RD.
488	LEFLEUR, MARILYN	GT.NORTHERN RETIREMEI	760 NORTHERN RD.
489	MCQUEEN, WANDA	GT.NORTHERN RETIREMEI	760 NORTHERN RD.
490	LUXTON, JEFF	GT.NORTHERN RETIREMEI	760 NORTHERN RD.
493	BROWN, FRASER	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
516	GAY, JAMES	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
517	ROY, BRENDA	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
522	MCNAMA, STEVEN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
523	MCBRIDE, GUY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
526	JOHNSTON, CORY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
537	GRAWBARGER, KYLE	G4S SECURE SOLUTIONS	SAULT HOSPITAL
541	DIMMA, WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547	LIEPA, MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON, ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR. (CIVC CENTRE)
556	ARCAND, SCOTT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
565	LISCUMB, GERALD	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
566	SWEET, WILLARD	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
568	PICK, DENNY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
574	BOUCHARD, DARYL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
580	CHARETTE, ROBERT	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
587	GIULETTI, MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
589	TWENTYMAN, DANIEL	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELIZABETH COMPLEX/JOHN RHODES
596	WAGNER, TODD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
599	BUMBACCO, CARL	CB HOME INSTALLTIONS	321 JOHN ST /342,346 ST GEORGE'S AVE.
601	HART, JASON	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
602	GREENWOOD, LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603	LAMMING, DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
604	WAGNER, MATTHEW	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
607	FROST, CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608	ALISAT, THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON, SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
611	MIZZI, PRESTON	WENDY'S	1 QUEEN ST W

617	SAVAGE,SAMUEL	G4S SECURITY	SAULT HOSPITAL
619	BERTO,DEBORAH	GATEVIEW REALTY INC.	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS
620	FERA,NORMAN	CITY OF SAULT STE MARIE JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE	
622	PROULX,PATRICK	CITY OF SAULT STE MARIE JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE	
623	AYTON,BENJAMIN	CITY OF SAULT STE MARIE JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE	
624	MIHAILIUK,JASON	CITY OF SAULT STE MARIE JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE	
626	CHARRON,ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
627	BAKER,WILLIAM	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E
632	SAVAGE,MATT	G4S SECURITY	SAULT HOSPITAL
633	HILL,MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
634	TIBBLES,COLLEEN	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E
636	KLYM,TIMOTHY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
637	TOMASONE,LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD.
639	PANITILA,KIM	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
642	COULTER,BRANT	CITY OF SAULT STE MARIE BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX	
643	SHAW,KEVIN	CITY OF SAULT STE MARIE BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX	
644	SANTA MARIE,ROBERT	CITY OF SAULT STE MARIE JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE	
646	BOOTH,ABBY	CITY OF SAULT STE MARIE JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE	
647	DAFOE,TRUDY	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
648	ELWGREN,STEPHEN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
649	GRAHAM,STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG,RICHARD	G4S SECURITY	SAULT HOSPITAL
651	HUTCHINSON, HILLARY	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
653	BIOCCHI,CHRISTOPHE	AIRPORT	1-475 AIRPORT RD.
654	PAVONI,JAKE	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
659	MARCIL,BONNIE	STRICTLY CONFIDENTIAL INC	THE TECH/ R/J'S MARKET
660	SANDIE,KEVIN	STRICTLY CONFIDENTIAL INC	THE TECH/ R/J'S MARKET
661	MONK,AUSTIN	STRICTLY CONFIDENTIAL INC	THE TECH/ R/J'S MARKET
664	HAMMERSTEDT,ERIC	STRICTLY CONFIDENTIAL INC	THE TECH/ R/J'S MARKET
665	MATTHEWS,SUANNE	NORTHLAND ANIMAL HOSF	895 TRUNK RD.
666	AITKEN,ANDREW	G4S SECURITY	SAULT HOSPITAL
667	MCLAUGHIN,RYAN	NORTHEAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
669	BOREAN,RICK	CITY OF SAULT STE MARIE BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE.SPORTS COMPLEX	
670	MCGUIRE,STEVE	REGENT PROPERTY	402/302 BAY ST.
671	MCGUIRE,PATRICK	REGENT PROPERTY	402/302 BAY ST.
672	LEWIS,RYAN	NORTHEAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
673	CARTER,SHAWN	G4S SECURITY	SAULT HOSPITAL
674	DERASP,RICHARD	CORPS OF COMM	
675	KELLY,MATTHEW	G4S SECURITY	SAULT HOSPITAL



The Corporation of the
City of Sault Ste. Marie
COUNCIL REPORT

September 12, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Scott, Manager of Transit and Parking

DEPARTMENT: Public Works and Transportation Department

RE: Municipal Law Enforcement Officers - Removals

PURPOSE

The purpose of this report is to update By-law 90-305 which appoints municipal law enforcement officers.

BACKGROUND

By-law 90-305 is a by-law appointing special constables and is amended from time to time.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

There is no budgetary impact.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

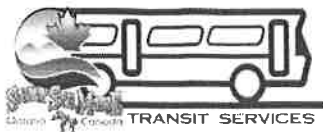
It is therefore recommended that Council take the following action:

By-law 2016-138 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "D. Scott".

Don Scott
Manager of Transit and Parking
705.759.5848
d.scott@cityssm.on.ca



Mr. Don Scott
Manager of
Transit and Parking

Public Works and Transportation
Department
Transit / Parking Division
111 Huron St.,
Sault Ste. Marie, ON P6A 5P9
Tel: (705) 759-5320
Fax: (705) 759-5834

2016 08 15

Nuala Kenny, City Solicitor
Legal Department
Civic Centre

RE: MUNICIPAL LAW ENFORCEMENT OFFICERS

On January 24, 1996 City Council approved By-law 96-15, which amended Schedule "A" to By-law 90-305, being a by-law to appoint Municipal Law Enforcement officers for the issuing of parking infractions on private property.

Schedule "A" of this by-law lists all officers that are eligible to issue tickets. The following individuals have applied to be a Municipal Law Enforcement Officers in regards to parking and have been approved by the Police Services and the Parking Section for this position.

<u>NO.</u>	<u>NAME</u>	<u>EMPLOYER</u>	<u>PROP. LOCATION</u>
676	Thompson, John	Commissionaires	Airport
677	MacMillian Tyler	Commissionaires	Airport
678	Perron, Jennifer	Commissionaires	Airport
679	Chateaufneuf, Yvon	Commissionaires	Airport
680	MacGregor, Chris	NorthEast Security	Sault College/Algoma University/ Tenaris/Essar Centre/ Group Health Centre
681	Schmidt, Keaton	NorthEast Security	Sault College/Algoma University/Tenaris Essar Centre/Group Health Centre
682	Halford, Kevin	NorPro	Huron St. Prop/Elgin Tower/GHC/ Queen Centre/Davey Home/APH/ 726 Queen St

Would you please amend By-law 96-15 with the new attached Schedule "A".

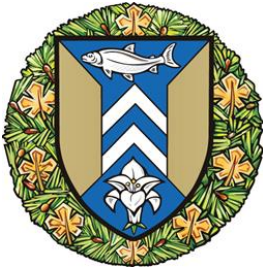
Thank you.

Yours truly,

Don Scott
Manager of Transit and Parking

SCHEDULE "A"			
BADGE	SPECIAL CONSTABLE	EMPLOYER	PROPERTY LOCATION
26	MCLEOD, ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST
30	RENDELL, VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
109	SEBECIC, JOHN	DENTAL BUILDING	946 & 216 QUEEN ST E
151	PARR, DEREK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
153	TASSONE, VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163	BUMBACCO, PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
196	MCGRAYNE, LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
241	COGHILL, ROBIN	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
253	TRAVSON, TERRANCE	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
267	CORBIERE, JOHN (TED)	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
276	SMITH, DENNIS, ROBERT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
321	LORENZO, COREY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
334	MILLER, BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
335	GROSSO, DONALD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
344	HARPE, KEN	HOLIDAY INN.	320 BAY ST.
346	HAZLETON, MARGARET	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
366	TROINOW, VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
369	CARMICHAEL, MARY	ONT. FINNISH HOME ASS.	725 NORTH ST.
370	HANSEN, LOUIS	ONT. FINNISH HOME ASS.	725 NORTH ST.
372	BENOIT, ALAIN	ONT. FINNISH HOME ASS.	725 NORTH ST.
374	TAAVEL, ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
391	MCLEOD, HEATHER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
397	LAFRAMBOISE, YVON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
400	JOHNSON, MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
410	POYNER, HAROLD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
411	MOORE, ROBERT	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
420	FABIANO, ANTONIO	G4S SECURE SOLUTIONS	SAULT HOSPITAL
435	TRAMBLE, GEORGE	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
441	WILSON, DAVID	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
442	MACLENNAN, MATTHEW	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
443	MARCIL, MARK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
446	HALLIDAY, DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONEYBEARE, KEVIN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
459	SLEEMAN, RAY	G4S SECURE SOLUTIONS	SAULT HOSPITAL
460	BOUGIE, DAN	G4S SECURE SOLUTIONS	SAULT HOSPITAL
463	MORIN, ALEX	CORPS. OF COMM.	
464	DITOMMASO, RYAN	2220917 ONT. INC.	489 BAY ST/535 QUEEN ST E
465	DELAVALLE, DON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
484	MCLEOD, VIRGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
486	LONGO, NADIA	GT. NORTH RETIREMENT	760 NORTHERN RD.
487	ROUGEAU, MARISA	GT. NORTH RETIREMENT	760 NORTHERN RD.
488	LEFLEUR, MARILYN	GT. NORTH RETIREMENT	760 NORTHERN RD.
489	MCQUEEN, WANDA	GT. NORTH RETIREMENT	760 NORTHERN RD.
490	LUXTON, JEFF	GT. NORTH RETIREMENT	760 NORTHERN RD.
493	BROWN, FRASER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
516	GAY, JAMES	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
517	ROY, BRENDA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
522	MCNAMA, STEVEN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
523	MCBRIDE, GUY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
526	JOHNSTON, CORY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
537	GRAWBARGER, KYLE	G4S SECURE SOLUTIONS	SAULT HOSPITAL
541	DIMMA, WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547	LIEPA, MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON, ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR. (CIVIC CENTRE)
556	ARCAND, SCOTT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
565	LISCUMB, GERALD	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
566	SWEET, WILLARD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
568	PICK, DENNY	CORPS OF COMM	SAULT AIRPORT
574	BOUCHARD, DARYL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
580	CHARETTE, ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
587	GIULETTI, MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
589	TWENTYMAN, DANIEL	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QUEEN ELIZABETH COMPLEX/JOHN RHODES
596	WAGNER, TODD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
599	DUMDACCO, CARL	CB I HOME INSTALLTIONS	321 JOHN ST /342, 346 ST GEORGE'S AVE.
601	HART, JASON	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
602	GREENWOOD, LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603	LAMMING, DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
604	WAGNER, MATTHEW	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
607	FROST, CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608	ALISAT, THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON, SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
611	MIZZI, PRESTON	WENDY'S	1 QUEEN ST W

617	SAVAGE,SAMUEL	G4S SECURITY	SAULT HOSPITAL
619	BERTO,DEBORAH	GATEVIEW REALTY INC.	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS
620	FERA,NORMAN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
622	PROULX,PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHALIUK,JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
626	CHARRON,ROBERT	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
627	BAKER,WILLIAM	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
632	SAVAGE,MATT	G4S SECURITY	SAULT HOSPITAL
633	HILL,MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
634	TIBBLES,COLLEEN	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
636	KLYM,TIMOTHY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
637	TOMASONE,LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD.
639	PANITTLA,KIM	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
642	COLUTER,BRANT	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
643	SHAW,KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
644	SANTA MARIE,ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH,ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
647	DAFOE,TRUDY	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
648	ELWGREN,STEPHEN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
649	GRAHAM,STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG,RICHARD	G4S SECURITY	SAULT HOSPITAL
651	HUTCHINSON, HILLARY	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
653	BIOCCHI,CHRISTOPHE	AIRPORT	1-475 AIRPORT RD.
654	PAVONI, JAKE	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
659	MARCIL,BONNIE	STRICTLY CONFIDENTIAL INC	THE TECH/ RJ'S MARKET
660	SANDIE,KEVIN	STRICTLY CONFIDENTIAL INC	THE TECH/ RJ'S MARKET
661	MONK,AUSTIN	STRICTLY CONFIDENTIAL INC	THE TECH/ RJ'S MARKET
664	HAMMERSTEDT,ERIC	STRICTLY CONFIDENTIAL INC	THE TECH/ RJ'S MARKET
665	MATTHEWS,SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD.
666	AITKEN,ANDREW	G4S SECURITY	SAULT HOSPITAL
667	MCLAUGHIN,RYAN	NORTHEAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
669	BOREAN,RICK	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
670	MCGUIRE,STEVE	REGENT PROPERTY	402/302 BAY ST.
671	MCGUIRE,PATRICK	REGENT PROPERTY	402/302 BAY ST.
672	LEWIS,RYAN	NORTHEAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
673	CARTER,SHAWN	G4S SECURITY	SAULT HOSPITAL
674	DERASP,RICHARD	CORPS OF COMM	SAULT AIRPORT
675	KELLY,MATTHEW	G4S SECURITY	SAULT HOSPITAL
676	THOMPSON,JOHN	CORPS OF COMM	SAULT AIRPORT
677	MACMILLAN,TYLER	CORPS OF COMM	SAULT AIRPORT
678	PERRON,JENNIFER	CORPS OF COMM	SAULT AIRPORT
679	CHATEAUNEUF,YVON	CORPS OF COMM	SAULT AIRPORT
680	MACGREGOR,CHRIS	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
681	SCHMIDT,KEATON	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
682	HALFORD,KEVIN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST



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

COUNCIL REPORT

FSeptember 12, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Mike Figliola, Fire Chief

DEPARTMENT: Fire Services

RE: Land Ambulance Service Contract

PURPOSE

The District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) has renewed the contract for the provision of Land Ambulance Services (EMS) effective September 25, 2016 with the City of Sault Ste. Marie Fire Services.

BACKGROUND

The City of Sault Ste. Marie has provided Land Ambulance Services on behalf of the District of Sault Ste. Marie Social Services Administration Board since 2001. The transition of the DSSMSSAB to an operating Board effective September 25, 2016 requires a new agreement to reflect the new governance and service delivery mandate.

ANALYSIS

The new agreement continues to reflect the DSSMSAB role as the as the Direct Delivery Agent for Land Ambulance Service under the both the District Social Services Administration Board Act and the Ambulance Act and the City of Sault Ste. Marie as the Operator under the Ambulance Act.

FINANCIAL IMPLICATIONS

Land Ambulance funding continues to be a fifty-fifty percent (50%-50%) cost share between the Province of Ontario and the DSSMSSAB. The Ambulance Station at Garden River is a full one hundred percent (100%) funding arrangement with the Province of Ontario and the DSSMSSAB.

STRATEGIC PLAN / POLICY IMPACT

The collaborative partnership between the DSSMSSAB as the Direct Delivery Agent and the City of Sault Ste. Marie as the Operator provides excellence in Service Delivery of Emergency Medical Services and a positive contributor to the overall Quality of Life.

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant Bylaw 2016-145 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

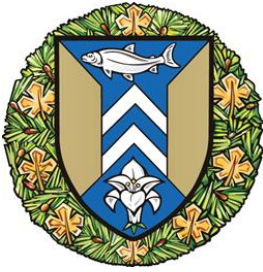


M. R. (Mike) Figliola

Fire Chief

705.759.5273

m.figliola@cityssm.on.ca



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

COUNCIL REPORT

September 12, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Al Horsman

DEPARTMENT: Chief Administrative Officer

RE: Appointment of Deputy CAO

PURPOSE

To inform Council that Mr. Tom Vair has been selected as the successful candidate for the position of Deputy CAO, Community Development and Enterprise Services and to ratify Mr. Vair's appointment by By-Law.

BACKGROUND

At its meeting of June 27, 2016 Council approved its 2016-2020 Strategic Plan. On the same date, Council received a report from the CAO outlining a new corporate organizational structure aligned to implement the four strategic focus areas identified in the 2016-2020 Corporate Strategic Plan. Included in the new organizational structure was the position of Deputy CAO, Community Development and Enterprise Services that staff indicated would be recruited through a human resources (HR) facilitated process open to both internal and external candidates. A hiring committee was struck to undertake the search as comprised of the CAO, Deputy CAO/City Clerk, Deputy CAO, Public Works and Engineering and Councillor Rick Niro. Executive Director Peter Niro was the HR lead who coordinated and facilitated the process.

ANALYSIS

A total of 68 applications were received for this posting of which 6 were brought in for an interview. As a result of the evaluation, Mr. Tom Vair was determined the successful candidate having met the duties and responsibilities outlined for the position and a final offer was provided on September 7, 2016. It is recommended that Council direct this appointment be made through formal By-Law at its Open Session meeting of September 12, 2016.

FINANCIAL IMPLICATIONS

The funding for this position was considered as part of the implementation plan described in the CAO Report of June 27, 2016. In short, the reorganization identified a reduction of 2 senior management FTE's and includes phased

consideration of staff functions and positions throughout the organization to align them to the identified priorities described in the City's 2016-2020 Corporate Strategic Plan, this to be achieved over a few months during implementation. Financial implications of the reorganization are therefore not known at this time, but will be brought forward and reported upon as part of the 2017 and future year budget deliberations.

STRATEGIC PLAN / POLICY IMPACT

The appointment of the Deputy CAO, Community Development and Enterprise Services aligns with the 2016-2020 Corporate Strategic Plan and positions the City to implement the Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

The relevant By-law 2016-150 is listed elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

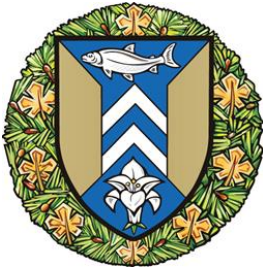


Al Horsman

CAO

705.759.5347

cao.horsman@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

September 12, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Tonazzo, RPP, Senior Planner

DEPARTMENT: Planning and Enterprise Services

RE: A-12-16-Z – 289 Bay Street

PURPOSE

The applicant is seeking Council's approval to rezone a portion of the subject property to facilitate a future severance application. The area to be rezoned is currently occupied by the Community First Credit Union building.

PROPOSED CHANGE

The applicant, Algoma Central Properties Inc. is requesting a rezoning from "C.5" (Shopping Centre Zone) to "C.2" (Central Commercial Zone) in order to facilitate a severance of the existing office building from the Shopping Centre lands.

Subject Property:

- Location – Located on the south side of Bay Street, at its intersection with Bruce Street, civic no. 289 Bay Street
- Size – The area to be rezoned has 56.4m (185') frontage by 20.1m (66') depth, totalling 1134.3m² (12,210ft²).
- Present Use – Office Building
- Owner – Algoma Central Properties Inc.

BACKGROUND

There are no previous rezoning applications on the subject property.

ANALYSIS

Conformity with the Official Plan (OP)

The subject property is designated 'Commercial' on Land Use Schedule 'C' of the Official Plan. The proposed rezoning from "C.5" (Shopping Centre Zone) to "C.2" (Central Commercial Zone) conforms to the commercial policies contained within the Official Plan, and as such, an Amendment is not required.

Comments

Algoma Central Property's current holdings include the Station Mall, the train station, an apartment building and the former ACR office building/train station which is currently occupied by among others, Community First Credit Union. The multi-use property has always functioned as one, with shared access and parking. With the exception of the apartment building, the commercial uses on the subject property share the same Shopping Centre (C.5) Zoning. A similar (B.4) zoning also applied to the property prior to the passing of Zoning By-law 2005-150.

To facilitate the sale of these holdings, Algoma Central is seeking to sever the Community First Office Building and the apartment building away from the Station Mall property, resulting in three separate parcels, with easement agreements to address servicing, access and parking.

The need to rezone arises from current C.5 regulations which limit office uses to a maximum of 10% gross floor area. The current total gross floor area includes both the office building and the mall. Once severed, the C.5 zoning would only permit 10% of the office building to be occupied by offices.

The proposed Central Commercial Zoning (C.2) appropriately permits lot line to lot line development, thereby recognizing this historic building's close proximity to the Bay Street Right of Way. Furthermore, the C.2 zoning is consistent with nearby properties on the north side of Bay Street.

If approved, this rezoning will not change the overall form or function of the area. A severance application to the Committee of Adjustment is pending, including long-term easement agreements related to servicing, access and parking.

Consultation

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

- See attached letters – Conservation Authority
- No objections/comments – Building division, Public Works & Engineering, Public Works Division

The attached correspondence from the Sault Ste. Marie Conservation Authority, notes that the subject property is within their jurisdiction, and as such, a permit from the SSMRCA may be required.

Up to the drafting of this report there have been no comments received from the public notice.

FINANCIAL IMPLICATIONS

Approval of this application will not impact Municipal Finances.

STRATEGIC PLAN / POLICY IMPACT

In many respects, this rezoning application is simply a housekeeping matter, required to facilitate the separation of the Office Building from the 'Station Mall Property'. The Corporate Strategic Plan speaks to creating a vibrant and attractive downtown. Approval of this application will not impact this Focus Area.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the Report of Peter Tonazzo dated 2016 09 12 concerning Application A-12-16-Z be received and that City Council Rezones a portion of the subject property, as shown on the maps attached, from "C.5" (Shopping Centre Zone) to "C.2" (Central Commercial Zone).

Respectfully submitted,



Peter Tonazzo, RPP

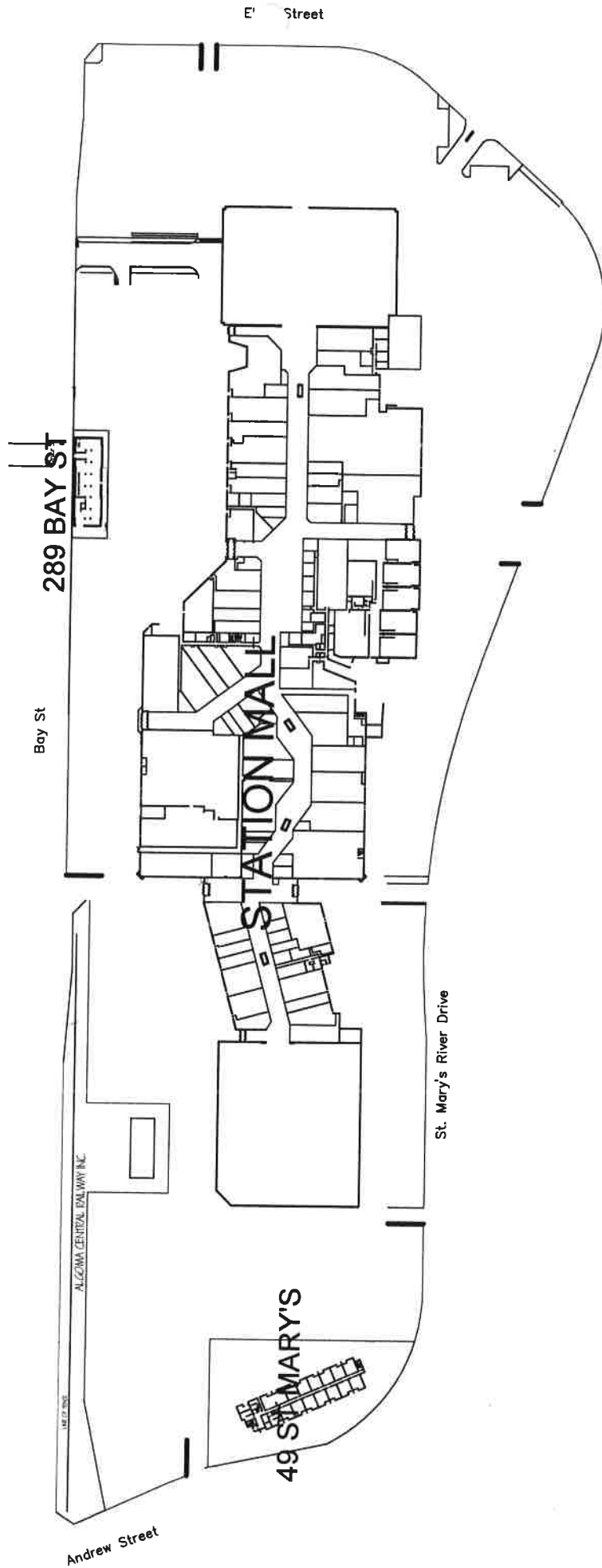
Senior Planner

705.759.2780

p.tonazzo@cityssm.on.ca

PT/ps

Attachment(s)



Site Plan

Pat Schinners

From: Marlene McKinnon <mmckinnon@ssmrca.ca>
Sent: Monday, August 08, 2016 10:44 AM
To: Pat Schinners
Subject: SSMRCA Reponse - A-12-16-Z - 289 Bay Street

August 8, 2016

Donald B. McConnell, MCIP, RPP,
Planning Director
City of Sault Ste. Marie
P.O. Box 580
Sault Ste. Marie, ON P6A 5N1

Conservation Authority Comments:

Application # A-12-16-Z
Algoma Central Properties Inc.
289 Bay Street
Sault Ste. Marie

The subject property is located in an area under the jurisdiction of the Conservation Authority with regard to the Ont. Reg.176/06 Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

Any development on the subject property will require a site plan review by SSMRCA and may require a permit under Ont. Reg. 176/06.

Sincerely,

M. A. McKinnon, CGS
GIS Specialist
Sault Ste. Marie Region Conservation Authority
1100 Fifth Line East
Sault Ste. Marie ON P6A 6J8
mmckinnon@ssmrca.ca
www.ssmrca.ca
Phone 705-946-8530
Fax 705-946-8533

Member of Canadian Institute of Geomatics



2012 Ortho Photo

PLANNING APPLICATION A-12-16-Z

293 Bay Street



METRIC SCALE
1 : 5,000

ROLL NUMBER
040021151000000

MAP NUMBERS
7 & 1-14

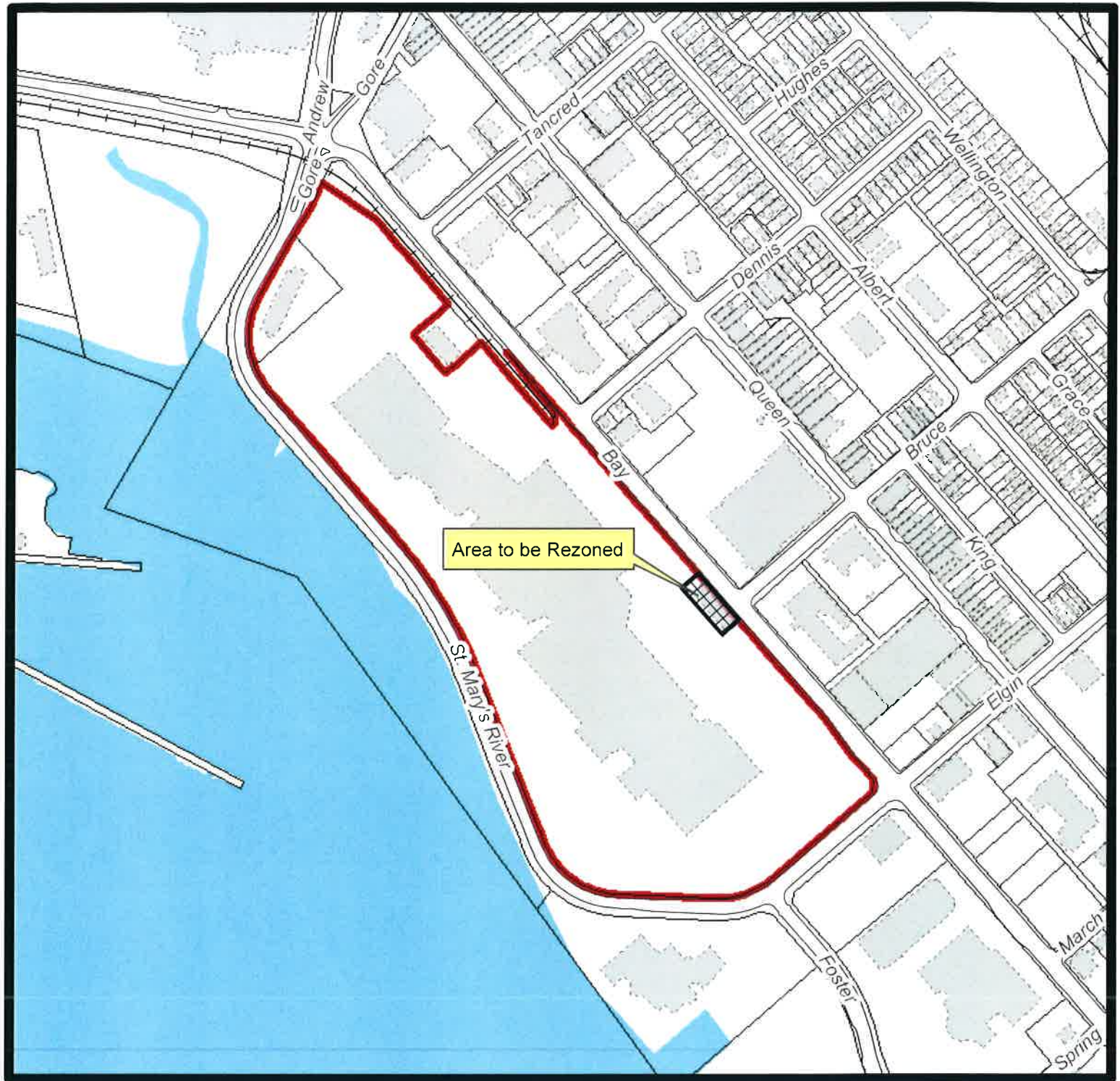
MAIL LABEL
A-12-16-Z



Area to be Rezoned



Subject Property: 293 Bay Street



Subject Property Map

PLANNING APPLICATION A-12-16-Z

293 Bay Street



METRIC SCALE
1 : 5,000

ROLL NUMBER
040021151000000

MAP NUMBERS
7 & 1-14

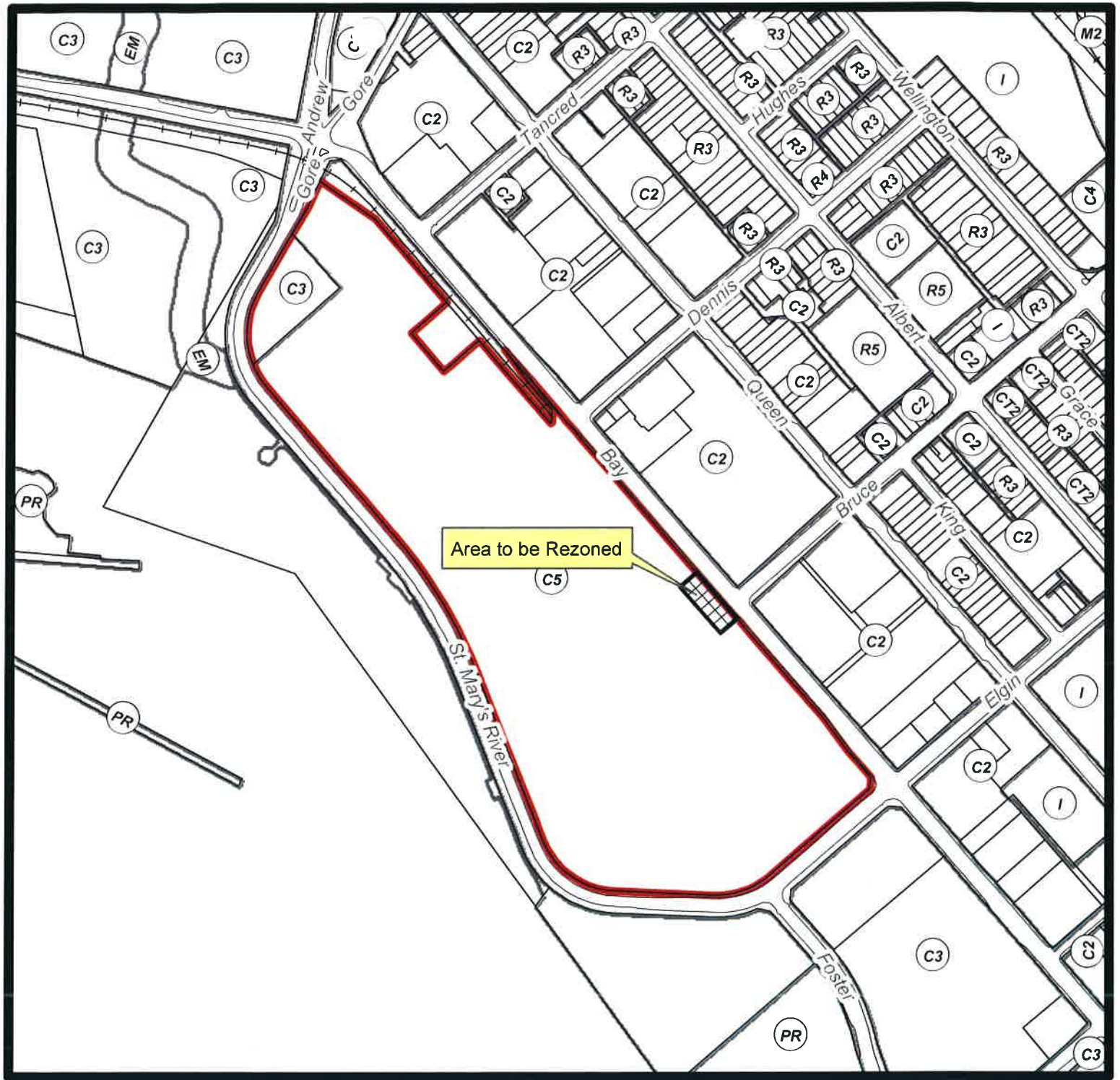
MAIL LABEL
A-12-16-Z



Area to be Rezoned



Subject Property: 293 Bay Street



Existing Zoning Map

PLANNING APPLICATION A-12-16-Z

293 Bay Street



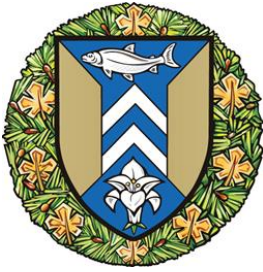
METRIC SCALE
1 : 5,000

ROLL NUMBER
040021151000000

MAP NUMBERS
7 & 1-14

MAIL LABEL
A-12-16-Z

	Area to be Rezoned		C2 - Central Commercial Zone		R3 - Low Density Residential Zone
	Subject Property: 293 Bay Street		CT2 - Commercial Transitional Zone		R5 - High Density Residential Zone
	C1 - Traditional Commercial Zone		C4 - General Commercial Zone; C4hp		I - Institutional Zone
	C3hp		C5 - Shopping Centre Zone		EM - Environmental Management Zone
	C3		M2 - Medium Industrial Zone; M2hp		PR - Parks and Recreation Zone



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

COUNCIL REPORT

September 12, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Tonazzo, RPP, Planner

DEPARTMENT: Planning and Enterprise Services

RE: A-11-16-Z – 899 Second Line West

PURPOSE

The applicant is seeking Council's approval to rezone the subject property in a manner that would permit single detached residential dwellings on the subject property. It is the applicant's intent to sever the parcel into three (3) separate lots for residential development purposes.

PROPOSED CHANGE

The applicant, Keith Marshall is requesting the following: 1. To rezone the northern 21.3m (70') of the subject property from "C.4" (General Commercial Zone) to "C.4.S" (General Commercial Zone with a Special Exception) to permit dwelling units to be located on the ground floor. 2. To rezone the southern 52.4m (172') of the subject property from "C.4" (General Commercial Zone) to "R.2" (Single Detached Residential Zone).

Subject Property:

- Location – Located on the southeast corner of Second Line West and North Eden Street, civic no. 899 Second Line West
- Size – 27.3m (89.5') frontage by 73.9m (242.5') depth 0.2ha (0.49acres)
- Present Use – Commercial along Second Line frontage and Vacant Residential (rear lands)
- Owner - Keith Marshall

BACKGROUND

In 1989 an application was made to rezone and re-designate the southern portion of the property to permit additional commercial development. This application was subsequently withdrawn by the applicant.

ANALYSIS

Comments

It has come to staff's attention that the building occupied by the Brookfield Market corner store slightly encroaches onto the eastern edge of the North Eden Street Right of Way.

The overall effect of the applicants request is to permit the store to be renovated into a single detached dwelling. Given the significant investment/improvements required to achieve this change of use, it is recommended that this application be postponed until Council's September 26, 2016 meeting, to grant staff time to determine the applicability of the current encroachment agreement, and to discuss potential alternatives with the applicant.

FINANCIAL IMPLICATIONS

Deferring this application will not impact municipal finances.

STRATEGIC PLAN / POLICY IMPACT

Deferring this application is not related to any policies contained within the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the Report of Peter Tonazzo, dated 2016 09 12 concerning Rezoning Application A-11-16-Z be received and that Council postpone this application until Council's September 26, 2016 meeting.

Respectfully submitted,



Peter Tonazzo, RPP
Planner

705.759.2780

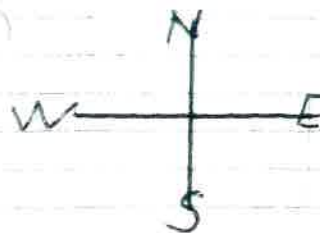
p.tonazzo@cityssm.on.ca

PT/ps

Attachment(s)

NORTH EDEN STREET

SECOND LINE
89.32



REZONE C4 TO C4.5
, ADDING
RESIDENTIAL
DWELLING ON THE
GROUND FLOOR

Driveway

95.53'

AREA TO BE REZONED
FROM C4 TO R2

242.53

Driveway

147'

102

Driveway

89.93
ROOSEVELT AVENUE



2012 ORTHO PHOTO

PLANNING APPLICATION A-11-16-Z

899 SECOND LINE WEST



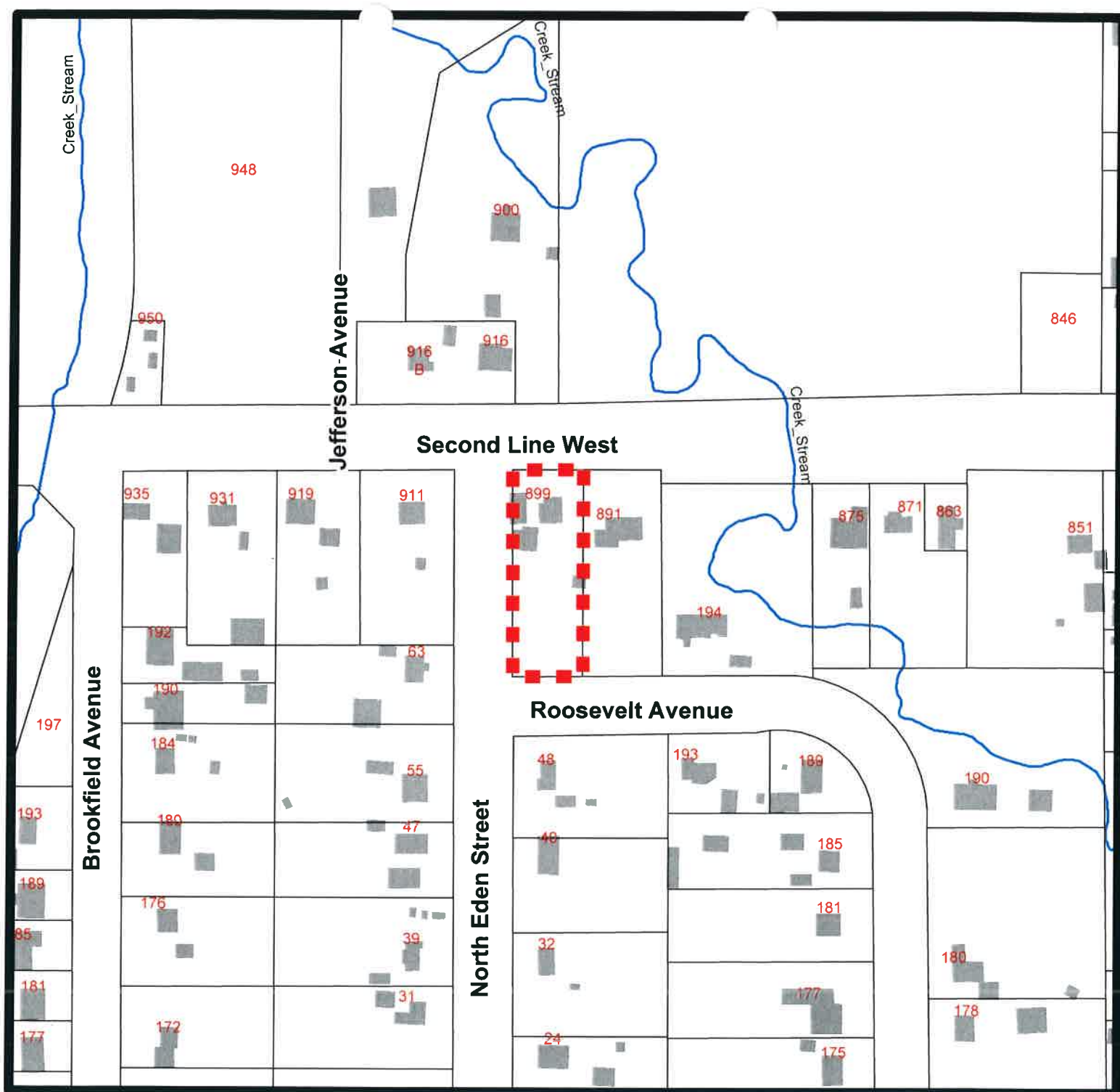
METRIC SCALE
1 : 2000

ROLL NUMBER
060-033-066-00

MAP NUMBERS
52 & 1-68

Legend

 Subject Property = 899 Second Line West



SUBJECT PROPERTY MAP

PLANNING APPLICATION A-11-16-Z

899 SECOND LINE WEST



METRIC SCALE
1 : 2000

ROLL NUMBER
060-033-066-00

MAP NUMBERS
52 & 1-68

Legend

 Subject Property = 899 Second Line West



EXISTING ZONING MAP

PLANNING APPLICATION A-11-16-Z

899 SECOND LINE WEST

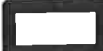
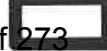


METRIC SCALE
1 : 2000

ROLL NUMBER
060-033-066-00

MAP NUMBERS
52 & 1-68

Legend

	Subject Property = 899 Second Line W		C4 - General Commercial Zone; C4hp
	R2 - Single Detached Residential Zone; R2hp		M2 - Medium Industrial Zone; M2hp
	R3 - Low Density Residential Zone		EM - Environmental Management Zone
	RA - Rural Area Zone		PR - Parks and Recreation Zone

Minister of Transport



Ministre des Transports

Ottawa, Canada K1A 0N5

JUL 15 2016

Chief Jason Gauthier
Missanabie Cree First Nation
174B Highway 17B
Garden River ON P6A 6Z1

Dear Chief Gauthier,

Thank you for your correspondence of both February 24 and May 20, 2016, regarding your proposal related to the passenger rail service between Sault Ste. Marie and Hearst, Ontario. Please excuse my delay in responding.

I understand that the passenger rail service ceased operation in July 2015 and that the subsequent request for proposals process was unsuccessful in securing a new operator for the service.

As you note in your letter, the previous government provided approval-in-principle for a declining funding commitment for three years ending on March 31, 2018 when the Remote Passenger Rail Program expires. This approval-in-principle was intended to support the continuation of the passenger rail service between Sault Ste. Marie and Hearst on the presumption that the service would continue three times per week, and reach self-sustainability within four years.

Moreover, your preliminary proposal includes an on-going need for a \$2.2 million subsidy even with planned reductions to the level of service. This would indicate that it is unlikely that the service could ever become self-sufficient.

As you may know, the purpose of the Remote Passenger Rail Program is to support essential transportation services to established, year-round communities with no other means of access. It would not be cost-effective for Transport Canada to fund railway services to communities with means of year-round access to the national transportation system. The established, year-round communities located along this rail corridor (specifically Sault Ste. Marie, Hearst and Hawk Junction) have highway access to the national transportation network.

As I understand, this is the third attempt at establishing regular passenger rail service between Sault Ste. Marie and Hearst. The first attempt resulted in the termination of service when Railmark Canada could not meet its financial obligations. The second Request for Proposals was unsuccessful in securing approval from CN Rail for the new operator and viable business plan for the service. I encourage you to continue the negotiations with CN Rail to reach an agreement.

.. /2

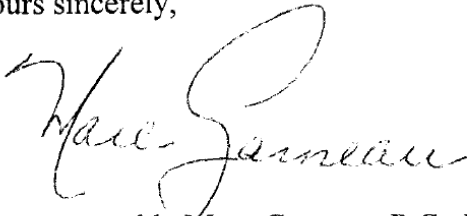
It is apparent that the Mask-wa- Oo-ta-ban: Bear Train along with local stakeholders are taking important steps in finding a solution for passenger rail service in the Sault Ste. Marie-Hearst corridor and I encourage your continued efforts.

As such, since continued and sustained service of the Sault Ste. Marie to Hearst passenger rail service may align with our Government's agenda for a renewed nation-to-nation relationship with Indigenous Peoples, I have instructed my officials to begin an interdepartmental dialogue with their counterparts at Indigenous and Northern Affairs Canada (INAC) to see if there are ways to collaborate on a way forward, with an understanding that funding would not be provided by Transport Canada. Likewise, I encourage you to contact INAC to discuss your detailed proposal.

I wish you every success.

Thank you again for writing,

Yours sincerely,

A handwritten signature in cursive script, reading "Marc Garneau". The signature is written in dark ink and is positioned above the printed name of the Minister of Transport.

The Honourable Marc Garneau, P.C., M.P.
Minister of Transport

c.c. The Honourable Carolyn Bennett, P.C., M.P.
Minister of Indigenous and Northern Affairs

Terry Sheehan, M.P.
Sault Ste. Marie



Canadian National

Canadien National

Janet A. Drysdale
Vice-President
Corporate Development

Vice-presidente
Developpement corporatif

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935, rue de La Gauchetiere ouest
8e etage
Montreal (Quebec) H3B 2M9
Telephone: (514) 399-4333
Telecopieur: (514) 399-8823

July 18th, 2016

BY EMAIL

Chief Jason Gauthier
MISSANABIE CREE FIRST NATION
1748 Hwy 17 B
Garden River, ON
P6A 6Z1

Re: Restoration of passenger train service between Sault Ste. Marie and Hearst, Ontario.

Dear Chief,

After a positive exploratory meeting with you and Al Errington July 8 at CN's MacMillan Yard north of Toronto, CN is writing you today to express its support for the efforts of the Missanabie Cree First Nation (MCFN) and other regional stakeholders to restore passenger train service between Sault Ste. Marie and Hearst, Ont.

As an expression of our support, CN is prepared to work toward the negotiation of a definitive agreement with the MCFN. Under this agreement, the MCFN would own and operate the passenger train subject to conditions such as obtaining the required government operating subsidy, equipment, insurance, crews, all applicable regulatory approvals, as well as a track access agreement with CN.

CN hopes its collaborative efforts with the MCFN and other stakeholders will help advance the Band's objective of utilizing the rail passenger service to promote economic development in the region north of Sault Ste. Marie.

Best Regards

A handwritten signature in blue ink, appearing to read 'Janet A. Drysdale', is written over a light blue circular stamp.

Janet A. Drysdale
Vice-President Corporate Development

SSM Draft Resolution
Algoma (ACR) Passenger Train Service

Whereas the Federal Government decided in late 2013 to cease providing a financial contribution to in the Algoma passenger train service, a funding commitment which until that point had supported many years of safe and reliable access to the national transportation system for remote areas between Sault Ste. Marie and Hearst, Ontario; and

Whereas the service was discontinued by CN Rail as a result of the loss of the Federal Government's investment in early 2014; and

Whereas, as a result of the cessation of this service, access has now been denied to many residents, tourist business operators, trappers and First Nations; and

Whereas Algoma (ACR) Passenger Service Working Group (Working Group) has been formed, comprised of affected First Nations rights holders and regional stakeholders, chaired by Chief Jason Gauthier of Missanabie Cree First Nation (MCFN) and is moving forward on a plan to own and operate a railway passenger service led by representation from First Nations communities and stakeholders affected (Sault Ste. Marie to Hearst); and

Whereas the continued and ongoing investment by the Federal Government (Transport Canada) is absolutely essential to the successful return of passenger rail service to the region as was recognized by the previous Federal Government in March, 2015 when it reconsidered its position and approved in principle, a further 3 years of Remote Rail Passenger Service Program funding; and

Whereas the stated mission of Transport Canada is "To serve the public interest through the promotion of a safe and secure, efficient and environmentally responsible transportation system in Canada"; and,

Whereas a study completed by BDO Canada in 2015 concluded that the Algoma passenger train is in the public interest in that it supported:

- \$38-\$48 million in direct and indirect economic impact
- 170-220 direct and indirect jobs
- \$5.12-\$6.45 million in tax generation; and

Whereas this same study also concluded that at least 75% of residents and property owners of the Algoma passenger rail corridor did not have other safe or reliable year-round access to their residences or properties; and

Whereas Mask-wa Oo-ta-ban (The Bear Train) is an initiative of the MCFN and the Working Group to re-establish and optimize the Algoma passenger train service to support the social, economic, employment and remote access needs of the First Nations, communities, residents, businesses and socio-economic stakeholders of the Algoma passenger train corridor, an initiative that follows and supports the mission of Transport Canada;

Whereas on July 15, 2016, Transport Minister Marc Garneau wrote to Chief Gauthier and the Working Group encouraging them to continue their efforts to reach agreement with CN, indicating that such a service may align with the government's agenda for renewed a nation to nation relationship with Indigenous Peoples and further advising that he had instructed his officials to begin an

interdepartmental dialogue with their counterparts at Indigenous and Northern affairs Canada (INAC); and

Whereas on July 18, 2016 Janet Drysdale, VP of Corporate Development for CN, wrote to Chief Jason Gauthier to express support for the MCFN and other regional stakeholder's efforts to restore passenger train service between Sault Ste. Marie and Hearst, further stating that CN is prepared to work toward the negotiation of a definitive agreement for the ownership and operation of the passenger train led by MCFN;

NOW THEREFORE BE IT RESOLVED THAT the Sault Ste. Marie City Council supports the efforts of the Working Group and requests that the Government of Canada recognize the mission of Transport Canada and support immediate resumption of the Algoma passenger train services by:

1. Requiring and compensating CN Rail to immediately resume scheduled service of the Algoma Passenger Train to support the social, economic, employment and remote access needs of the First Nations, communities, residents, businesses and socio-economic stakeholders of the Algoma passenger train corridor.
2. Supporting the Missanabie Cree First Nation and the Working Group in their cooperative development of Mask-wa Oo-ta-ban, the bear train, to assume responsibility for, and optimize, long-term operations of the Algoma passenger train so the economic, employment, remote access and other public interests and values of the Algoma passenger train can be optimized and maximized.

And FURTHER BE IT RESOLVED THAT the Sault Ste. Marie City Council requests of the Government of Canada that future decisions concerning support and direction regarding the support, scheduling and maintenance of Algoma's passenger train services be based on the economic, employment, environmental, social, public safety and other needs dependent on the passenger train services along with consultation with First Nations, communities, residences, businesses and socio-economic stakeholder interests.

And FURTHER BE IT RESOLVED THAT the Sault Ste. Marie City Council requests that the Governments of Canada and Ontario recognize the Algoma Central Railway passenger train services, and the rail access corridor it serves, as a unique and valuable cultural, historic, recreational, environmental and economic asset where Federal and Provincial planning and investment needs to consider its value to the economic, employment, cultural and social viability of the Algoma region.

And FINALLY, BE IT RESOLVED THAT a copy of this motion will be distributed to surrounding municipalities for support and a copy of this motion will be sent to the MPs and MPPs serving the Algoma District as well as senior provincial and federal politicians, MP Terry Sheehan, MP Carol Hughes, MPP David Oraziatti, MPP Michael Mantha, Canada's Minister of Transport Marc Garneau, Canada's Minister of Indigenous and Northern Affairs Carolyn Bennett, Ontario's Minister of Northern Development Michael Gravelle, Canada's Prime Minister Justin Trudeau and Ontario's Premier Kathleen Wynne.

Algoma Central Railway Passenger Rail Service

ECONOMIC IMPACT ASSESSMENT
August 13, 2014

To: Algoma Central Railway (ACR) Passenger Service Working Group
c/o
Sault Ste. Marie Economic Development Corporation
99 Foster Drive - Level Three
Sault Ste. Marie, ON P6A 5X6

From: BDO Canada LLP
747 Queen Street East
Sault Ste. Marie, ON P6A 5N7

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Note to the Reader: This analysis, conducted by BDO Canada LLP, Chartered Accountants and Advisors, is considered preliminary in nature and provides a preliminary assessment of the economic (quantitative) and social (qualitative) impacts associated with the ACR passenger rail service.

The purpose of this assessment is to compile available information and survey data to quickly respond to Transport Canada's (TC) termination of financial assistance and help enable affected stakeholders to make the case for and obtain a one year extension of federal support for the ACR passenger service. This extension is intended to allow stakeholders to undertake a more comprehensive assessment of ACR/CN operations and service, its impacts on the region's economy and identify opportunities for a more sustainable freight and passenger services as well as tourism development opportunities.

Much of the information is excerpted from previous reports and studies recognized in the scope of review. In support of the work undertaken by BDO, the Sault Ste. Marie Economic Development Corporation undertook a survey of stakeholders (Appendix D). BDO did not independently verify the information, data or survey nor were they responsible for its design or distribution. During the next year, a comprehensive socio-economic impact assessment is required to determine the impacts/benefits of having the ACR passenger service operational for the foreseeable future.

EXECUTIVE SUMMARY

Introduction

In January 2014, CN announced it was terminating the passenger service from Sault Ste. Marie to Hearst as a result of the Transport Canada (TC) decision that the ACR Passenger Rail Service no longer met the criteria to qualify for their Remote Passenger Rail Program (RPRP) and therefore, program funding was to be ceased effective March 31, 2014. Although this announcement came in January of 2014, the decision was made on November 18, 2013, which represents the date, on which CN (owners of the ACR) were advised of the RPRP program change by TC. CN concluded that it would be unable to continue passenger service operation without incurring an additional \$2.2 million loss and would therefore terminate the service. Note: CN/ACR originally planned to cease passenger rail service to coincide with the termination of the subsidy, but subsequently extended the scheduled service end date to April 30, 2014.

The timeframe between the decision, announcement and cancellation is a matter of months and has left stakeholders; especially, those that use the passenger service to transport guests/clients to their remote operations and goods and materials to their facilities, searching for answers as to what to tell customers and how will they sustain their livelihood and operations, meet payroll and recover their investments. As a result, there will be immediate, direct and significant socio-economic impacts to a broad range of stakeholders that will occur with the cancellation of the Algoma Central Railway Passenger Service, caused by the TC termination of financial support.

According to a Senior Transport Canada official, for the purposes of the Remote Passenger Rail Program:

“communities must be occupied on a year-round basis and may be considered remote if they do not have access to a year-round all-weather road access link to the surface national transportation system for both passengers and freight by means of public or private road systems.”

Further, the government states in its 2003 “Straight Ahead: A Vision for Transportation in Canada” that it:

“will meet this objective (reasonable access to the national transportation system for Canada’s remote regions) by maintaining federally supported infrastructure in the most cost-effective manner and will be prepared to examine alternative arrangements with all other partners who have a role in this area, including provinces and territories and the private sector.”

In spite of this, Transport Canada unilaterally determined that the ACR passenger service did not meet the criteria and it appears that they believed they were not obligated to consult with affected stakeholders who have a role in this area, conduct an environmental assessment or a more focused socio-economic impact assessment to determine the effect of the program change.

Background

The Algoma Central Railway (ACR) is a freight and passenger railway in Northern Ontario that operates on the 476 km stretch between Sault Ste. Marie and Hearst, with 54 official stops (1 scheduled intermediate passenger stop in Hawk Junction and 53 flag stops) on the ACR schedule. The area served by the railway is remote, with few public roads. The railway is well known for its Agawa Canyon tour train and also provides passenger train service along its entire route to tourists, cottage and land owners and sports and recreation participants accessing this vast wilderness recreation region, as well as for regular travel between communities. The passenger service provides the primary means for people, personal freight and mail to reach many communities between Sault Ste. Marie and Hearst. See Appendix A for maps of ACR Rail Line roads, trails and water crossings, as well as municipalities and population settlements along the line.

Purpose of the Report

This report represents an initial effort by the affected ACR passenger service stakeholders in the region to identify and assess the potential surface and sub surface impacts and effects caused as a result of the Transport Canada decision to remove the ACR eligibility for financial assistance under the Remote Passenger Rail Program (RPRP).

Accordingly, BDO Canada LLP Chartered Accountants and Advisors (BDO) have been engaged to establish the socio-economic impact of the Algoma Central Railway Passenger Service, in response to Transport Canada's termination of financial support of this service. This report is intended to identify and assess the socio-economic impact of the Algoma Central Railway and therefore provide insight into the effect of Transport Canada's decision to remove the Algoma Central Railway's eligibility for the RPRP.

Revenue and Ridership

Ridership from 2005 to 2013 has ranged from a low of 5,166 passengers (2013) to a high of 12,640 passengers (2005). Between 2005 and 2008, ACR passenger revenues were between \$2.5 million and \$2.8 million with an average of \$2.65 million. This includes \$2.2 million in financial assistance provided by Transport Canada. This investment in the operations of the ACR is the equivalent of an average of \$425.86 per passenger (based on 2013 ridership). When one considers TC's investment in similar passenger rail service (detailed below), this level of financial assistance does not appear unreasonable:

- ACR Passenger Service
 - 476 km rail line;
 - In 2012, the federal government directed \$2.2 million to the ACR passenger service.
- Tshiuetin Rail Transportation (TRT)
 - 217 km rail line;
 - In 2011, the federal government directed \$8.2 million to Tshiuetin Rail Transportation.
- Keewatin Railway Company (KRC)
 - 400 km rail line
 - In 2011, the federal government directed \$2.0M to Keewatin Railway Company

Stakeholders

This report exists due to the concerns of the many stakeholders and their refusal to let passenger rail service be eliminated without consideration of all relevant facts. The stakeholders perceive this service to be absolutely vital to the region and more specifically, essential to its social and economic well being. The stakeholders of the ACR passenger service can be categorized in many ways; however, for purposes of this report, we have chosen to define the stakeholders as follows:

- Tourists and Outdoor Sports and Recreation Participants
 - This group includes all individuals who hunt, fish and participate in other recreational activities that use the railway, for activities such as photography, painting, kayaking, canoeing, bicycling, snowmobiling and backpacking etc.
- Tourism and Related Service/Retail Businesses
 - This group uses the railway to operate, to transport guests/clients to their remote operations, transport goods and materials to their facilities; and to use the railway as a unique promotional and tourism marketing feature that makes their tourism products and accommodations competitive in the marketplace;
- Private Cottage and Land Owners
 - This group uses the railway to gain access to their properties and resources and to transport goods, materials, food and supplies;
- Municipalities & Small Communities
 - These communities are located either directly on the rail line, or in its immediate proximity and derive social or economic benefits as a result of its existence. The municipalities include Hearst, Dubreuilville, Wawa and Sault Ste. Marie.
 - Smaller communities include OBA, Franz, Searchmont and Hawk Junction.
- First Nations
 - The railway passes through the Treaty No. 9, Robinson Superior Treaty and Robinson Huron Treaty areas. These traditional territories are used by First Nations for hunting, fishing, trapping and other socio-cultural activities. These are also areas that First Nations are developing (in synergistic relationships with other stakeholders along the rail line) such as ecotourism businesses. This also includes forest management plans and other resourced based undertakings.
- Other businesses/entrepreneurs
 - Resource based operations who use the passenger service for transportation of employees and exploration activities;
 - Trappers who use the passenger service for access to trapping grounds.

For a visual illustration of certain affected stakeholders, please see Appendix A for a map of the rail line, which depicts:

- Communities,
- Hunting/fishing/wilderness lodges
- First Nations

and their proximity to the rail line.

Hungry? Your pizza drone will be there in 30 minutes.

By **Steven Overly** August 25

Exactly how much should you tip a pizza delivery drone?

That's just one question likely to vex hungry New Zealanders who could soon find their Domino's Pizza order landing on the doorstep via an aerial drone.

Other quandaries to ponder: What happens if it starts to rain before my food arrives? What if the neighbor's dog beats me to the door? Is creating a pizza delivery drone really the best use of an engineer's time?

Who cares? It's pizza, and now it flies!

Domino's Pizza Enterprises in New Zealand has successfully demonstrated a flying drone that can transport pizza, and the chain will partner with a drone delivery company called Flirtey to make the service available to customers later this year, according to the Guardian. The paper reports that New Zealand approved commercial drone delivery last year, becoming one of the first countries to allow such services.

Domino's Pizza Enterprises holds the master franchise rights for the Domino's brand in New Zealand, Australia, Japan, France and Germany, among other countries. The largest Domino's international franchise, the company has 1,900 storefronts in all.

"With the increased number of deliveries we make each year, we were faced with the challenge of ensuring our delivery times continue to decrease and that we strive to offer our customers new and progressive ways of ordering from us," Domino's Group chief executive and managing director Don Meij told the New Zealand Herald.

In the United States, drone delivery is a bit more complicated. Federal aviation regulators and the Obama administration have imposed tight controls on who can operate drones and where they can do so, although Amazon.com and Google, among other big corporations, are seriously experimenting with the concept.

Amazon chief executive Jeffrey P. Bezos owns The Washington Post.

Nevertheless, few take pizza innovation as seriously as the Kiwis and their neighboring Australians. Earlier this year, [a Domino's Pizza Enterprises research lab in Australia unveiled an autonomous robot that looks like a warming drawer on wheels and can transport as many as 10 pizzas in a single trip](#). In March, the Domino's Robot Unit carried out its first successful delivery.

“We have a relentless passion to push the boundaries of what’s possible with pizza delivery,” Michael Gillespie, chief digital officer for Domino’s in Australia, [told Innovations in March](#). “As we get further, it’s not hard to believe that we might have a store with a couple of [robots] that are doing deliveries.”

[Read more from The Washington Post's Innovations section.](#)

[Stanford wants to make first-day icebreakers way less awkward](#)

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[Why we scoff when McDonald's hands out fitness trackers](#)

Steven Overly anchors and edits The Washington Post's Innovations blog, where he explores emerging technologies and groundbreaking ideas. Since joining The Post in 2010, he has also covered technology policy and local business. Steven completed the Knight-Bagehot Fellowship in Economics and Business Journalism at Columbia University in 2016. 🐦 [Follow @stevenoverly](#)

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"This case is a prime example of how things should be done."

Transport Canada to introduce new drone regulations

CTVNews.ca Staff

Published Monday, January 11, 2016 11:50AM EST

In response to the growing popularity of drones, Transport Canada is planning to introduce new rules governing their use.

After asking for input from the public last summer, the department says it intends to introduce new regulatory requirements, sometime this year, for drones that weigh 25 kilograms or less and are operated "within visual line of sight."

The new rules will address licensing and training for drone operators, establish how the unmanned aircraft should be marked and registered, and create "flight rules," according to Transport Canada's [notice of proposed amendments, posted online](#).

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[Drones 'not simply toys,' warns Transport Canada](#)

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PHOTOS



In this Feb. 13, 2014 file photo, a drone is demonstrated in Brigham City, Utah. (AP / Rick Bowmer, File)

Current Transport Canada guidelines say that no drone can be flown within 9 km of forest fires, airports or built-up areas. Drones also cannot be flown higher than 90 metres, over military bases, prisons, crowds or in restricted airspace.

The existing regulations distinguish between recreational and non-recreational drone use. A special flight operation certificate is required for non-recreational drones that weigh more than 25 kilograms and are flown out of the operator's line of sight.

Those who want to fly drones that weigh between 2.1 kg and 25 kg can do so without permission, [as long as they meet certain exemption requirements](#).

Flying small recreational drones is a hobby for many North Americans and usually involves short-distance flights, said Doug Marshall, a North Dakota-based aviation consultant.

Commercial drones are equipped with cameras and typically used for research or surveillance purposes and to capture aerial shots. As they became more popular in the last couple of years, they've raised privacy concerns, Marshall told CTV News Channel on Monday.

"The privacy concern is a huge concern, not just in Canada and the U.S. but all over the world," he said, noting complaints about camera-equipped drones flying over private properties.

Transport Canada says it will continue to work with the Office of the Privacy Commissioner to ensure that drone operators respect Canada's privacy laws. A 2013 report from the privacy commissioner said that privacy "checks and balances" will be necessary as more people buy and use drones.

Transport Canada says the unmanned aircraft industry has grown exponentially over the past few years. In 2012, the department issued 345 special flight operation certificates to drone users. By 2014, that number jumped to 1,672.

The department also cites safety issues among the reasons for new drone regulations. Since 2010, Transport Canada says it has investigated some 50 incidents involving unmanned aircraft across the country.

Still, Marshall said that Canada has been ahead of the curve when it comes to drone regulation in North America.

"They've actually put regulations and procedures for approving drone operations in place well before the U.S. has," he said.

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Heather

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Drones could become a menace to ordinary people outside in their own yards. They can develop whatever legislation they want, but if one of those things flies in the air within my property lines (not knowing if there is a camera attached to it), I will knock it down if I can and heave it in the garbage.

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How are these rules to be enforced?

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How about government stops micromanaging my life, and fixes the crumbling infrastructure instead?

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Not nearly strong enough regulations.

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**John Smith**

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Let's regulate everything. We shouldn't be able to leave our house without an approval certificate.

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**hugh**

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Another tax grab by this Liberal government. Licensing requirements for small drone operators

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**Mr Norm L**

235 days ago

Well it's better then nothing except it's against the law to shine lasers at aircraft or vehicles and it's also against the law to drink and drive but there's a small percentage of Neanderthals that do just that. Some irresponsible adult will buy one for their child and not supervise them.guaranteed.

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**Richard Belisle**

234 days ago

Bebop drones weigh under 1 kg and have a 14 megapixel camera with recorder. Made of plastic and foam, 2 onboard computers and 2 km wifi range. Amazing piece of technology, designed with safety in mind. The drones are coming, in all shapes and forms. Embrace it or just be a hater. Either way, its unstoppable.

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1

**caw mentor**

234 days ago

This law is not ahead of the curve. There are personal, non commercial 250 class race drones being built that are not "line of sight" they use cameras and broadcast to "fat shark" glasses to allow the pilot to fly the drone first person through obstacle courses or around a circuit. They are still short duration flying of about 15 minutes at a time and short distance

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**Northerner**

234 days ago

Didn't drones prevent water bombers from putting out fires in California last year, which increased the fire damage by millions of dollars? And that was just four drones flown by people who wanted to take cool pictures. Absolutely need some level of rules.

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Game of Drones: An Introduction on How to Navigate Legal Airspace

4 minute read

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May 2016

The fastest growing sector within the aerospace industry is undoubtedly Unmanned Aerial Vehicles, commonly known as drones. They are characterized as devices that can be used for multiple reasons including commercial, combat, real estate,

emergency, academic, surveillance and recreational purposes. By definition, a drone is a term that refers to “any vehicle that can operate on surfaces or in the air without a person on board to control it”.¹

Given the wide array of shapes and sizes that drones can take on, they have become increasingly popular. They can be very inconspicuous depending on the design of the drone and may blend in with their surroundings. In fact, some drones operate almost silently and can include biomimetics, which enables the drone to look like wildlife and plants. If you have seen Helen Mirren's movie "Eye In the Sky" you have seen an example of this, where a drone disguised as a beetle infiltrates the house of a terrorist for reconnaissance purposes.

WHAT ARE DRONES USED FOR?

In the public sector, drones are frequently used for national security, intelligence gathering, public safety, infrastructure protection, crisis management and environmental research purposes.² Privately, drones are used for research, exploration, image capturing, mapping and monitoring purposes, to name a few.

Drones can be customized to fit numerous technological devices so they can adapt to differing situations, with their only limitation being payload capacity (how much weight they can carry). The equipment that can be affixed to a drone includes cameras (with features such as night vision, thermal imaging, and infrared settings) and radar. When combined with wireless transmission functions, drones can send real time audio and visual data back to their operators. For instance, it was discovered that the Pentagon had spent millions of dollars on a hummingbird drone, amongst others, that had a 6.5-inch wingspan and weighed less than a AA battery. These drones can fly at speeds up to 11 miles per hour, all with a video camera affixed to its midsection. The hummingbird is remote controlled, and can fly vertically, sideways, forward, backward, and rotate in all directions.³

THE FUTURE OF DRONES

Industry Canada estimates that drone use is expected to grow domestically as the industry becomes more commercially viable and the regulatory environment becomes more accommodating.⁴ Current global drone production is estimated to be \$4 billion annually, and is projected to grow to approximately \$93 billion within the next decade.⁵ This represents a compound annual growth rate just shy of 40%!

WHAT ARE THE DRONE LEGAL CONSIDERATIONS?

As drones become more prevalent, several legal considerations have emerged that impact drone operators, who must be cognizant of these risks and potential liability. The following are a few of the risks that must be planned for:

- ◆ Drone makers must be aware of product liability laws that apply within the manufacturing, distribution and sale of drones.
- ◆ There are insurance considerations involving first and third party property damage, first and third party personal injury and privacy violations.
- ◆ Improper drone operation may trigger provisions contained in the Trespass Act and can even result in criminal charges.
- ◆ Drones are further regulated by federal, provincial and municipal laws, which will vary geographically across Canada.

The consequences of failing to consider or understand these issues can result in significant exposure to liability for drone operators, both criminally and civilly. Drone operators who improperly use these devices could be subject to criminal charges, statutory fines and expensive civil litigation if their drones are not used responsibly.

The number of legal considerations that impact on drone use and operation are complex and frequently changing, thus a continued proactive approach must be adopted to minimize risk. Lerner LLP has adopted a focus on how the legal environment will impact the use of drones, and will release a series of blog articles over the next few months that provide discussion on some of these issues.

¹Office of the Privacy Commissioner, Drones in Canada: Will the Proliferation of Domestic Drone use in Canada Raise New Concerns for Privacy:

https://www.priv.gc.ca/information/research-recherche/2013/drones_201303_e.asp

²Office of the Privacy Commissioner, *supra* note 1.

³NBC News, On the wings of technology: Hummingbird drones:

http://www.nbcnews.com/id/41837647/ns/technology_and_science-science/t/wings-technology-hummingbird-drones/#.Vyy5bf7mo3E

⁴Office of the Privacy Commissioner, *supra* note 1.

⁵Phil Finnegan, UAV Production Will Total \$93 Billion:

<http://www.tealgroup.com/index.php/teal-group-news-media/item/press-release-uav-production-will-total-93-billion>

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COPA Joins 'No Drone Zone' Launch

AWARENESS CAMPAIGN TARGETS ILLEGAL,
DANGEROUS DRONE FLIGHTS

PATRICK GILLIGAN



COPA VP of Operations Patrick Gilligan was invited by Transport Minister Marc Garneau to speak at the launch of No Drone Zone public awareness campaign.

This campaign comes on the heels of an expensive CF-18 fighter jet scramble from CFB Bagotville. Two airliners on descent to Ottawa International airport on May 25th at about 5:45 pm, reported "We just flew pretty close to a Drone" at 6,700 feet. The drone appeared on radar and after the second sighting NORAD dispatched its CF-18s.

COPA will be distributing No Drone Zone signs to COPA flights across Canada over the Summer.

Here are Gilligan's remarks in English and French.

Today's No Drone Zone awareness campaign announced by Transport Minister Marc Garneau, is another positive step by Transport Canada to educate Canadians on their responsibilities while flying Unmanned Aircraft.

Flying Unmanned Aircraft in Airways, Control Zones or around airports could be compared to and as criminally irresponsible as throwing a brick from an overpass on a busy highway. Airports and Control Zones are busy airways, where pilots focus their attention for their own safety and of their passengers. Distraction by outside sources increases the workload on the pilot!

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SCIENCE/TECHNOLOGY (/SCIENCE-TECHNOLOGY)

Unanimous Vote Gives Waukesha Access to Lake Michigan Drinking Water

Evan Garcia (/stories-by-author/evan-garcia) | Paris Schutz (/stories-by-author/paris-schutz) | June 21, 2016 3:22 pm

75

6

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The city of Waukesha on Tuesday was given a green light to divert water from Lake Michigan for its drinking water supply after eight representatives from the states that border the Great Lakes voted unanimously to allow the diversion. A single no vote would have scuttled the city's plan.

Waukesha is the first city to apply for a diversion of Great Lakes water since a ban on such practices was enacted in 2008. The city, located about 17 miles west of Lake Michigan, is faced with a drinking water crisis, as wells supplying its water have been found for several years to contain levels of the radioactive element radium that exceed regulatory limits set by the Safe Drinking Water Act.

The Great Lakes Compact (<http://www.glscompactcouncil.org/>) prohibits diverting water from Lake Michigan and the other the Great Lakes outside of the Great Lakes watershed, where bodies of water form a drainage basin that feeds into the lakes. The law was approved by all eight governors of states within the watershed: Illinois, Indiana, Michigan, Minnesota, New York, Ohio, Pennsylvania and Wisconsin.

There are, however, exceptions to the ban: A community outside the watershed, like Waukesha, can apply for access to Great Lakes water if they've exhausted all other options.

(<http://chicagotonight.wttw.com/2016/05/24/faced-water-crisis-waukesha-looks-lake-michigan-help>)**Related:** *Faced with Water Crisis, Waukesha Looks to Lake Michigan for Help* (<http://chicagotonight.wttw.com/2016/05/24/faced-water-crisis-waukesha-looks-lake-michigan-help>)

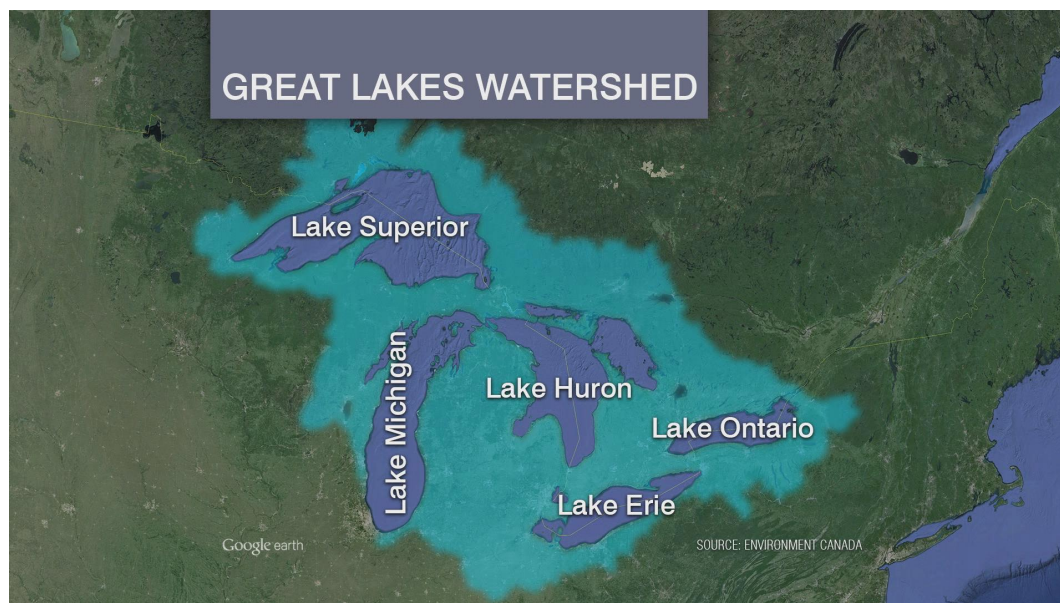


Opponents of the water diversion proposal had worried that approval could set a bad precedent, opening the doors for communities near and far in drought-stricken or contaminated-water areas to start draining freshwater from Lake Michigan. Critics also cautioned that water treated at a municipal water treatment plant may contain harmful contaminants that could make their way back into Lake Michigan.

"We're going to watch really closely what sort of impacts might occur on the Root River with regard to return flow," said Molly Flanagan, vice president of policy for the environmental organization Alliance for the Great Lakes. "There are some very legitimate local concerns about that river that we need to make sure are taken care of."

Following Tuesday's decision, Flanagan said there was a possibility of legal action from environmental groups like hers, but that a review period of the application process was under way.

"I think a number of organizations are going to need to review the compact council's decision and look really carefully at what the compact council did," Flanagan said. "I don't want to speak for everyone in the environmental community, but I think people will weigh their options and probably make a decision pretty soon one way or the other."



But a representative for Gov. Bruce Rauner said Tuesday an affirmative vote was an easy decision based on the severity of Waukesha's problem.

"We looked at their current source of water," said Dan Injerd, the director of water resources for the Illinois Department of Natural Resources. "We are well aware of the problems that radioactivity presents in wells. This is not a health issue that you should take lightly."

The EPA had given the community of about 70,000 people until 2018 to find a suitable and safe solution to their drinking water problem, but city officials said it would not be able to meet that deadline.

The city also said its groundwater isn't flowing as freely as it used to. After deciding that drilling deeper wells for more water would only cause greater spikes in radium levels, Waukesha formally applied to divert Lake Michigan's water in January 2016.

Injerd said the arduous process Waukesha faced in obtaining permission to divert water from Lake Michigan will actually make it harder, not easier for any future communities outside the Great Lakes watershed to do the same.

"Waukesha has been studying and analyzing this problem for over 10 years and have spent millions of dollars getting to this point," Injerd said. "We've set an extraordinarily difficult set of criteria, study and analysis that anybody would have to pursue if they wanted to get serious about bringing forth an application. To me, there is no slippery slope. The slope, if anything, instead of pointing downward, is pointing

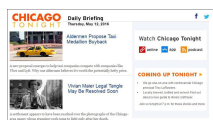
steeply upward."

Under the new agreement, Waukesha must submit annual reports to the compact council documenting the daily, monthly and annual amounts of water diverted from Lake Michigan the prior calendar year.

Waukesha's plan includes building a pipeline that takes Lake Michigan water from Oak Creek, Wisconsin, a city in neighboring Milwaukee County that's within the Lake Michigan watershed. Per the rules of the compact, Waukesha would have to return the same amount of water it takes from Lake Michigan back into the lake. The water would be treated at a Waukesha water plant and dumped into the Root River, where it would flow into Lake Michigan by way of Racine, Wisconsin.

Waukesha says its pipeline plan, which would cost \$207 million, would likely not be finished until 2020.

Follow Evan Garcia on Twitter: [@EvanRGarcia](https://twitter.com/EvanRGarcia) (<https://twitter.com/EvanRGarcia>)



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June 15: A process similar to making soda water may be an effective strategy in warding off an Asian carp invasion that's threatening the health of the Great Lakes, including Lake Michigan.



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could set a dangerous precedent.

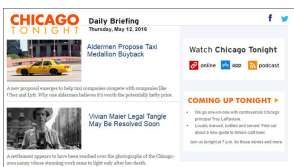
May 24: The city of Waukesha, Wisconsin wants to take just over eight million gallons of water a day from Lake Michigan for the city's drinking water. But environmental activists warn that allowing access



(<http://chicagotonight.wttw.com/2015/12/15/risk-great-lakes-oil-spill-grows-so-do-concerns-about-cleanup>)**As Risk of Great Lakes Oil Spill Grows, So Do Concerns About Cleanup**

(<http://chicagotonight.wttw.com/2015/12/15/risk-great-lakes-oil-spill-grows-so-do-concerns-about-cleanup>)

Dec. 15, 2015: The risk of a Great Lakes oil spill has grown as the region becomes a hub for refining and transporting heavy tar sands oil. Oil that the Coast Guard says it doesn't have a method to clean up.



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Mayors must stop Waukesha, Wis., water diversion from Great Lakes: Editorial

U.S. and Canadian mayors are rightly fighting the diversion of water from Lake Michigan to Waukesha, Wis., arguing that it could set a “catastrophic” precedent.



Waukesha's bid for Great Lakes water, if approved, will see the city draw from Lake Michigan, where water levels in 2013 hit a record low. (PAUL HUNTER / TORONTO STAR) | [ORDER THIS PHOTO](#)

Wed., Aug. 24, 2016

If the eight U.S. states adjoining the Great Lakes go ahead with a plan to allow Waukesha, Wis., population 70,000, to divert water from Lake Michigan, the small city could pose a big threat to the future of the Great Lakes.

Waukesha recently became the first city outside of the Great Lakes Basin to get permission to draw from the freshwater bodies. It's an exception to a 2008 “compact” between the Great Lakes states and Ontario and Quebec – a decision that environmentalists and politicians worry will set a dangerous precedent.

After all, the Great Lakes, which hold 20 per cent of the world's fresh water, are not a renewable source. Only 1 per cent of the lakes' water is replenished through snow melt and rain. The other 99 per cent was left behind by melting glaciers more than 12,000 years ago and is irreplaceable.

That's why the compact bans populations outside of the basin from drawing water from any of the Great Lakes. The eight states, however, approved Waukesha's request after the city argued that even though it is not in the basin, it's in a county that is. (Ontario and Quebec sadly don't get a vote on U.S. diversions.)

Now, 123 mayors from cities bordering the Great Lakes in Canada and the U.S., members of the Great Lakes and St. Lawrence Cities Initiative, [are rightly fighting back](#).

“This decision opens the door to every neighboring city and county to the Great Lakes and St. Lawrence Basin in the U.S. and Canada to get water from the basin without meeting the conditions of the compact,” Mayor Paul Dyster of Niagara Falls, N.Y., cautions. Experts have been warning of such a slippery slope for decades.

The mayors have asked for a hearing with the eight states, called on Prime Minister Justin Trudeau and President Barack Obama to intervene, and appealed to the International Joint Commission, which settles trans-boundary water disputes between Canada and the U.S.

Policy-makers should heed their call. After all, as one Ontario mayor said, the results of the decision could be “catastrophic.” It may even signal “the end of the Great Lakes as we know them,” as another warned.

That should worry everyone, not least Ontarians. If water levels in the lakes get drawn down, 90 per cent of the population of Ontario - not to mention 40 per cent of Canada's economic activity - could be affected.

Given the stakes for us and others in the basin, it hardly seems fair that the only public hearing held on the issue took place in Waukesha.

It was only two years ago that the water levels of Lakes Michigan and Huron hit historic lows. Environmentalists warn that with climate change there will be yet more evaporation. The Great Lakes mayors, who represent over 17 million people, are right to demand that the decision be reversed. Once the water is gone, we can never get it back.

Nestle's water taking permit in Aberfoyle under review by Ontario's Ministry of Environment

The Canadian Press Posted: Aug 25, 2016 6:31 AM ET Last Updated: Aug 25, 2016 6:31 AM ET

Bottled water companies in Ontario may soon have to pay more and take less water as public outcry over revelations that the province charges them just \$3.71 for every million litres triggered a government review.

There is a difference between taking water for agricultural or industrial use and taking it to sell bottled water, Premier Kathleen Wynne said Wednesday. Some of the conditions of the permits for bottled water use are outdated, she said.

"There's the issue of the quantity of water that's taken, there's the issue of the cost of that water," Wynne said.

'We didn't drink water from plastic bottles 30 years ago' - Premier Kathleen Wynne

"Also, there's an issue around the timing. As we all know, it's been a dry summer and so I think we need to look at what are the right triggers in place in terms of quantities that are allowable given the conditions."

Wynne has asked Environment Minister Glen Murray to review permit conditions for bottled water companies. It will look at whether there is a sufficient price on removing water, he said.

"I think for some of the folks that are removing it and taking it away, that they got a really sweet deal," he said. "Maybe too sweet a deal."

Times have changed

Environmental group Wellington Water Watchers is urging Ontario not to renew a permit for Nestle Waters in Aberfoyle, Ont., that expired on July 31. It's upset that the company has been allowed to keep extracting water from a local well in the midst of a severe drought in the province.

- [Nestle's water taking permit in Aberfoyle under review by Ontario's Ministry of Environment](#)
- [Why one U of Guelph groundwater researcher says accepting money from Nestlé is OK](#)

A water-taking permit remains in force if a renewal application is made at least 90 days before it expires.

"Quite frankly, that window gives us an opportunity to look at what should change, rather than issuing a new permit under the same parameters as the former permit, which I think would not be appropriate," Wynne said.

Times have changed, she said.

"Thirty years ago, we wouldn't have envisioned an industry that took water and put it in plastic bottles so that people could carry it around," Wynne said.

"I mean, we didn't drink water from plastic bottles 30 years ago. We turned on the tap and the fact is our tap water in Ontario is among the best in the world."

Nestle Canada has two permits to take up to 4.7 million litres of water every day for bottling. Other bottled water companies with large water-taking permits in Ontario include Gold Mountain Springs, Gott Enterprises and St. Joseph Natural Spring Water.

'All groundwater users should pay their fair share': Nestle

Ontario charges companies just \$3.71 for every million litres of water after they pay a permit fee of \$750 for low- or medium-risk water takings, or \$3,000 for those considered a high risk to cause an adverse environmental impact.

Nestle Waters Canada said it has built a "solid body of scientific data on the local water resources" and has a long-term commitment to sustainable water management.

"This monitoring program goes above our permitted requirements and we have always been compliant with the government set rate for water taking," the company said in a statement.

"We fully agree that all groundwater users should pay their fair share to fund the management of our water resources and all users must be treated equitably...We share Premier Wynne's concerns and are committed to being part of the solution."

Wellington Water Watchers called Wynne's comments encouraging.

"Three dollars and seventy-one cents is obviously wholly inadequate," said board chair Mike Nagy. "We would actually like to see most of these permits phased out, to be honest, and we oppose new consumptive permits."

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Opportunities in the Aviation Sector for Sault Ste. Marie

~~DRAFT~~

The civil aviation sector presents one of the biggest and best economic development opportunities in modern times and Sault Ste Marie/Algoma is uniquely positioned to capitalize on this opportunity. This paper is intended to 1) describe the size and scale of the growth that is looming in the global aviation sector, and; 2) list the advantages and assets that exist in Sault Ste Marie related to this sector. The goal of the paper is to spark a discussion among the aviation sector players about the merit of a strategic, collaborative approach to grow the aviation sector in this part of the world.

The Near Term Future of the Aviation Sector

The Boeing Aircraft Company recently stated in Bloomberg News the "the global airlines will need to hire 30,850 pilots per year for the next 20 years in order to keep pace with new planes on order and surging demand for air travel. Carriers will need to recruit and train 617,000 pilots to fly the 39,620 aircraft that Boeing expects will be added to the global fleet through to 2035. Asia-Pacific will dominate with 40% of the growth as China passes North America as the largest travel market. Beyond this projection and in addition to it, is growth in the civil aviation industry in India which currently has limited civil aviation capacity for ~~its~~ ^{its} over 1 billion inhabitants.

US carriers in particular are facing major challenges to replace retiring pilots, comply with ever stricter limits on duty hours and supply trained pilots for new routes to Cuba and Latin America. It must be noted that this massive growth targets civil aviation and excludes military aviation.

Pilots aren't the only growth occupation in the future. Huge numbers of AME's (aircraft maintenance engineers) will also be required to service the larger global fleet along with additional air traffic controllers, avionics technicians etc.

In summary, it is very clear that the global aviation sector expects to be in a substantial growth mode for an extended period of time- at least the next 20 years. Beyond that period, it is a reasonable assumption that a more traditional growth scenario will be the norm.

The Sault Ste Marie/Algoma Aviation Sector

Sault Ste Marie/Algoma boasts one of the oldest aviation heritages in Ontario and probably, Canada. The region also contains substantial aviation-related expertise, infrastructure, market presence and capacity. For example:

- The Ontario Provincial Air Service was established in Sault Ste Marie in 1924. It was the first public air service to be established in Canada;
- The Ontario Ministry of Natural Resources Aviation, Forest Fire and Emergency Services branch is today one of Canada's largest and most advanced public aviation services;
- The Royal Canadian Air Force has operated an Air Cadets squadron for over 70 years;
- The Sault Modellers Club is a charter member (over 70 years) of the Canadian Modellers Association;
- Sault College has offered flight technology training for over 40 years and currently has over 1,000 alumnae (pilots) all over the world;
- The Canadian Bushplane Heritage Centre, one of Canada's most unique aviation-themed museums has operated for over 25 years;
- The Sault Ste Marie airport has operated as a private local corporation since 1998;
- Springer Aerospace has been in business in Echo Bay for over 40 years. They currently service aircraft from all over the world;
- JD Aero Maintenance and JD Aero Technical Services provide depth and reach to Sault Ste Marie's aviation sector.

Rationale for Sault Ste Marie/Algoma to Focus on the Aviation Sector

In addition to the obvious advantages that the heritage, expertise, capacity and presence in the global aviation sector listed above provide, there are other key reasons why the aviation sector should become a prime target for economic growth in the Sault Ste Marie/Algoma region. For example:

- The region's geographic location in the centre of North America and on the border with Michigan/USA provide easy access (land and water based aircraft) to the aviation services and infrastructure locally;
- The Sault Ste Marie airport has ample available air space compared to many congested urban airports as well as ample land for expansion;
- The ability to attract businesses to the area due to the availability and cost of serviced land being significantly lower compared to larger urban communities;
- The quality and wages of jobs in the aviation sector are above average and support a middle class economy.

What is Needed for Sault Ste Marie/Algoma Move Forward in this Sector?

1. Buy in by all players in the sector to contribute to, create and support a growth strategy;
2. Creation of a growth plan to guide resource allocations, investment and decisions.

Submitted by Mike Delfre,
Executive Director
Canadian Bushplane Heritage Centre.

THE AVIATION INDUSTRY

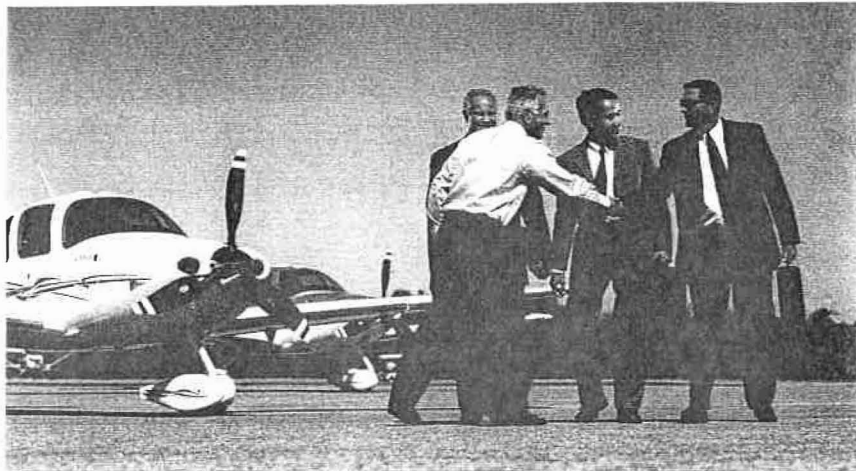
When it comes to taking flight, the Lake Superior region looks to a special set of innovative brothers. No, not Orville and Wilbur, the Wrights, but rather Dale and Alan, the Klapmeiers.

It was in 1984 that Dale and Alan, in the barn on their parents' Baraboo, Wisconsin, farm, began a new small aircraft company – Cirrus.

That business launch (and the Klapmeier brothers) would eventually fly to the shores of Lake Superior, bringing their company and along with it opportunities that blossomed into a regional aviation-related industry that predictions estimate could grow by 40 percent in the coming years. Anyone who has seen the multiple Cirrus Aircraft billboards recruiting workers can believe the predictions.

"What a powerhouse this area has become for aerospace," says William King, Cirrus vice president of business administration.

From the time the Klapmeiers developed their first aircraft kit to today, Cirrus Aircraft in Duluth has designed



COURTESY CIRRUS AIRCRAFT

Cirrus Aircraft markets its private planes, like the popular SR20 in this promotional photo, to businesses, families and flying enthusiasts.

numerous general aviation small aircraft, created a groundbreaking safety system involving a parachute for its planes, sold nearly 6,000 piston-powered aircraft, has nearly 800 employees with hopes of adding about 200 more in the next two years and is about to roll out production of its first jet in 2015. Its Cirrus SR22 is the best selling FAA-certified small aircraft in the world, besting sales of Cessna's similar size model. The Klapmeiers have received numerous awards and accolades, including 2014 induction into the National Aviation Hall of Fame.

A Sampler of High-Flying Regional Businesses

The Twin Ports of Duluth-Superior are getting a reputation nationally, according to Tom Werner, executive director of the Duluth Airport Authority.

It's the kind of reputation worth having – a place where the aviation industry has taken off.

With the announcement late in 2014 that Lake Superior College would create its Center for Advanced Aviation at the airport, Tom pointed to the center as "growing local talent" for aircraft mechanics and for private and professional pilots. The new center uses the popular Cirrus SR20 as its main training aircraft.

"Our aviation sector, as it's grown today, is one of the (industry's) centers

of gravity," Tom says. "We are being viewed nationally in that regard."

Indeed, in the Twin Ports and elsewhere around the Lake, aviation-related enterprises have been on the upswing.

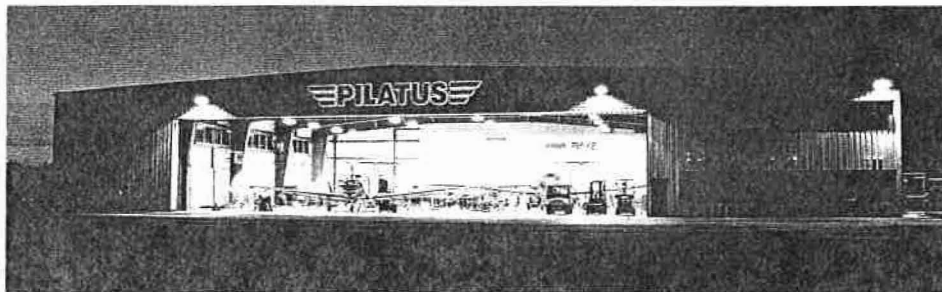
Besides Cirrus, one of the larger employers in the aviation industry opened a branch in Duluth in November 2012. The aviation service company AAR established an MRO – maintenance, repair and overhaul – operation in an abandoned Northwest Airlines maintenance hangar at the Duluth airport. The operation has grown rapidly and mainly services Air Canada aircraft. Early in 2014, the company signed a five-year agreement with Air Canada and

increased its workforce by about 40 people to 350 employees.

"When AAR first came to Duluth, the goal was to make this facility fully operational," Dany Kleiman, AAR aviation services group vice president, said in a September 2013 press release. "In less than a year, we've earned the confidence and trust of the customer and have demonstrated that we are committed to doing business in Duluth over the long term. I attribute our success to a combination of factors: a welcoming government, business and civic community, a great customer in Air Canada and a talented team of aircraft maintenance technicians."

Several area businesses have grown as offshoots of Cirrus or have added services needed by Cirrus and other aviation operations.

In 2010, Alan Klapmeier, a co-founder of Cirrus, opened a Superior manufacturing plant for a new aircraft company. Kestrel Aircraft is developing an all-composite turboprop plane that seats six to eight people. Just before Christmas 2014, the company



SM 1C
Meanwhile, the aviation industry has indeed taken flight around the Lake region with a wide range of businesses, services and training. There are nearly a dozen businesses just in the Twin Ports linked into aviation, from the new Kestrel Aircraft company started in Superior by Alan Klapmeier to a Duluth enterprise that creates interior decor for airplanes to a software management system that tracks maintenance needs of airplanes. A maintenance center in Duluth that contracts with Air Canada employs more than 300 workers. (See side story.)

To really see what can be possible in the high-flying world of the aviation industry, the growth and accolades accorded to Cirrus Aircraft remain an inspirational tale.

Cirrus President Patrick Waddick has been with the company since 1988, the year its first aircraft kit was sold, built and flown. He had just gotten out of college when he started as an intern with the Klapmeiers' new company.

The brothers were searching for the right location to establish their manufacturing plant. They'd made some contacts in Grand Forks, North Dakota, where the company today does manufacture composite parts for its planes, but after more than a year, the logistics were not coming together as quickly as they'd hoped. And it turned out they would need a home fast.

They turned to Duluth, an area with which these avid motorcyclists, who traveled around Lake Superior, were

announced its partnership with a supplier of advanced composite materials to use a carbon-fiber material in its planes. The plant employs about 75 people.

Other Duluth-based companies show the variety of services that can develop around the aviation industry.

You might call Monaco Air Duluth a concierge for private plane travelers. Established in 2005, the full-service fixed base operator (FBO) serves private and military planes at the airport, offering everything from arrangements for customs checks and plane maintenance to coffee and cookies for waiting guests. It links to Lake Superior College's flight school and plane rentals.

Sinex Solutions sells high-tech software management tools for maintenance of maritime, railroad, aviation and property assets (i.e. trains, planes, ships and buildings). It was started

2004 by Barry Sinex, a 25-year veteran of the aviation industry.

SCS Interiors designs interior décor and accessories for aircraft, automobiles, trucks, trains and other commercial interiors. Originally Brigham Upholstery, it added its aerospace focus more than 15 years ago when working on a prototype for the first Cirrus planes.

familiar. Early in 1993, they made contact with the office of Duluth Mayor Gary Doty and arranged for a meeting. Within 24 hours of arriving in Duluth, they were in contact with not only Gary, but also U.S. Representative Jim Oberstar. Within 60 days, Gary and Jim had a financial package in place to entice the company to relocate to the city.

"Jim Oberstar told us we could locate anywhere in Minnesota, as long as it was Duluth," William King fondly recalls.

"I can't say enough about what Mayor Doty did," Patrick says about the mayor pulling together local and state resources. "It goes such a long way, and I think, in some cases, it's a lost art."

The region was perfect to grow an aviation industry. Despite what some might think, Duluth had plenty of sunny days for flying, a long history of aviation with both public and military airstrips, and a great location for living.

"This is a beautiful area to fly," says Patrick, adding, "there's just enough here to do everything you need to do."

Ground breaking for the new 30,000-square-foot aircraft research and development facility was in 1993 and the Duluth plant officially opened in 1994. Summer that same year, the company unveiled its prototype at the EAA AirVenture airshow in Oshkosh, Wisconsin. The



COURTESY PILATUS CANADA

Pilatus Canada's plant in Thunder Bay (bottom) and the jet it will sell and service (top).

Ikonics Corporation, a 58-year-old photochemistry company that develops products such as coated films, in June 2014 announced a \$500,000 investment in making its aerospace industry products. "After conversations with major customers and manufacturers in the commercial jet engines business, we believe there is an opportunity for very significant business for Ikonics beginning in late 2014 and ramping up in 2015 and beyond," CEO Bill Ulland said at the time. Ikonics has logged four quarters of consecutive record sales, employs about 70 people and may break ground this fall for a Morgan Park manufacturing site.

Other areas around the Lake also are seeing a growth of aviation-related enterprise. Thunder Bay, long an aviation hub for the region and for Canada, has its own single turboprop plane to tout – its airport hosts exclusive Canadian sales and servicing of the Pilatus PC-12 and by 2017 the PC-24 jet (photo above), Swiss-manufactured aircraft. An advance vision system for the PC-12 was just certified in the fall by Transport Canada. The Thunder Bay Center was established in 1997 as Pilatus Canada. It employs 50 people locally and about 50 additional around the country.

Robert Arnone, president and CEO of Pilatus Canada, says Thunder Bay, while smaller than many Canadian cities, makes the perfect location for an aviation operation. Plus it was home to the investors, like himself. "It was strategically located in the middle of the country. It makes sense. Aviation being what it is, it's portable, so to speak."

Another Thunder Bay business, the 28-year-old Thunder Bay Aviation Ltd., which employs 13 people, provides repair services and parts. It even has an online option to view seat cover colors for a DeHavilland Twin Otter (a versatile plane with an ability for short landings and takeoffs and popular for cargo and passenger hauls).

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2016-134

REGULATIONS: (R1.1) A by-law to amend Noise Control By-law 80-200, to exempt from the By-law the “Soo Greyhounds Season Opener” event from 3:00 p.m. to 9:00 p.m. on September 23, 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 “Soo Greyhounds Season Opener” event from 3:00 p.m. to 9:00 p.m. on September 23, 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 12th day of September, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

ac LEGAL\STAFF\BYLAWS\1. 2016\2016-134 GREYHOUND SEASON OPENER NOISE BYLAW EXEMPTION.DOC

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2016-135

PROPERTY: (MAP 109) A by-law to declare the City owned property legally described as Part PIN 31566-0275 (LT) PT SEC 24 KORAH PT 6 1R1216; SAULT STE. MARIE being part civic 1393 Peoples Road, as surplus to the City's needs and to authorize the disposition of the said property.

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

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto.

3. **SCHEDULE "A"**

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

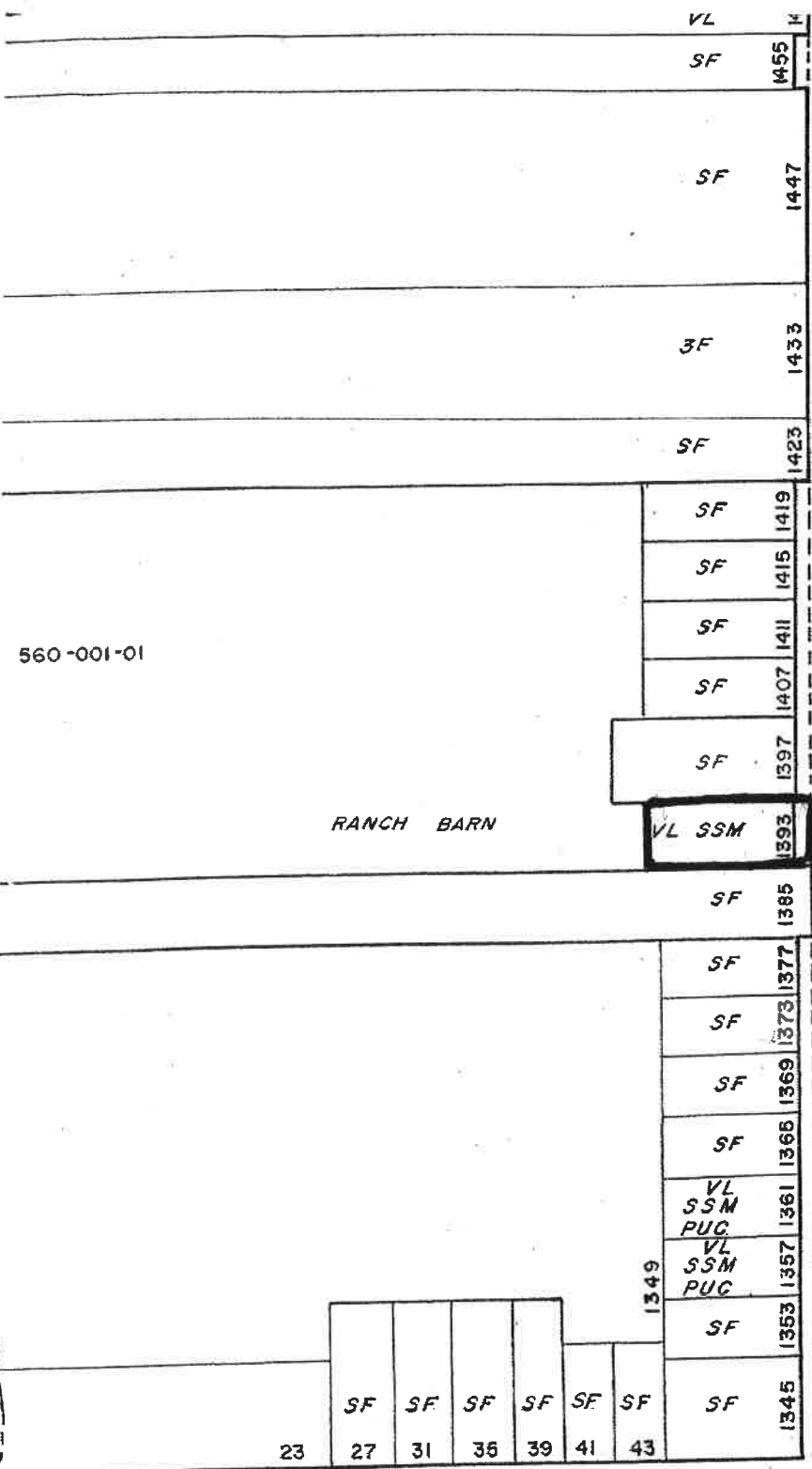
4. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of September, 2016.

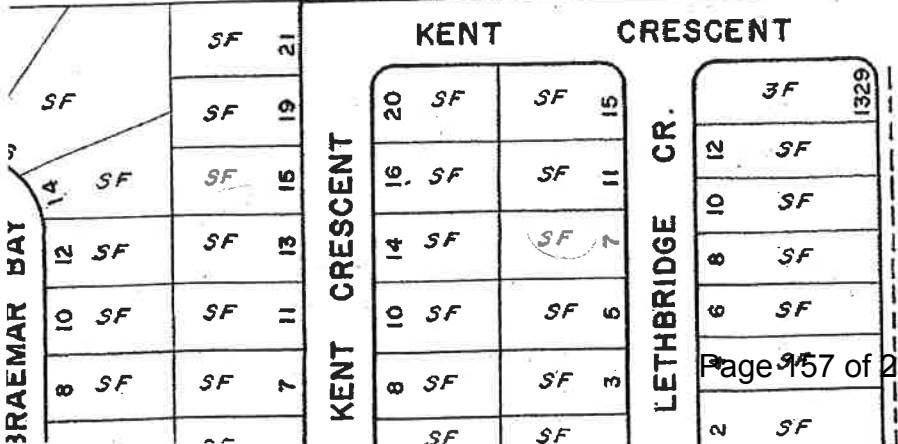
MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE



PEOPLES ROAD

SUBJECT PROPERTY



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2016-136

AGREEMENT: (C3.3) A by-law to authorize the execution of an agreement between the City and the Soo Thunderbirds Hockey Club Inc. dated September 12, 2016 for the use of the Essar Centre and the John Rhodes Centre.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement between the City and the Soo Thunderbirds Hockey Club Inc. dated September 12, 2016 for the use of the Essar Centre and the John Rhodes Centre, a copy of which is attached as Schedule "A" hereto.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of September, 2016.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THIS AGREEMENT made in duplicate this 12th day of September, 2016

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
(hereinafter called the "City")

- and -

SOO THUNDERBIRDS HOCKEY CLUB INC.
(hereinafter called the "Club")

WHEREAS the City is the owner and operator of the Essar Centre and the John Rhodes Community Centre;

AND WHEREAS the Club has been sponsored as a Junior "A" hockey team in the NORTHERN ONTARIO JUNIOR HOCKEY ASSOCIATION;

AND WHEREAS the City and the Club have come to an agreement in respect to the use of the Essar Centre and the John Rhodes Community Centre.

NOW THEREFORE the parties agree as follows:

1. TERM OF AGREEMENT

This agreement shall be in force for one year from September 12, 2016 to April 30, 2017 provided that the Club has an option to renew this agreement on a year-to-year basis subject to successful negotiations between the City and the Club on a renewal.

2. PREMISES

The City agrees to provide for the use of the Club the ice surface at either the Essar Centre or the John Rhodes Community Centre for games. The Club and the City will mutually determine the venue for the games. The City will confirm game dates and venue by way of issuing a permit.

The practices will be at the John Rhodes Community Centre Arena 2. However, the parties acknowledge that practices may be required to be held elsewhere if there is a special event being carried on at the ice surface at the John Rhodes Community Centre. The City will confirm practice time through the issuing of a permit.

3. ICE CONDITION

The City agrees at its expense to keep the ice surface in the Essar Centre and the John Rhodes Community Centre in a reasonable playing condition and to provide attendants to resurface the ice at normal times for games.

4. GAME TIMES

The parties acknowledge that the Club's home games shall normally be held on Saturday evenings and Sunday afternoons with a possible mid-week game from time to time. The City agrees to block out 3.0 hours for games.

5. PRACTICE TIMES

The Club shall be allowed to practice at the John Rhodes Community Centre between 3:30 p.m. and 5:00 p.m. three (3) times per week between Monday and Friday.

6. **STAFFING**

It shall be the responsibility of the Club to provide staff for its ticket sellers, ticket takers, security and ushers at the expense of the Club.

If it is determined by the City that additional security is necessary it shall be provided by the Club at the expense of the Club and shall be arranged between the City and the Club through the Community Centres and Marine Facilities Division of the City's Community Services Department.

If the league by-laws require that City Police Officers be available for security that shall be provided by the Club at the expense of the Club.

7. **RENT TO CITY**

Ice Rental Rate

The Club agrees to pay to the City rent for games at the normal hourly ice rental rate charged by the City for "organized hockey".

Payment Terms for Practice Time

With respect to the costs for practice time the Club agrees that the Club will pay for the cost for practice time as follows:

- First \$35,000.00 of gate receipts – no charge.
- Next \$5,000.00 of gate receipts – 10% to the City and 90% to the Club.
- Next \$5,000.00 of gate receipts – 15% to the City and 85% to the Club.
- Remaining gate receipts – 20% to the City and 80% to the Club.

Payment Terms for Outstanding Debt, Ice Time, and Services

The Club agrees to pay the City for the, game ice time used, and services (such as security and cashier services) as follows:

- The Club agrees to remain current with regards to their 2016/2017 invoices. This means that they will pay their invoices, in full, within 30 days of receiving their invoice, as required by the City.
- In the event that the Club does not abide by the agreement with regards to the payment for its current invoice, staff will report to Council for its consideration.

As the Club is a non-profit organization, their financial records shall be open for review by the City for the purpose of determining when the costs of the practice time are paid for by the revenues.

8. **ADVERTISING REVENUE**

The Club agrees to remit to the City 13.5% of any revenue derived from rink board advertising.

The Club shall retain all revenue derived from ticket sales and program sales as well as any revenue derived from the sale of souvenirs and novelty items.

9. **CONCESSION SALES**

The City shall retain all revenues derived from concession sales for Club events.

10. **EQUIPMENT AND DRESSING ROOMS**

The City shall provide to the Club a dressing room at the Essar Centre during games. The John Rhodes Community Centre dressing room #5 shall be the responsibility of the Club to furnish and equip the dressing room at the expense of the Club. The Club shall also be granted a portion of the storage room at the John Rhodes Community Centre for the use of the Club.

It is understood and agreed that any and all equipment which the Club may store at the Essar Centre/John Rhodes Community Centre shall be stored at the risk of the Club and the City shall not be responsible for any loss or damage to the equipment.

It is further agreed that the Club shall maintain any area provided the Club under this agreement in a neat and tidy condition and will be responsible for any maintenance or renovations not ordinarily provided by the City for other groups in the Essar Centre/John Rhodes Community Centre.

11. **BROADCAST AND TELEVISION RIGHTS**

All radio and television broadcasting rights are the property of the Club.

12. **CHARITABLE ORGANIZATIONS OPERATING DRAWS**

The right of any organization to operate charitable fund raising draws during a Club game shall be at the sole discretion of the Club and shall be negotiated between the Club and the charitable organization in question.

13. **UNFORESEEN CAUSES**

The Club agrees that the City shall incur no liability to the Club for failure to perform any of the covenants or conditions herein contained if such failure is due to acts of God, strikes, equipment failure, required repairs and renovations or other causes beyond the control of the City.

14. **INSURANCE AND LIABILITY**

a) Both parties hereto covenant and agree to provide for the protection of each other and the general public, public liability and property damage insurance policies in the amount of at least \$5,000,000.00 each at its own expense.

b) The Club will from time to time and at all times hereafter well and truly save, defend and keep harmless and fully indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, or any of them and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred, or paid by the City, its respective officers, servants or agents, or any of them, by reason of or on account of loss or damage to property or injury (including death) to any person who enters, occupies or uses a part of the Essar Centre and the John Rhodes Community Centre for the purpose of attending or participating in any event in respect of which the Club occupy the Essar Centre or the John Rhodes Community Centre.

c) The City will from time to time and at all times hereafter truly save, defend and keep harmless and fully indemnify the Club from and against all actions, suits, claims, executions and demands of any nature whatsoever which may be brought against or made upon the Club from and against all losses, costs, charges, damages, liens and expenses which may be sustained, incurred, or paid by the Club by reason, or on account, or in consequence of, or arising out of any act or omission by the City under this agreement.

15. **TAXES**

The City if engaged to sell game tickets, shall pay over to the Club any money collected pursuant to the Harmonized Sales Tax and it shall be the responsibility of the Club to remit that money to the Federal Government.

Any realty that may be assessed against the City as a result of the Club use of the Essar Centre and John Rhodes Community Centre shall be paid by the Club.

16. **SMOKE FREE FACILITY**

The Club acknowledges that the Essar Centre and the John Rhodes Community Centre are smoke-free facilities. It shall be the responsibility of the Club to assist the City in enforcing this by-law with respect to any employees or personnel associated with the Club.

17. **CANCELLATION**

The City reserves the right to cancel or reschedule any date and time allotted to the Club upon giving the Club reasonable notice. In the event that the Club has to cancel a game or practice, the Club is required to provide at least one week's notice to the City to allow the City to lease the facility to other interested groups. In the event that the Club fails to give notice as required and the City is unable to lease the facility, regular rental charges set out in this agreement will apply.

18. **APPLICATION OF LEGISLATION**

The City shall incur no liability in the event that legislation is enacted by a provincial or federal government which has the effect of frustrating the intent of the parties as evidenced by this agreement.

19. **BINDING EFFECT**

It is agreed between the parties hereto that every covenant, proviso and agreement herein shall enure to the benefit of and be binding upon the parties hereto, and their executors, administrators and assigns that all covenants herein shall be construed as being joint and several, and that, when the context so requires or permits the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

20. **ASSIGNMENT OF AGREEMENT**

The City and the Club covenant and agree that this agreement shall not be assigned without the consent of the City, such consent not to be unreasonably withheld. The transfer of a controlling interest in the shares of the Club shall be considered an assignment of this agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

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

MAYOR-CHRISTIAN PROVENZANO

CITY CLERK-MALCOLM WHITE

SOO THUNDERBIRDS

Per: 
CALVIN SHELLEBY, President
(I have the authority to bind the Corporation)

Legal\Staff\Agreements\CSD\Soo Thunderbirds - 2016

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2016-137

PARKING: (P3.9(3)) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the *Police Services Act*, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS** as follows:

1. **SCHEDULE "A" TO BY-LAW 90-305 AMENDED**

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of September, 2016.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

SCHEDULE "A"

BADGE	SPECIAL CONSTABLE	EMPLOYER	PROPERTY LOCATION
26	MCLEOD, ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST
30	RENDELL, VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
109	SEBECIC, JOHN	DENTAL BUILDING	946 & 216 QUEEN ST E
151	PARR, DEREK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
153	TASSONE, VITO	TASSONE CHIROPRACTIC	873 QUEEN ST E
163	BUMBACCO, PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
196	MCGRAYNE, LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
241	COGHILL, ROBIN	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
253	TRAYSON, TERRANCE	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GH/C/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
267	CORBIERE, JOHN (TED)	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
276	SMITH, DENNIS, ROBERT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
321	LORENZO, COREY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
334	MILLER, BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
335	GROSSO, DONALD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GH/C/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
344	HARPE, KEN	HOLIDAY INN	320 BAY ST
346	HAZLETON, MARGARET	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK & SPORTS COMPLEX/QUE SPORTS COMPLEX
366	TRINOV, VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
369	CARMICHAEL, MARY	ONT FINNISH HOME ASS	725 NORTH ST
370	HANSEN, LOUIS	ONT FINNISH HOME ASS	725 NORTH ST
372	BENOIT, ALAIN	ONT FINNISH HOME ASS	725 NORTH ST
374	TAAVEL, ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
391	MCLEOD, HEATHER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GH/C/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
397	LAFRAMBOISE, YVON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GH/C/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
400	JOHNSON, MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GH/C/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
410	POYNOR, HAROLD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
411	MOORE, ROBERT	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
420	FABIANO, ANTONIO	G4S SECURE SOLUTIONS	SAULT HOSPITAL
435	TRAMBLE, GEORGE	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
441	WILSON, DAVID	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
442	MACCLENAN, MATTHEW	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
443	MARCIL, MARK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
448	HALLIDAY, DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONEYBEARE, KEVIN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GH/C/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
459	SLEEMAN, RAY	G4S SECURE SOLUTIONS	SAULT HOSPITAL
460	BOUGIE, DAN	G4S SECURE SOLUTIONS	SAULT HOSPITAL
463	MORIN, ALEX	CORPS OF COMM.	
464	DITOMMASO, RYAN	2220917 ONT INC.	489 BAY ST/535 QUEEN ST E
465	DELAVALLE, DON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GH/C/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
484	MCLEOD VIRGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK & SPORTS COMPLEX/QUE SPORTS COMPLEX
486	LONGO, NADIA	GT NORTHERN RETIREMEI	760 NORTHERN RD
487	ROUGEAU, MARISA	GT NORTHERN RETIREMEI	760 NORTHERN RD
488	LEFLEUR, MARILYN	GT NORTHERN RETIREMEI	760 NORTHERN RD
489	MCQUEEN, WANDA	GT NORTHERN RETIREMEI	760 NORTHERN RD
490	LUXTON, JEFF	GT NORTHERN RETIREMEI	760 NORTHERN RD
493	BROWN, FRASER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GH/C/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
516	GAY, JAMES	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GH/C/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
517	ROY, BRENDA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GH/C/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
522	MCNAMA, STEVEN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GH/C/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
523	MCBRIDE, GUY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
526	JOHNSTON, CORY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GH/C/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
537	GRAWBARGER, KYLE	G4S SECURE SOLUTIONS	SAULT HOSPITAL
541	DIMMA, WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547	LIEPA, MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON, ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR (CIVIC CENTRE)
556	ARCAND, SCOTT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
565	LISCUMB, GERALD	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
566	SWEET, WILLARD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GH/C/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
568	PICK, DENNY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GH/C/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
574	BOUCHARD, DARYL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GH/C/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
580	CHARETTE, ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GH/C/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
587	GIULETTI, MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
589	TWENTYMAN, DANIEL	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUEEN EULZABETH COMPLEX/JOHN RHODES
596	WAGNER, TODD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
599	BUMBACCO, CARL	CB HOME INSTALLTIONS	321 JOHN ST /342, 346 ST GEORGE'S AVE
601	HART, JASON	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
602	GREENWOOD, LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603	LAMMING, DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
604	WAGNER, MATTHEW	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GH/C/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
607	FROST, CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608	ALISAT, THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON, SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
611	MIZZI, PRESTON	WENDY'S	1 QUEEN ST W

617	SAVAGE, SAMUEL	G4S SECURITY	SAULT HOSPITAL
619	BERTO, DEBORAH	GATEVIEW REALTY INC.	304-310 ALBERT ST/420A & B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS
620	FERA, NORMAN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
622	PROULX, PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON, BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHALIUK, JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
626	CHARRON, ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
627	BAKER, WILLIAM	STANDARD PARKING	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E
632	SAVAGE, MATT	G4S SECURITY	SAULT HOSPITAL
633	HILL, MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
634	TIBBLES, COLLEEN	STANDARD PARKING	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E
636	KLYM, TIMOTHY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/550 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
637	TOMASONE, LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY, TERESA	AIRPORT	1-475 AIRPORT RD
639	PANITILA, KIM	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/550 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
642	COULTER, BRANT	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK & SPORTS COMPLEX/QE SPORTS COMPLEX
643	SHAW, KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK & SPORTS COMPLEX/QE SPORTS COMPLEX
644	SANTA MARIE, ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH, ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
647	DAFOE, TRUDY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
648	ELWGREN, STEPHEN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/550 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
649	GRAHAM, STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG, RICHARD	G4S SECURITY	SAULT HOSPITAL
651	HUTCHINSON, HILLARY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
653	BIOCCHI, CHRISTOPHE	AIRPORT	1-475 AIRPORT RD.
654	PAVONI, JAKE	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/550 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
659	MARCIL, BONNIE	STRICTLY CONFIDENTIAL INC	THE TECH/ R/J'S MARKET
660	SANDIE, KEVIN	STRICTLY CONFIDENTIAL INC	THE TECH/ R/J'S MARKET
661	MONK, AUSTIN	STRICTLY CONFIDENTIAL INC	THE TECH/ R/J'S MARKET
664	HAMMERSTEDT, ERIC	STRICTLY CONFIDENTIAL INC	THE TECH/ R/J'S MARKET
665	MATTHEWS, SUANNE	NORTHLAND ANIMAL HOSF	605 TRUNK RD
666	AITKEN, ANDREW	G4S SECURITY	SAULT HOSPITAL
667	MCLAUGHIN, RYAN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
669	BOREAN, RICK	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK & SPORTS COMPLEX/QE SPORTS COMPLEX
670	MCGUIRE, STEVE	REGENT PROPERTY	402/302 BAY ST.
671	MCGUIRE, PATRICK	REGENT PROPERTY	402/302 BAY ST
672	LEWIS, RYAN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
673	CARTER, SHAWN	G4S SECURITY	SAULT HOSPITAL
674	DERASP, RICHARD	CORPS OF COMM	
675	KELLY, MATTHEW	G4S SECURITY	SAULT HOSPITAL

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2016-138

PARKING: (P3.9(3)) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the *Police Services Act*, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS** as follows:

1. **SCHEDULE "A" TO BY-LAW 90-305 AMENDED**

Schedule "A" to By-law 90-305 is hereby repealed and replaced with Schedule "A" attached to this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of September, 2016.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

SCHEDULE "A"

BADGE	SPECIAL CONSTABLE	EMPLOYER	PROPERTY LOCATION
28	MCLEOD, ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST
30	RENDELL, VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
109	SEBECIC, JOHN	DENTAL BUILDING	946 & 216 QUEEN ST E
151	PARR, DEREK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
153	TASSONE, VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163	BUMBACCO, PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
196	MCGRAYNE, LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
241	COGHILL, ROBIN	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
253	TRAVSON, TERRANCE	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
267	CORBIERE, JOHN (TED)	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
276	SMITH DENNIS, ROBERT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
321	LORENZO, COREY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
334	MILLER, BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
335	GROSSO, DONALD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
344	HARPE, KEN	HOLIDAY INN	320 BAY ST
346	HAZLETON, MARGARET	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK & SPORTS COMPLEX/QUE SPORTS COMPLEX
366	TROINOW, VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
369	CARMICHAEL, MARY	ONT FINNISH HOME ASS	725 NORTH ST.
370	HANSEN, LOUIS	ONT FINNISH HOME ASS.	725 NORTH ST.
372	BENOIT, ALAIN	ONT FINNISH HOME ASS	725 NORTH ST.
374	TAAVEL, ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
391	MCLEOD, HEATHER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
397	LAFFRAMBOISE, YVON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
400	JOHNSON, MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
410	POYNER, HAROLD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
411	MOORE, ROBERT	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
420	FABIANO, ANTONIO	G4S SECURE SOLUTIONS	SAULT HOSPITAL
435	TRAMBLE, GEORGE	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
441	WILSON, DAVID	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
442	MACCLENAN, MATTHEW	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
443	MARCIL, MARK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
446	HALLIDAY, DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONEYBEARE, KEVIN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
459	SLEEMAN, RAY	G4S SECURE SOLUTIONS	SAULT HOSPITAL
460	BOUGIE, DAN	G4S SECURE SOLUTIONS	SAULT HOSPITAL
463	MORIN, ALEX	CORPS OF COMM	
464	DITOMMASO, RYAN	2220917 ONT INC	489 BAY ST/535 QUEEN ST E
465	DELAVALLE, DON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
484	MCLEOD VIRGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK & SPORTS COMPLEX/QUE SPORTS COMPLEX
486	LONGO, NADIA	GT NORTH RETIREMENT	760 NORTHERN RD
487	ROUGEAU, MARISA	GT NORTH RETIREMENT	760 NORTHERN RD
488	LEFLEUR, MARILYN	GT NORTH RETIREMENT	760 NORTHERN RD
489	MCQUEEN, WANDA	GT NORTH RETIREMENT	760 NORTHERN RD
490	LUXTON, JEFF	GT NORTH RETIREMENT	760 NORTHERN RD
493	BROWN, FRASER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
516	GAY, JAMES	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
517	ROY, BRENDA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
522	MCNAMA, STEVEN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
523	MCBRIDE, GUY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
526	JOHNSTON, CORY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
537	GRAWBARGER, KYLE	G4S SECURE SOLUTIONS	SAULT HOSPITAL
541	DIMMA, WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547	LIEPA, MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON, ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR. (CIVIC CENTRE)
556	ARCAND, SCOTT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
565	LISCUMB, GERALD	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
568	SWEET, WILLARD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
569	PICK, DENNY	CORPS OF COMM	SAULT AIRPORT
574	BOUCHARD, DARYL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
580	CHARETTE, ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
587	GIULETTI, MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
589	TWENTYMAN, DANIEL	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUEEN ELIZABETH COMPLEX/JOHN RHODES
596	WAGNER, TODD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
599	BUMBACCO, CARL	CB HOME INSTALLTIONS	321 JOHN ST /342,346 ST GEORGE'S AVE
601	HART, JASON	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
602	GREENWOOD, LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603	LAMMING, DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
604	WAGNER, MATTHEW	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
607	FROST, CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608	ALISAT, THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON, SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
611	MIZZI, PRESTON	WENDY'S	1 QUEEN ST W

617	SAVAGE,SAMUEL	G4S SECURITY	SAULT HOSPITAL
619	BERTO,DEBORAH	GATEVIEW REALTY INC.	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS
620	FERA,NORMAN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
622	PROULX,PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHALIUK,JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
626	CHARRON,ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
627	BAKER,WILLIAM	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
632	SAVAGE,MATT	G4S SECURITY	SAULT HOSPITAL
633	HILL,MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
634	TIBBLES,COLLEEN	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
636	KLYM,TIMOTHY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
637	TOMASONE,LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD
639	PANITILA,KIM	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
642	COULTER,BRANT	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
643	SHAW,KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
644	SANTA MARIE,ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH,ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
647	DAFOE,TRUDY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
648	ELWGREN,STEPHEN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
649	GRAHAM,STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG,RICHARD	G4S SECURITY	SAULT HOSPITAL
651	HUTCHINSON, HILLARY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
653	BIOCCHI,CHRISTOPHE	AIRPORT	1-475 AIRPORT RD
654	PAVONI, JAKE	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
658	MARCIL,BONNIE	STRICTLY CONFIDENTIAL INC	THE TECH/ R/J'S MARKET
660	SANDIE,KEVIN	STRICTLY CONFIDENTIAL INC	THE TECH/ R/J'S MARKET
661	MONK,AUSTIN	STRICTLY CONFIDENTIAL INC	THE TECH/ R/J'S MARKET
664	HAMMERSTEDT,ERIC	STRICTLY CONFIDENTIAL INC	THE TECH/ R/J'S MARKET
665	MATTHEWS,SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD.
666	AITKEN,ANDREW	G4S SECURITY	SAULT HOSPITAL
667	MCLAUGHIN,RYAN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
669	BOREAN,RICK	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
670	MCGUIRE,STEVE	REGENT PROPERTY	402/302 BAY ST
671	MCGUIRE,PATRICK	REGENT PROPERTY	402/302 BAY ST
672	LEWIS,RYAN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
673	CARTER,SHAWN	G4S SECURITY	SAULT HOSPITAL
674	DERASP,RICHARD	CORPS OF COMM	SAULT AIRPORT
675	KELLY,MATTHEW	G4S SECURITY	SAULT HOSPITAL
676	THOMPSON,JOHN	CORPS OF COMM	SAULT AIRPORT
677	MACMILLAN,TYLER	CORPS OF COMM	SAULT AIRPORT
678	PERRON,JENNIFER	CORPS OF COMM	SAULT AIRPORT
679	CHATEAUNEUF,YVON	CORPS OF COMM	SAULT AIRPORT
680	MACGREGOR,CHRIS	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
681	SCHMIDT,KEATON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
682	HALFORD,KEVIN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2016-139

PARKING: (P3.9(4)) A by-law to repeal By-law 2016-120 (a by-law amending Schedule "A" to By-law 93-165).

WHEREAS on August 22, 2016, City Council passed By-law 2016-120 which repealed and replaced Schedule "A" to By-law 93-165;

AND WHEREAS the by-law was intended to repeal and replace Schedule "A" to By-law 90-305;

NOW THEREFORE the Council of The Corporation of the City of Sault Ste. Marie pursuant to section 15 of the *Police Services Act* R.S.O. 1990, chapter p. 15 and amendments thereto, **ENACTS** as follows:

1. **BY-LAW 2016-120 REPEALED**

By-law 2016-120 is hereby repealed.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of September, 2016.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2016-140

AGREEMENT: (AG17) A by-law to authorize the execution of an agreement between the City and The Algoma Farmers' Market for the erection of a tent structure in the parking lot of the City owned Roberta Bondar 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 between the City and The Algoma Farmers' Market for the erection of a tent structure in the parking lot of the City owned Roberta Bondar Park, a copy of which is attached as Schedule "A" hereto.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of September, 2016.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

This Amending Agreement is made effective the 12th day of September, 2016 (the "Amending Agreement").

BETWEEN:

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

(hereinafter the "**City**")

– and –

THE ALGOMA FARMERS' MARKET

(hereinafter "**Farmers' Market**")

WHEREAS the Farmers' Market operates a market for the sale of fruits, vegetables, baked goods, locally produced crafts and other items usual to an Ontario Farmers' Market, which market is located on the parking lot of the City-owned Roberta Bondar Park;

AND WHEREAS the parties have agreed to the erection of a tent structure in the parking lot under which the Farmers' Market will operate;

AND WHEREAS the parties have entered into an agreement setting out the terms and conditions for the operation of the Farmers' Market dated the 20th day of May, 2016 (the "Agreement");

AND WHEREAS the parties wish to extend the term of the Agreement;

NOW THEREFORE the parties agree as follows:

1. Section 1(1) of the Agreement is hereby amended by deleting "the period May 31, 2016 to October 31, 2016" and replacing same with "the period May 31, 2016 to October 31, 2021".
2. Section 1(2) of the Agreement hereby amended by deleting "at least 60 days prior to October 31 of the current year" and replacing same with "at least 60 days prior to October 31, 2016".

IN WITNESS WHEREOF, the Parties have executed this Amended Amendment effective as of the date first above written

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

Mayor – Christian Provenzano

City Clerk – Malcolm White

THE ALGOMA FARMERS' MARKET

President – Susan Wilding

Vice-President – Jeff Marshall

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2016-141

AGREEMENT: (AG114) A by-law to authorize the execution of an agreement between the City and Downtown Association and Stephen Alexander, operating as Loplop Lounge & Gallery to grant Downtown Association and Stephen Alexander, operating as Loplop Lounge & Gallery the right to occupy the property of the City identified as a section of Queen Street East from Bruce Street to Dennis Street for the Soo Greyhounds Season Opener Event.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated September 12, 2016 between the City and Downtown Association and Stephen Alexander, operating as Loplop Lounge & Gallery, a copy of which is attached as Schedule "A" hereto, to grant Downtown Association and Stephen Alexander, operating as Loplop Lounge & Gallery the right to occupy the property of the City identified as a section of Queen Street East from Bruce Street to Dennis Street for the Soo Greyhounds Season Opener Event.

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 12th day of September, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\1. 2016\2016-141 EXECUTION DOWNTOWN ASSOC AND LOPLOPS GREYHOUNDS SEASON OPENER EVENT.DOC

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this 12th day of September, 2016.

B E T W E E N:

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

(herein referred to as the "City")

- and -

DOWNTOWN ASSOCIATION

(herein referred to as the "Downtown")

- and -

STEPHEN ALEXANDER, OPERATING AS LOPLOP LOUNGE & GALLERY

(herein referred to as the "Loplops")

The City grants to Downtown and Loplops (collectively referred to as the "Licencees") the right to occupy the property of the City (the "City Property") identified as a section of Queen Street East from Bruce Street to Dennis Street, Sault Ste. Marie, specifically as shown and identified on Schedule "A" attached to this Licence. This Licence is subject to the conditions set out in Schedule "B" attached.

In this Licence, the "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED)

)

)

)

)

)

)

Date: _____

Print Name:

DOWNTOWN ASSOCIATION

I HAVE THE AUTHORITY TO BIND

THE DOWNTOWN ASSOCIATION

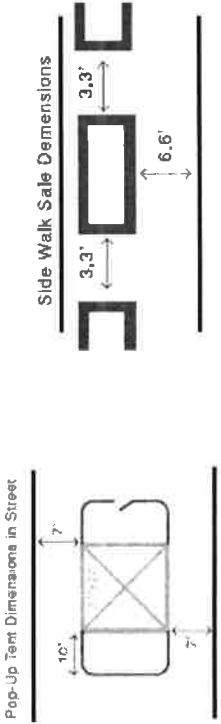
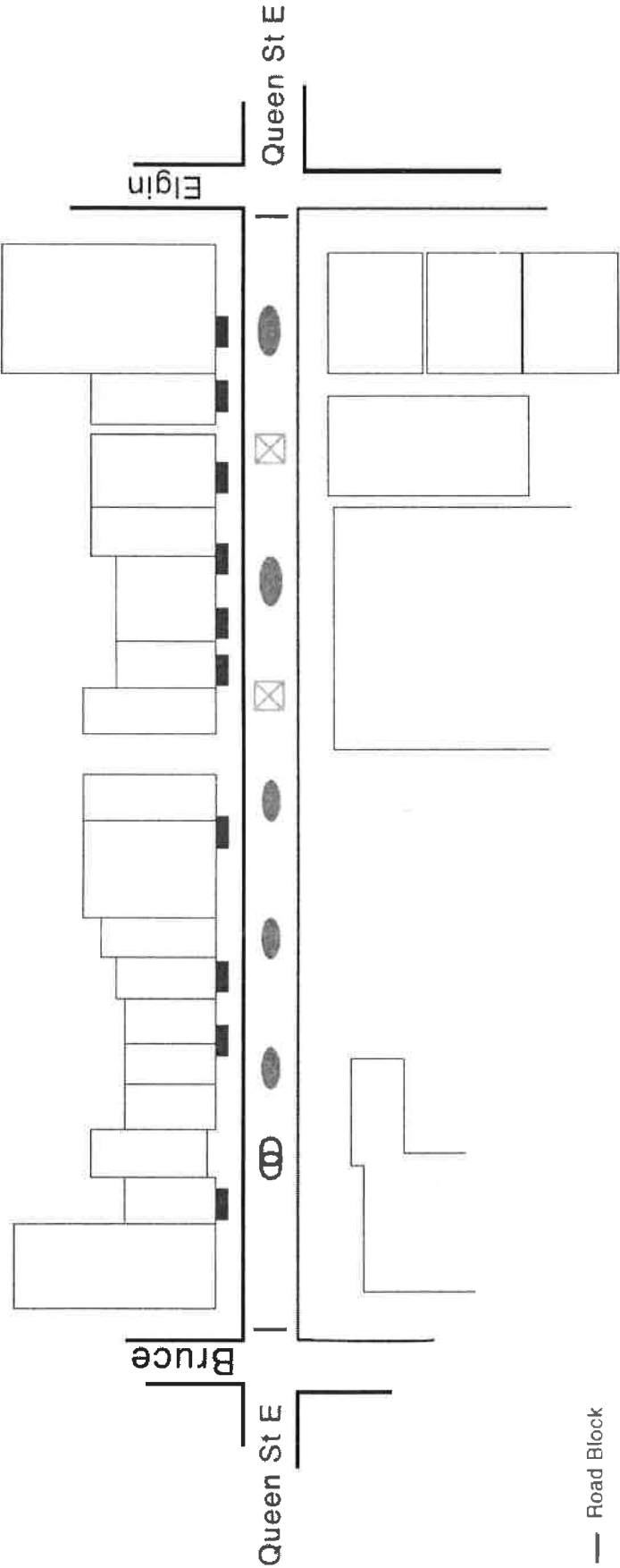
SCHEDULE "A" TO LICENCE TO OCCUPY CITY PROPERTY

The following programming and structures to be setup and/or conducted at the following locations on City Property:

1. Square Four on Queen Street East, as represented in Appendix B-1
 - a) Live music – without the use of a stage;
 - b) Four (4) areas dedicated to ball hockey tournaments;
 - c) A Pop Up Patio consisting of a tent with the dimensions of twenty (20') feet by twenty (20') feet, located in the vicinity of 369 Queen Street East, for the purpose of serving alcohol;
 - d) A Pop Up Patio consisting of a tent with the dimensions of twenty (20') feet by twenty (20') feet, located in the vicinity of 350 Queen Street East, for the purpose of serving alcohol; and
 - e) A portable food truck/trailer located in the vicinity of 312 Queen Street East.
2. Square Five on Queen Street East, as represented in Appendix B-2
 - a) Live music – without the use of a stage;
 - b) A portable food truck/trailer located in the vicinity of 258 Queen Street East;
 - c) A parked bus that will display promotional materials for the 2016 World Under-17 Hockey Challenge;
 - d) Hockey nets for the purpose of hosting a "shoot-out" competition;
 - e) A Pop Up Patio consisting of a tent with the dimensions of twenty (20') feet by twenty (20') feet, located in the vicinity of 238 Queen Street East, for the purpose of serving alcohol; and
 - f) A Pop Up Patio consisting of a tent with the dimensions of twenty (20') feet by twenty (20') feet, located in the vicinity of 212 Queen Street East, for the purpose of serving alcohol.

Greyhound Season Opener
September 23, 2016

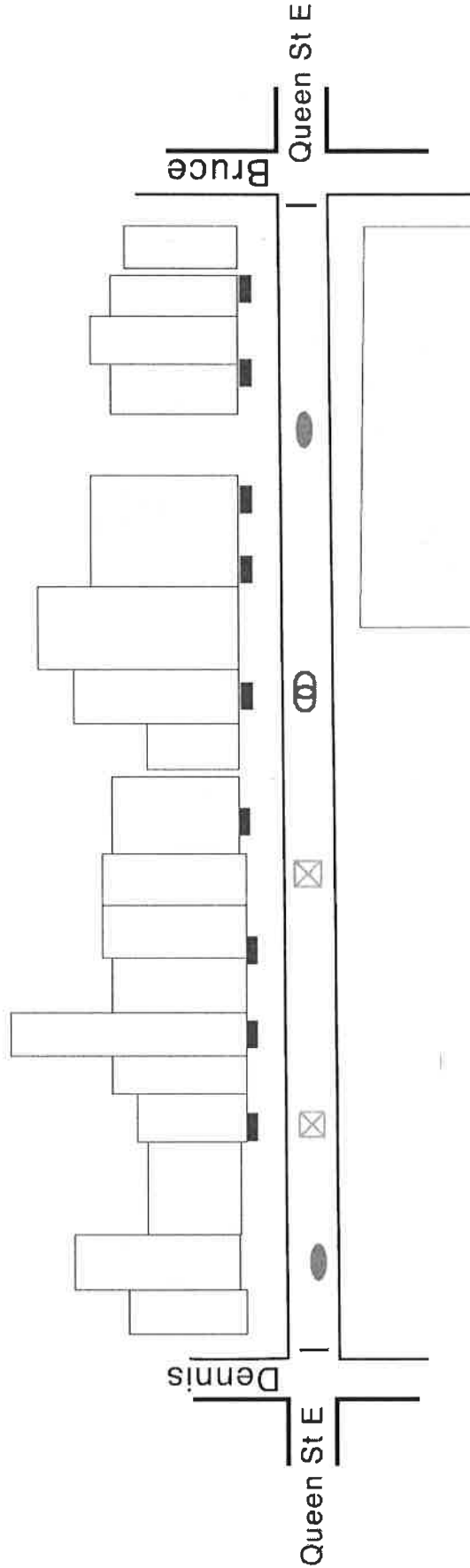
Elgin St - Bruce St



- Road Block
- ⊠ Pop-Up Tent
- ⊗ Food Truck
- Sidewalk Sale
- Entertainment

Greyhound Season Opener
September 23, 2016

Bruce St - Dennis



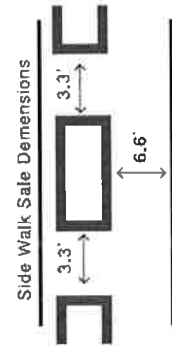
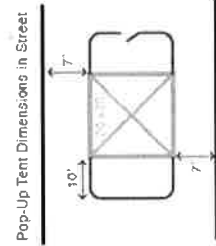
— Road Block

⊗ Pop-Up Tent

⊗ Food Truck

■ Sidewalk Sale

● Entertainment



**SCHEDULE "B" TO
LICENCE TO OCCUPY CITY PROPERTY**

This Licence is subject to the following conditions:

1. The City hereby grants the Licencees permission to set up Four (4) tent structures, each of the size twenty (20') feet by twenty (20') feet ("Pop Up Patios") on September 23, 2016 as part of the Greyhound Street Party festivities, on Queen Street East, Sault Ste. Marie, Ontario, at the locations identified in Schedule "A" to this Licence Agreement ("City Property"), and subject to the following time schedules for September 23, 2016:
 - a. between the hours of 2:00 p.m. to 4:00 p.m., Loplops may set up the Pop Up Patios;
 - b. between the hours of 4:00 p.m. and 7:00 p.m., Loplops may serve alcoholic beverages and food ("Event"); and
 - c. between the hours of 7:00 p.m. and 11:00 p.m., Loplops shall promptly remove the Pop Up Patios from City property, and complete all necessary clean-up activities at their sole cost and expense.
2. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with the Pop Up Patios. The Licencee shall be responsible for all costs, expenses and liabilities relating to the setup, presence and removal of the tent structures located on City Property. The Licencee shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the Pop Up Patios.
3. All matters related to the Event are the responsibility of the Licencee. At no time shall the City be responsible for any matters related to the Event, and the Licencee shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the Event.
4. The Licencee represents and warrants that it has secured all necessary liquor license approvals for sponsoring and hosting the Event and Pop Up Patios on Queen Street East on September 23, 2016.
5. The Licencee shall have full responsibility to ensure that it has satisfied all liquor licence requirements to sponsor and host the Event and Pop Up Patios. At no time shall the City be responsible for any matters related to liquor licence requirements or approvals for the Event and Pop Up Patios. The Licencee shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee of such liquor licence requirements and/or approvals.

6. The Licencee shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Event and Pop Up Patios, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee with such Laws, By-Laws, Rules and Regulations.
7. The Licencee shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the Event and the Pop Up Patios.
8. The Licencee shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Event and/or Pop Up Patios, the intent being that the City shall be at no risk or expense to which it would not have been put had the Event or the Pop Up Patios not occurred.
9. The Licencee shall not assign, transfer or make any other disposition of the Licence, or of the rights conferred thereby, without the prior written consent of the City.
10. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of Queen Street East, such that removal of any portion or the entirety of the Pop Up Patios is required, the Licencee shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Pop Up Patios to its condition prior to such access by the City and/or emergency personnel.
11. The Event shall terminate at 10:00 p.m. on September 23, 2016. At 10:00 p.m. on September 23, 2016, the Licencee shall promptly remove the Pop Up Patios from City property and complete all necessary clean-up activities at their sole cost and expense by the hour of 11:00 p.m. on September 23, 2016, and leave the City property in a condition satisfactory to the City; provided that if the required clean-up activities are not completed and/or the Pop Up Patios are not removed by the Licencee by 11:00 p.m. on September 23, 2016, the City may complete such clean up and removal of the Pop Up Patios as it deems necessary at the expense and risk of the Licencee.
12. This Licence Agreement shall terminate at 11:00 p.m. on September 23, 2016. The provisions of paragraphs 2-8 inclusive, and paragraph 11 of this Licence Agreement survive the termination of this Licence Agreement.

13. The Licencee will not use or permit the use of the City Property for any purpose other than the purpose herein set out, namely the Pop Up Patios and the Event. No buildings or other structures will be erected on the City Property.
14. The Licencee 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 subject lands in an amount not less than Five Million (\$5,000,00.00) 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.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2016-142

AGREEMENT: (AG146) A by-law to authorize the execution of an Assignment Agreement between the City, BK Marketing Services and the Sudbury Wolves Hockey Club Ltd. for the assignment of the Agreement dated February 19, 2013 between BK Marketing Services and the City.

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 Assignment Agreement between the City, BK Marketing Services and the Sudbury Wolves Hockey Club Ltd. for the assignment of the Agreement dated February 19, 2013 between BK Marketing Services and the City, a copy of which is attached as Schedule "A" hereto.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of September, 2016.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT made effective as of September 12, 2016
(the "Effective Date")

BETWEEN:

BK MARKETING SERVICES (the "Assignor")

OF THE FIRST PART

-and-

Sudbury Wolves Hockey Club Ltd. (the "Assignee")

OF THE SECOND PART

-and-

THE CORPORATION OF THE CITY OF SAULT STE. MARIE (the "Third Party")

OF THE THIRD PART

RECITALS:

- A. The Assignor and the Third Party are parties to an Agreement described in Schedule "A" attached hereto (such agreements, including all amendments, if any thereto, hereinafter referred to collectively as the "Agreements");
- B. The Assignor has agreed to assign to the Assignee, all of the Assignor's right, title and interest in and to and benefits under the Agreements, and the Assignee has agreed to assume, perform and discharge certain of the obligations and liabilities of the Assignor set out in the Agreements arising in respect of the period following the Effective Date; and
- C. The Third Party is willing to consent to the assignment recited above and to recognize and accept the Assignee as a party to the Agreements, in the place and stead of the Assignor.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are hereby acknowledged), the parties agree as follows:

**ARTICLE 1
ASSIGNMENT**

- 1.1 The Assignor hereby assigns, transfers, conveys and makes over absolutely to the Assignee as and from the Effective Date all of the Assignor's right, title and interest in and to and all benefits of the Assignor under the Agreements effective on the Effective Date.

**ARTICLE 2
ASSUMPTION OF OBLIGATIONS**

- 2.1 The Assignee hereby accepts the assignment herein provided and covenants and agrees with the Assignor and the Third Party to assume as of the Effective Date, and thereupon and thereafter to be bound by and observe, carry out, discharge, perform and fulfill all the obligations and liabilities on the part of the Assignor under the Agreements to the same extent and with the same force and effect as though Assignee had been named a party to the Agreements as of the Effective Date in the place and stead of the Assignor.

**ARTICLE 3
THIRD PARTY CONSENT**

- 3.1 The Third Party, by its execution hereof, hereby consents to the assignment herein provided and accepts the Assignee as party to the Agreements and does hereby covenant and agree that the Assignee shall be entitled from and after the Effective Date, to hold and enforce all the rights and privileges of the Assignor under the Agreements as if Assignee had been originally named as a party to the Agreements, and from and after the Effective Date, each Agreement shall continue in full force and effect with the Assignee substituted as a party thereto in the place and stead of the Assignor. Nothing herein contained shall be construed as a release of the Assignor from any obligations or liabilities under the Agreements, which obligations or liability accrued prior to the Effective Date.
- 3.2 For the benefit of the Third Party only, the Assignee expressly acknowledges that in all matters relating to the Agreements, subsequent to the Effective Date and prior to the delivery of a fully executed copy of this agreement to the Third Party, including but not limited to all accounting and conduct of operations thereunder, the Assignor has been acting as trustee for and duly authorized agent of the Assignee. For the benefit of the Third Party only, the Assignee expressly ratifies, adopts and confirms all acts or omissions of the Assignor in its capacity as trustee and agent, to the end that all such acts or omissions shall be construed as having been made or done by the Assignee.

**ARTICLE 4
ADDRESS FOR NOTICES AND FURTHER ASSURANCES**

4.1 The address of the Assignee for notices under the Agreements shall be:

Sudbury Wolves Hockey Club Ltd.
874 Lapointe Street
Sudbury, Ontario P3A 5N8
Attention: Ivo Campanelli and Dario Zulich
Tel.: 705-566-5702 ext 4239,

4.2 The parties shall, from time to time, do all such acts and things and execute and deliver all such transfers, assignments and instruments as may be reasonably required for more effectively and completely vesting in the Assignee the Agreements and otherwise carrying out the intent of this Assignment Agreement.

**ARTICLE 5
BINDING NATURE**

5.1 This Assignment Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns and shall not be assignable by any party without the prior written consent of the third party.

**ARTICLE 6
GOVERNING LAW**

6.1 This Assignment Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**ARTICLE 7
COUNTERPARTS**

7.1 This Assignment Agreement may be executed by facsimile, or electronically by portable document format, and in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Assignment Agreement effective as of the Effective Date.

BK MARKETING SERVICES

Per: _____
Name: _____
Title: _____

Sudbury Wolves Hockey Club Ltd.

Per: _____
Name: _____
Title: _____

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

Per: _____
Name: Christian Provenzano
Title: Mayor

Per: _____
Name: Malcolm White
Title: City Clerk

**SCHEDULE “A”
Agreement**

Agreement dated February 19th, 2016 between BK Marketing Services and The Corporation of the City of Sault Ste. Marie.

AGREEMENT

SAULT STE. MARIE, ONTARIO

THIS AGREEMENT made this 19th day of February, 2013

BETWEEN:

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

OF THE FIRST PART

AND

THE SUDBURY WOLVES HOCKEY CLUB LIMITED O/A
BK CORPORATE MARKETING SERVICES
(the "Company")

OF THE SECOND PART

WHEREAS the City issued a Request for Proposal for a Contractor to sell advertising on City Transit Buses and Parabuses under File #2012CK01P (the "RFP"), a copy of which RFP is appended as *Schedule "A"* to this Agreement;

AND WHEREAS the Company submitted a Proposal dated November 27, 2012 (the "BK Corporate Proposal") in response to the RFP, a copy of which BK Corporate Proposal is appended as *Schedule "B"* to this Agreement;

AND WHEREAS the City selected the BK Corporate Proposal as the successful proponent for the RFP, subject to the terms and conditions hereinafter contained;

NOW THEREFORE in consideration of the rents, covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. TERM

The Agreement shall be for a term of five (5) years commencing March 1, 2013 and ending on February 28, 2018 (the "Term"). The City reserves the right to negotiate additional one (1) year extensions by mutual agreement with the Company thereafter.

2. DESCRIPTION OF WORK

- (a) The parties hereto acknowledge and agree that the RFP and the BK Corporate Proposal, together with the within Agreement sets out the rights and obligations of the parties with respect to the selling of advertising on City Transit Buses and Parabuses. The parties further acknowledge and agree that all references to the word Agreement herein include *Schedules "A"* and *"B"* appended hereto.
- (b) The Company shall provide all that is necessary and required to perform the work described and set out in the Agreement at its sole risk and expense.
- (c) The Company shall perform all work required under this Agreement in a good, professional and skilled manner.
- (d) The Company shall have the right to sell "Advertising" in the forms as defined in Section 3(a) of this Agreement for only those City Transit Buses and Parabuses

owned and operated by the City as specified in Section 4 – “Transit Fleet Description” of *Schedule “A”* to the Agreement (the “Current Fleet”).

(e) The Company shall have the right to place “Advertising” in the forms as defined in Section 3(a) in only those locations of the Current Fleet as particularized in Section 4 – “Transit Fleet Description” of Schedule “A” to the Agreement (the “Advertising Locations”) and in accordance with Section 3 of this Agreement.

(f) The parties hereto acknowledge and agree that the Current Fleet complement and Advertising Locations are subject to change during the Term at the sole discretion of the City.

(g) During the Term or any extension thereof, the City may identify additional advertising opportunities, locations and forms for Advertising (the “Additional Advertising”). The City reserves the right to negotiate with the Company for the addition of such Additional Advertising to this Agreement.

(h) The Company hereby confirms that the City has not provided any representation, warranty or other assurance regarding the suitability of the Current Fleet or any part thereof, for use by the Company. The Company acknowledges that it has carried out an inspection of the Current Fleet specifically to satisfy itself concerning the suitability of same for all matters arising under this Agreement and further, that it shall use the Current Fleet in carrying out its obligations under this Agreement on an “as is where is” basis.

3. ADVERTISING

(a) Advertising Forms Defined

All Advertising sold and installed by the Company in the Advertising Locations of the Current Fleet shall be in a fixed printed form and be in one of the following formats:

- i. exterior signage in card form;
- ii. interior signage in card form;
- iii. full body wrap; or
- iv. partial body wrap.

(b) Rules Applicable to All Advertising Forms

- i. The Company shall obtain the City’s express written approval for each and every Advertising design sold pursuant to this Agreement prior to any production of same.
- ii. The parties hereto acknowledge and agree that no Advertising shall be installed on a City Transit Bus or Parabus unless such Advertising has been approved by the City in accordance with Section 3(b)i. above.
- iii. The Company shall not sell or install any Advertising that is of a political, religious or immoral nature. The City may remove any Advertising or part thereof from the Current Fleet that the City deems, in its sole discretion, to be objectionable.
- iv. The parties hereto acknowledge and agree that the City may remove any Advertising or part thereof that the City determines, in its sole discretion, impedes the safety of motorists and/or pedestrians.

- v. In the event that the City removes any Advertising or part thereof in accordance with Sections 3(b)iii. and iv. above, the Company shall pay any and all charges and expenses incurred by the City for such removal immediately upon demand by the City and the Company shall further make good any damage caused to the City's Current Fleet by such removal at its sole risk and expense.
- vii. The City shall not be responsible for any vandalism or other damage to any Advertising, howsoever caused. In the event of damage to the Advertising or any part thereof, the Company shall forthwith effect such repairs to the satisfaction of the City on such terms as determined by the City, in the City's sole discretion and at the Company's sole cost and expense. In the event that the City determines, in its sole discretion, that the damage to the Advertising or any part thereof is of such a nature that repairing same is not appropriate, the Company shall forthwith remove same from the City's Fleet and make good any damage caused to the City's Current Fleet by such removal at its sole risk and expense.
- viii. In the event that the Company fails to comply with its obligations under Section 3(b)vi. above, the City may, in its sole discretion, remove the Advertising or part thereof and the Company shall pay any and all charges and expenses incurred by the City for such removal immediately upon demand by the City. In such event, the Company shall further make good any damage caused to the City's Current Fleet by such removal at its sole risk and expense.
- ix. In the event that the Company fails to repair damage caused to the City's Current Fleet following removal of any Advertising in accordance with Sections 3(b)v.-vii. inclusive, the City may, in its sole discretion, cause to have such damage repaired and the Company shall forthwith reimburse the City for any and all charges and expenses incurred by the City for same.
- x. The parties hereto acknowledge and agree that the City shall not be responsible for providing any storage for the Company's Advertising not installed on its Current Fleet. In the event that the Company fails to promptly remove such Advertising from City property, the parties hereto acknowledge and agree that the City may store such Advertising at a location of its discretion and the Company shall forthwith reimburse the City for any and all charges and expenses incurred by the City for such storage.
- xi. The parties hereto acknowledge and agree that the Company shall maintain an inventory of all Advertising that forms the subject matter of this Agreement.
- xii. The Company shall complete any and all maintenance required for the Advertising at its sole risk and expense.
- xiii. The Company shall secure the necessary financing, labour, services, equipment, permits and approvals prior to commencing any work relating to this Agreement. The Company further represents and warrants that it shall obtain all necessary approvals and authorizations for any and all Advertising it shall design, produce, install or cause to be installed on the City's Current Fleet to ensure that such Advertising does not infringe on any person(s) copyrights, trademark rights or other proprietary interests. The Company shall ensure that all Advertising designed, produced, sold and installed complies with any municipal, provincial and federal laws, regulations and orders, and any other pertinent codes and legislation.

(c) Further Rules Applicable to Exterior and Interior Signage in Card Form

- i. The Company shall provide all necessary labour, materials, equipment, contractors and subcontractors to complete the design and production of all exterior and interior signage in card form. The Company shall assume full responsibility for all activities, costs and expenses related directly and/or indirectly to same.
- ii. The Company shall select the individual City Transit Bus and/or Parabus that all exterior and interior signage in card form shall be installed by the City in accordance with paragraph 3(c)iv. and provide the City with notice of such particulars in writing.
- iii. The Company shall deliver any and all exterior and interior signage in card form to the City for installation by the City in accordance with paragraph 3(c)iv. below. The Company shall be responsible for all activities, costs and expenses related directly and/or indirectly to same.
- iv. The City shall supply all necessary racks, labour, materials, equipment and contractors for the installation and removal of all exterior and interior signage in card form at its sole expense.
- v. The Company shall provide the City with reasonable notice in writing when each exterior and interior signage in card form shall be removed by the City.
- vi. The parties hereto further acknowledge and agree that the City shall not be responsible for any damage or destruction to any exterior or interior signage in card form or any part thereof sustained in the installation or removal of same from the City's Fleet. In the event of such damage or destruction following such installation or removal, the parties hereto acknowledge and agree that the provisions of Section 3(b)vi.-vii. shall apply.
- vii. The parties hereto further acknowledge and agree that the Company shall make good any damage caused to the City's Current Fleet the installation or removal of all exterior and interior signage in card form at its sole risk and expense. In the event that the Company fails to repair damage caused to the City's Current Fleet following such installation or removal, the City may, in its sole discretion, cause to have such damage repaired and the Company shall forthwith reimburse the City for any and all charges and expenses incurred by the City for same.

(d) Further Rules Applicable to Full and Partial Body Wrap

- i. The City shall determine shall have exclusive authority for determining the number of City Transit Buses and Parabuses that shall be made available to the Company for full body wrap and partial body wrap.
- ii. The Company shall provide all necessary labour, materials, equipment, contractors and subcontractors to complete the design, production, installation and removal of all full body wraps and partial body wraps. The Company shall assume full responsibility for all activities, costs and expenses related directly and/or indirectly to same.
- iii. At the end of each Advertising contract for full body wraps and/or partial body wraps, the Company shall promptly remove all such full and/or partial body wraps from the relevant City Transit Bus and/or Parabus and dispose of same.

- iv. The Company shall make good any damage caused to the City's Current Fleet by such installation or removal of full and/or partial body wrap at its sole risk and expense, including but not limiting to restoring the City Transit Buses and/or Parabuses to their original paint scheme. In the event that the Company fails to repair the damage caused to the City's Current Fleet following the installation and/or removal of any Advertising, the City may, in its sole discretion, cause to have such damage repaired and the Company shall forthwith reimburse the City for any and all charges and expenses incurred by the City for same.

4. UNSOLD ADVERTISING SPACE

- (a) The City shall have the exclusive right to utilize any Advertising Location in the Current Fleet for the advertising and/or promotion of City programs when the aforesaid Advertising Location is available and has not been sold by the Company.
- (b) The City shall have the exclusive right to post notices, warnings or other forms of self-promotion in any area of the Current Fleet that is not specified herein as an Advertising Location.
- (c) In the event that the City exercises its rights under this section of the Agreement, the parties hereto acknowledge and agree that no compensation shall be paid or be payable by the City to the Company for such advertising or use.

5. PAYMENT

- (a) During each of Years One (1) through Five (5) inclusive of the Term, the Company shall pay to the City a licensing fee in the following amounts:
 - i. Year One – March 1, 2013 to February 28, 2014 – Forty Thousand (\$40,000.00) Dollars;
 - ii. Year Two – March 1, 2014 to February 28, 2015 – Forty-Two Thousand (\$42,000.00) Dollars;
 - iii. Year Three – March 1, 2015 to February 29, 2016 – Forty-Three Thousand (\$43,000.00) Dollars;
 - iv. Year Four - March 1, 2016 to February 28, 2017 – Forty-Four Thousand (\$44,000.00) Dollars; and
 - v. Year Five – March 1, 2017 to February 28, 2018 – Forty-Five Thousand (\$45,000.00) Dollars.
- (b) Payment of the licensing fees referred to in Section 5(a)ii.-v. inclusive above shall be made in twelve (12) equal installments, payable by the Company to the City on or before the twentieth (20th) day of each month of Years Two (2) to Five (5) inclusive of the Term. During Year One, payment of the licensing fee referred to in Section 5(a)i. above shall be made in nine (9) equal installments commencing on April 20th, 2013 and on or before the twentieth (20th) day of each month of Year One (1) of the Term thereafter.
- (c) In addition to the licensing fees referred to in Section 5(a)i.-v. inclusive above, the Company shall pay to the City five (5%) percent of the Company's Total Annual Gross Billings for Advertising on or before April 1st of the year that follows, specifically:
 - i. Five (5%) percent of the Company's Total Annual Gross Billings for Advertising for Year One (1) of the Term shall be payable by the Company to the City on April 1, 2014;

- ii. Five (5%) percent of the Company's Total Annual Gross Billings for Advertising for Year Two (2) of the Term shall be payable by the Company to the City on April 1, 2015;
- iii. Five (5%) percent of the Company's Total Annual Gross Billings for Advertising for Year Three (3) of the Term shall be payable by the Company to the City on April 1, 2016;
- iv. Five (5%) percent of the Company's Total Annual Gross Billings for Advertising for Year Four (4) of the Term shall be payable by the Company to the City on April 1, 2017; and
- v. Five (5%) percent of the Company's Total Annual Gross Billings for Advertising for Year Five (5) of the Term shall be payable by the Company to the City on April 1, 2018.

(d) The parties hereto acknowledge and agree that reference to the word "Billings" herein means actual Gross Annual Advertising Billings made by the Company for Advertising related to this Agreement, and not actual Advertising fees collected by the Company pursuant to this Agreement.

(e) The Company acknowledges and agrees that it shall not accept "Contra Advertising", defined herein as Advertising for which payment is in the form of goods or services furnished to the Company, for which no money is exchanged, for Advertising sold pursuant to this Agreement, unless dollar values are declared and included by the Company in the Annual Gross Billings for the applicable Year of the Term.

(f) The Company further acknowledges and agrees that it shall not sell Advertising to charitable or non-profit organizations for which no fee is charged. Under no circumstances shall the Company accept tax receipts or credit for Advertising space considered to be a charitable donation by charitable or non-profit organizations, unless the Company declares full dollar value for such Advertising sold and includes same in the Annual Gross Billings for the applicable year of the Term.

6. ACCOUNT RECORDS

- (a) The Company shall produce all books, accounts and records of the Company relevant to this Agreement to the City for inspection upon demand by the City for same and on reasonable notice.
- (b) The Company shall, at the end of each Calendar year during the Term of this Agreement (January 1st to December 31st) and if requested further, at the end of each Year of the Term (March 1st to February 28th) transmit to the City an Annual Audited Statement of Gross Billings prepared by a Chartered Accountant in accordance with the reporting requirements of the Canadian Institute of Chartered Accountants.
- (c) The City may require the Company to participate in an audit by an independent Chartered Accountant or public accounting firm of the City's choosing after reviewing the account records of the Company referred to in this Section of the Agreement at the end of each Calendar Year of the Term and if requested further, at the end of each Year of the Term (March 1st to February 28th). The Company agrees that it shall comply and participate in such an audit process if so required by the City at the end of each calendar year of the Term (January 1st to December 31st) and if request further, at the end of each Year of the Term (March 1st to February 28th).

7. INTERFERENCE, WASTE OR NUISANCE

The Company shall not do or cause to be done, any action which would damage, waste disfigure or injure any property owned by the City. The Company shall further conduct itself and perform the work set out in this Agreement in a manner which does not interfere with the operation of the City's Current Fleet and which does not otherwise cause a nuisance. Any costs incurred by the City to repair the City property, Current Fleet or otherwise resulting from such waste and nuisance as set out herein shall be payable by the Company to the City immediately upon demand by the City.

8. ASSIGNMENT AND TRANSFERABILITY

- (a) Except as otherwise provided in this Section, the rights and obligations created by this Agreement are exclusive to and shall not be transferred or assigned by the Company (by operation of law or otherwise), without the prior express written consent of the City.
- (b) The parties hereto agree that the assignee of the Company, if such an assignment should be made, shall be able to enforce the provisions of this Agreement pursuant to such assignment. Further, the Company acknowledges and agrees that any such assignment or transfer, if so authorized by the City, shall not relieve the Company of any responsibility for the proper commencement, execution and completion of all work as set out in this Agreement, and that the Company shall either in person or through an accredited agent, receive all notices, communications, orders, instructions or legal service as if the Company were continuing to perform the work with their own plant and employees.

9. PROPRIETARY RIGHTS

- (a) The parties hereto acknowledge and agree that this Agreement in no way confers title to the Advertising to the City, and that the Advertising and any part thereof is the property and title of the Company.
- (b) The parties hereto further acknowledge and agree that this Agreement in no way confers any rights, benefits or title in the City Transit Buses, City Parabuses or any other City Property to the Company and that the City Transit Buses, City Parabuses and all property owned by the City and any part thereof is the property, title and right of the City.

10. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

The parties hereto acknowledge and agree that the City is governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"). The Company shall comply with the MFIPPA to ensure privacy laws are conformed to for all matters arising directly or indirectly from this Agreement.

11. INSURANCE

- (a) Prior to the commencing any work under this Agreement and for the entire duration of the Term, the Company shall maintain at its sole expense, Comprehensive Commercial Liability Insurance, including Product and Completed Operations Liability, Contractual Liability, Owners and/or Contractors Protective Liability, Contingent Employers Liability and shall contain a Cross Liability Clause protecting the City Corporation as if separately insured, to a minimum of Two Million (\$2,000,000.00) Dollars inclusive per occurrence, insuring all claims for damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, however and whatsoever incurred, suffered or sustained in relation to in in connection with the Company's use of Property owned by the City, the

Company's Advertising or any other matters under directly or indirectly from this Agreement.

- (b) The parties hereto acknowledge and agree that the amount of coverage as set out herein shall be reviewable every year during the Term and subject to adjustment at the sole discretion of the City.
- (c) Each insurance policy referenced herein shall name the Corporation of the City of Sault Ste. Marie as an "Additional Insured". A Certificate of Insurance to the satisfaction of the City, confirming the above coverages are in effect for the Term shall be provided to the City on or before March 1, 2013 during Year 2013 of the Term and on January 1, 2014 and every January 1st thereafter for the balance of Years 2014 through 2017 inclusive of the Term.
- (d) The taking out of insurance shall not limit the Company's liability under this Agreement. The Company acknowledges and understands that liability insurance coverage responds only for the use of Property owned by the City for the purpose(s) as specified in this Agreement.

12. LIMITED LIABILITY AND RELEASE

The Company hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and the Company further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to the Company or to anyone for whom the Company may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the Company or any of the Company's agents, employees and contractors in relation to or in connection with the Company's use of Property owned by the City or any other matters under this Agreement.

13. INDEMNITY

- (a) The Company shall indemnify and save the City harmless, including the City's elected officials, officers, employees, agents and contractors from and against any actions, causes of action, interest, claims, demands, damages, expenses, loss or costs (including without restriction legal costs on a substantial indemnity basis) which the City may bear, suffer, incur, become liable for, or be put to by reason of any loss of or damage to property, personal injury or death, or any other losses or damages, both direct or indirect including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with the Company's use of property owned by the City, the Company's Advertising, the Company's breach or violation of non-performance of any provision of this Agreement, the work covered by this Agreement, or by reason of or arising out of any act, neglect or default by the Company or any of its agents or employees or any other person or persons.
- (b) The Company further covenants and agrees that the indemnity herein contained shall extend to all claims, loss, costs and damaged by reason of or arising out of improper or faulty erection of equipment erected or installed in connection with this Agreement by the Company, its servants or agents, whether or not these have been approved by the City, its servants or agents.
- (c) The Company shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the property owned by the City, the Company's Advertising and any other matters arising directly and indirectly from this Agreement and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature (including without restriction legal costs on a substantial indemnity basis) which the City may suffer, be at or be put to by reason of or in consequence of the

noncompliance by the Company with such Laws, By-Laws, Rules and Regulations.

(d) The Company shall obtain all necessary approvals and authorizations for any and all Advertising it shall design, produce, install or cause to be installed on the City's Current Fleet to ensure that such Advertising does not infringe on any person(s) copyrights, trademark rights or other proprietary interests and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature (including without restriction legal costs on a substantial indemnity basis) which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Company of this Agreement, by reason of or arising out of any act, neglect or default by the Company or any of its agents, employees or any other person(s), and by the Company's noncompliance with any applicable Laws, By-Laws, Rules and Regulations.

(e) The Company shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from its use of property owned by the City, the Company's Advertising and any other matters arising directly or indirectly from this Agreement.

14. HEALTH & SAFETY, AND WSIB

Prior to completing any work under this Agreement, the Company and any contractor(s) or subcontractor(s) employed by them shall comply with all requirements of the *Occupational Health and Safety Act* and its regulations; including, but not limited to, providing proof of compliance with WSIB requirements (maintain current WSIB Clearance Certificate on file with the City for duration of onsite work), providing proof of Commercial General Liability Insurance (minimum of Two Million (\$2,000,000) Dollars per occurrence) to the satisfaction of the City for duration of onsite work; and compliance with the City's Contractor Pre-Qualification Policy, including but not limited to WSIB Coverage, Liability Insurance Coverage and Safe Work Practices. The Company shall further ensure that the requirements as set out herein apply to any subcontractors employed by the Company.

15. TERMINATION

(a) The City may, at its option, terminate this Agreement, in whole or in part, whenever the City determines in its sole discretion that such termination is in the best interests of the City without the necessity of showing cause or reason. In such event, the City shall provide the Company with thirty (30) days' written notice to the Company.

(b) Further, in the event of default the City may, at its option, terminate this Agreement. The following events constitute default:

- i. if the Company makes a material misrepresentation to the City in connection with this Agreement;
- ii. if the Company becomes bankrupt (voluntarily or involuntarily) or becomes subject to any proceeding seeking liquidation, rearrangement relief or relief of creditors;
- iii. if a receiver is appointed over any of the Company's property or undertakings; or
- iv. a material breach of this Agreement.

- (c) Upon expiration of the Term of this Agreement or upon earlier termination of this Agreement, and provided that the City and the Company fail to negotiate a new Agreement as set out in Section 1 above, the Company shall promptly remove and dispose of all Advertising from the Current Fleet. The Company shall further make good any damage caused to the City's Current Fleet by the Advertising or removal of same at its sole risk and expense. In the event that the Company fails to repair the damage caused to the City's Current Fleet following the removal of any and all Advertising, the City may, in its sole discretion, cause to have such damage repaired and the Company shall forthwith reimburse the City for any and all charges and expenses incurred by the City for same.
- (d) The termination of this Agreement by expiry or otherwise shall not affect the liability of either party to the other with respect to any obligation under this Agreement which has accrued up to the date of such termination but not been properly satisfied or discharged.
- (e) Paragraphs 2(a)(h), 3, 5, 6, 7, 8(b), 9, 11, 12 and 13 of this Agreement survive the termination of this Agreement.

16. BINDING AGREEMENT

The City covenants that he has good right, full power, and absolute authority to grant this Agreement to the Company and this Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers. The Company covenants that he has good right, full power, and absolute authority to grant this Agreement to the City and this Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.

17. NOTICE

Any notice required or permitted to be given under this Agreement must be in writing and may be given by delivering or mailing the notice to:

in the case of notice to the City to:

The Corporation of the City of Sault Ste. Marie
 Attention: Assistant City Solicitor
 Legal Department
 99 Foster Drive, P.O. Box 580
 Sault Ste. Marie, Ontario P6A 5N1

in the case of notice to the Company to:

The Sudbury Wolves Hockey Club Limited O/A
 BK Corporate Marketing Services
 Attention: Mark Burgess, Chief Executive Officer
 430 Westmount Avenue, Greenvale Court
 Sudbury, Ontario P3A 5Y9

or to such other address as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the 4th business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the 1st day next following the dating of faxing. If the notice is sent by e-mail, the notice shall be deemed to have been received on the same day that the e-mail was sent.

18. AMENDMENTS

The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.

19. ENTIRE AGREEMENT

This Agreement and the Schedules appended hereto contains the entire agreement between the parties hereto and there are no prior representations, either oral or written, between them other than those set forth in this Agreement. This Lease supersedes and revokes all previous negotiations, arrangements, representations and information conveyed, whether oral or written, between the parties hereto. The City acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except as expressly set out in this Agreement.

20. EXECUTION

This Agreement shall not be in force or bind either of the parties hereto until executed by both the parties named herein.

21. GOVERNING LAW

This Agreement and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The parties hereto attorn to the jurisdiction of the Courts of Ontario. This Agreement shall be treated in all respects as an Ontario contract.

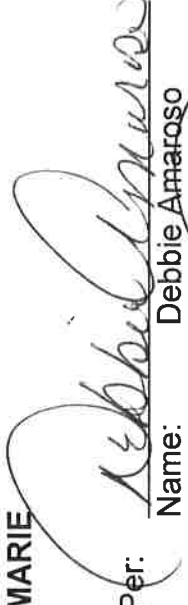
IN WITNESS WHEREOF the parties hereto have signed this Agreement this 19th day of February, 2013.

APPROVED BY
CITY OF SAULT STE. MARIE

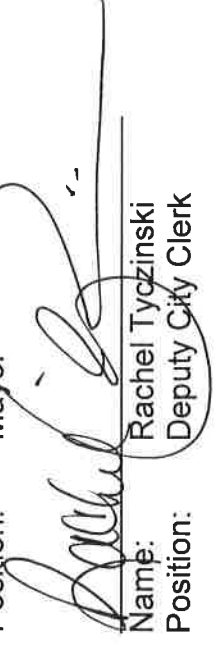
BY-LAW# 2013-36

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:


Name: Debbie Amato
Position: Mayor

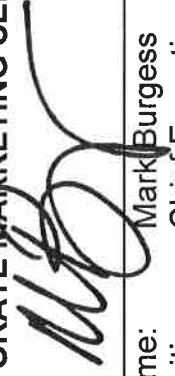
Per:


Name: Rachel Tyczinski
Position: Deputy City Clerk

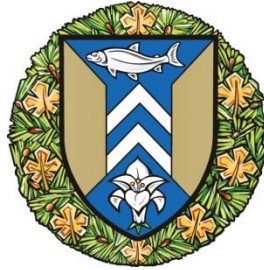
**We are authorized to bind the Corporation of the City of Sault Ste. Marie*

**THE SUDBURY WOLVES HOCKEY CLUB LIMITED O/A
BK CORPORATE MARKETING SERVICES**

Per:


Name: Mark Burgess
Position: Chief Executive Officer

**I am authorized to bind The Sudbury Wolves Hockey Club Limited O/A BK Corporate Marketing Services*



THE CORPORATION OF THE CITY OF SAULT STE MARIE

**99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6**

BY-LAW 2016–143

PROCUREMENT POLICIES & PROCEDURES

September 12, 2016

BY-LAW 2016–143

**A BY-LAW OF THE CITY OF SAULT STE MARIE
GOVERNING PROCUREMENT POLICIES AND PROCEDURES**

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BY-LAW 2016–143

A BY-LAW OF THE CITY OF SAULT STE MARIE GOVERNING PROCUREMENT POLICIES AND PROCEDURES

WHEREAS Section 270 of the *Municipal Act, 2001* imposes upon municipalities the obligation to adopt policies with respect to the procurement of Goods and Services;

AND WHEREAS this By-law establishes the authority and sets out the methods by which Goods, Services or Construction will be purchased and disposed of for the purposes of the City of Sault Ste. Marie subject to certain exceptions set out herein;

NOW THEREFORE the Council of the City of Sault Ste. Marie enacts as follows:

PART I – SHORT TITLE

1. This By-Law may be cited as the “Purchasing By-Law”.

PART II – PURPOSES, GOALS AND OBJECTIVES

2. The purposes, goals and objectives of this By-law and of each of the methods of procurement authorized are:
 - (a) to encourage fair and open competition among suppliers;
 - (b) to maximize savings for taxpayers;
 - (c) to ensure service and product delivery, quality, efficiency and effectiveness;
 - (d) to ensure fairness and objectivity to all bidders;
 - (e) to ensure openness, accountability and transparency while protecting the financial best interests of the City of Sault Ste. Marie;
 - (f) to have regard to the accessibility for persons with disabilities to the Goods, Services and Construction purchased by the City of Sault Ste. Marie in compliance with the ***Ontarians with Disabilities Act, 2001, S.O. 2001, c.32; and the Accessibility for Ontarians With Disabilities Act, 2005, S.O. 2005, c.11.***;

- (g) to attempt to reduce the amount of solid waste requiring disposal through the purchase of environmentally responsible Goods and Services;
- (h) to dispose of surplus and obsolete goods in the most cost effective and environmentally responsible manner.

PART III – DEFINITIONS AND SCHEDULES

3. (1) The words and phrases listed below when used in this By-law shall have the following meanings ascribed to them:

“AGENT” means the Manager of Purchasing of the City of Sault Ste. Marie or designate;

“APPROVED INVOICE” means an original supplier’s invoice issued at the time of purchase of low dollar Goods or Services not exceeding \$2,500.00 and which bears both the signature of an appropriately authorized employee and appropriate account number(s);

“AWARD”, “AWARDED” and “AWARDING” mean authorization to proceed with the purchase of Goods, Services or Construction from a chosen supplier;

“BID” means an offer or submission from a supplier in response to a Bid Solicitation;

“BID BOND” means the form of security required by the terms and conditions of Bid Solicitation documentation to guarantee that the successful bidder enters into a Contract with the City of Sault Ste. Marie, as required by Section 20 of this By-law;

“BID SOLICITATION” means a formal request for Bids that may be in the form of a Request for Tender or Request for Proposal;

“CHIEF ADMINISTRATIVE OFFICER (CAO)” means the Chief Administrative Officer of the City of Sault Ste. Marie;

“CITY CLERK” means the Municipal Clerk for the City of Sault Ste. Marie;

“CITY SOLICITOR” shall mean the City Solicitor of the City of Sault Ste. Marie;

“DIRECTOR/EXECUTIVE DIRECTOR” means the person responsible for the operation of a Department and/or their designate;

“CHIEF FINANCIAL OFFICER” means the Chief Financial Officer/Treasurer of the City of Sault Ste. Marie;

“CONSTRUCTION” means a construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, soil investigation, the supply of products and materials and the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering design or architectural work, but does not include legislated or regulated services related to the construction contract unless they are included in the specifications for the procurement;

“CONSULTANT” and **“CONSULTING SERVICES”** means a person or entity that under agreement, other than an employment agreement, provides expert or strategic advice and related services. Consulting Services do not include “Professional Services” provided by licensed professionals;

“CONTRACT” means any agreement, regardless of form or title, for the lease, purchase or disposal of Goods, Services or Construction authorized in accordance with this By-law;

“COUNCIL” means the Council of the City of Sault Ste. Marie;

“COUNCIL APPROVED BUDGETS” means Council approved department budgets including authorized revisions, or where applicable, Council approved budgets of local boards to which this By-law applies;

“DEPARTMENT” means an organizational unit of the City of Sault Ste. Marie headed by a Director/Executive Director;

“ELECTRONIC ADVERTISING” means the use of a computer-based system directly accessible by suppliers irrespective of their location that provides suppliers with information related to Bid Solicitations;

“EMERGENCY” means a situation, or an impending situation, caused by the forces of nature, an accident, an intentional act or otherwise that constitutes a danger of major proportions to life or property.

"FAIR MARKET VALUE" means the price that would be agreed to in an open and unrestricted market between knowledgeable and willing parties dealing at arms-length who are fully informed and not under any compulsion to transact;

"GOODS" means moveable property and includes,

- (a) the cost of installing, operating, maintaining or manufacturing such moveable property;
- (b) raw materials, products, equipment and other physical objects of every kind and description;

"IN HOUSE BID" means a Bid made by a Department and authorized by the Director/Executive Director of that Department, submitted in response to a Bid Solicitation, where the provision of the Goods, Services or Construction will be provided entirely by the employees of the City of Sault Ste. Marie;

"LOWEST COMPLIANT BID" means the Bid that would provide the City of Sault Ste. Marie with the desired Goods, Services or Construction at the lowest Total Acquisition Cost, meets all the specifications and contains no irregularities requiring automatic rejection;

"PROFESSIONAL SERVICES" means services that by legislation or regulation are to be provided only by the following licensed professionals: medical doctors, dentists, nurses, pharmacists, veterinarians, engineers, land surveyors, architects, accountants, lawyers and notaries;

"PROPOSAL" means an offer submitted in response to a Request for Proposal, acceptance of which may be subject to further negotiation;

"PURCHASE ORDER" means a Contract between the City of Sault Ste. Marie and a supplier to supply a specific quantity of Goods or specific set of Services or specific type of Construction defined by such things as time period, location(s) and price;

"PURCHASING CARD" means a card issued in accordance with the Purchasing Card Policy, to purchase Goods and Services;

"REQUEST FOR PROPOSAL" means a Bid Solicitation that is used to acquire Goods, Services or Construction, the suitability of which is dependant upon non-price factors and which may result in further negotiation between the parties;

"ROUTINE PROFESSIONAL SERVICES" means performance of multiple and similar tasks by licensed professionals which do not require specific skills or qualifications not otherwise held by City staff;

"SINGLE SOURCE" means selection of a specific Supplier even though there may be more than one supplier capable of delivery of the Goods and Services;

"SOLE SOURCE" means there is only one Supplier capable of delivery of the Goods and Services that meet the requirements of the City;

"SPECIALIZED PROFESSIONAL SERVICES" means performance of non-routine tasks by licensed professionals;

"STANDING PURCHASE ORDER" means a Contract between the City of Sault Ste. Marie and a supplier for the supply of frequently ordered Goods or Services at specified unit prices where possible, maximum dollar limits, or discounts; but not specified quantities;

"SERVICES" includes all professional and consulting services, all services in relation to real property or personal property including without limiting the foregoing the delivery, installation, construction, maintenance, repair, restoration, demolition or removal of personal property and real property and all other services of any nature and kind save and except only services to be delivered by an officer or employee of the City of Sault Ste. Marie in accordance with terms of employment;

"TENDER" means a publicly advertised Bid Solicitation;

"TOTAL ACQUISITION COST" means an evaluation of quality and service in the assessment of a Bid and the sum of all costs including purchase price, all taxes, warranties, local service costs, life cycle costs, time of completion or delivery, inventory carrying costs, operating and disposal costs for determining the Lowest Compliant Bid;

- (2) Schedules "A", "B", and "C" attached hereto form part of this By-law.

PART IV – GENERAL PROCUREMENT POLICY

APPLICATION

4. (1) The procedures in this By-law shall be followed to Award a Contract or to recommend to Council that a Contract be Awarded.
- (2) Subject to section 31 and section 4(3), Goods, Services or Construction listed in Schedule “A” of this By-law may be procured without following the procedures set out in the by-law; in accordance with the Approvals for Financial Values as established in section 7.
- (3) The purchase of Goods and Services listed in Schedule “A” to this By-law may be made provided that sufficient funds are available and identified in appropriate accounts within Council Approved Budgets.

RESTRICTIONS

5. (1) No Contract for Goods, Services or Construction may be divided into two or more parts to avoid the application of the provisions of this By-law.
- (2) No Contract for Services shall be awarded where the services would result in the establishment of an employee - employer relationship.
- (3) No employee shall purchase, on behalf of the City of Sault Ste. Marie, any Goods, Services or Construction, except in accordance with this Bylaw.
- (4) Where an employee involved in the Award of any Contract, either on his or her own behalf or while acting for, by, with or through another person, has any pecuniary interest, direct or indirect, in the Contract, the employee,
 - (a) shall immediately disclose the interest to the Director/Executive Director involved in the Award of the Contract and shall describe the general nature thereof;
 - (b) shall not take part in the Award of the Contract; and
 - (c) shall not attempt in any way to influence the Award of the Contract.

- (5) An employee has an indirect pecuniary interest in any Contract in which the City of Sault Ste. Marie is concerned, if,
- (a) the employee or his or her spouse
 - (i) is a shareholder in, or a director or senior officer of, a corporation that does not offer its securities to the public that has a pecuniary interest in the Contract;
 - (ii) has a controlling interest in or is a director or senior officer of, a corporation that offers its securities to the public that has a pecuniary interest in the Contract; or
 - (iii) is a member of an unincorporated association or partnership, that has a pecuniary interest in the matter; or
 - (b) the employee or his or her spouse is in the employment of a person, unincorporated association or partnership that has a pecuniary interest in the Contract.

An employee found to be in conflict as per this section may be subject to disciplinary action by the Corporation.

- (6) There will be no local preference for purchases in compliance with the Discriminatory Business Practices Act, Revised Statutes of Ontario, 1990 Chapter D.12 and the Ontario Free Trade Agreement that does not allow for geographical preference as well in accordance with the updated Municipal Act requiring that a competitive bid process be open, fair and transparent.

TOTAL ACQUISITION COST

6. Where this By-law prescribes dollar limits, the Contract amount shall be the estimated Total Acquisition Cost less any rebates; not including sales taxes.

APPROVALS FOR FINANCIAL VALUES

7. (1) The following approvals must be secured based on the listed Financial Values:
- (a) any Contract for a Good, Service or Construction for a Financial Value of \$10,000.00 or less may be approved by a Director; or their designate;
 - (b) any Contract for a Good, Service or Construction for a Financial Value of \$15,000.00 or less may be approved by an Executive Director; or their designate;

- (c) any Contract for a Good, Service or Construction for a Financial Value of \$30,000.00 or less may be approved by a Deputy Chief Administrative Officer; or their designate;
 - (d) any Contract for a Good, Service or Construction for a Financial Value of \$75,000.00 or less may be approved by the Chief Administrative Officer;
 - (e) any Contract for a Good, Service or Construction for a Financial Value exceeding \$75,000.00 requires Council approval.
- (2) Despite any other provisions of this By-law, the following Contracts are subject to Council approval:
 - (a) any Contract requiring approval from the Ontario Municipal Board;
 - (b) any Contract where an irregularity precludes the Award of a Contract to the supplier submitting the lowest compliant bid.
- (3) The following approvals must be secured for Change Orders to approved Contracts:
 - (a) Non-Scope of Work Change Orders, a tolerance of 10% of the approved Project Cost in total for all Change Orders applies. Approval is subject to identified funding and may be secured from the Chief Administrative Officer up to his Approval Limit for Financial Values.
 - (b) Scope of Work Change Orders are subject to identified available funding and require approval from originating approver.

RESPONSIBILITIES AND AUTHORITIES

- 8. (1) Directors/Executive Directors shall be responsible for and shall have authority for all procurement activity and decisions within their Departments and are accountable for achieving the specific objectives of the procurement project.
- (2) Directors/Executive Directors have the authority to award contracts in the circumstances specified in this by-law provided that the delegated authority is exercised within the limits prescribed in this by-law, and the requirements of this by-law are met.

- (3) Directors/Executive Directors may delegate their authority, to suitably qualified and approved individuals, where appropriate. Directors/Executive Directors in conjunction with the Agent shall provide evidence that the contract pricing represents fair market value.
- (4) The Agent is responsible for:
 - (a) providing professional procurement advice and services to the Directors/Executive Directors;
 - (b) monitoring compliance with this by-law;
 - (c) notifying Directors/Executive Directors, in advance if possible, of non-compliance;
 - (d) informing Council that non-compliance with this by-law has occurred;
 - (e) determining if Goods, Service or Construction less than \$75,000.00, that have been restricted to single or sole source supply because of standardization, compatibility, cost effectiveness or similar justification is the overriding consideration and on any anniversary of the renewal of that restriction; and
 - (f) scheduling the public tender openings and ensuring a member of Council or the City Clerk or designate is present at opening.
- (5) The Agent may award a contract on behalf of a Director/Executive Director provided that the Agent is in receipt of a funded requisition and the requirements of this by-law are met.
- (6) The Chief Administrative Officer has the authority to instruct Directors/Executive Directors not to award contracts and to submit recommendations to Council for approval and may provide additional restrictions concerning procurement where such action is considered necessary and in the best interest of the City.

NOTIFICATION OF PROCUREMENT OPPORTUNITIES

- 9. (1) Notification of procurement opportunities for Goods, Services or Construction exceeding a Total Acquisition Cost of \$75,000.00 shall be made by Public Advertising, which advertising may include newspaper, web site listings and other forms of electronic advertising, and may be used for any other purchase.
- (2) Notification of procurement opportunities for Goods, Services or Construction may be supplemented by other means of notification where appropriate.

ACCESSIBILITY

10. (1) All Bidders, Suppliers and Contractors who provide Goods, Services or Construction to the City shall comply with the Accessibility for Ontarians Act, 2005, and all Regulations emanating therefrom.

PART V – PROCUREMENT PROCEDURES

PURCHASING PROCEDURES

11. (1) The Agent shall establish purchasing procedures consistent with the Purposes, Goals and Objectives set out in this By-law relating to:
- (a) the form, content and use of forms, whether electronic or printed, including purchase requisitions, purchase orders, bonds, letters of credit and other forms of guarantee or surety, tender, proposal and other contract documents;
 - (b) the identification of those Goods, Services or Construction which, are more effectively acquired through cooperative purchasing;
 - (c) the process to be followed in the issuing, receipt and evaluation of Tenders, Quotations and Requests for Proposals including the option of submitting documentation, payment or signature by electronic means pursuant to the *Electronic Commerce Act*, S.O. 2000, c.17, as amended;
 - (d) any other aspect of process or procedure not specifically provided for in this By-Law.
- (2) Where, in the opinion of the Agent, circumstances giving rise to an issue of adherence or non-adherence to the requirements of this By-law which cannot be resolved to the satisfaction of the Agent, the Agent shall advise the Commissioner of Finance/Treasurer who shall determine the issue and appropriate action.

PURCHASING CARDS

12. The Chief Financial Officer/Treasurer is responsible for the Purchasing Card program outlined in the City of Sault Ste. Marie's Purchasing Card Policy. The Purchasing Card Policy shall adhere to this Purchasing By-law.

STANDING PURCHASE ORDERS

- 13.** (1) A Standing Purchase Order may be used where:
- (a) one or more Departments repetitively order the same Goods, Services or Construction and the actual demand is not known in advance; or
 - (b) a need is anticipated for a range of Goods, Services or Construction for a specific purpose and for which convenience and location are major factors but the actual demand is not known at the outset.
- (2) The Agent shall establish and maintain Standing Purchase Orders.
- (3) To establish prices and select sources, the Agent shall employ the provisions contained in this by-law for the acquisition of Goods, Services or Construction.
- (4) More than one supplier may be selected where it is in the best interests of the City of Sault Ste. Marie and the Bid Solicitation allows for more than one.
- (5) The expected quantity of the specified Goods, Services or Construction to be purchased over the time period of the agreement will be as accurate an estimate as practical and be based, to the greatest extent possible, on previous usage adjusted for any known factors.

REQUEST FOR EXPRESSIONS OF INTEREST

- 14.** A Director/Executive Director or the Agent may conduct a request for expression of interest for the purposes of determining the availability of suppliers of any Goods, Services or Construction and for the purposes of keeping a list of available suppliers.

ENGAGEMENT OF CONSULTANTS

- 15.** Consultant procurement shall follow the regular procurement policies outlined within the by-law.

ENGAGEMENT OF LICENSED PROFESSIONALS

- 16.** (1) The following process shall be employed for engagement of licensed professionals for the performance of Routine Professional Services:
- (a) a request for Expressions of Interest shall be advertised annually in order to establish a Vendors of Record List. Notwithstanding the annual advertisement for EOI's, Suppliers may apply for inclusion on the Vendors of Record List at any time during the year;
 - (b) Staff shall pre-qualify Suppliers based on necessary Professional qualifications, past performance evaluations, and capacity to complete work; prior to acceptance on the Vendors of Record List;
 - (c) Procurement for Routine Professional Services will be drawn from Suppliers on the Vendors of Record List;
 - (d) informal written quotes will be obtained for assignments. Assignments will be recommended based upon fees, and pre-qualifications based on Section 16 (1) (b) above;
 - (e) approvals are subject to the approval limits stated within the by-law.
- (2) The regular procurement policies outlined within the by-law shall apply for engagement of Suppliers to perform Specialized Professional Services.

PROCUREMENT METHODS

- 17.** The following procurement methods are to be used for the purchase of Goods, Services or Construction at the listed Financial Values:

LOW DOLLAR VALUE PURCHASES (Not exceeding \$2,500.00)

- 18.** (1) Department requirements for Goods, Services or Construction having a low dollar value may be purchased with or without negotiation. This method of purchase will be used primarily for the purchase of low value goods where the cost and administrative burden of other methods of purchase may be equal to or greater than the price or value of the goods purchased. Employees are encouraged to use their own judgment to promote the principles of this policy in any direct purchase. The following procurement methods may be used:
- (a) Field Purchase Order to a value of \$2,500.00.
 - (b) Purchasing Cards to a value of \$2,500.00.

- (c) Purchase Order, subject to Section 31 of this By-law.
- (d) Direct Purchase/Approved Invoice.

REQUEST FOR QUOTATION
(Acquisition costs between \$2,500.00 and \$75,000.00)

19. (1) Purchasing requirements for Goods, Services or Construction having an estimated Total Acquisition Cost between:
- (a) \$2,500.00 and \$15,000.00 may be made by an informal Request for Quotation where written specifications are presented to the vendors by an authorized person and a written quotation is returned that is to be filed or forwarded to Purchasing, if required;
 - (b) \$15,000.00 and \$75,000.00 may be made by formal Request for Quotation where Purchasing will distribute a full written Quotation to be signed and sealed and returned by the vendor to Purchasing.
- (2) In appropriate circumstances, the Request for Proposal or the Request for Tender processes may be utilized for the purchase of Goods, Services or Construction in this Total Acquisition Cost range.
- (3) The competitive method of purchase used to purchase the Goods, Services or Construction in this Total Acquisition Cost range shall demonstrate that Fair Market Value was achieved. The specifications for the goods and services and terms of purchase will be established with sufficient particularity to permit comparable quotations to be made by suppliers. A sufficient number of suppliers shall be requested to submit quotations on the specifications and terms of purchase so that at least three responsive quotations are received, where practical.

REQUEST FOR TENDER
(Acquisitions exceeding \$75,000.00)

20. (1) A Request for Tender shall be used for purchases exceeding \$75,000.00 where all of the following criteria apply:
- (a) two or more sources are considered capable of supplying the requirement;
 - (b) the requirement is adequately defined to permit the evaluation of tenders against clearly stated criteria; and
 - (c) it is intended that the Lowest Compliant Bid will be accepted without negotiations.

- (2) The Director/Executive Director in charge of the Bid Solicitation or the Agent, on behalf of such Director/Executive Director, may Award Contracts emanating from a Request for Tender provided that:
 - (a) the Award is to the Lowest Compliant Bidder;
 - (b) the estimated Total Acquisition Cost of Goods or Service does not exceed \$75,000.00; and
 - (c) the provisions of this By-law are complied with.
- (3) The Director/Executive Director or Agent shall follow the provisions of Section 31 of this By-law regarding the form of contract required to complete the purchase.
- (4) This is a competitive method of purchase, which may include supplier or contractor pre-qualification. The tender process follows the general procedures set out below:
 - (a) Contractor and Supplier Qualification (if applicable);
 - (b) Development of Specifications and Contract Terms;
 - (c) Publication and Solicitation of Tenders;
 - (d) Receiving and Opening of Bids;
 - (e) Bid Evaluation and Selection.

The specifications and contract terms are detailed within the tender documents in such a degree that there is no prospect of negotiations between the parties. It is intended to accept the lowest priced compliant bid, as the bidders must meet all the terms, conditions and specifications.

REQUEST FOR PROPOSAL

- 21.** (1) A Request for Proposal shall be used where:
- (a) the requirement is best described in a general performance specification. In this competitive method of purchase, some or all of the specifications and contract terms may not be finally determined with sufficient certainty to form the basis of a final contract before proposals are solicited and submitted. It may be expected that there will be some variation in the final specification and contract terms among and between responsive proponents;

- (b) owing to the nature of the requirement, suppliers are invited to propose innovative solutions to a problem, requirement or objective and the selection of the supplier is based on the effectiveness of the proposed solution rather than on price alone; or
 - (c) to achieve best value, the award selection will be made on an evaluated point per criterion or other method involving a combination of mandatory and desirable requirements or it is expected that negotiations with one or more bidders may be required with respect to any aspect of the requirement.
- (2) Where the Contract price is anticipated to be \$15,000.00 or greater and the Request for Proposal method of procurement is utilized, the Agent, at their discretion, may be a member of the committee formed to evaluate the response to the Request for Proposal.
- (3) The Agent shall maintain a list of suggested evaluation criteria for assistance in formulating an evaluation grid, which criteria may include, but are not limited to, factors such as approach, equipment and facilities, experience and qualifications, methodology, past performance and scheduling, price and strategy.
- (4) The Director/Executive Director in charge of the particular Bid Solicitation or the Agent, on behalf of such Director/Executive Director, may award Contracts emanating from a Request for Proposal provided that:
 - (a) the estimated Total Acquisition Cost of the Goods, Services or Construction does not exceed \$75,000.00;
 - (b) the award is to be made to the supplier meeting all mandatory requirements and determined, by reference to an evaluation grid, as providing best value;
 - (c) sufficient funds are available and identified in appropriate accounts within Council Approved Budgets; and
 - (d) the provisions of this By-law are complied with.
- (5) The Director/Executive Director and Agent shall follow the provisions of Section 31 of this By-law regarding the form of contract required to complete the purchase.

NON-COMPETITIVE METHOD

- 22.** (1) The Non-Competitive Method refers to the negotiation of an agreement for the purchase of Goods, Services and Construction from a Supplier where there is no open competition. This may be defined as the use of a Sole Source or Single Source as appropriate.

- (2) Non-competitive purchasing must be authorized by:
 - (a) the Agent for Purchases between \$2,500.00 and \$15,000.00;
 - (b) the Agent with the approval of the CAO for Purchases between \$15,000.00 and \$75,000.00;
 - (c) City Council for Purchases of more than \$75,000.00.
- (3) Authorization of the use of the Non-Competitive Method may be considered upon receipt of written details and reasons by the requesting party; where one or more of the following factors are present:
 - (a) the standardization or compatibility of a Purchase with existing equipment, product standards, facilities or service is a paramount consideration;
 - (b) a Good or Service is purchased for testing or trial use;
 - (c) there is an absence of competition for technical reasons and the Goods, Services and/or Construction can only be supplied by a particular Supplier;
 - (d) the City has a rental contract with a purchase option and such purchase option is beneficial to the City;
 - (e) no bids were received in response to a Bid Solicitation or Quotation Procedure; or,
 - (f) a business case can be made to establish that the purchase is in the best interests of the City.

IN HOUSE BIDS

- 23. In House Bids may be used for the procurement of Goods, Services or Construction in circumstances where the Chief Administrative Officer considers it appropriate to do so.

GUARANTEE OF CONTRACT EXECUTION AND PERFORMANCE

- 24. (1) The Agent may require that a Bid be accompanied by a Bid Bond or other similar security to guarantee entry into a Contract. Unless otherwise specified, in circumstances where a Bid Deposit is required, the refundable deposit requirements for Requests for Tenders/Quotations and Requests for Proposals shall be as follows:

<u>ESTIMATED ACQUISITION COST</u>	<u>TYPE OF SECURITY</u>	<u>MINIMUM DEPOSIT REQUIRED</u>
Less than 25,000.00	Certified Cheque or Irrevocable Letter of Credit	5%
Greater than \$25,000.00	Bid Bond, Certified Cheque or Irrevocable Letter of Credit	10%

- (2) Prior to the commencement of the work, the successful bidder may be required to provide the following security in addition to the security referred to in Subsection 20.(1):
- (a) a Performance Bond to guarantee the performance of a Contract;
 - (b) a Labour and Material Payment Bond to guarantee the payment of labour and materials supplied in connection with a Contract;
 - (c) or an Irrevocable Letter of Credit.
- (3) The Director/Executive Director and Agent shall select the appropriate means to guarantee execution and performance of the Contract. Means may include one or more of, but are not limited to, surety bonds or other forms of security deposits, provisions for liquidated damages, progress payments and holdbacks.
- (4) Prior to the commencement of work on a City property or as required by the Director/Executive Director or Agent, a Contractor must be compliant with the requirements of the City's Contractor Pre-Qualification Program as established by the Human Resources Department.

CONTRACT WITHOUT BUDGETARY APPROPRIATION

- 25.** Where a requirement exists to initiate a project for which Goods, Services or Construction are required and funds are not contained within the Council Approved Budget to meet the proposed expenditure, the Commissioner shall, prior to commencement of the purchasing process, submit a report to Council containing:
- (a) information surrounding the requirement to contract;
 - (b) the terms of reference to be provided in the Contract;
 - (c) information on the availability of the funds within existing estimates, which were originally approved by Council for other purposes, or on the requirement of additional funds.

BIDS IN EXCESS OF PROJECT ESTIMATES

26. (1) Where Bids are received in response to a Bid Solicitation but exceed project estimates, the Commissioner in charge of the Bid Solicitation and the Agent, jointly, may enter negotiations with the Lowest Compliant Bidder to achieve an acceptable Bid within the project estimate.
- (2) Negotiations shall be conducted in accordance with the guidelines established by the Canadian Construction Documents Committee.

EMERGENCY PURCHASES

27. (1) Where an Emergency exists requiring the immediate procurement of Goods, Services or Construction, a Director/Executive Director or the Agent may purchase the required Goods, Services or Construction by the most expedient and economical means, notwithstanding any other provision of this By-Law. As soon as practicable thereafter, the Agent shall comply with Section 31 of this By-law.
- (2) For all Emergency purchases made by a Director/Executive Director, the Director/Executive Director shall as soon after the purchase as reasonably possible, notify the Agent with a written report detailing the circumstances of the Emergency. The Director/Executive Director and the Agent in all circumstances shall make a report to Council where the Emergency purchase exceeds \$75,000.00.

COOPERATIVE PURCHASING

28. (1) The City of Sault Ste. Marie may participate with other government agencies or public authorities in cooperative purchasing where it is in the best interests of the City of Sault Ste. Marie to do so and where the purposes, goals and objectives of this By-law are complied with by such government agencies and public authorities.
- (2) The policies of the government agencies or public authorities calling the cooperative Bid Solicitation are to be the accepted policy for that particular purchase.

IDENTICAL TENDERS

- 29.** (1) If the lowest Compliant Bids from two or more bidders are identical in Total Acquisition Cost or unit price, the Agent, with the consent of the Director/Executive Director in charge of the Bid Solicitation, is authorized to enter into negotiations with the bidders who have submitted the identical prices in an attempt to obtain a lesser price and shall maintain a record in respect of such negotiations.
- (2) The Agent shall not reveal information pertaining to such negotiations or the manner in which the final price was determined to any of the bidders concerned. The Agent shall include as part of the record, a report concerning the results of such negotiations.
- (3) When negotiations are not successful in breaking the identical tenders, then the bidders involved will be so informed and advised that the tender to be accepted will be determined by means of a draw. The names of the tied bidders shall be placed in a container and the tender to be accepted shall be drawn by a Designated Official. The time and location of the draw shall be set by a Designated Official and the bidders shall be so advised in order that they may be present. The following shall be present:
- (a) Designated Officials;
 - (b) The Agent; and
 - (c) Any of the bidders, or their authorized representative.

Should any bidder elect not to be represented at the draw, the draw will proceed regardless.

BID IRREGULARITIES

- 30.** The process for administering irregularities contained in Bids pertaining to all Contracts shall be as set out in Schedule "B". For an irregularity listed in the first column of Schedule "B", the applicable response is set out opposite the irregularity in the second column of Schedule "B".

CONTRACTUAL AGREEMENT

- 31.** (1) The Award of a Contract over \$2,500.00 shall be made by way of an agreement, or as a Purchase Order.
- (2) A Purchase Order is to be used when the resulting Contract requires only the City of Sault Ste. Marie's standard contractual terms and conditions.

- (3) A formal agreement is to be used when the resulting Contract is complex and will contain terms and conditions other than the City of Sault Ste. Marie's standard contractual terms and conditions.
- (4) It shall be the responsibility of the Director/Executive Director in charge of the particular Bid Solicitation, with the Agent or the City Solicitor, to determine if it is in the best interests of the City of Sault Ste. Marie to establish a formal agreement with the supplier.
- (5) Where it is determined that a formal agreement is required, the formal agreement shall be reviewed and approved for execution by the City Solicitor, or designate.
- (6) Where a formal agreement is required, the Mayor, or designate, shall execute the agreement in the name of City of Sault Ste. Marie.
- (7) Where a formal agreement is issued, the Agent may issue a Purchase Order incorporating the formal agreement.
- (8) Where a formal agreement is not required, the Agent shall issue and execute a Purchase Order incorporating the relevant terms and conditions.

SURPLUS AND OBSOLETE GOODS

- 32.**
- (1) Disposal of surplus assets is the responsibility of the Purchasing Division. The Agent must dispose of all Goods for which a Department no longer has use and the Agent may use any method for disposal in the City of Sault Ste. Marie's best interests, including without limitation, transfer to another Department, public auction, public tender, trade, or negotiated sale.
 - (2) An employee who has the responsibility of declaring Goods surplus or obsolete, or for sending items to a public auction shall not bid on or personally obtain any Goods that the employee has declared as surplus.
 - (3) No one shall be permitted to purchase surplus or obsolete Goods except by purchase at public auction, public tender, trade or negotiated sale.
 - (4) If it is determined that the goods have no residual value, the Agent may dispose of them in an accredited landfill site or other environmentally responsible manner.

NOTWITHSTANDING

33. No provision of the By-Law precludes a Director/Executive Director or the Agent from recommending an award to City Council where in the opinion of a Director/Executive Director or the Agent, it is in the best interest of the City to do so.

PART VI – OTHER

ACCESS TO INFORMATION

34. The disclosure of information received relevant to the issue of Bid Solicitations or the Award of Contracts emanating from Bid Solicitations shall be made by the appropriate officers in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, as amended.

BY-LAW REVIEW

35. (1) This By-law shall be reviewed every five (5) years or where circumstances warrant a more frequent review. Any amendments resulting therefrom shall be submitted to Council for approval.
- (2) The review shall determine how effective this By-law has been in achieving the objectives set out in Section 2 of the By-law as well as the requirements of the *Municipal Act, 2001*, as amended.
- (3) The review may be undertaken by an inter-departmental committee, the final result of which shall be comprised of a report to Council, by the Agent.

SCHEDULES "A", "B", and "C"

36. Schedules "A", "B", and "C" hereto form part of this by-law.

EFFECTIVE DATE

37. This By-law shall come into force and take effect on the 12th day of September, 2016.

BY-LAW 2016-50 REPEALED

38. By-law 2016-50 is hereby repealed and replaced by By-law 2016-143.

Read THREE times and PASSED in open Council this 12th day of September, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

PROCUREMENT POLICY & PROCEDURES

SCHEDULE "A"

To BY-LAW 2016–50 of the City of Sault Ste. Marie

The purchasing methods described in this by-law do not apply to the following Goods and Services, some of which are regulated by other policies or Council:

1. Employer's General Expenses including:
 - (1) Statutory Remittances
 - (2) Licenses, certificates & other approvals required (Vehicle, Firearms, etc.)
 - (4) Debt Payments
 - (5) Grants to Others
 - (6) Damage Claims
 - (7) Investments
2. Utilities/Communication
3. Miscellaneous
 - (1) Employee Computer Purchase Plan (as covered by the Employee Computer Purchase Plan Policy)
 - (2) Refunds and Overpayments
 - (3) Fees or Levies of other Boards and Agencies
 - (4) Real property purchases
4. Costs Associated with Public Events
 - (1) Event Payouts as specified in Contracts which authority is delegated to staff as per by-law

PROCUREMENT POLICY & PROCEDURES

SCHEDULE "B"

To BY-LAW 2016-50 of the City of Sault Ste. Marie

POLICY FOR CONSIDERING IRREGULARITIES IN BIDS

Extreme care shall be exercised to ensure that Irregular Bids are handled in a manner which is fair to other bidders as well as the public.

The decision as to whether an improper bid shall be accepted or rejected, shall be based upon the following general considerations;

1. is the intention of the bidder clear?
2. has the bidder made a conscientious attempt to comply with the submission requirements?

The following are guidelines only, intended to illustrate some of the discretion allowed. The Manager of Purchasing will review each case.

	<u>IRREGULARITY</u>	<u>RESPONSE</u>
1.	Late Bids	Automatic rejection, not opened or read publicly and returned unopened to the bidder
2.	Unsealed Tender Envelopes	Automatic rejection
3.	Tenders received by Facsimile (FAX)	Automatic rejection
4.	Proper Tender Envelope Not Used	Acceptable if the envelope is properly sealed. Automatic rejection if the envelope is not sealed
5.	Insufficient financial security (no deposit or bid bond or insufficient deposit (includes deposit cheque not certified) or bid bond	Automatic rejection unless insufficiency is trivial or insignificant
6.	Bids not completed in ink or in type	Automatic rejection
7.	Incomplete bids (part bids - all items not bid)	Automatic rejection unless part bid specifically permitted by tender documents
8.	Illegible or obscure bids or bids which contain additions not called for, erasures, alterations, errors or irregularities of any kind	May be rejected as informal
9.	Qualified bids (bids qualified or restricted by an attached statement)	Automatic rejection

	<u>IRREGULARITY</u>	<u>RESPONSE</u>
10.	Bids received on documents other than those provided by the City	Automatic rejection
11.	Bids containing minor clerical errors	48 hours to correct and initial errors
12.	Execution of Agreements to Bond - Bonding company corporate seal or signature missing from agreement to bond	Automatic rejection
13.	Execution of Bid Bonds (a) Corporate seal or signature of the bidder, or both, missing (b) Corporate seal or signature of bonding company missing	48 hours to correct Automatic rejection
14.	Other Bid Security - Uncertified Cheques	Automatic rejection
15.	Tender Documents - Execution (a) Corporate seal or witness signature missing but Signing Officer signature present (b) Signing Officer signature missing (c) Corporate seal or witness affixed but Signing Officer signature missing	48 hours to affix Automatic rejection Automatic rejection
16.	Erasures, Overwriting or Strike-Outs which are not initialed: (a) Uninitialed changes to the tender documents which are minor (example: the tenderer's address is amended by over-writing but not initialed) (b) Unit prices in the Schedule of Prices have been changed but not initialed (c) Other mathematical errors which are not consistent with the unit prices	48 hours to initial 48 hours to initial 48 hours to initial corrections to be made by department
17.	Failure to attend <u>mandatory</u> pre-submission meeting or visit	Automatic rejection
18.	Tender documents which suggest that the tenderer has made a major mistake in calculations of tender	Consultation with the City Solicitor on a case by case basis and report to CAO

PROCUREMENT POLICY & PROCEDURES

SCHEDULE "C"

To BY-LAW 2016–50 of the City of Sault Ste. Marie

POLICY FOR INCORPORATING ACCESSIBILITY CRITERIA AND FEATURES IN PROCUREMENT

In accordance with Province of Ontario Statutes and Regulations, the City shall incorporate accessibility criteria and features in its procurement practices so that goods, services, and facilities are accessible to people with disabilities, unless it is not practicable to do so.

If the Director/Executive Director determines that it is not practicable to incorporate accessibility criteria and features when procuring a particular good, service or facility, the Director/Executive Director shall provide, upon request, an explanation.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2016-145

AGREEMENT: (S3.1(1)) A by-law to authorize the execution of a contract between the City and the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) for the establishment of local land ambulance service standards and the delivery of the forgoing 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 a contract dated September 12, 2016 between the City the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) for the establishment of local land ambulance service standards and the delivery of the forgoing services, a copy of which is attached as Schedule "A" hereto.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 12th day of September, 2016.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

LAND AMBULANCE SERVICE CONTRACT

BETWEEN:

**DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES
ADMINISTRATION BOARD**

hereinafter referred to as "the DSSMSSAB"

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

hereinafter referred to as "the Operator"

WHEREAS THE DSSMSSAB is, pursuant to the provisions of the Ambulance Act, R.S.O. 1990, c. A.19, as amended (hereinafter referred to as "the Act"), responsible for the provision of land ambulance services throughout the geographic area of The District of Sault Ste. Marie;

AND WHEREAS the DSSMSSAB has committed to establishing local land ambulance service standards and has committed to ensure that local land ambulance services will continue to be provided in accordance with the Ambulance Act, its associated regulations and the DSSMSSAB Mission Statement;

AND WHEREAS the Operator has agreed to undertake the delivery of the foregoing services all in accordance with the terms and conditions set out in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements and subject to the terms and conditions set forth in this Agreement, the parties agree as follows:

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SECTION 1 - DEFINITIONS

1. In this Agreement;
 - a) "Ambulance Act" and "Act" means the Ambulance Act, RSO, 1990 as amended and any applicable regulations thereunder.
 - b) "Ambulance" and "ambulance service" have the same meaning that they have under the Act, as amended from time to time.
 - c) Intentionally Deleted
 - d) "CACC" means Central Ambulance Communications Centre, or the dispatch centre designated by the DSSMSSAB.
 - e) "DSSMSSAB" means the District of Sault Ste. Marie Social Services Administration Board.
 - f) "DSSMSSAB Liaison" means the person(s) appointed by the DSSMSSAB to liaise with the Operator on items outlined in the agreement. The DSSMSSAB will inform the Operator in writing upon assignment of the Liaison and of any changes in this appointment.
 - g) "Dispatcher" has the same meaning that it has under the regulations, as amended from time to time.
 - h) "Duty Officer" means the staff member of the Operator who will accept full responsibility for all duties and obligations of the ambulance crew(s) on each shift.
 - i) "EMS" - means Emergency Medical Services. In this document, the acronym EMS is used specially to comprehensively describe all emergency and non-emergency ambulance service as defined by the Ambulance Act.
 - j) "Emergency Health Services Branch" or "EHSB" means the branch responsible for the Act and Regulations through the Ministry of Health and Long Term Care.
 - k) "Emergency Medical Attendant" or "EMA" has the same meaning that it has under the Act or the regulations, as amended from time to time.
 - l) Intentionally Deleted
 - m) "Operator" - The terms provider, operator and contractor are used interchangeably to mean the entity(ies) selected by the DSSMSSAB to deliver EMS services on its behalf. The entity(ies) includes the officers, servants and employees thereof.
 - n) "Paramedic" means a person who meets all the requirements of the Ambulance Act for full time employment as a paramedic.
 - o) "Regulations" means the regulations made under the Act, including 257/00 relating to the general operation of land ambulance services.

- p) “Service Area” means the geographic area under the jurisdiction of the DSSMSSAB.

SECTION 2 - GENERAL

1. Commencing on and including September 25, 2016, and, subject to this agreement, for a term ending December 31, 2018, the Operator shall provide the DSSMSSAB with land ambulance service for the Service Area in accordance with the requirements of the Act, the regulations enacted under the Act and the terms and conditions of this contract.
2. The DSSMSSAB, at its discretion and with the approval of the Operator, may elect to extend the term of the contract for the subsequent periods up to two (2) years each. The DSSMSSAB shall provide the Operator with written notice of its intention to negotiate such an extension at least six (6) months prior to the expiration of this contract or any extension thereof. The negotiation of the terms and conditions of any extension must be completed on or before July 1, 2018, for the first extension, and on or before July 1st prior to each extension. In the event the Operator does not wish to extend the contract with the DSSMSSAB, the Operator shall so inform the DSSMSSAB in writing within 30 days of receiving notice from DSSMSSAB of its intention to offer an extension of the contract to the Operator.
3. Under the terms of this agreement:
 - a) The DSSMSSAB will bear overall public accountability for land ambulance services within the service area and will maintain authority over public policy decisions pertaining thereto. The Operator will be accountable to the DSSMSSAB for the management and administration of the day-to-day land ambulance service delivery operation;
 - b) Both parties to this agreement will uphold the following five fundamental principles for the delivery of quality pre-hospital care: accessibility, integration, seamlessness, accountability and responsiveness;
 - c) The Operator will establish and maintain Quality Assurance programs and practices subject to the prior approval of the DSSMSSAB ;
 - d) The Operator and the DSSMSSAB Liaison will work with other emergency services, including area Fire Departments in designing and implementing complementary and effective emergency services;
 - e) The Operator will provide the DSSMSSAB with service performance, financial information and all other required information in a timely fashion subject to confidentiality requirements or restrictions in Section 15.
4. All costs under this agreement are to be paid by the DSSMSSAB. The Operator shall provide the services in accordance with Appendix “B” and the operating budgets as defined in Appendix “A”.
5. From time to time the DSSMSSAB may, upon at least 60 days notice, require changes to services, service levels or to respond to statutory changes, to Ministry or DSSMSSAB

directives. Any additional costs incurred as a result of such changes shall be borne by the DSSMSSAB, subject to the provisions of Section 34.

6. The Operator shall provide all staff, supplies, office equipment, facilities and accommodations which are necessary to provide the services, provided such staff, supplies, equipment, facilities and accommodations are accounted for in the annual operating budget referenced in Appendix "A". All property purchased with SSMDSSAB funding under this Agreement shall be and remain the property of SSMDSSAB.
7. The Operator shall appoint an individual who will serve as the Operator's liaison who will be empowered to speak on behalf of the Operator and on all corporate and contractual matters relative to this agreement.
8. The Operator shall not be required to provide its services exclusively to the DSSMSSAB provided that the Operator's obligations to the DSSMSSAB under this contract shall always be met.
9. The Operator shall carry out all of its operations in a safe environment and in full compliance with the requirements of all applicable legislation including the Occupational Health and Safety Act.
10. In carrying out the services contemplated hereunder, the Operator and his/her employees shall comply with all federal, provincial and municipal statutory, regulatory and administrative requirements of competent jurisdiction.
11. The Operator shall be responsible to comply with all terms and conditions of the service delivery and funding agreement between the MOHLTC and the DSSMSSAB as designated delivery agent of ambulance service thereunder from time to time during the term of this agreement the current contract being attached as Appendix "C".
12. The Operator shall provide the DSSMSSAB with an up to date draft operations and service plan for approval by the DSSMSSAB as required by Appendix "B".
13. The parties agree that unless a party has elected to terminate this Agreement pursuant to Section 19, the procedure set out herein shall be followed to resolve any dispute between the parties, in the following order:
 - a) The parties shall continue to fully perform their respective obligations under this Agreement while pursuing the following dispute resolution process:
 - b) The Operator Liaison appointed pursuant to Section 2.8 and the DSSMSSAB Liaison shall attempt to solve the dispute between them but neither shall have authority to modify or amend this Agreement;
 - c) If the Operator Liaison and the DSSMSSAB Liaison have not resolved the dispute within ten (10) business days, they shall refer the issue to their respective CAOs who will jointly endeavour to resolve the dispute within not more than 60 days. If the dispute is not resolved after that period of time it shall be referred to the SSMDSSAB Board for final

decision and such decision shall be binding upon the parties during the continuation of this Agreement.

SECTION 3 - SERVICE STANDARDS

1. The Operator warrants that throughout the term of this Agreement it will hold and retain all licences, permits, certificates, consents, authorizations, etc., required under the Act to operate a land ambulance service. The Operator shall, at all times, maintain such certificate during the currency of this Contract. The Operator shall produce a copy of such certificate to the DSSMSSAB forthwith upon request. The Operator will advise the DSSMDSSAB, as soon as it has received any notification that the certificate described in this paragraph is, at any time, under review for possible termination, suspension, about to lapse or be made conditional.
2. In the event that the licence, permit, certificate, consent, authorization, etc., described in paragraph 1 is, at any time, terminated, suspended, allowed to lapse or made conditional, the Operator shall forthwith notify the DSSMSSAB. Upon receipt of such notice, the DSSMSSAB may, at its option, forthwith terminate this Contract.
3. The Operator shall provide a staff person(s), as Operator Liaison for the purpose of addressing all service delivery issues. The Operator shall ensure that contact with and access to this individual(s), in person or by electronic means, be provided continuously to the Operator's employees, CACC and the DSSMSSAB Liaison.
4. The Operator shall ensure, under normal circumstances, that two (2) qualified Paramedics staff any ambulance call. Each Paramedic shall hold the qualifications as set out in the Regulations or meet such conditions as from time to time may be prescribed by regulation or determined by the Medical Director.
5. Where the Operator proposes to employ a new Paramedic, the Operator shall do so in accordance with the Act. The Operator shall make every reasonable and practical effort to recruit qualified Emergency Medical Care Assistants (EMCA's) with proper qualifications, depending on the specific vacancy category.
6. The Operator shall, in the provision of the services:
 - a) abide by the provisions of the Ambulance Act and all other relevant legislation.
 - b) provide service in accordance with the Act, patient care standards issued under the Act and this Agreement as required by Appendix "B".
 - c) supply uniforms, flashing and identification devices approved by DSSMSSAB and ensure that each employee is clean and well groomed and wears a complete uniform while on duty or on authorized assignments.
 - d) only use employees current in all certifications and all other mandatory programs.

SECTION 4 - LABOUR RELATIONS / BUSINESS CONTINUITY

1. The Operator acknowledges that it is the employer of all EMS staff and other personnel engaged in providing services to the DSSMSSAB in connection with this Agreement.
2. The Operator will carry out its responsibilities in an appropriate and proper manner in accordance with the Act.
3. The Operator shall establish and maintain a labour/management environment that promotes the effective, efficient and uninterrupted delivery of the service which shall include dispute resolution and a labour/management communications strategy. The Operator will comply with the Ambulance Services Collective Bargaining Act, 2001.
4. The Operator shall maintain an active Health and Safety Program in accordance with the Act, the Occupational Health and Safety Act, R.S.O. 1990, c. O.1, the Workplace Safety and Insurance Act, R.S.O. 1990, c. W.11 and any relevant employee contracts or collective agreements. The Operator acknowledges that it is the employer of its staff for the purpose of such statutes and that the Operator shall comply with all obligations of an employer under the said legislation or similar statutes.
5. Where it appears that the Operator may not be able to fulfil its obligations to provide continuous service as required by this Contract, the Operator shall forthwith notify the DSSMSSAB in writing. If an existing or expected strike, lock-out or other labour disruption is the cause for such notice, the Operator shall use the applicable Collective Agreement(s) and statutory provisions of the Ambulance Act which requires an Essential Services Agreement (ESA) to maintain and provide continuous service. At its option following receipt of such notice, the DSSMSSAB may, at such date as it may designate, suspend the operation of this Contract for such time period as the DSSMSSAB deems appropriate in the circumstances. The DSSMSSAB may, at its option, recover DSSMSSAB owned vehicles and equipment from the Operator, assume the lease or occupancy of any or all facilities used as ambulance bases and engage other persons to provide the services during any period of suspension. No claim whatsoever shall be made by the Operator against the DSSMSSAB for any losses, costs, damages, expenses or fees resulting directly or indirectly from the suspension, and the Operator hereby releases the DSSMSSAB from any such claim.
6. DSSMSSAB shall be guaranteed uninterrupted access and use of bases and facilities owned or leased by the Operator during any period of suspension.
7. The DSSMSSAB shall indemnify and hold harmless the Operator with respect to any third party claims of any nature whatsoever relating to the operation of the ambulance service during the period of suspension of this Agreement for causes described in paragraph 3 above.

SECTION 5 - TRAINING AND TESTING OF PERSONNEL

1. The Operator shall ensure that all minimum standards for commencing employment, and for continuing education of Paramedics as set by the Minister of Health and Long Term Care, are maintained.
2. The Operator shall be responsible for assessing the training needs of each employee and shall ensure that all training needs are met. The Operator shall make every reasonable and practical attempt to provide such needed training directly or in conjunction with support groups such as Emergency Health Services Branch or any other agency or program, where applicable.
3. Where appropriate, the DSSMSSAB shall consult with the Operator in matters pertaining to the training and testing of the Operator's personnel.

SECTION 6 - UNAUTHORIZED PASSENGERS

1. The Operator shall make every reasonable and practical effort to ensure that no unauthorized persons travel as a passenger or crewmember in any ambulance service vehicle while the vehicle is in use pursuant to the terms of this Agreement. Authorized persons shall include; employees of the Operator; authorized agents of the DSSMSSAB; authorized servants or agents of the Crown; persons requiring land ambulance service pursuant to the Act, the regulations and this Agreement; medical attendants or escorts for such persons; any other person, such as a family member or observer, authorized in advance by the Operator.

SECTION 7 - VEHICLES AND EQUIPMENT

1. It is acknowledged and agreed that vehicles and equipment required to provide service under this agreement shall be provided by the DSSMSSAB and be leased to the Operator for \$1.00 per year.
2. Such vehicles and equipment shall, at all times remain the property of the DSSMSSAB and will be from time to time replaced by the DSSMSSAB in accordance with a vehicle and equipment replacement program. The vehicle and equipment replacement program is to be developed by the DSSMSSAB with input from the Operator.
3. The Operator shall not at any time transfer, sublease, pledge, assign, charge or post as security of any kind, the said vehicles or equipment.
 - a) The DSSMSSAB covenants that each vehicle provided or approved in accordance with Section 1 shall have all the features, equipment and supplies required by the standards referenced in the Regulations.
 - b) the DSSMSSAB shall be entitled to approve the name of the service and the design and colour schemes of all logos, signage, uniforms, flashing and badges to be used by the land ambulance service subject to any MOHLTC requirements and shall hold all rights to such names, designs and other intellectual property therein.

4. Where equipment is left at some place other than the vehicle to which it has been assigned, the Operator shall make all such arrangements as necessary to ensure that the equipment is either returned or replaced in a timely fashion.
5. The DSSMSSAB Liaison may at any time and with notice, directly observe and/or inspect the ambulances and the Operator's facilities and employees. This will include ride-alongs in the company of the Duty Officer. The DSSMSSAB shall ensure that the DSSMSSAB Liaison shall, while on such ride-alongs (a) comply at all times with the requirements of the Act and the Regulations and the instructions of the Operator and (b) use best efforts to minimize interference with the day-to-day operations of the Operator.
6. The Operator shall be responsible for all traffic infractions, fines and penalties incurred in the operation or use of any vehicle or equipment.
7. The Operator shall, at all times be responsible for registering, licensing, testing, inspecting and maintaining all vehicles and equipment provided by the DSSMSSAB under this Agreement in accordance with existing federal, provincial and municipal regulations and Appendix B..
8. The Operator shall not permit any person to drive or operate an ambulance without a valid and current Ontario Class "F" drivers licence.
9. The Operator shall ensure that all equipment, materials, supplies and vehicles provided by or paid for by the DSSMSSAB for use in the provision of land ambulance service is marked/identified to show ownership in a manner approved by the DSSMSSAB.

SECTION 8 - MAINTENANCE OF VEHICLES AND EQUIPMENT

1. The Operator shall properly care for, maintain and operate such vehicles and equipment in accordance with the Act, directives from EHSB, the guidelines of the manufacturer and this Contract. The Operator shall ensure that each vehicle and item of equipment is kept clean and sanitary.
2. Both parties acknowledge and concur that the approved annual operating budget contained in Appendix "A" provides for the normal operation and maintenance of the vehicles and equipment. The Operator agrees to pay all normal operating expenses and keep the vehicles and equipment in good working order. The Operator shall provide equipment maintenance reports to the DSSMSSAB at such times as the DSSMSSAB determines.
3. Both parties acknowledge and concur that incidents of vehicle maintenance / repair exceeding \$5,000 (except where covered by insurance) are not accounted for in the approved annual budget referenced at Appendix "A", and that the DSSMSSAB will be responsible for the costs of such incidents arising as a result of, but not included in or considered as part of, the normal operation and maintenance of the vehicles. The Operator shall notify the DSSMSSAB Liaison of any repair and maintenance requirements exceeding \$5,000 immediately upon becoming aware of such requirements and the DSSMSSAB must provide prior written approval before any such required major repair or major maintenance is undertaken.

4. The Operator shall not modify or make any changes to the vehicle or equipment provided by or paid for by the DSSMSSAB without prior written approval of the DSSMSSAB. No changes shall be made that would result in the vehicle or equipment no longer meeting the approved standards.

SECTION 9 – CONSUMABLES

1. The Operator shall provide the materials and supplies required for the provision of the services.

SECTION 10 - RADIO AND OTHER COMMUNICATIONS EQUIPMENT

1. It is acknowledged that ownership and maintenance responsibilities with respect to radio and other communications equipment rest with the Ontario Ministry of Health or other agencies as may be assigned.
2. Radio and other communications equipment, or appropriate funding for such equipment, required for the provision of land ambulance service in accordance with this Agreement shall be provided to the Operator by the Province of Ontario or the DSSMSSAB in accordance with the directives on telecommunication equipment.
3. Subject to paragraphs 1 and 2 above, the Operator shall ensure that all radio and communications equipment provided or approved by the Province for use in the provision of ambulance service is in a safe operating condition and is in proper working order. The Operator shall immediately report to Central Ambulance Central Communications and the DSSMSSAB any malfunction of radio and communications equipment provided or approved by the Province for use in the provision of ambulance service. The Operator shall schedule repair and maintenance in accordance with the directives and/or local Central Ambulance Communications Centre policy regarding maintenance and use of communications equipment. The Operator shall ensure that all radio equipment is protected from damage due to misuse or lack of maintenance.
4. The Operator shall use only such radio and communications equipment in the delivery of land ambulance service as is approved by the Ministry of Health and the DSSMSSAB.

SECTION 11 – ACCOMMODATIONS / BASE STATIONS

1. The Operator shall provide accommodations for the ambulance service and its vehicles, equipment and personnel in the manner defined by the DSSMSSAB approved operating plan and service levels.
2. Prior to the completion of any lease agreement the Operator shall secure the DSSMSSAB's approval of the terms and conditions in writing.

3. The operator shall name the DSSMSSAB as a third party to all station lease and insurance arrangements so that in the event of a default or loss of this contract the DSSMSSAB shall be guaranteed uninterrupted access and use of the stations.
4. In the event of a default, suspension or termination of this Agreement, the DSSMSSAB shall be guaranteed uninterrupted access and use of stations owned, leased or occupied by the Operator at no charge for a period of not less than the original term of this Agreement.
5. Upon the expiry of this Agreement, or in the event that this Agreement is not extended beyond the initial term, the Operator will endeavour to provide the DSSMSSAB with uninterrupted access and use of the stations owned, leased or occupied by the Operator for six (6) months under the current terms and conditions, upon the written request of the DSSMSSAB.
6. The location of the ambulance service accommodation shall not be changed without the prior written approval of the DSSMSSAB, which consent may not be arbitrarily withheld.
7. There shall be sufficient facilities and furnishings in the Bases to accommodate the numbers of staff required to deliver service during each on-site staffed shift. Facilities and furnishings shall be maintained in such a condition that they provide a continuous level of comfort and support that meets or exceeds the Occupational Health and Safety Act and any other regulations.

SECTION 12 - GENERAL SECURITY

1. Vehicles and equipment, provided by or paid for by the DSSMSSAB for use in the provision of the services, shall be kept in the Operator's ambulance service station or other secure area, unless the vehicle is assigned to a vehicle maintenance / repair or safety inspection facility or is otherwise assigned by the Operator or Dispatcher.
2. The Operator shall ensure that all equipment, materials and supplies shall be secured in the vehicle in a safe manner in accordance with the Act or guidelines issued by the manufacturer, and the health and safety requirements to meet or exceed the Occupational Health and Safety Act, R.S.O. 1990, as amended and any other regulations.
3. The Operator shall provide security measures for the ambulance service station and vehicles, and at the ambulance station to ensure confidentiality of personnel and patient care records.
4. Hazardous material shall not be stored in any facility, station, or ambulance service unless in accordance with approved methods/containers as regulated by relevant legislation.
5. The DSSMSSAB Liaison or other representative(s) of the DSSMSSAB shall have the right to inspect the vehicles, equipment and station facilities at any time upon prior notice and provided any such inspection does not unreasonably interfere with operations.

SECTION 13 - OPERATIONAL REQUIREMENTS

1. The services shall be provided within the Service Area as directed by a Dispatcher or CACC centre. The Operator shall provide land ambulance service beyond the area only as directed by a Dispatcher or CACC centre. The costs of following such directions shall be recovered from the other municipal bodies or authorities by the DSSMSSAB. The Operator shall provide the DSSMSSAB on a monthly basis with the necessary information required for the cost recovery process.
2. Temporary staffing pattern changes shall not compromise Balanced Emergency Coverage for the area as defined in the Central Ambulance Communications Centre Policy and Procedures manual. Any temporary staffing requests must be made to the DSSMSSAB and may not be implemented until written approval is given by the DSSMSSAB.
3. The Operator shall maintain up-to-date operational records. Operational records shall include, but not limited to, incident reports, ambulance call reports, ACE reports, AVL exception reports, service review documents and other related documents. The DSSMSSAB may inspect such records on request subject to the requirements or restrictions set out in Section 15.
4. The Operator shall be entitled to participate in "Special Events" coverage provided that the Operator adheres to the Act.

SECTION 14 - SERVICE REACTION TIME AND QUALITY ASSURANCE

1. The Operator shall make every reasonable and practical effort to meet or exceed the service levels required by the Act and as set out in Appendix "B" to this Agreement.
2. The Operator shall update their deployment plan annually and shall reflect current strategies for service reaction time and quality assurance. The deployment plan must receive SSMDSSAB written approval prior to implementation in accordance with Appendix "B".
3. The Operator, or its designate with full management authority, shall participate in local quality assurance and emergency health services planning activities and committees.

SECTION 15 - CONFIDENTIALITY OF INFORMATION

1. It is acknowledged and agreed that information exchanged between the parties for the purposes of carrying out the terms of this agreement is confidential and is subject to the provisions of the Municipal Freedom of Information and Protection Act, R.S.O. 1990, c. M.6, as amended.
2. The Operator shall not, at any time, disclose any confidential information without the consent of the DSSMSSAB first being obtained, except where ordered to under the Municipal Freedom of Information and Protection of Privacy Act by the Information and Privacy Commissioner or by a court of competent jurisdiction provided that the Operator is entitled to disclose such information as is necessary and advisable to its legal and financial advisors.

3. Patient information which is submitted by the Operator as part of this Agreement is submitted in confidence and is subject to the provisions of the Freedom of Information and Protection of Privacy Act and all other applicable legislation, including the Personal Health Information Protection Act, 2004. Neither party shall disclose the information to any person, unless required to do so by legislation (e.g., Freedom of Information and Protection of Privacy Act RSO 1990, c F.31) or ordered to do so by a court or agency of competent jurisdiction.

SECTION 16 - EXCLUSIVITY

1. The Operator shall ensure that the vehicles, equipment, material and supplies provided by or paid for by the DSSMSSAB shall be used exclusively for the purpose of discharging the Operator's obligations under this Contract and for no other purpose unless such purpose is authorized, in advance and in writing, by the DSSMSSAB.

SECTION 17 - REPORTS AND RECORDS

1. The Operator shall complete, maintain and submit operational and financial reports pertaining to the provision of services herein to the DSSMSSAB Liaison as set out in Appendix "B". The content, format and frequency of the reports shall be determined by the DSSMSSAB.
2. The operational report shall include a summary outlining all complaints regarding the delivery of ambulance service, accidents involving an ambulance vehicle, claim for compensation of damage caused by ambulance operations, or unusual incident as defined in the Regulations pursuant to the Ambulance Act. The DSSMSSAB Liaison shall be given the opportunity to review in detail the above documentation on the Operator's premises.
3. The DSSMSSAB shall have access to all records and software programs/computer systems of the Operator related to ambulance operations under this contract, created in any form and at any of the Operator's business locations.
4. DSSMSSAB reserves the right to undertake an independent audit of the operation and financial records of the Operator.

SECTION 18 – INSURANCE AND INDEMNITY

1. The Operator shall indemnify the DSSMSSAB, defend and hold harmless the DSSMSSAB, its officers, directors and anyone else for whom it is in law responsible from and against any and all claims for loss, liability, costs, punitive damages, fees, penalties and expenses directly or indirectly arising from or related to any act or omission of the Operator, its officers, directors, employees, agents and permitted assigns or any other person for whom it is responsible in connection in any way with the provision of the services or otherwise contemplated by this Agreement excluding any claims described in paragraph 2 below.

2. The DSSMSSAB shall indemnify the Operator, defend and hold harmless the Operator, its officers, directors and anyone else for whom it is in law responsible from and against any and all claims directly or indirectly arising from negligent acts of the DSSMSSAB, its employees, agents and assigns contrary to the obligations of the DSSMSSAB provided under the Act, the Regulations, applicable legislation or this Agreement.
3. Each party agrees that in no event shall the other party be liable for any business or economic loss or in any indirect, incidental or consequential damages suffered by the first party in connection with or arising out of the performance of the other party's obligations under this Agreement, even if the other has been advised of the possibility thereof.
4. The Operator shall maintain in full force and effect during the term of this Agreement, a policy or policies of comprehensive insurance coverage in a form and substance acceptable to the DSSMSSAB and underwritten by an insurer licensed to conduct business in the province of Ontario, including Commercial General Liability, Professional Liability, All Risks Property and Automobile insurance as follows:
 - a) Commercial General Liability Insurance providing inclusive limits of not less than \$10,000,000.00 per occurrence for third party bodily injury and property damage. This policy should cover all activities and operations of the Operator and also include contractual liability, employer's liability and non-owned automobile liability.
 - b) Professional Liability coverage in a limit of not less than \$10,000,000.00 per claim should be provided covering all acts, errors and omissions arising out of the professional services to be performed in accordance with this agreement.
 - c) All Risks Property Insurance to cover all buildings, facilities, equipment and contents owned by the Operator or owned by the DSSMSSAB but provided to the Operator for their use to carry out its operations under this agreement. The Operator shall include the DSSMSSAB as a loss payee for any equipment or contents owned by the DSSMSSAB which is in the Operator's possession, for which the Operator is responsible for insuring.
 - d) Automobile Insurance for all vehicles owned by the DSSMSSAB and leased to the Operator to be used in connection with this agreement. Such insurance must name the DSSMSSAB as the registered owner / lessor and should include third party liability limits of at least \$10,000,000.00 per occurrence and also include physical damage coverage on an all perils basis with a per vehicle deductible of not more than \$25,000.00.
5. The Operator's Insurance policy(ies) must include the following terms:
 - a clause that adds the DSSMSSAB, its servants, officers, employees and agents, as additional insureds;
 - a clause confirming that the insurance is for replacement value of ambulance vehicles;
 - a cross-liability insurance clause endorsement acceptable to the DSSMSSAB;

- a clause requiring the insurer to provide thirty (30) days prior written notice to the DSSMSSAB in the manner set forth in the insurance policy in the event of the termination, expiry, variation or non-renewal of the policy;
 - a clause certifying that the protection for the DSSMSSAB under the insurance policy shall not be affected in any way by an act or omission of the Operator or its personnel;
 - a clause including liability arising out of contract or agreement.
6. The Operator shall submit to the DSSMSSAB prior to September 16, 2016, proof of insurance coverage in the form of a valid certificate and a copy of the relevant portion or portions of the insurance policies incorporating the terms and clauses referred to in Sections 18.4 and 18.5 and shall submit proof of continuing insurance promptly upon request of the DSSMSSAB thereafter during the term of this Agreement.

SECTION 19 - TERMINATION

1. This Contract may be terminated immediately by the DSSMDSSAB where, for any reason, the Operator no longer operates, is capable of operating, is entitled to operate an ambulance service or if the MOHLTC suspends or terminates of the DSSMSSAB service delivery and funding agreement.
2. Where the Operator defaults in any of its mandatory obligations under the Ambulance Act, the DSSMSSAB may give the Operator twenty-four (24) hours to remedy the default. If the default is not remedied with this twenty-four (24) hour period, the DSSMSSAB Liaison or designate will advise the Ministry and the DSSMSSAB may elect on written notice to assume the operation of the ambulance service during the period of dispute and invoke the dispute provisions of Section 2.13. In such event the provisions of Sections 4.4 to 4.7 shall apply.
3. Subject to the DSSMDSSAB's rights under Sections 3.2, 19.1, and 19.2 , where either party defaults in any obligation under this Agreement, the non-defaulting party shall give the defaulting party thirty (30) days written notice to remedy the default or to demonstrate to the satisfaction of the non-defaulting party that it is using reasonable efforts to remedy the situation. If the default is not remedied (or if remedial efforts satisfactory to the DSSMDSSAB have not begun, as the case may be) within the period set out in this Section, the non-defaulting party may, at its sole option, terminate this agreement, on one hundred and eighty (180) days written notice. In the event that the Operator is in default, and notwithstanding the termination of the contract, the Operator shall remain fully responsible for all costs incurred by DSSMSSAB in remedying the default or for any unpaid obligations to the Operator.
4. Subject only to Section 4.5 and Sections 19.1 and 19.2 of this Agreement, neither party may terminate or suspend this Agreement except upon delivering written notice to the other at least 180 days before the effective date of termination.
5. Both parties will continue to fully co-operate and comply with their obligations under this Agreement during any period following notice of termination.

6. Upon termination of this Agreement a full accounting of all costs incurred by the Operator and services provided up to the date of termination shall take place. The Operator shall be reimbursed for all costs up to the date of termination and such payment shall be made by within thirty (30) days of the date of reconciliation. If the accounting determines that the Operator should reimburse any funds to the DSSMSAB such amount shall likewise be paid within thirty (30) days.
7. Upon termination of this Agreement the Operator agrees to deliver in good order all files, records and all vehicles, equipment used in connection with the provision of services under this Agreement and unused supplies and the Operator agrees to co-operate in the orderly transfer of operations to the DSSMSAB or to whom it directs in writing.
8. The DSSMSAB shall have no obligation to hire any employees of the Operator but shall have the right, in its exclusive discretion, to make offers of employment to those of the Operator's employees as it may deem appropriate on such terms as it may consider appropriate.

SECTION 20 - OPERATOR AS INDEPENDENT CONTRACTOR

1. The Operator shall at all times be and be deemed to be an independent contractor and the personnel of the Operator shall at all times be the employees of the Operator and shall not be the employees of the DSSMSSAB.

SECTION 20 - NOTICES

1. Any notice or other communication by either party to this Agreement to the other, shall be deemed to have been sufficiently given, if mailed registered and postage prepaid or delivered by hand or by facsimile transmission to the other party at the following addresses.

Any notice of communication shall be delivered or faxed to the Operator at:

Fire Chief
Corporation of the City of Sault Ste. Marie Fire Services
72 Tancred
Sault Ste. Marie, Ontario
P6A2W1

Phone: 705 949 3335
Fax: 705 949 2341

Any notice of communication shall be delivered or faxed to the DSSMSSAB at:

CAO
District of Sault Ste. Marie Social Services Administration Board
Social Services Building II
180 Brock Street
Sault Ste. Marie, Ontario

2. Where notice is given by registered mail, it shall be deemed to have been received on the third business day after date of mailing. Where notice is given personally or by facsimile, it shall be deemed to have been received on the date of delivery or faxing.
3. Each party shall provide the other party with any change in address or telephone, or facsimile number, the proof of which lies upon the party making the change.

SECTION 22 - FORCE MAJEURE

1. Notwithstanding anything contained in this Agreement, the parties shall not be liable to each other for damages sustained as a result of interruption of service to be provided under this Agreement caused by acts of God, the elements, fire, war or order of any legislative body of duly constituted authority. The Operator shall forthwith resume providing service when such cause or contingency ceases to be operative.

SECTION 23 - REPRESENTATIONS AND WARRANTIES

1. The Operator represents and warrants that it is duly authorized and empowered to enter into and carry out the terms and conditions of this Contract.
2. The Operator represents and warrants that there is no claim, action, suit or proceeding pending or to its knowledge threatened against it, and no incorporating statute or other instrument to which it is a party or by which it may be bound, which may in any way prevent or interfere with or adversely affect the carrying out of the terms and conditions of this Contract or in any way impair the force and validity of this Contract.
3. The provisions of Sections 15, 17, 18, 19, 34 and this Section shall survive the termination of this Agreement.

SECTION 24 - SEIZURES

1. The Operator shall forthwith give notice to the DSSMSSAB of any and all seizures, garnishments, attachments, forfeitures, liens claims, privileges, debts, taxes, charges, pledges or encumbrances of any nature whatsoever which are or may be attached to, or which affect or may affect, the assets of the Operator used in the provision of the services hereunder or the ability of the Operator to provide the service at any time during the term of this Agreement.

SECTION 25 - STATEMENTS

1. This Agreement, including the Appendices, represents the entire agreement between the parties and supersedes all previous negotiations and agreements between the parties with respect to the subject matter. No representation, warranty or agreement other than as set forth in this Agreement, shall be binding upon the parties unless expressed in writing, signed by each party and stated or implied as an expressed modification of or permission granted or approved under this Contract.

SECTION 26 - FURTHER ASSURANCES

1. Each of the parties shall, upon the reasonable request of the other, execute such further and other lawful acts, deeds, things, devices and assurances for the better performance of this Contract.

SECTION 27 - VALIDITY

1. The invalidity or unenforceability of any particular provision of this Contract shall not affect any other provision of this Contract, but this Contract shall be construed as if such invalid or unenforceable provision were severed and deleted.

SECTION 28 - NON-PERFORMANCE

1. The failure of either party at any time to require performance by the other party of any provision of this Contract shall in no way affect its right thereafter to enforce such provision. The waiver of a breach of any provision by either party shall not be taken or be held to be a waiver of any further breach of the same provision or of a breach of any other provision.

SECTION 29 - GOVERNING LAW

1. This contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

SECTION 30 - INTERPRETATION

1. The headings contained in the body of this Contract shall be deemed to have been inserted for convenience for reference only.
2. For the purposes of this Contract, the singular shall include the plural, as the context requires.

3. The Appendices annexed to this Contract and the amended Appendices approved by the SSMDSSAB during the term of the Contract shall form part of the Contract as fully as if set forth in the contract.
4. When used in this Contract, the terms "Operator" or "DSSMSSAB" shall be deemed to include their respective servants, officers, employees, agents, authorized representatives and any other persons for whom they are in law responsible.
5. When used in this Contract the term "working days" shall be deemed to mean Monday to Friday excluding holidays.
6. Gender as expressed - Wherever gender-specific terms are used, they are to equally apply to female and male persons.
7. The term "Agreement" and "Contract" herein shall mean this agreement and shall include all Appendices hereto and all amendments hereafter made in accordance with Section 35 hereof.

SECTION 31 -VALUE ADDED

1. Operator agrees to work as reasonably required with the DSSMSSAB Liaison to identify innovative and quantifiable opportunities for "Value Added" service enhancements and service cost containment. Decisions concerning their adoption and implementation rest with the DSSMSSAB.

SECTION 32 –WORKPLACE SAFETY AND INSURANCE BOARD CLEARANCE

1. The Operator agrees to remain in good standing with the Workplace Safety and Insurance Board (W.S.I.B.,) and to furnish the DSSMSSAB with satisfactory evidence of compliance with all provisions of the *Workplace Safety and Insurance Act* (Ontario).
2. The Operator agrees to furnish the DSSMSSAB with a replacement Certificate of Clearance upon the expiry of each previous certificate (i.e. every 60 days) during the term of the Agreement. The DSSMSSAB reserves the right to hold progress payments, or payment or any invoice submitted by the Operator until a satisfactory Certificate of Clearance has been provided.

SECTION 33 - SUCCESSION

1. This Agreement shall be binding upon and ensure to the benefit of both the Operator, its successors and assigns as provided in the agreement and the DSSMSSAB, its successors and assigns.

SECTION 34 - PAYMENTS TO THE OPERATOR

1. Operator agrees to operate the land ambulance service in accordance with the approved budget. Any cost savings would either be returned to the DSSMSSAB or be re-invested with the DSSMSSAB's prior written approval in the land ambulance service.
2. This contract provides for a separation of land ambulance costs into two components:
 - a) DSSMSSAB approved annual operating budget based on normal predictable requirements, and
 - b) In year cost increases due to factors beyond the control of the Operator as approved by the DSSMDSAB.
3. For the approved annual operating budget it is agreed that:
 - a) The Operator shall be held responsible for the budget forecast relative to the normal operation of land ambulance services for the DSSMSSAB, and must provide the services agreed to within the approved budget in compliance with this Agreement.
 - b) DSSMSSAB shall compensate the Operator on a monthly basis for expenditures incurred in accordance with the approved annual budget. Progress payments will be made on the 15th day of each month, and be based on 1/12 of the approved annual operating budget.
 - c) An audit will be carried out annually at the Operator's expense by a firm of Chartered Accountant(s) licensed to practise public accounting in Ontario. Any under-expenditures or surpluses as defined and determined by the annual audit shall be returned to the DSSMSSAB within forty-five (45) days or be used to reduce the subsequent year's operating budget.
 - d) The DSSMSSAB may at its discretion and expense have the DSSMSSAB auditors perform such audit as it deems necessary on the land ambulance service.
4. For legitimate in year costs associated with unplanned events beyond the Operator's control, the DSSMSSAB will compensate the Operator through a separate mechanism involving an annual reconciliation and quarterly calculations:
 - a) The Operator shall submit monthly reports identifying areas where such cost increases have occurred and provide justification. The areas where legitimate cost increases may occur are limited to:
 - increase in overtime requirements due to decisions by the CACC centre, beyond those included in the budget forecast
 - increases in call volumes beyond those included in the budget forecast
 - increases resulting from changes in the collective agreement beyond those included in the budget forecasts
 - adjustment to benefits such as WSIB, CPP, etc. defined by government agencies and not included in the budget forecast

- adjustments to benefits such as the Pension Plan not included in the budget forecast
 - cost increases due to value added service changes approved by the DSSMSSAB in accordance with Appendix “B” or as may be required by changes in legislation or regulations.
- b) All requests for payment on such items will either require supporting documentation or be subject to verification by the DSSMSSAB Liaison from such sources as IMEDIC, CACC records, government directives, and medical reports, etc., depending on the nature of the claim. The decision of the DSSMSSAB on such matters will be final.
- c) The Operator commits to cover any over-expenditures not approved by the DSSMSSAB. Therefore, before compensating the Operator for allowable items, reconciliation must be made to ensure the intent of the commitment. The DSSMSSAB will carry out an annual reconciliation to determine the amount of additional compensation owing to the Operator using the following formula:
- Compensation equals: Actual annual expenditures less approved annual budget less “ineligible” in year costs.
- If approved, the DSSMSSAB agrees to compensate the Operator by an amount equal to the value generated by the above formula. If the resulting value is negative (i.e., less than zero) then no additional compensation shall be owing or paid.
- d) At the Operator’s request, the DSSMSSAB will make quarterly calculations and provide an advance payment if appropriate.
- e) Payments to accommodate unexpected events will not be built into the base-operating budget for subsequent years unless the cost increase relates to such items which are of a permanent nature.
- f) Value added changes that result in reductions or increases in expenditures shall be taken into account in the calculation of the reconciliation and will be built into the base-operating budget for subsequent years.
- g) DSSMSSAB will not entertain any request for additional funds for in year cost increases in any areas other than those itemized in Section 4(a).

5. Both parties agree to actively work together to identify and implement opportunities for cost savings and cost containment.

SECTION 35 - AMENDMENT OF AGREEMENT

1. In this Section, “amendment” means any amendment, alteration, substitution, deletion, replacement or other change of or to any one or more of the provisions of this Contract, including the Appendices to this Contract.
2. The parties may, at any time during the term of this Contract, agree to amend this Contract. Any amendment shall be in writing and shall be signed by both parties.

SECTION 36 - ASSIGNMENT

1. This Agreement may be assigned by the DSSMSSAB at its sole discretion. The Operator specifically acknowledges that it may not assign its obligations, rights, entitlements or benefits under this Agreement without the written consent of the DSSMSSAB, which consent may not be arbitrarily withheld.

The Parties have executed this Agreement on the date set out below.

DATED AT SAULT STE. MARIE, ONTARIO this _____ day of _____, 2016.

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

NAME & TITLE (PLEASE PRINT)

**DISTRICT OF SAULT STE.MARIE
SOCIAL SERVICES ADMINISTRATION
BOARD**

NAME & TITLE (PLEASE PRINT)

APPENDIX A

PROGRAM & BUDGET

A1. Program Objective

The City of Sault Ste. Marie shall ensure the proper provision of Land Ambulance Services in the geographic area of the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) in accordance with the Act, the Regulations, the Standards and this Agreement.

A2. Scope of Program

City of Sault Ste. Marie prepares and submits a draft Service/Deployment/Financial Plans, etc. to the DSSMSSAB for Approval. Upon approval by the Board, the DSSMSSAB will submit the plan to the Ministry of Health and Long Term Care.

The City acknowledges that the Grant will be used solely for the purposes set out in this this agreement.

A3. Annual Operating Budget (Calendar Year)

Annual operating budget approved by the DSSMSSAB.

APPENDIX B

REPORTS

The City is required to provide the following Reports to the DSSMSSAB for approval using Reporting Templates provided by the DSSMSSAB:

- Note:*
1. *Funding year means DSSMSSAB funding year.*
 2. *Reporting requirements established below to begin January 1, 2017, unless specifically specified in the "Due Date" column.*

Name of Report	Reporting Period	Due Date
1. Financial Planning Report	For the next Funding Year	August 31 of each Funding Year
2. Service Plan	For the next Funding Year	1. October 31, 2016 2. August 31 of each Funding Year after 2016
3. Financial Information Return (FIR) Monthly Report	For the entire Funding Month	Last Calendar day of each month for the previous Funding Month
4. Financial Information Return (FIR) Year End Report	For the entire Funding Year	February 28 of the following Funding Year
5. Audited Financial Statements	For the entire Funding Year	February 28 of the following Funding Year
6. Final Program Report	For the entire Funding Year	February 28 of the following Funding Year

7.	City of Sault Ste. Marie DDA Service Provider Report	For the entire Funding Year	Request By DSSMSSAB
8.	Response Time Performance Plan Report	For the upcoming Funding Year	1. October 31, 2016 2. August 31 of each Funding Year after 2016
9.	Response Time Quarterly Performance Report	Quarterly (3 months), based on Funding Year	Quarter One; April 30 Quarter Two; July 31 Quarter Three; October 31 Quarter Four; January 31
10.	Response Time Performance Report	For the entire Funding Year	February 28 of each Funding Year
11.	Ambulance Availability & Non Availability Report	Monthly	Last Calendar day of each month for the previous Funding Month
12.	Non Urgent Patient transfer Report	Quarterly (3 months), based on Funding Year	Quarter One; April 30 Quarter Two; July 31 Quarter Three; October 31 Quarter Four; January 31
13.	Asset Management Plan Report	Annual	August 31 of each Funding Year
14.	Asset Management Schedule & Maintenance Activity Report	Quarterly (3 months), based on Funding Year	Quarter One; April 30 Quarter Two; July 31 Quarter Three; October 31 Quarter Four; January 31

15.	Staffing and Down Staffing Reports	Monthly	Last Calendar day of each month for the previous Funding Month
16.	Quality Assurance Report	Annual	August 31 of each Funding Year
17.	Patient Outcomes - TBD	Quarterly	Quarter One; April 30 Quarter Two; July 31 Quarter Three; October 31 Quarter Four; January 31
18.	Incident Reports	Upon Request	Upon Request
19.	Any Additional Report Required and/or Requested by DSSMSSAB	Upon Request	Upon Request

APPENDIX C

Ministry of Health and Long Term Care
Contract/Agreement (January 2014)

THIS AGREEMENT effective as of the 1st day of January, 2014

B E T W E E N :

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented
by the Minister of Health and Long-Term Care
(the "Province")**

- and -

(the "UTM/DDA")

Background:

The *Ambulance Act* provides that every UTM/DDA shall be responsible for ensuring the proper provision of Land Ambulance Services. The *Act* also provides that every UTM/DDA shall be responsible for all costs associated with Land Ambulance Services and that the Minister may make grants pursuant to section 4(3) of the *Act* for the purpose of providing or ensuring the provision of Land Ambulance Services.

The Parties acknowledge that the *Act* also provides that the Minister has the duty and the power to establish, maintain and operate Communication Services, alone or in cooperation with others, and to fund such services. The Minister also has the duty and the power to ensure the existence of a balanced and integrated system of Ambulance Services and Communication Services used in dispatching Ambulances.

This Agreement sets out the terms and conditions governing the Grant, and the delivery of the Program.

Consideration:

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

**ARTICLE 1
INTERPRETATION AND DEFINITIONS**

1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they

are for reference only and shall not affect the interpretation of the Agreement;

(d) any reference to dollars or currency shall be to Canadian dollars and currency; and

(e) "include", "includes" and "including" shall not denote an exhaustive list.

1.2 **Definitions.** In this Agreement, the following terms shall have the following meanings:

"Act" means the *Ambulance Act*, R.S.O. 1990, c.A. 19.

"Agreement" means this agreement entered into between the Province and the UTM/DDA, and includes all of the schedules to the agreement listed in section 23.1.

"Ambulance" has the same meaning as defined in the *Act*.

"Ambulance Service" has the same meaning as defined in the *Act*.

"BPSAA" means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.

"Communication Service" has the same meaning as defined in the *Act*.

"DDA" and **"Designated Delivery Agent"** has the same meaning as defined in the *Act*.

"Effective Date" means the date set out at the top of the Agreement.

"Emergency Health Services Branch" and **"EHSB"** means the Emergency Health Services Branch of the Ministry of Health and Long-Term Care.

"Event of Default" has the meaning ascribed to it in section 12.1.

"Funding Year" means:

(a) in the case of the first Funding Year, from the Effective Date to December 31st; and

(b) in subsequent Funding Years, from January 1 to December 31st.

"Grant" means the grant provided to the UTM/DDA by the Province pursuant to section 4(3) of the *Act* and this Agreement. The Grant is:

i) fifty per cent (50%) of the approved operating costs of Land Ambulance Services provided by the UTM/DDA; and

ii) one hundred percent (100%) of the approved operating costs of Land Ambulance Services provided by the UTM/DDA to a First Nations community or communities; and/or

- iii) one hundred percent (100%) of the approved operating costs of Land Ambulance Services provided by the UTM/DDA to a territory or territories without municipal organization ("TWOMO");

for a Funding Year as calculated in Schedule "B".

"Indemnified Parties" means Her Majesty the Queen in Right of Ontario, Her ministers, agents, appointees and employees.

"Land Ambulance Services" has the same meaning as defined in the *Act*.

"Minister" means Her Majesty the Queen in Right of Ontario as represented by the Minister of Health and Long-Term Care.

"Notice" means any communication given or required to be given under this Agreement, as described in Article 14.

"Notice Period" means the period of time within which the UTM/DDA is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

"Parties" means the Province and the UTM/DDA.

"Party" means either the Province or the UTM/DDA.

"Payment Plan" means the payment plan set out in Schedule "C".

"Personal Health Information" means the personal health information as defined in the *Personal Health Information Protection Act, 2004*, S.O. 2004, c.3, Schedule A.

"Program" means the undertaking described in Schedule "A".

"Regulations" means the regulations made under the *Act*.

"Reports" means the reports described in Schedule "D".

"Service Plan" means the UTM/DDA's plan for the provision of Land Ambulance Services and includes but is not limited to deployment plan(s) for ambulance and emergency response vehicles and any other initiatives that form part of the Program.

"Standards" means the standards developed by the Province and incorporated by reference in Ontario Regulation 257/00.

"TWOMO" means a territory or territories without municipal organization.

"Upper-Tier Municipality" and **"UTM"** has the same meaning as defined in the *Act*.

"UTM/DDA" means the Upper-Tier Municipality or Designated Delivery Agent.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 **General.** The UTM/DDA 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) unless otherwise provided for in this Agreement, any information the UTM/DDA provided to the Province in support of its requests for a Grant was true and complete at the time the UTM/DDA provided it and shall continue to be true and complete for the term of this Agreement, unless otherwise reported in writing by the UTM/DDA to the Province.

2.2 **Execution of Agreement.** The UTM/DDA represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement;
- (b) it will fulfill the obligations set out in the Schedules to this Agreement in accordance with their terms;
- (c) it will deliver the Program and will comply with the Agreement, the *Act*, the Regulations and the Standards;
- (d) it has taken all necessary actions to authorize the execution of the Agreement including, where required, passing a board resolution or municipal by-law authorizing the UTM/DDA to enter into the Agreement with the Province.

2.3 **Governance.** The UTM/DDA represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the UTM/DDA's organization;
- (b) procedures to ensure the ongoing effective functioning of the UTM/DDA;
- (c) decision-making mechanisms;
- (d) procedures to provide for the prudent and effective management of the Grant;
- (e) procedures to enable the successful completion of the obligations set out in the Schedules to this Agreement;
- (f) procedures to enable the timely identification of risks to the UTM/DDA's ability to perform its obligations under this Agreement and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 6; and

- (h) procedures to deal with such other matters as the UTM/DDA considers necessary to ensure that the UTM/DDA carries out its obligations under the Agreement.

- 2.4 **Supporting Documentation.** Upon request, the UTM/DDA shall provide the Province with proof of the matters referred to in this Article 2.

ARTICLE 3 TERM OF THE AGREEMENT

- 3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall continue unless terminated pursuant to Article 10, Article 11 or Article 12.
- 3.2 **Term of Schedules.** A Schedule, or parts thereof, may apply for only part of the Term of this Agreement, where a Schedule indicates such in writing.
- 3.3 **Revised and Additional Schedules.** The Parties may, at any time during the Term of the Agreement, recommend changes to the Schedules. The Province may, at any time, upon consultation with the UTM/DDA provide additions or revisions to the Schedules, and a new Program, a new Grant, a new Payment Plan, and/or new Reports, which shall be deemed to replace the Program Description in Schedule "A", the Grant in Schedule "B", the Payment Plan in Schedule "C", and the Reports in Schedule "D".

ARTICLE 4 GRANT

- 4.1 **Grant Provided.** The Province shall:
 - (a) provide the UTM/DDA a Grant for the purpose of carrying out the obligations set out in the *Act*, the Regulations, the Standards, and this Agreement including the Schedules to this Agreement;
 - (b) provide the Grant in accordance with the provisions of the Payment Plan; and
 - (c) deposit the Grant into an account designated by the UTM/DDA provided that the account resides at a Canadian financial institution.
- 4.2 **Limitation on Payment of the Grant.** Despite section 4.1, the Province:
 - (a) is not obligated to provide any Grant to the UTM/DDA until the UTM/DDA provides a valid certificate of insurance or other proof as provided for in section 9.2;
 - (b) is not obligated to provide instalments of the Grant until it is satisfied with the progress of the obligations set out in this Agreement and the Schedules;
 - (c) may adjust the amount of the Grant it provides to the UTM/DDA in any Funding Year based upon the Province's assessment of the information provided by the UTM/DDA pursuant to section 6.1;

- (d) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province shall not be obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of the Grant; or
 - (ii) terminate the Agreement pursuant to section 11.1 and cease providing Grant funding for a period or periods specified by the Province.

4.3 Use of Grant Funding. The UTM/DDA shall:

- (a) use the Grant only for the provision of the Program described in this Agreement and the Schedules;
- (b) carry out the obligations in the Schedules:
 - (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, and any other orders, rules and by-laws related to any aspect of the Program;
- (c) spend the Grant only in accordance with Schedule "B".

4.4 No Capital Costs. The Parties acknowledge that capital costs are excluded from this Agreement and that the Grant cannot be utilized towards any capital costs that may be incurred by the UTM/DDA.

4.5 No Changes. The UTM/DDA shall not make any changes to Schedules, and/or the use of the Grant without the prior written consent of the Province.

4.6 Interest Bearing Account. If the Province provides the Grant to the UTM/DDA prior to the UTM/DDA's immediate need for the Grant, the UTM/DDA shall place the Grant in an interest bearing account in the name of the UTM/DDA at a Canadian financial institution.

4.7 Interest. If the UTM/DDA earns any interest on the Grant, the Province may deduct an amount equal to the interest from any further instalments of the Grant, or it shall pay an amount equal to the interest to the Province as directed by the Province.

4.8 Rebates, Credit and the Grant. The UTM/DDA shall not use the Grant for any costs, including taxes, for which it has received, will receive, or is eligible to receive a rebate, credit or refund.

ARTICLE 5 CONFLICT OF INTEREST

- 5.1 **No Conflict of Interest with use of the Grant.** The UTM/DDA shall carry out the obligations set out in this Agreement and use the Grant without an actual or potential conflict of interest.
- 5.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) the UTM/DDA; or
 - (b) any person who has the capacity to influence the UTM/DDA's decisions, has outside commitments, relationships or financial interests that could interfere with the UTM/DDA's objective, unbiased and impartial judgment relating to its obligations under this Agreement and the use of the Grant.
- 5.3 **Disclosure to Province.** The UTM/DDA shall:
- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as either an actual or potential conflict of interest; and
 - (b) comply with any terms and conditions that the Province may reasonably prescribe as a result of the disclosure.

ARTICLE 6 REPORTING, ACCOUNTING AND REVIEW

- 6.1 **Preparation and Submission.** The UTM/DDA shall:
- (a) submit to the Province at the address provided in section 14.1 or at any other address specified by the Province, all Reports in accordance with the timelines and content requirements set out in Schedule "D";
 - (b) submit to the Province at the address provided in section 14.1, or at any other address specified by the Province, any other reports requested by the Province in accordance with the timelines and content requirements specified by the Province;
 - (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
 - (d) ensure that all Reports and other reports are signed on behalf of the UTM/DDA by an authorized signing officer.
- 6.2 **Record Maintenance.** The UTM/DDA shall keep and maintain:
- (a) all financial records (including invoices) relating to the Grant in a manner consistent with generally accepted accounting principles for a period of not less than seven (7) years; and

- (b) all non-financial documents and records relating to the Grant and the Schedules in accordance with applicable law and the UTM/DDA's policies.

6.3 **Inspection.** The Province, its authorized representatives or an independent Auditor identified by the Province may, at its own expense, upon forty-eight hours' Notice to the UTM/DDA and during normal business hours, enter upon the UTM/DDA's premises to review the UTM/DDA's expenditure of the Grant, and for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may:

- (a) inspect and copy the records and documents referred to in section 6.2; and
- (b) conduct an audit or investigation of the UTM/DDA in respect of the expenditure of the Grant.

This inspection is in addition to and separate from the inspection under section 18 of the *Act*.

6.4 **Disclosure.** To assist in respect of the rights set out in section 6.3, the UTM/DDA shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be, subject to applicable law.

6.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the UTM/DDA's records.

6.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

ARTICLE 7 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

7.1 **FIPPA.** The UTM/DDA acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act, 2004* (Ontario) (FIPPA) and that any information provided to the Province in connection with the Agreement may be subject to disclosure in accordance with FIPPA.

7.2 **MFIPPA.** The Province acknowledges that the UTM/DDA is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) (MFIPPA) and that any information provided to the UTM/DDA in connection with the Agreement may be subject to disclosure in accordance with MFIPPA.

7.3 **Confidentiality of Records - UTM/DDA.** The UTM/DDA shall ensure that all personal information or personal health information in its custody or under its control is managed in accordance with the provisions of the *Act*, the Regulations, the Standards, the *Municipal Freedom of Information and Protection of Privacy Act* and its regulations, the *Personal Health Information Protection Act, 2004* and any other applicable legislation.

- 7.4 **Confidentiality of Records - Province.** The Province shall ensure that all personal information or personal health information in its custody or under its control in connection with this Agreement is managed in accordance with all applicable legislation.

ARTICLE 8 INDEMNITY

- 8.1 **Indemnification.** The UTM/DDA hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings ("Claims"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Program or otherwise in connection with the Agreement, to the extent that the Claims are not caused, or contributed by, the negligence, or other (wilful or otherwise) misconduct of the Province.

ARTICLE 9 INSURANCE

- 9.1 **UTM/DDA's Insurance.** The UTM/DDA 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 programs and services similar to the programs and services covered by this Agreement would maintain, including comprehensive 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 five million dollars (\$5,000,000) per occurrence. The policy shall include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the UTM/DDA's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a 30 day written notice of cancellation, termination or material change.
- 9.2 **Proof of Insurance.** The UTM/DDA shall provide the Province with proof of insurance in the form of a valid certificate of insurance that confirms the insurance coverage as required in section 9.1. The UTM/DDA shall provide a copy of the certificate of insurance to the Province prior to the receipt of Grant funding under this Agreement.

ARTICLE 10 TERMINATION ON NOTICE

- 10.1 **Termination on Notice.** The Province or the UTM/DDA may terminate the Agreement at any time upon giving at least one year's Notice to the other Party.

10.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 10.1, the Province may:

- (a) cancel all further instalments of the Grant; and/or
- (b) demand the repayment of any Grant remaining in the possession or under the control of the UTM/DDA.

ARTICLE 11 TERMINATION WHERE NO APPROPRIATION

11.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make under the Agreement, the Province may terminate the Agreement immediately by giving Notice to the UTM/DDA.

11.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 11.1, the Province may:

- (a) cancel all further instalments of the Grant; and/or
- (b) demand the repayment of any Grant funds remaining in the possession or under the control of the UTM/DDA.

ARTICLE 12 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

12.1 **Events of Default.** Each of the following events may constitute an Event of Default at the sole option of the Province:

- (a) the UTM/DDA breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out its obligations in the Schedules;
 - (ii) use or spend the Grant; and/or
 - (iii) provide, in accordance with section 6.1, Reports or such other reports as may have been requested pursuant to section 6.1(b);
- (b) the UTM/DDA ceases to operate, is merged or otherwise dissolved.

12.2 **Opportunity to Remedy.** If there is an Event of Default, the Province shall provide the UTM/DDA with an opportunity to remedy the Event of Default, and shall provide Notice to the UTM/DDA of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

12.3 UTM/DDA not Remedying. If:

- (a) the UTM/DDA does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the UTM/DDA cannot completely remedy the Event of Default within the Notice Period; or
- (c) the UTM/DDA is not proceeding to remedy the Event of Default in a reasonable manner,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 12.4 (a), (b), (c) or (d).

12.4 Consequences of Events of Default and Corrective Action. If an Event of Default occurs and the UTM/DDA does not remedy the Event of Default the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the UTM/DDA's obligations under this Agreement;
- (b) suspend, reduce or cancel the payment of the Grant for such period as the Province determines appropriate;
- (c) demand the repayment of an amount equal to any Grant the UTM/DDA used for purposes not agreed upon by the Province;
- (d) terminate the Agreement at any time, including immediately, upon giving Notice to the UTM/DDA.

12.5 When Termination Effective. Termination under this Article shall take effect as set out in the Notice.

ARTICLE 13 RETURN OF THE GRANT

13.1 Return of The Grant. If, under the terms of this Agreement, the Province requests in writing the repayment of the whole or any part of the Grant, the amount requested shall be deemed to be a debt due and owing to the Province and the UTM/DDA shall pay the amount immediately, unless the Province directs otherwise.

13.2 Method of Return. The Province may recover the Grant requested in section 13.1 through a cash-flow adjustment. If a cash-flow adjustment is not possible, the UTM/DDA shall repay the amount payable by cheque payable to the Minister of Finance and mail it to the Province at the address set out in Article 14.

13.3 Interest Rate. The Province may charge interest on any amount owing by the UTM/DDA at the then current rate charged by the Province on accounts receivable. Interest shall accrue 30 days after Notice has been provided under section 13.1 for repayment of the Grant.

- 13.4 **Unused Grant.** The UTM/DDA agrees that it shall report to the Province in writing any part of the Grant that has not been used or accounted for by the UTM/DDA in accordance with the Reports requested in Schedule "D".
- 13.5 **Return of Unused Grant.** Without limiting any rights of the Province under Article 11, or sections 13.1 or 13.2, if the UTM/DDA has not spent all of the Grant allocated for the Funding Year as provided for in the Schedules, the Province may:
- (a) demand the return of the unspent Grant; or
 - (b) adjust the amount of any further instalments of the Grant accordingly.

ARTICLE 14 NOTICE

- 14.1 **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 the Province and the UTM/DDA respectively as set out below or as either Party later designates to the other by Notice:

To the Province:

Ministry of Health and Long-Term Care
Emergency Health Services Branch
5700 Yonge Street, 6th Floor
Toronto, ON, M2M 4K5
Attention: Director
Fax: (416) 327-7879

To the UTM/DDA :

UTM/DDA
Attention:
Fax:

- 14.2 **Notice Given.** Notice shall be deemed to have been received:
- (a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
 - (b) in the case of personal delivery or facsimile, at the time the other Party receives the Notice.
- 14.3 **Postal Disruption.** Despite section 14.2(a), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
 - (b) the Party giving Notice shall provide Notice by personal delivery or by Facsimile.

**ARTICLE 15
CONSENT BY PROVINCE**

- 15.1 **Consent.** The Province may impose any terms and conditions on any consent the Province may grant pursuant to the Agreement.

**ARTICLE 16
SEVERABILITY OF PROVISIONS**

- 16.1 **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 17
WAIVER**

- 17.1 **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 14. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

**ARTICLE 18
INDEPENDENT PARTIES**

- 18.1 **Parties Independent.** The UTM/DDA acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the UTM/DDA shall not take any actions that could establish or imply such a relationship.

**ARTICLE 19
ASSIGNMENT OF AGREEMENT OR THE GRANT**

- 19.1 **No Assignment.** The UTM/DDA shall not assign any part of the Agreement or the Grant without the prior written consent of the Province.
- 19.2 **Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

**ARTICLE 20
GOVERNING LAW**

- 20.1 **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.

- 20.2 **Conflicts.** In the event of a conflict between this Agreement and the *Act*, the Regulations, or the Standards, the *Act*, the Regulations or the Standards prevail.
- 20.3 **Conflicts – Municipal.** In the event of a conflict between any requirement of this Agreement and any municipal or local requirement at law to which the UTM/DDA is subject, the UTM/DDA shall comply with the stricter requirement.

ARTICLE 21 FURTHER ASSURANCES

- 21.1 **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 22 SURVIVAL

- 22.1 **Survival.** The provisions in Article 1, Article 4, Article 5, 6.1 (to the extent that the UTM/DDA has not provided the Reports or other reports to the satisfaction of the Province), 6.2, 6.3, 6.4, 6.5, 6.6, Articles 8, sections 11.2, 12.2, 12.3, 12.4(b), (c), Articles 13, 14, 16, 20, 22, 23, 25 and 27, and all applicable Definitions, cross-referenced provisions and Schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 23 SCHEDULES

- 23.1 **Schedules.** The Agreement includes the following Schedules:
- (a) Schedule "A" – Program;
 - (b) Schedule "B" – Grant;
 - (c) Schedule "C" – Payment Plan; and
 - (d) Schedule "D" – Reports.

ARTICLE 24 COUNTERPARTS

- 24.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 25 JOINT AND SEVERAL LIABILITY

- 25.1 **Joint and Several Liability.** Where the UTM/DDA is comprised of more than one entity, all such entities shall be jointly and severally liable to the Province for the fulfillment of the obligations of the UTM/DDA under the Agreement.

**ARTICLE 26
BPSAA**

- 26.1 **BPSAA.** For the purposes of clarity, if the UTM/DDA is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

**ARTICLE 27
ENTIRE 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.

The Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of **Health and Long-Term Care**

Name: Richard Jackson
Title: Director, Emergency
Health Services Branch

Date

NAME OF UTM/DDA

Name:
Position:

Date

Name:
Position:

Date

We have the authority to bind the UTM/DDA

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2016-150

APPOINTMENT: (A1.3) A by-law to appoint Mr. Tom Vair as Deputy CAO, Community Development and Enterprise Services.

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. **APPOINTMENT – DEPUTY CAO, COMMUNITY DEVELOPMENT AND ENTERPRISE SERVICES**

Tom Vair is hereby appointed Deputy CAO, Community Development and Enterprise Services commencing October 11, 2016.

2. **EFFECTIVE DATE**

This by-law becomes effective on October 11, 2016.

PASSED in open Council this 12th day of September, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

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