



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

Monday, November 7, 2016

4:30 pm

Council Chambers

Civic Centre

	Pages
1. ADOPTION OF MINUTES	10 - 25
Mover Councillor F. Fata Seconder Councillor S. Myers	
Resolved that the Minutes of the Regular Council Meeting of 2016 10 24 be approved.	
2. QUESTIONS AND INFORMATION ARISING OUT OF THE MINUTES AND NOT OTHERWISE ON THE AGENDA	
3. DECLARATION OF PECUNIARY INTEREST	
4. APPROVE AGENDA AS PRESENTED	
Mover Councillor M. Bruni Seconder Councillor S. Hollingsworth	
Resolved that the Agenda for 2016 11 07 City Council Meeting as presented be approved.	
5. PROCLAMATIONS/DELEGATIONS	
5.1 Shine the Light	
Libertine Wilson, Co-Chair Shine the Light campaign	
5.2 <i>Global Entrepreneurship Week</i>	
Heather Lewis, Entrepreneurship Coordinator, YouLaunch, Sault Ste. Marie Innovation Centre	

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

Mover Councillor F. Fata
Seconder Councillor S. Hollingsworth

Resolved that all the items listed under date 2016 11 07 – Agenda item 6 – Consent Agenda be approved as recommended save and except Agenda item 6.6.

6.1 Street Closure – Moonlight Magic 26 - 44

A letter of request for a temporary street closing in conjunction with Moonlight Magic – November 17, 2016 is attached for the consideration of Council.

- Pim Street to Dennis Street – from 3 p.m. to 12 a.m.

The relevant By-law 2016-181 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.2 One Year Extension of Contract for Petroleum Fuel Products (2016PWT-28-T) 45 - 46

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

Mover Councillor M. Bruni
Seconder Councillor S. Myers

Resolved that the report of the Manager of Purchasing dated 2016 11 07 concerning One Year Extension of Contract for Petroleum Fuel Products be received and that the contract for the supply of petroleum fuel products as awarded to McDougall Energy Inc. be extended for a one (1) year period commencing January 1, 2017.

6.3 One Year Extension of Contract for Security Services at the Civic Centre 47 - 48

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

Mover Councillor F. Fata
Seconder Councillor S. Hollingsworth

Resolved that the report of the Manager of Purchasing dated 2016 11 07 concerning One Year Extension of Contract for Security Services at the Civic Centre be received and that the contract for the provision of security services at the Civic Centre as awarded to the Commissionaires be extended for a one (1) year period commencing January 1, 2017.

6.4 2017 User Fees 49 - 50

A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.

The relevant By-law 2016-180 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.4.1 *Appendix A* 51 - 51

6.5 **Board – Committee Appointment Process 52 - 56**

A report of the Deputy CAO / City Clerk – Corporate Services is attached for the consideration of Council.

Mover Councillor M. Bruni
Seconder Councillor S. Hollingsworth

Resolved that the report of the Deputy CAO / City Clerk – Corporate Services dated 2016 11 07 concerning Board – Committee Appointment Process be received and that the revised Board – Committee Appointment Policy be approved.

6.6 **Walk of Fame 57 - 63**

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

Mover Councillor M. Bruni
Seconder Councillor S. Hollingsworth

Resolved that the report of the Deputy City Clerk dated 2016 11 07 regarding Walk of Fame be received and that option 4 – reclaiming the existing granite maple leaves and placing them in flower beds in the downtown area (\$20,605 plus \$2,000 ongoing for maintenance) be referred to the 2017 budget for consideration.

6.6.1 *Amendment to Main Motion*

Mover Councillor S. Myers
Seconder Councillor S. Butland

Whereas Canada 150 is upon us and the Walk of Fame program initiated in 2006 does recognize people who have contributed to history and development of our community; and

Whereas the granite maple leaf awards which were embedded in the sidewalk suffered damage and stress such that they had to be removed in 2015; and

Whereas a review of their condition has been undertaken by the Deputy CAO of Public Works and Engineering and an option to redeem and replace all 38 awards has been found; and

Whereas the plan to reinstate the maple leaf stones will eliminate the risk of such damage recurring; and

Whereas the one-time cost to repair 33 and replace 5 and reinstate all 38 of the existing granite maple leaf stone awards is \$20,080;

Now Therefore Be It Resolved that the main motion be amended as follows:

DELETE the words "plus \$2,000 ongoing for maintenance"

ADD the words "be undertaken as soon as possible with funds to be taken from the unforeseen account; further that annual maintenance estimated at \$2,000"

(be referred to 2017 budget for consideration).

6.7 Celebrate Canada Program – Funding Application 2017 64 - 65

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

Mover Councillor M. Bruni
Seconder Councillor S. Myers

Resolved that the report of the Supervisor of Community Services dated 2016 11 07 concerning Celebrate Canada Program funding be received and that staff be authorized to apply to the Department of Canadian Heritage for the 2017 Celebrate Canada Program to assist in funding the City of Sault Ste. Marie Canada Day Celebration.

6.8 Sackville Road Extension – Engineering Services 66 - 67

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

Mover Councillor M. Bruni
Seconder Councillor S. Myers

Resolved that the report of the Design and Construction Engineer dated 2016 11 07 concerning Sackville Road Extension consultant selection be received and that Council authorize entering into an agreement for engineering services with Kresin Engineering Corporation.

An individual engineering agreement with an estimate of engineering fees will be brought to Council for approval at a later date.

6.9 Fort Creek John Street Diversion Aqueduct Phase 3 – Engineering Services 68 - 69

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

Mover Councillor M. Bruni
Seconder Councillor S. Hollingsworth

Resolved that the report of the Design and Construction Engineer dated 2016 11 07 concerning the Fort Creek John Street diversion aqueduct consultant selection be received and that Council authorize entering into an agreement for engineering services with STEM Engineering.

An individual engineering agreement with an estimate of engineering fees will be brought to Council for approval at a later date.

6.10 Municipal Council Support Resolutions 70 - 85

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

The relevant By-law 2016-186 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.11 Court Security and Prisoner Transportation Agreement 86 - 87

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

The relevant By-law 2016-174 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.12 Mayor's Community Development Initiative 88 - 105

Reports of the Mayor and the Project Co-ordinator, Downtown Development Initiative are attached for the consideration of Council.

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that the reports of the Mayor and the Project Co-ordinator, Downtown Development Initiative dated 2016 11 07 concerning Mayor's Community Development Initiative be received and that the reports be referred to the Community Adjustment Committee.

6.13 Land Use Restriction Exemption – 540 Second Line East and 2059 Second Line West 106 - 115

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

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that the Report of the Senior Planner dated 2016 11 07 concerning Land Use Restriction Exemption – 540 Second Line East and 2059 Second Line West be received and that Council exempts the projects on 540 Second Line East and 2059 Second Line West from any or all of the residential, commercial and industrial land-use restrictions as identified in Sections 2.3(e), 2.3(f), 2.3(g) and 2.3(h) of the FIT Rules, Version 5.0.1.

6.14 Bennett Boulevard and Texas Avenue – Additional Crossing Guard 116 - 119

A report of the Director of Public Works is attached for the consideration of Council.

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that the report of the Director of Public Works dated 2016 11 07 concerning Bennett Boulevard and Texas Avenue – Additional Crossing Guard be received and that the implementation of a second adult crossing guard at the intersection of Bennett Boulevard and Texas Avenue be approved.

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	
7.8.1	PUC Third Quarter Shareholder Report	120 - 131
	The PUC 2016 Third quarter shareholder report is attached for the consideration of Council.	
	Mover Councillor F. Fata Secunder Councillor S. Hollingsworth	
	Resolved that the PUC 2016 Third Quarter Shareholder Report be received as information.	
8.	UNFINISHED BUSINESS, NOTICE OF MOTIONS AND RESOLUTIONS PLACED ON AGENDA BY MEMBERS OF COUNCIL	
9.	COMMITTEE OF THE WHOLE FOR THE PURPOSE OF SUCH MATTERS AS ARE REFERRED TO IT BY THE COUNCIL BY RESOLUTION	
10.	ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE	
11.	CONSIDERATION AND PASSING OF BY- LAWS	
	Mover Councillor F. Fata Secunder Councillor S. Myers	
	Resolved that all By-laws under item 11 of the Agenda under date 2016 11 07 be approved.	
11.1	By-laws before Council TO BE PASSED which do not require more than a simple majority	
11.1.1	By-law 2016-174 (Agreement) Court Security and Prisoner Transportation Program	132 - 158

A report from the City Solicitor is on the Agenda.

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2016-174 being a by-law to authorize the execution of an agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services to extend the Court Security and Prisoner Transportation (CSPT) Program to 2018 be passed in open Council this 7th day of November, 2016.

11.1.2 By-law 2016-175 (Agreement) Lease Caterpillar Financial Services Limited 159 - 181

Council Report was passed by Council resolution on July 18, 2016.

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2016-175 being a by-law to authorize the execution of two (2) Lease Agreements between the City and Caterpillar Financial Services Limited for two (2) 2016 Caterpillar Motor Graders complete with Snow Wings and Front Blades be passed in open Council this 7th day of November, 2016.

11.1.3 By-law 2016-180 (Finance) 2017 User Fees 182 - 204

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

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2016-180 being a by-law to establish user fees and service charges be passed in open Council this 7th day of November, 2016.

11.1.3.1 Amended Schedule I 205 - 210

11.1.4 By-law 2016-181 (Temporary Street Closing) Moonlight Magic Event 211 - 211

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2016-181 being a by-law to permit the temporary closing of Queen Street East from Pim Street to Dennis Street on November 17, 2016 to facilitate the Moonlight Magic Event be passed in open Council this 7th day of November, 2016.

11.1.5 By-law 2016-183 (Zoning) 188 Kohler Street (Ruscio Masonry Construction) 212 - 214

Council Report was passed by Council resolution on October 24, 2016.

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2016-183 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 188 Kohler Street (Ruscio Masonry Construction) be passed in open Council this 7th day of November, 2016.

11.1.6 By-law 2016-184 (Development Control) 188 Kohler Street (Ruscio Masonry Construction) 215 - 217

Council Report was passed by Council resolution on October 24, 2016.

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2016-184 being a by-law to designate the lands located at 188 Kohler Street an area of site plan control (Ruscio Masonry Construction) be passed in open Council this 7th day of November, 2016.

11.1.7 2016-185 (Surplus Property) 13 Salisbury Avenue 218 - 219

Council Report was passed by Council resolution on October 25, 2016.

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2016-185 being a by-law to declare the City owned property being civic 13 Salisbury Avenue as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 7th day of November, 2016.

11.1.8 By-law 2016-186 (Resolution) Municipal Council Support (4 Solar Projects) 220 - 232

A report from the Environmental Initiatives Coordinator is on the Agenda.

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2016-186 being a by-law to authorize the execution of two (2) Municipal Council Support Resolutions and two (2) Municipal Council Confirmation Resolutions to support two (2) rooftop solar photovoltaic systems at 556 Goulais Avenue and 500 Second Line East; and two (2) ground mounted solar photovoltaic systems to occupy a portion of 540 Second Line East and 2059 Second Line West submitted to the Independent Electricity System Operator Feed-In-Tariff Program be passed in open Council this 7th day of November, 2016.

11.1.9 By-Law 2016-187 (Administration) Non-Union Salary Freeze Amendment 233 - 233

Passed by Council resolution on October 24, 2016.

Mover Councillor F. Fata
Seconder Councillor S. Myers

Resolved that By-law 2016-187 being a by-law to amend By-law 2002-194,

being a by-law to establish non-union job classifications, benefits, and salaries be passed in open Council this 7th day of November, 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. Bruni
Seconder Councillor S. Hollingsworth

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, October 24, 2016

4:30 pm

Council Chambers

Civic Centre

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

Absent: Councillor S. Hollingsworth, Councillor L. Turco, Councillor J. Krmpotich

Officials: A. Horsman, M. White, L. Girardi, T. Vair, S. Schell, N. Kenny, M. Figliola, P. Niro, S. Hamilton Beach, D. Elliott, D. McConnell, V. McLeod, F. Coccimiglio, R. Toth-Rissanen

1. ADOPTION OF MINUTES

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the Minutes of the Regular Council Meeting of 2016 10 11 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 R. Niro – Lottery and Gaming Pursuit Team

Son employed by OLG.

3.2 Councillor M. Bruni – Lottery and Gaming Pursuit Team

Employed by OLG.

3.3 Councillor M. Shoemaker – 2016-177 (Zoning) 267 Cathcart Street

Applicant is a client of law firm.

3.4 Councillor P. Christian – Sault Ste. Marie Public Library

Employed by the Algoma District School Board.

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that the Agenda and Addendum for 2016 10 24 City Council Meeting as presented be approved.

Carried

5. PROCLAMATIONS/DELEGATIONS

5.1 Community Recognition Award

Chris Rous, Chair – Cultural Advisory Board was in attendance.

Recipients: Kathryn McAuley Yukich and Wendy A. Hamilton

5.2 Fringe North Festival

Tova Arbus, President – Fringe North International Theatre Festival was in attendance.

5.3 A-11-16-Z - 899 Second Line West

Bartholomew Bradley and Sandra McFarling were in attendance.

5.4 A-15-16-Z – 188 Kohler Street

Barry Fera, Steve McGuire, Andy Boston and David German were in attendance.

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

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that all the items listed under date 2016 10 24 – Agenda item 6 – Consent Agenda be approved as recommended, save and except item 6.8.

Carried

6.1 Correspondence

6.1.1 Northern Ontario Large Urban Municipalities (NOLUM)

Correspondence from the NOLUM Mayors to the Federal Liberal Northern Ontario Caucus regarding FedNor was received by Council.

6.1.2 Convergent Energy and Power Inc.

Invitation from the Mayor to attend a future meeting of Council.

6.1.3 Minister of Innovation, Science and Economic Development

Correspondence from the Mayor

6.2 Street Closure – 2016 Rotary Santa Claus Parade

- Bay Street from Elgin Street to Pim Street – from 5:00 p.m. to 6:30 p.m.
- Pim Street from Bay Street to Queen Street East – from 5:00 p.m. to 6:30 p.m.
- Queen Street East to Gore Street – from 5:30 p.m. to 7:30 p.m.

The relevant By-law 2016-178 is listed under item 11 of the Minutes.

6.3 Royal Canadian Legion Branch 25 Tax Exemption

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

The relevant By-law 2016-171 is listed under item 11 of the Minutes.

6.4 2016 City of Sault Ste Marie Credit Rating

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

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Chief Financial Officer/Treasurer dated 2016 10 24 concerning the 2016 City of Sault Ste Marie Credit Rating be received as information.

Carried

6.5 Information Flow Policy

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

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Deputy CAO / City Clerk – Corporate Services dated 2016 10 24 concerning Information Flow Policy be received and the Information Flow Policy be approved.

Carried

6.6 Downtown Business Improvement Area Board of Directors

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

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that the report of the Deputy City Clerk dated 2016 10 24 concerning Downtown Business Improvement Area Board of Directors be received and that Councillor R. Romano and Joseph A. Bisceglia, Kristi Cistaro, Frank Gaccione, Bryan Hayes, Rory Ring, Angela Romano, Paul Scornaienchi and Grace Tridico be appointed to the Downtown Business Improvement Area board of directors to hold office until December 1, 2018.

Carried

6.7 Potential Sale of City Owned Property

The report of the Deputy CAO, Public Works and Engineering Services was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Deputy CAO, Public Works and Engineering Services dated 2016 10 24 be received and that Council direct the Legal Department to create the necessary bylaw to declare the property at 13 Salisbury Avenue as surplus, and further to authorize disposition of said property.

Carried

6.9 Pigeon By-law Amendment

The report of the City Solicitor was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that the report of the City Solicitor dated 2016 10 24 concerning Pigeon By-law Amendment be and received and that Council take no action.

Carried

6.8 Risk and Liability Regarding Water Fountain – Goulais Avenue and Second Line West

The report of the Risk Manager was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Risk Manager dated 2016 10 24 concerning Risk and Liability Regarding Water Fountain – Goulais Avenue Second Line West be received and the Public Utilities Commission of the City of Sault Ste. Marie be directed to cap off and permanently stop the flow of water at the fountain located at Goulais Avenue and Second Line West.

Recorded	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	X		
Councillor R. Niro	X		
Councillor M. Bruni	X		
Councillor F. Fata	X		
Councillor J. Krmpotich			X
Councillor R. Romano	X		
Results	10	0	3

Carried

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1 ADMINISTRATION

7.1.1 2017 Capital Budget

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

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that the report of the Chief Financial Officer/Treasurer dated 2016 10 24 concerning the 2017–2019 Capital Budget and Forecast be received and that the 2017 Capital Budget and Financing Sources as set out in Appendix B and Capital from Current allocation and projects in Appendix D be approved.

Postponed

Moved by: Councillor M. Shoemaker

Seconded by: Councillor F. Fata

Resolved that item 7.1.1 be postponed to the December 5, 2016 meeting of Council.

Carried

7.2 COMMUNITY SERVICES DEPARTMENT

7.3 ENGINEERING

7.4 FIRE

7.5 LEGAL

7.6 PLANNING

7.6.1 A-11-16-Z – 899 Second Line West (3)

The report of the Senior Planner was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that the report of the Senior Planner dated 2016 10 24 concerning A-11-16-Z – 899 Second Line West (3) be received and that Council deny the applicant's request 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.

That Council rezone the northern 21.3m (70') of the subject property from "C.4" (General Commercial Zone) to "R.2.S" (Single Detached Residential Zone with a Special Exception) with the following provisions:

- To permit two (2) single detached dwelling units on the subject property;
- To reduce the exterior side yard setback requirement for the western dwelling unit from 4m (13.1') to 2m (6.6'); and
- To require the applicant to purchase and attach 3m (10') of the adjacent North Eden Street Right Of Way, to the subject property, prior to the passing the implementing zoning by-laws

and that the Legal Department be requested to prepare the by-laws necessary to effect the same.

Carried

7.6.2 A-15-16-Z – 188 Kohler Street

The report of the Senior Planner was received by Council.

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that the Report of the Senior Planner dated 2016 10 24 concerning Application A-15-16-Z – 188 Kohler Street be received and that Council rezone the eastern half of the subject property from "R.2" (Single Detached Residential Zone) to "R3.S" (Low Density Residential Zone with a Special Exception) to:

1. Permit two (2) multiple attached dwellings and one (1) semi-detached dwelling to be constructed on the same lot;
2. To reduce the frontage requirement from 18m (59') to 17m (55.7') for the parcel which is proposed to be occupied by a semi-detached dwelling; and
3. To reduce the north interior side yard requirement for the 'middle triplex' and semi-detached dwelling from 3m to 2m.
4. That through the Site Plan Control Agreement a 5m Easement in favour of PUC Services Inc. be registered along the north lot line of the subject property;

further that the eastern half of the subject property be deemed subject to Site Plan Control

and that the Legal Department be requested to prepare the by-laws necessary to effect the same.

Carried

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

7.8.1 Sault Ste. Marie Public Library

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

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that the report of the Sault Ste. Marie Public Library Board dated 2016 10 24 be received and that the recommendation of the Board to close the Churchill Branch Library with the intention of pursuing a public library location at the Alexander Henry school site with the establishment at that location of fully accessible and consolidated archives be approved.

Officially Read and Not Dealt With

Amendment:

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Romano

Resolved that the report of the Sault Ste. Marie Public Library Board dated 2016 10 24 be received and that the recommendation of the Board, being Option C, to close the Churchill Branch Library and Korah Branch Library and consolidate into a new northern branch with consolidated, fully accessible archives be approved and that Council request the Library Board to maintain appropriate presence at the Northern Community Centre to support senior and youth programming at the Northern Community Centre.

Recorded	For	Against	Absent
Mayor C. Provenzano	X		
Councillor S. Butland	X		
Councillor P. Christian - conflict			
Councillor S. Myers	X		
Councillor S. Hollingsworth			X
Councillor J. Hupponen	X		
Councillor L. Turco			X
Councillor M. Shoemaker	X		
Councillor R. Niro	X		
Councillor M. Bruni	X		

Councillor F. Fata		X	
Councillor J. Krmpotich			X
Councillor R. Romano	X		
Results	8	1	3
Carried			

7.8.1.1 Library Community Plan/Steelton Seniors Centre

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

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that the report of the Manager of Recreation and Culture dated 2016 10 24 concerning the Library Community Plan/Steelton Seniors Centre be received as information.

Officially Read and Not Dealt With

Amendment:

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Myers

Resolved that the report of the Manager of Recreation and Culture dated 2016 10 24 concerning the Library Community Plan/Steelton Seniors' Centre be received and Council authorize the moving of the Steelton Seniors' Centre to the Northern Community Centre.

Carried

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

8.1 Lottery and Gaming Pursuit Team

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

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

Moved by: Councillor P. Christian

Seconded by: Councillor F. Fata

Whereas the Sault Ste. Marie Lottery and Gaming Pursuit Team was formed in large part to deal with the impending modernization of Ontario Lottery and Gaming (OLG) located in Sault Ste. Marie; and

Where City Council approved \$750,000 of EDF funding to support the efforts of this group over a three-year period; and

Whereas the Sault Ste. Marie Lottery and Gaming Pursuit Team has identified a broad range of initiatives relating the OLG's modernization and the lottery industry in general; and

Whereas OLG recently announced that their plans to pursue modernization, as previously announced, is no longer being considered,

Now Therefore Be It Resolved that Council request that the Sault Ste. Marie Lottery and Gaming Pursuit Team provide a status update at the first Council meeting in November. The update should focus on the plans being pursued and explain how the recent OLG announcement impacts the group's scope of work and ultimate goals over the next few years.

Carried

8.2 Updates to Council

Moved by: Councillor S. Butland

Seconded by: Councillor P. Christian

Be It Resolved that Council introduce the practice of allocating 5 to 10 minutes at each Council meeting to provide updates to Council and more importantly, the community at large on initiatives that are pending, ongoing, prospective and new as being considered by staff, EDC, Innovation Centre, private enterprise.

Some possible presentations:

1. Status of Sault Ste. Marie Lottery and Gaming Initiative
 - a) Lottery and Gaming Pursuit Team
 - b) Data Centre
2. Small Business Development
3. Enrolment and future plans for Sault College and Algoma University
4. Progress of casino privatization – permanent structure
5. The Tech
6. Call Centres – present situation, future plans, staffing issues
7. Airport Development Corporation
8. S.I.S. Manufacturing Corporation

9. Searchmont
10. Tenaris – present situation and future?
11. Energy storage
12. Environmental Waste International
13. Tourism
14. Community Energy Strategy
15. Community Adjustment Committee
16. City Staff – housing, construction activity etc.
17. Potential economic initiatives through City/First Nation Chiefs
18. Any others deemed pertinent and appropriate by staff, EDC, SMIC, Council

Carried

8.3 Freezing Non-Union Salaries

Moved by: Councillor M. Shoemaker

Seconded by: Councillor F. Fata

Whereas the City faces annual increases in staff salary costs; and

Whereas the Council of the City of Sault Ste. Marie is committed to finding cost savings in these difficult economic times; and

Whereas the Corporation of the City of Sault Ste. Marie is anticipating a budget deficit in 2016 and a significant budget shortfall in 2017.

Now Therefore Be It Resolved that staff be requested to prepare an amendment to By-law 2000-147 (non-union salary administration by-law) which would have the effect of freezing annual non-union general economic salary increases until January 1, 2018.

Recorded	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	X		
Councillor R. Niro	X		
Councillor M. Bruni	X		
Councillor F. Fata	X		
Councillor J. Krmpotich			X
Councillor R. Romano	X		
Results	9	1	3

Carried

8.4 Public Works Third Party Review

Moved by: Councillor M. Shoemaker

Seconded by: Councillor F. Fata

Whereas Public Works represents a quarter of the City's entire budget; and

Whereas the Council of the City of Sault Ste. Marie must determine how to most effectively deliver services; and

Whereas the Council of the City of Sault Ste. Marie is committed to finding cost savings in the delivery of services in order to maintain a level of service that residents deem appropriate; and

Whereas the recently adopted vision for the Corporation of the City of Sault Ste. Marie is 'To be the leading innovative, dynamic and efficient municipal corporation in the Province of Ontario',

Now Therefore Be It Resolved that the Public Works Department be directed to hire an independent consultant to report to Council on potential savings in the Public Works department before deliberations for the 2018 budget to ensure that Sault Ste. Marie taxpayer dollars are being maximized by making the City a leader in the delivery of municipal services, with funding to be sourced from the existing Public Works budget.

Recorded	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	X		
Councillor R. Niro		X	
Councillor M. Bruni		X	
Councillor F. Fata	X		
Councillor J. Krmpotich			X
Councillor R. Romano		X	
Results	3	7	3

Defeated

- 9. COMMITTEE OF THE WHOLE FOR THE PURPOSE OF SUCH MATTERS AS ARE REFERRED TO IT BY THE COUNCIL BY RESOLUTION**
- 10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE**
- 11. CONSIDERATION AND PASSING OF BY- LAWS**

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that all By-laws under item 11 of the Agenda and Addendum under date 2016 10 24 be approved, save and except by-law 2016-177.

Carried

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

11.1.1 By-law 2016-158 (Street Assumption) Various

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2016-158 being a by-law to assume for public use and establish as public streets various parcels of land conveyed to the City be passed in open Council this 24th day of October, 2016.

Carried

11.1.2 By-law 2016-170 (Street Assumption) Amend By-law 2016-110

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2016-170 being a by-law to amend Schedule "A" to Street Assumption By-law 2016-110 be passed in open Council this 24th day of October, 2016.

Carried

11.1.3 By-law 2016-171 (Taxes) Royal Canadian Legion Branch 25

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2016-171 being a by-law to exempt from taxation, except for local improvement rates, property of the Royal Canadian Legion, Branch 25 be passed in open Council this 24th day of October, 2016.

Carried

11.1.4 2016-176 (Official Plan Amendment) 267 Cathcart Street

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2016-176 being a by-law to adopt Amendment No.217 to the Official Plan for the City of Sault Ste. Marie be passed in open Council this 24th day of October, 2016.

Carried

11.1.6 By-law 2016-178 (Temporary Street Closing) Rotary Santa Claus parade

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2016-178 being a by-law to permit the temporary closing of various streets to facilitate the annual Rotary Santa Claus parade on November 19, 2016 be passed in open Council this 24th day of October, 2016.

Carried

11.1.7 By-law 2016-179 (Regulations) Exemption from Noise By-law and Firearms By-law

Moved by: Councillor R. Niro

Seconded by: Councillor J. Hupponen

Resolved that By-law 2016-179 being a by-law to exempt the 49th (SSM) Field Regiment Royal Canadian Artillery, while using the Roberta Bondar property in the vicinity of the former

tour boat mooring site, from By-law 2008-168 being a firearms by-law to prohibit the discharge of firearms in the municipality and from By-law 80-200 being a by-law respecting noises in the City of Sault Ste. Marie be passed in open Council this 24th day of October, 2016.

Carried

11.1.5 2016-177 (Zoning) 267 Cathcart Street

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

Moved by: Councillor S. Myers

Seconded by: Councillor J. Hupponen

Resolved that By-law 2016-177 being a by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 267 Cathcart Street be passed in open Council this 24th day of October, 2016.

Carried

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

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

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

13. CLOSED SESSION

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Resolved that this Council proceed into closed session to discuss:

- the acquisition of properties in the downtown area
- one legal matter (potential renegotiation of a contract)

(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 R. Niro

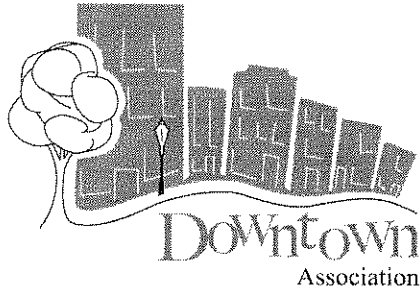
Seconded by: Councillor M. Shoemaker

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



Queenstown Association BIA
Sault Ste. Marie, Ontario

To: City Clerk Department
City Legal Department

From: Queenstown Association BIA

Date: October 17, 2016

RE: Temporary Street Closure for Queenstown Association BIA's Annual Moonlight Magic

Thursday, November 17, 2016 Queenstown Association BIA kicks off the Holiday Season with our annual late-night shopping event, Moonlight Magic.

Queen Street will be closed to traffic from 3pm to 12am.

Event runs from 6-11pm.

- Tree Lighting Ceremony on the Courthouse Lawn with City of SSM and Mayor Provenzano
- Complimentary Roasted Chestnuts and Hot Apple Cider at the Tree Lighting
- Live Music (Carolers)
- Shops are open late, until 11pm offering promotions, treats etc.
- Hot Chocolate Competition at participating cafes and restaurants
- Window Decorating Contest

Please see attached supporting documents; please advise should there be any other information needed.

CONFIRMATION OF INSURANCE

This is to confirm to: THE CORPORATION OF SAULT STE. MARIE, ONTARIO

(Name and address) 99 FOSTER DR.

SAULT STE. MARIE, ONTARIO P6A5X6

That policies of insurance as herein described have been issued to the Insured named below and are in force at this date.

Name and address of Insured: QUEENSTOWN ASSOCIATION

496 QUEEN ST. E

SAULT STE. MARIE, ONTARIO P6A1Z8

Location and Operations to which this confirmation applies:

Kind of policy	Policy Number	Expiry date YYYY/MM/DD	Amount of insurance
Property Insurance All Risks ☐ Named Perils ☐ Replacement Cost ☐ Flood ☐ Earthquake ☐ Sewer Back up ☐ Equipment Breakdown ☐ Standard Mortgage Clause Incl. ☐ Excl. ☐ Other :			Limit Deductible \$ \$ Co-Insurance % Other :
Commercial General Liability Products and/or completed operations Incl. ☐ Excl. ☐ Non-Owned Automobile Incl. ☐ Excl. ☐ Other :	6418290	01102017	Each occurrence limit : \$5,000,000 Aggregate limit : \$5,000,000 Tenant's Legal Liability : \$250,000 Non-Owned Automobile - limit : \$ Other: LIQUOR LIABILITY ENDORSEMENT The limits shown may have been reduced by paid claims.
Automobile Liability All vehicles owned a/o leased ☐ *Only described vehicles ☐			Inclusive limits – Bodily Injury and Property Damage Combined: \$ *Described vehicles:

NOTE : MOONLIGHT

The insurance afforded is subject to the terms, conditions and exclusion of the applicable policy. This confirmation is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer. The Insurer will endeavour to mail to the holder of this Confirmation 30 days' written notice of any material change in or cancellation of these policies, but assumes no responsibility for failure to do so.

Date: OCTOBER 13, 2016

Authorized Representative of the Insurer: JOHN PALMERIO

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Queenstown Association BIA TELEPHONE: (705) 942-2919
ADDRESS: 496 Queen St. E, SSM POSTAL CODE: P6A 1Z8

The above person hereby makes application for the closing of

Queen Street E.
(Name of street to be closed)

from Pim Street to Dennis Street
(reference points - street numbers, cross streets, etc.)

on the 17 day of November, 20 16 from 3 am/pm to 12 am/pm

for the purpose of _____

APPROVALS SECTION:

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

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

Signature of Official

Signature of Official

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

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

Signature of Official

Signature of Official

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

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

Signature of Official

Signature of Official

CITY CLERK SECTION:

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

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Queenstown Association BIA TELEPHONE: (705) 942-2910
 ADDRESS: 496 Queen St. E, SSM POSTAL CODE: PLA 1Z8

The above person hereby makes application for the closing of

Queen Street E.
 (Name of street to be closed)

from Pim Street to Dennis Street
 (reference points - street numbers, cross streets, etc.)

on the 17 day of November, 20 16 from 3 am/pm to 12 am/pm

for the purpose of Entered Oct 11/16

APPROVALS SECTION:

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

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

 Signature of Official

 Signature of Official

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

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

 Signature of Official

 Signature of Official

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

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

[Signature]
 Signature of Official

[Signature]
 Signature of Official

CITY CLERK SECTION:

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

10/11/2016 13:00 FAX 705

Downtown Ass.

0003/0003

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Queenstown Association BIA TELEPHONE: (705) 942-2911
 ADDRESS: 496 Queen St. E, SSM POSTAL CODE: A6A 1Z8

The above person hereby makes application for the closing of

Queen Street E.
 (Name of street to be closed)

from Pim Street to Dennis Street
 (reference points - street numbers, cross streets, etc.)

on the 17 day of November, 20 16 from 3 am/pm to 12 am/pm

for the purpose of _____

APPROVALS SECTION:

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

 Signature of Official

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

[Signature]
 Signature of Official

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

 Signature of Official

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

 Signature of Official

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

 Signature of Official

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

[Signature]
 Signature of Official

CITY CLERK SECTION:

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

10/11/2016 12:59 FAX 705

Downtown Ass.

0003/0003

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Queenstown Association BIA TELEPHONE: (705) 942-2910ADDRESS: 496 Queen St. E, SSM POSTAL CODE: PLA 1Z8

The above person hereby makes application for the closing of

Queen Street E.

(Name of street to be closed)

from Pim Street to Dennis Street
(reference points - street numbers, cross streets, etc.)on the 17 day of November, 20 16 from 3 am/pm to 12 am/pm

for the purpose of _____

APPROVALS SECTION:

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

546 3440 EastOCT 12 2016

Signature of Official

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

Signature of Official

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

Signature of Official

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

Signature of Official

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

Signature of Official

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

Signature of Official

CITY CLERK SECTION:

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

10/11/2016 13:01 FAX 705

Downtown Ass.

0003/0003

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Queenstown Association BIA TELEPHONE: (705) 942-2911ADDRESS: 496 Queen St. E, SSM POSTAL CODE: M6A 1Z8

The above person hereby makes application for the closing of

Queen Street E.

(Name of street to be closed)

from Pim Street to Dennis Street

(reference points - street numbers, cross streets, etc.)

on the 17 day of November 20 16 from 3 am/pm to 12 am/pm

for the purpose of _____

APPROVALS SECTION:

1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
Fax 759-7820
580 Second Line East2. Fire Services/Emergency Medical Services (EMS)
Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street_____
Signature of Official_____
Signature of Official3. Public Works & Transportation Dept.
Telephone 541-7000
Fax 541-7010
128 Sackville Road4. Transit/Parking
Telephone 759-5320
Fax 759-5834
111 Huron Street_____
Signature of Official_____
Signature of Official5. Central Ambulance Communication
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)_____
Signature of Official_____
Signature of Official

CITY CLERK SECTION:

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

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: QueensTown Association BIA TELEPHONE: (705) 942-2911
ADDRESS: 496 Queen St. E, SSM POSTAL CODE: P6A 1Z8

The above person hereby makes application for the closing of

Queen Street E.
(Name of street to be closed)

from Pim Street to Dennis Street
(reference points - street numbers, cross streets, etc.)

on the 17 day of November 20 16 from 3 am/pm to 12 am/pm

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580 Second Line East

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Telephone 949-3335/949-3387
Fax 949-2341
72 Tancred Street

Signature of Official

Signature of Official

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Telephone 541-7000
Fax 541-7010
128 Sackville Road

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Telephone 759-5320
Fax 759-5834
111 Huron Street

Signature of Official

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

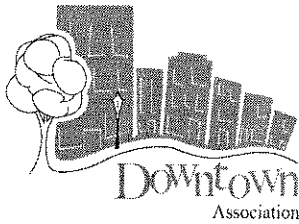
6. Downtown Association
Telephone 942-2919
Fax 942-6368
496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

Signature of Official

Signature of Official

CITY CLERK SECTION:

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



Queenstown BIA

Sault Ste Marie, Ontario

October 11, 2016

Police Service, Traffic Dept
580 Second Line East
Sault Ste. Marie, ON

Re: Temporary Street Closure – Moonlight Magic

Queenstown BIA is hosting its' annual holiday event, Moonlight Magic on Thursday, November 17, 2016 from 5pm to 11pm along Queen Street E (Pim to Dennis) with a request to close Queen Street E from 3pm to 12am.

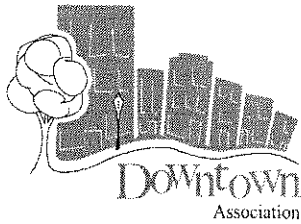
The BIA Events subcommittee is requesting to close all north/south intersections of Queen Street East from Pim to Dennis. Traditionally, Brock and Bruce Street intersections have remained open to traffic; however, we are requesting they be closed to traffic for the 2016 event with Queenstown BIA providing security to direct traffic and ensuring safety of pedestrians participating in the event, and in order to open barricades for Emergency Services vehicles should it be necessary.

Should you have any questions, comments or concerns regarding the street closure request please call our office at 705-942-2919 or email info@saultdowntown.com.

Sincerely,

Harlee Kimsal
Events & Communications Coordinator

cc. Josh Ingram, General Manager



Queenstown BIA

Sault Ste Marie, Ontario

October 11, 2016

Fire Services / EMS
72 Tancred
Sault Ste. Marie, ON

Re: Temporary Street Closure – Moonlight Magic

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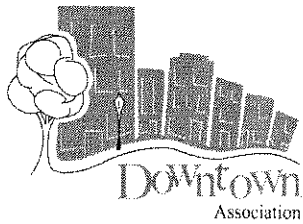
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Sincerely,

Harlee Kimsal
Events & Communications Coordinator

cc. Josh Ingram, General Manager



Queenstown BIA

Sault Ste Marie, Ontario

October 11, 2016

Public Works & Transportation Dept
128 Sackville Road
Sault Ste. Marie, ON

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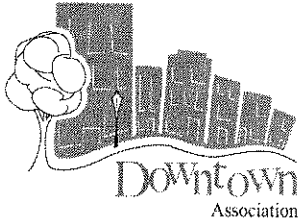
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Sincerely,

Harlee Kimsal
Events & Communications Coordinator

cc. Josh Ingram, General Manager



Queenstown BIA

Sault Ste Marie, Ontario

October 11, 2016

Transit & Parking
111 Huron Street
Sault Ste. Marie, ON

Re: Temporary Street Closure – Moonlight Magic

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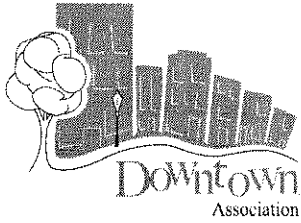
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Sincerely,

Harlee Kimsal
Events & Communications Coordinator

cc. Josh Ingram, General Manager



Queenstown BIA

Sault Ste Marie, Ontario

October 11, 2016

CACC
65 Old Garden River Road
Sault Ste. Marie, ON

Re: Temporary Street Closure – Moonlight Magic

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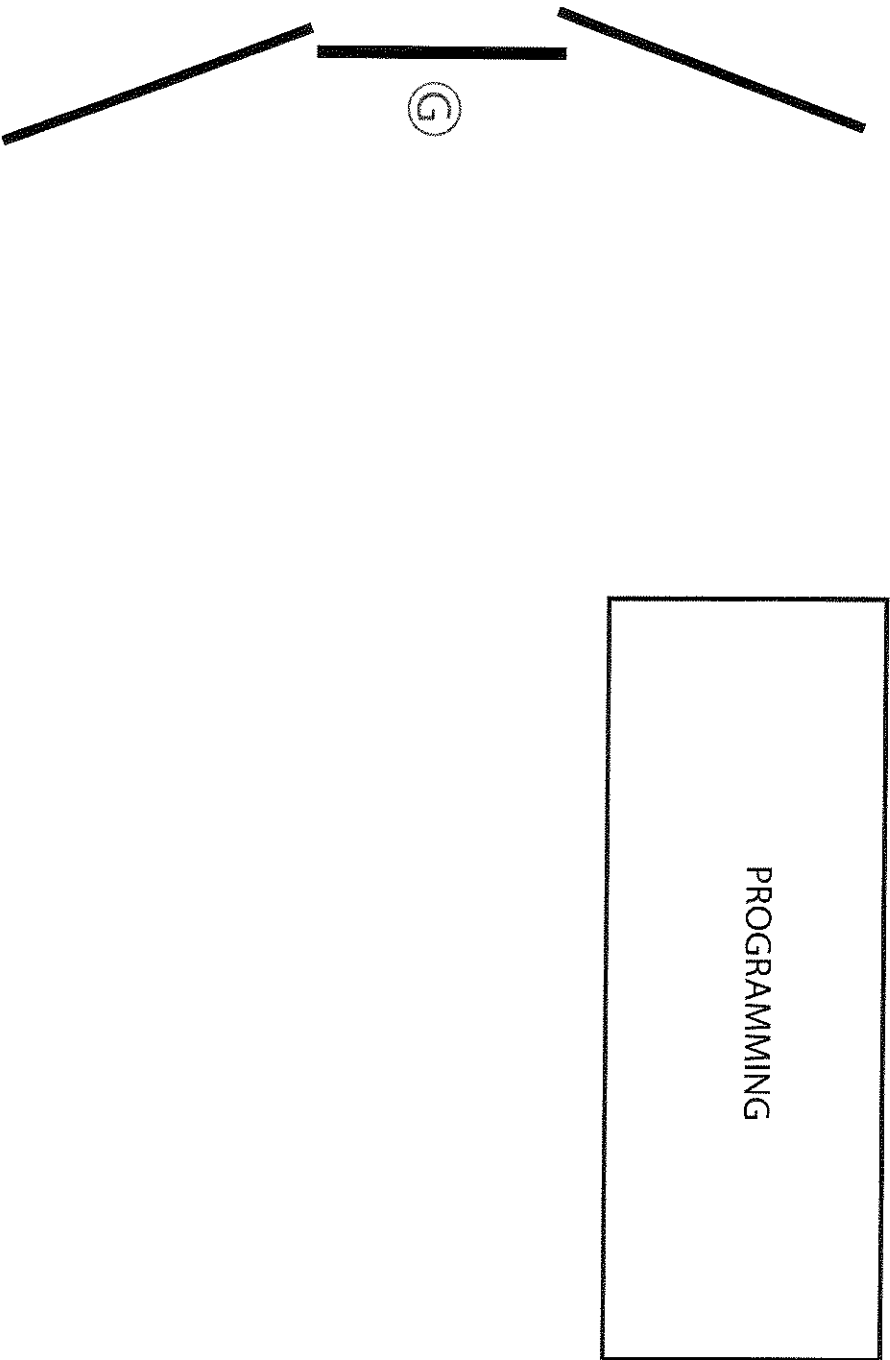
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Sincerely,

Harlee Kimsal
Events & Communications Coordinator

cc. Josh Ingram, General Manager

PIM ST



TENT

BAND

(P) POWER DROP

(V) VOLUNTEER

(G) GUARD

(W) WASHROOM

20' EXHIBITION SECTION

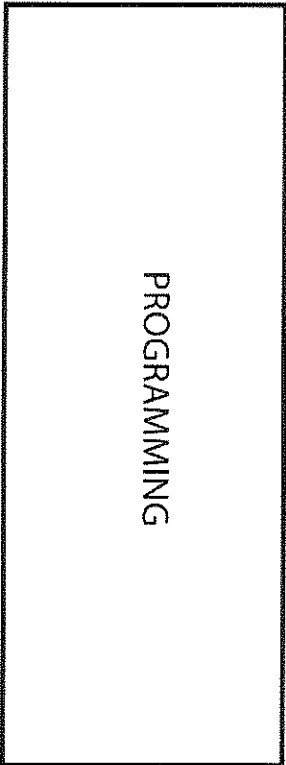
X CHAIRS

BUDGET:

EAST ST

Square One (East to Brock)

EAST ST



Ⓔ

TENT

BAND

⒫ POWER DROP

⒱ VOLUNTEER

Ⓖ GUARD

⒲ WASHROOM

Ⓐ TOTAL IN OPERATION

X CHAIRS

BUDGET:

BROCK ST

TOTAL WIDTH: 24.5FT
TOTAL LENGTH: 650FT

Square Two (Brock to Spring)

BRock ST

PROGRAMMING

HOT CHOC COMP

TENT SPRING ST

BAND

☒ P POWER DROP

BUDGET:

☒ V VOLUNTEER

☒ G GUARD

☒ W WASHROOM

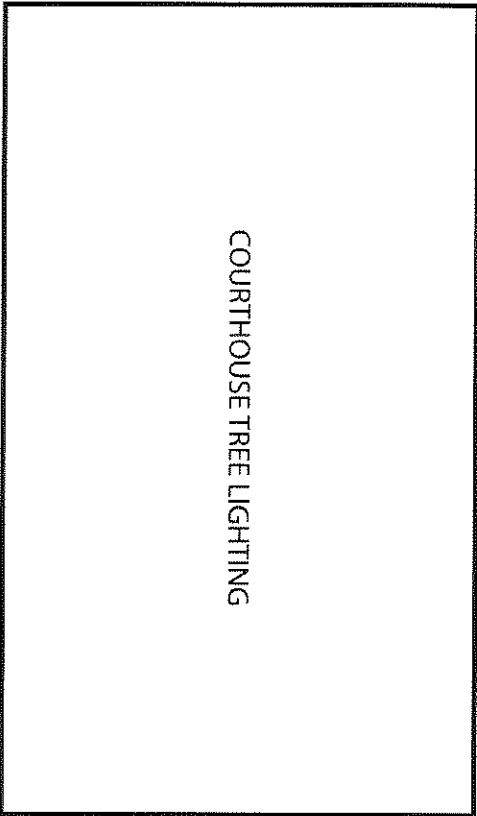
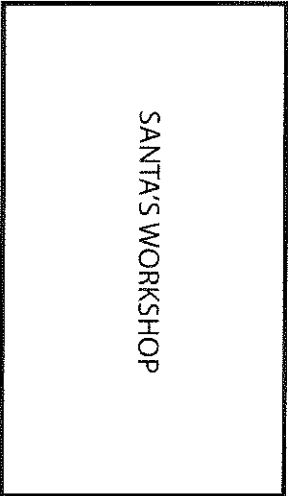
☒ X CHAIRS

TOTAL WIDTH: 24.5FT

TOTAL LENGTH: 475FT

Square Three (Spring to Elgin)

SPRING ST



TENT BAND ☐ P ☐ P ELGIN ST

☐ P POWER DROP BUDGET:

☐ V VOLUNTEER

☐ G GUARD

☐ W WASHROOM

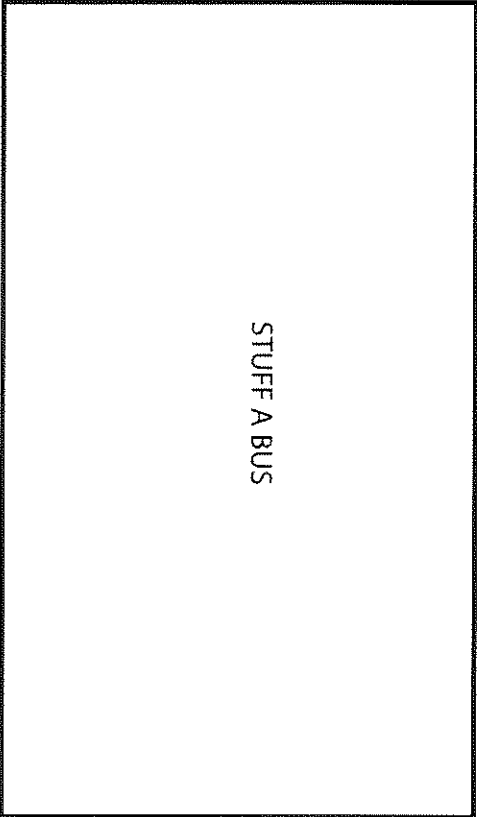
☐ X EXTRA INFORMATION

X CHAIRS

TOTAL WIDTH: 24.5FT
TOTAL LENGTH: 850FT

Square Four (Elgin to Bruce)

ELGIN ST



BRUCE ST

TENT

BAND

☐ POWER DROP

BUDGET:

☐ VOLUNTEER

☐ GUARD

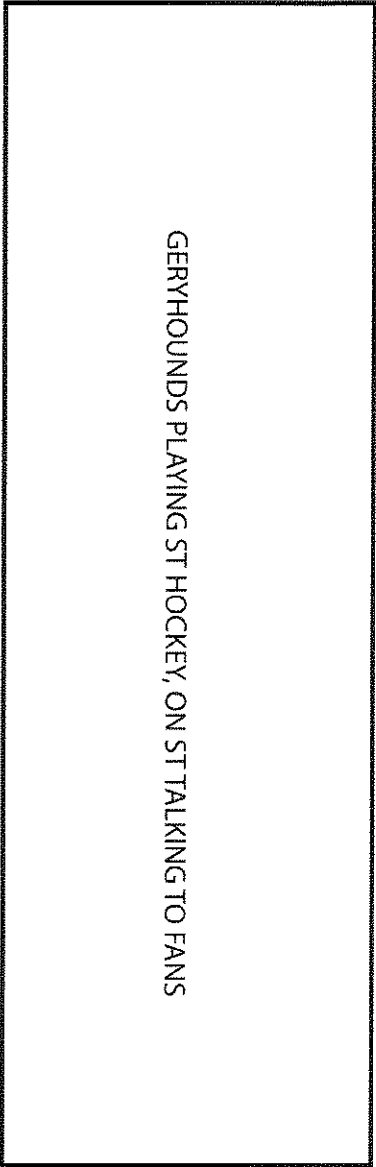
☐ WASHROOM

☐ EXTRA INFORMATION

X CHAIRS

TOTAL WIDTH: 24.5FT
TOTAL LENGTH: 675FT

BRUCE ST



(G)

TENT

DENNIS ST

BAND

(P) POWER DROP

BUDGET:

(V) VOLUNTEER

(G) GUARD

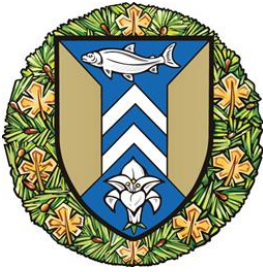
(W) WASHROOM

* EXTRA NEEDS FOR

X CHAIRS

TOTAL WIDTH: 24.5FT

TOTAL LENGTH: 675FT



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

COUNCIL REPORT

November 7, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: One (1) Year Extension of Contract for Petroleum Fuel Products (2016PWT-28-T)

PURPOSE

The purpose of this report is to provide information concerning extension of the contract for Petroleum Fuel Products, as required by various departments of the City for an additional one (1) year period commencing January 1, 2017. Staff is seeking Council approval of the extension.

BACKGROUND

Award of the tender for the supply of Petroleum Fuel Products to McDougall Energy Inc. was approved by City Council on November 6, 2013. This award was for a two (2) year period; allowing for one (1) year extensions by mutual agreement.

ANALYSIS

McDougall Energy Inc. is in agreement with a one (1) year contract extension for the supply of Petroleum Fuel Products. Present annual consumption is approximately 2,800,000 litres. McDougall Energy has agreed to maintain the bi-weekly price adjustment established in the original tender; which is based on changes to the average petroleum rack prices for Toronto Ontario as listed in the Bloomberg Oil Buyer's Guide, plus administration fees and taxes.

FINANCIAL IMPLICATIONS

Funding for this activity is provided within the operating accounts of the user departments.

STRATEGIC PLAN / POLICY IMPACT

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

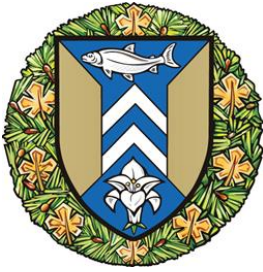
RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2016 11 07 be received and the recommendation that the contract for the supply of Petroleum Fuel Products, as awarded to McDougall Energy Inc., be extended for a one (1) year period commencing January 1, 2017, be approved.

Respectfully submitted,

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

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



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

COUNCIL REPORT

November 7, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tim Gowans, Manager of Purchasing

DEPARTMENT: Finance Department

RE: One (1) Year Extension of Contract for Security Services at the Civic Centre

PURPOSE

The purpose of this report is to provide information concerning extension of the contract for provision of Security Services at the Civic Centre, as required by Building Services Division of the Engineering Department for an additional one (1) year period commencing January 1, 2017. Staff is seeking Council approval of the extension.

BACKGROUND

Award of the Request for Proposal for the provision of Security Services at the Civic Centre to the Commissionaires was approved by City Council on November 19, 2012. This award was for a two (2) year period; allowing for one (1) year extensions by mutual agreement.

ANALYSIS

The Commissionaires are in agreement with a one (1) year contract extension for provision of these services. Present annual costs are approximately \$110,000.00, HST extra. The Commissionaires are requesting a 1.0% increase in fees.

FINANCIAL IMPLICATIONS

The recommended increase will increase the service cost by \$1,100. The increase can be accommodated within the existing Building Services Division's Security Accounts.

STRATEGIC PLAN / POLICY IMPACT

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

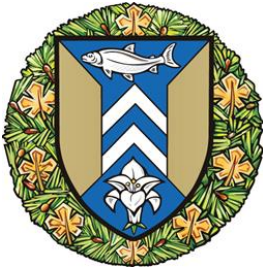
RECOMMENDATION

Resolved that the report of the Manager of Purchasing dated 2016 11 07 be received and the recommendation that the contract for the provision of Security Services at the Civic Centre, as awarded to the Commissionaires, be extended for a one (1) year period commencing January 1, 2017, be approved.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. 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

November 7, 2016

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Corporate Services

RE: 2017 User Fees – Bylaw 2016-

PURPOSE

Under the Municipal Act, section 391(1) municipalities have the authority to impose fees or charges for any activity or service that they provide. Staff is seeking Council approval of the user fees included in the schedules of By-law 2016-180 found elsewhere on the agenda, with the effective date of January 1, 2017.

BACKGROUND

User fees are one of the few controllable sources of revenue that can reduce the reliance on property taxes. The rationale for user fees is that those who clearly benefit from the service should be the ones to pay for it. Constraints exist that prevent full cost recovery for some activities and services, such as market pricing.

All departments have reviewed their applicable user fees and provided suggested increases to assist in the deflecting of additional costs anticipated for 2017. Service level changes are not reflected in the analysis and thus the total budget impact may be more or less than shown.

ANALYSIS

Increasingly municipalities are looking at user fees to help offset the impact of municipal services on property taxes. Services funded through taxation result in the general tax base funding whether or not they receive any direct benefit. There is also a range of services that are provided to benefit the common good of the community which would be funded through all or in part through taxation. Staff is recommending that for 2017 a comprehensive User Fee Study be conducted to update the user fee model and calculate the current full cost of providing services.

For 2017 the current pricing methodology will be used. Changes to some fees equate to an estimated Consumer Price Index change of 2%. Some fees are not recommended for change due to current market pricing. A summary of User Fee Service Charges Budget Impact is included in Appendix A.

FINANCIAL IMPLICATIONS

The change in the User Fees as recommended reflects an estimated increase in revenue of \$193,087.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated 2016 11 07 be received and the recommendation that Council approve the user fees, effective January 1, 2017. By-law 2016-180 that authorizes the user fees can be found elsewhere on the agenda.

Respectfully submitted,

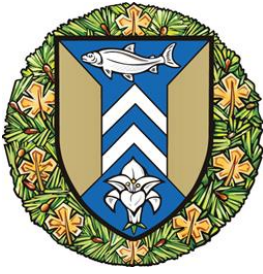
A handwritten signature in cursive script, appearing to read "Shelley Schell".

Shelley J. Schell, CPA, CA
Chief Financial Officer & Treasurer

**THE CORPORATION OF THE CITY OF SAULT STE MARIE
USER FEES AND SERVICE CHARGES BUDGET IMPACT
2017**

APPENDIX A

<u>DEPARTMENT:</u>	\$
Clerks	-
Community Services Department	
Bondar Pavilion	316
Athletic Fields/Bellevue Park events	1,190
Historic Sites Board	-
John Rhodes Community Centre-Arena	
Ice Rentals	10,017
Ice Skating	293
John Rhodes Community Centre-Pool	
Public Swim	2,224
Swim Instruction	5,150
Swim Teams	655
Swim Instruction-Schools	187
McMeeken Centre	
Ice Rentals	2,672
Ice Skating	70
Essar Centre	
Ice Rentals	2,700
Meeting Room Rental	328
Day Nurseries	2,525
Engineering & Planning	-
Finance	-
Fire Services	-
Legal	-
PWT	
Cemetery fees	-
Transit	164,760
Total Budget Impact	193,087



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

COUNCIL REPORT

November 7, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Malcolm White, Deputy CAO / City Clerk – Corporate Services

DEPARTMENT: Corporate Services

RE: Board – Committee Appointment Process

PURPOSE

The purpose of this report is to respond to a council resolution and provide a recommendation to amend the City's current process of making appointments to boards and committees.

BACKGROUND

The following resolution was passed at the 2016 10 11 Council meeting.

Whereas the City of Sault Ste. Marie City Council makes appointments to more than 40 boards and committees; and

Whereas the majority of the appointments are volunteer positions; and

Whereas boards and committees are very important to our community and its development; and

Whereas it is very important that appointments are skill-based and that we ensure that the volunteers appointed to boards and committees have the right skills and abilities needed by the respective board or committee; and

Whereas the City of Sault Ste. Marie City Council wants to ensure that it is making the best appointments possible and using the best process available to it to make those appointments;

Now Therefore Be It Resolved that the City Clerk's Office be requested to report on or before the first meeting in November providing its best advice on how City Council should hereafter make its board & committee appointments.

ANALYSIS

As Council is aware, a new board and committee appointment process was recommended by a special committee of Council and approved in 2015, and has been used to make a number of appointments, primarily in filling vacancies that have arisen since January, 2015.

There are two areas of concern with the current process. The first is the general apprehension that has been expressed by citizen applicants as to the open manner in which their suitability for appointment is considered. The second is the need for a skills based appointment process to ensure boards and committees that require a mix of specific skill sets will have those needs addressed.

To address these concerns, staff is recommending the use of a nominating committee that would review and consider the merits of all citizen applicants to boards and committees and present a slate of recommended applicants to Council for approval. The composition of the committee would consist of 3 members of Council and the following staff members who administrate various boards and committees:

Deputy City Clerk
Secretary/Treasurer – Committee of Adjustment
Manager of Recreation and Culture
Curator – Ermatinger/Clergue National Historic Site
Accessibility Co-ordinator

The committee would be classified as a task force under the procedure by-law and consider citizen applications only. The appointments of members of Council to boards and committees would follow the current process.

The attached policy contains the revisions necessary to effect the addition of a nominating committee to the existing process.

FINANCIAL IMPLICATIONS

Adoption of the amended policy will have a nominal financial impact, but will require an increased level of staff time to implement, particularly in election years and for mid-term appointments.

STRATEGIC PLAN / POLICY IMPACT

This matter is not linked to a focus area in the current strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Board-Committee Appointment Process

2016 11 07

Page 3.

Resolved that the report of the Deputy CAO / City Clerk – Corporate Services dated 2016 11 07 concerning Board – Committee Appointment Process be received and that the revised Board – Committee Appointment Policy be approved.

Respectfully submitted,



Malcolm White
Deputy CAO / City Clerk
Corporate Services
705.759-759-5391
m.white@cityssm.on.ca



Subject: APPOINTMENTS
Department/Division: Boards and Committees
Source: City Council
Date: 2016 11 07

Page: 1 of 2

POLICY STATEMENT	The City of Sault Ste. Marie is committed to ensuring the appointment of qualified candidates to boards and committees in a manner that is open, transparent, fair and equitable and strives for representation that is consistent with the makeup of the community.
PURPOSE	This policy outlines the process by which council members and citizens are appointed to boards and committees, whether they be boards and committees of Council, other boards and committees or boards and committees to which Council nominates members for consideration.
PUBLIC NOTICE	The Clerk's Department issues public notice to all media and the corporate website concerning upcoming vacancies on boards and committees including the form of application approved by Council and the timeline for receipt of applications..
APPLICATIONS	A citizen must submit an application on the form provided by the City Clerk if he/she is interested in serving on a board or committee. Council members must indicate their interests in writing to the City Clerk following the same timeline as citizen applications.
ELIGIBILITY OF CITIZENS	Council may make appointments at their discretion and are not limited to only eligible electors except where provided otherwise by statute. No citizen shall be appointed to more than five (5) boards and committees.
ELIGIBILITY OF CITY EMPLOYEES	City employees are not eligible for appointment to the: 1) Parks & Recreation Advisory Committee, or 2) Committee of Revision. 3) Public Library Board
NOMINATING COMMITTEE	A Nominating Committee, consisting of three members of Council and the Deputy City Clerk, Secretary/Treasurer – Committee of adjustment, Manager of Recreation and Culture, Curator – Ermatinger/Clergue National Historic Site and the Accessibility Co-ordinator shall consider all citizen applications with reference to

particular skills required by various boards and committees. The Nominating Committee shall provide a slate of recommended citizen applicants to Council for their consideration.

APPOINTMENTS

City Council will meet in open session, either at a regular meeting or a special meeting called for that purpose to make appointments to the boards and committees.

The agenda for such meetings shall contain the names of all applicants (council members and citizens) who have indicated an interest in serving on the boards and committees being considered. Further to the Municipal Freedom of Information and Protection of Privacy Act (MFFIPA) the application forms and supporting material for each applicant shall be circulated only to Council.

Council may request further information concerning an applicant, either in writing or by personal attendance at the meeting.

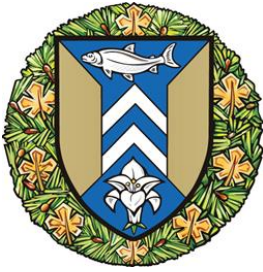
When considering citizen appointments to a particular board or committee, members of council shall consider the recommended slate of applicants recommended by the Nominating Committee. Council shall nominate members of Council for consideration of appointments requiring a member of Council.

Should the number of nominees exceed the number of vacancies for a board or committee, balloting will take place in accordance with the provisions for simultaneous recorded vote in the procedure by-law.

Every appointment made by Council to boards and committees shall be at the pleasure of Council, whether or not the appointment is for a specified time period.

APPOINTEES NOTIFIED

The City Clerk notifies all appointees in writing of their appointments following the meeting.



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

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

November 7, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Rachel Tyczinski, Deputy City Clerk

DEPARTMENT: Corporate Services

RE: Walk of Fame

PURPOSE

The purpose of this report is to obtain direction as to the Sault Ste. Marie Walk of Fame.

BACKGROUND

The Sault Ste. Marie Walk of Fame was established by By-law 2002-193 on September 9, 2002 to “provide recognition in the form of stars embedded in the sidewalk within the downtown area...in partnership with the Downtown Association to persons in recognition of outstanding achievement”. To date there are 38 recipients of the award.

The “stars” have taken the form of a granite maple leaf and were embedded in the sidewalk adjacent to the Essar Centre. Unfortunately the maple leaves were adversely affected by weather conditions and were taken up in the course of Queen Street streetscaping in 2015 and remain in storage at Public Works.

By Council resolution of May 27, 2013 Council directed staff to review options to remediate the situation and (including investigating relocation of the leaves) and report back to City Council with recommendations and associated costs.

A February 3, 2014 report to Council outlined costs to embed the maple leaves in the façade of the Essar Centre ranging from \$70,000 to \$175,000 for a projected 66 awards. Council approved option 3 (\$56,520 to replace the then 36 awards) subject to approval as a supplementary item in the 2014 budget. The project was not subsequently approved as a supplementary budget item.

The Deputy CAO Public Works and Engineering Services, the Planning Director and the Deputy City Clerk met on October 27, 2016 to review various options to revive the Walk of Fame.

ANALYSIS

Staff have identified several in-house solutions, two of which were presented to Council in a report dated September 28, 2015.

1. High quality vinyl floor graphic of a maple leaf with the inductee's name and year the award was presented. These could be applied in chronological order to the main concourse floor area at the north exit of the Essar Centre.
2. 6" x 6" aluminum leaves which could be mounted on the exterior of the Essar Centre – estimated cost \$1,000 each.
3. Illuminated pillars of varying heights which could be placed throughout the downtown area – estimated cost \$1,000 each.
4. Reclaiming the granite maple leaves – cutting the existing maple leaves from the surrounding concrete, cleaning and buffing. These could be placed on pedestals in flower beds throughout the downtown area. Of the current 38 maple leaves, 33 are salvageable and five would need to be replaced. Estimated cost to clean and buff \$185 each. Estimated cost to replace \$620 each. Estimated cost to erect \$300 each.

Staff is recommending option 4.

FINANCIAL IMPLICATIONS

The cost to reclaim the existing granite maple leaves would be \$20,605. A funding source will need to be identified.

On a go-forward basis the cost for each new award would be \$1,085.

It is recommended that \$2,000 be budgeted annually for maintenance in the event of damage.

STRATEGIC PLAN / POLICY IMPACT

Vibrant downtown areas is a strategic direction under the Quality of Life focus in the corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy City Clerk dated 2016 11 07 regarding Walk of Fame be received and that option 4 – reclaiming the existing granite maple leaves and placing them in flower beds in the downtown area (\$20,605 plus \$2,000 ongoing for maintenance) be referred to the 2017 budget for consideration.

Respectfully submitted,



Walk of Fame

2016 11 07

Page 3.

Rachel Tyczinski

Deputy City Clerk

705.759.5392

r.tyczinski@cityssm.on.ca

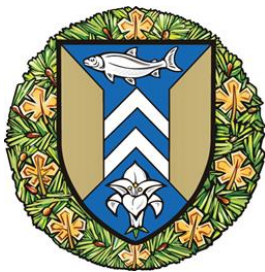
Overall 12" x 12" Vinyl Floor Graphic











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

COUNCIL REPORT

November 7, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Rick Borean, Supervisor of Community Services

DEPARTMENT: Community Development and Enterprise Services

RE: Celebrate Canada Program – Funding Application 2017

PURPOSE

The purpose of this report is to request approval to apply to the Department of Canadian Heritage – Celebrate Canada Program for financial assistance for our Canada Day Celebration on July 1, 2017.

BACKGROUND

Each year, the Community Development & Enterprise Services – Recreation and Culture Division coordinates a July 1st Canada Day Celebration held at Roberta Bondar Park. This celebration includes protocol opening ceremonies, family entertainment throughout the day, followed by a fireworks presentation at dusk. An application is made annually to the Department of Canadian Heritage for financial assistance. In 2016, the City received \$5,200.

ANALYSIS

The Department of Canadian Heritage – Celebrate Canada Program Provides financial support to municipalities for Canada Day programming and activities.

FINANCIAL IMPLICATIONS

There is a line item in the Community Services Department budget to support Canada Day programming and activities. The funding received helps to offset the costs incurred for the Canada Day Celebration.

STRATEGIC PLAN / POLICY IMPACT

The Strategic Plan does not specifically address this matter.

RECOMMENDATION

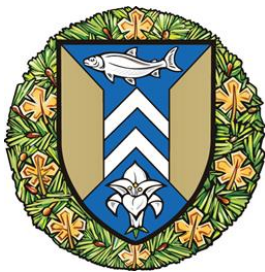
It is therefore recommended that Council take the following action:

That the report of the Supervisor of Community Services concerning Celebrate Canada Program funding be received and the recommendation that staff be authorized to apply to the Department of Canadian Heritage for the 2017 Celebrate Canada Program, to assist in funding the City of Sault Ste. Marie Canada Day Celebration be approved.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R Borean", enclosed within a faint, light-colored oval border.

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



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

COUNCIL REPORT

November 7, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Carl Rumiel, Design and Construction Engineer

DEPARTMENT: Public Works and Engineering Services

RE: Sackville Road Extension – Engineering Services

PURPOSE

The purpose of this report is to obtain Council approval to retain a consultant to provide engineering services for the design and contract administration of the Sackville Road Extension project that is planned for 2017.

BACKGROUND

The extension of Sackville Road to Third Line has been a transportation initiative for many years. It is also the preferred alternative under a recent Environmental Assessment to alleviate congestion on Great Northern Road. It is required primarily due to the increase in traffic relating to and developments in the Great Northern Road corridor including the relocation of the hospital.

As part of the environmental assessment completed in 2012 it was recommended that Sackville Road be extended to Third Line including services and a class A urban road cross-section. This is also included in the 2017 Capital Road Construction Plan.

ANALYSIS

In accordance with the City's procurement policy for retaining consultants, a Request for Proposal was sent to engineering consultants that are on the City's current Vendor of Record list for the Linear Municipal Infrastructure category. Staff received proposals from the following firms:

- AECOM
- Tulloch Engineering
- Kresin Engineering Corporation
- WSP
- STEM Engineering Group
- GHD

All proposals were reviewed by a committee of engineering staff. The committee followed a detailed scoring system that considered consulting team, detailed methodology, schedule and fees.

Based on the committee's results, it is recommended that this work be awarded to Kresin Engineering Corporation.

FINANCIAL IMPLICATIONS

Kresin's fee estimate included in their proposal submission is \$283,000 excluding HST. Based on the contents of their proposal, the Engineering Department will work with Kresin to develop an engineering agreement that will be brought to Council at a later meeting.

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:

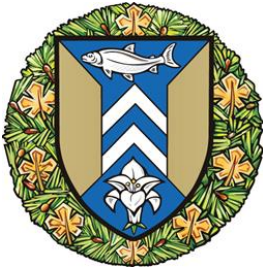
Resolved that the report of the Design & Construction Engineer dated 2016 11 07 concerning the Sackville Road Extension consultant selection be received, and that Council authorize entering into an agreement for engineering services with Kresin Engineering Corporation.

An individual engineering agreement with an estimate of engineering fees will be brought to Council for approval at a later date.

Respectfully submitted,



Carl Rumiel, P. Eng.
Design and Construction Engineer
705.759.5379
c.rumiel@cityssm.on.ca



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

COUNCIL REPORT

November 7, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Carl Rumiel, Design and Construction Engineer

DEPARTMENT: Public Works and Engineering Services

RE: Fort Creek John Street Diversion Aqueduct Phase 3 – Engineering Services

PURPOSE

The purpose of this report is to obtain Council approval to retain a consultant to provide engineering services for the above-mentioned project.

BACKGROUND

In 2015 and 2016, the City completed two phases of constructing a Fort Creek diversion aqueduct along John Street. The next phase in this project is continuation on John Street from Cathcart Street to Edinburgh which is part of the 2017 Capital Road Construction Plan.

ANALYSIS

In accordance with the City's procurement policy for retaining consultants, a Request for Proposal was sent to engineering consultants that are on the City's current Vendor of Record list for the Linear Municipal Infrastructure category. Staff received proposals from the following firms:

- STEM Engineering
- Tulloch Engineering
- WSP
- AECOM

All proposals were reviewed by a committee of engineering staff. The committee followed a detailed scoring system that considered consulting team, detailed methodology, schedule and fees.

Based on the committee's results, it is recommended that this work be awarded to STEM Engineering.

FINANCIAL IMPLICATIONS

The City, the province and the federal government will share the \$31.26M Fort Creek aqueduct improvements in thirds, or \$10.42M each as part of the Small Communities Fund (SCF) portion of the Build Canada Fund.

STEM's fee estimate included in its proposal submission is \$452,330 excluding HST. Based on the contents of the proposal, the Engineering Department will work with STEM to develop an engineering agreement that will be brought to Council at a later meeting. Engineering fees are eligible expenses within the funding program.

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:

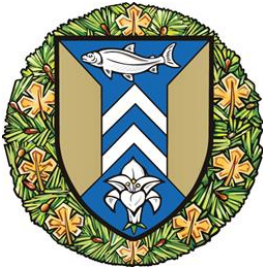
Resolved that the report of the Design & Construction Engineer dated 2016 11 07 concerning the Fort Creek John Street diversion aqueduct consultant selection be received, and that Council authorize entering into an agreement for engineering services with STEM Engineering.

An individual engineering agreement with an estimate of engineering fees will be brought to Council for approval at a later date.

Respectfully submitted,



Carl Rumiel, P. Eng.
Design and Construction Engineer
705.759.5379
c.rumiel@cityssm.on.ca



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

COUNCIL REPORT

November 7, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Corrina Barrett, Environmental Initiatives Coordinator

DEPARTMENT: Public Works and Engineering Services

RE: Municipal Council Support Resolutions

PURPOSE

The purpose of this report is to request Council support for two (2) rooftop solar photovoltaic; and two (2) ground mounted solar photovoltaic applications being submitted to the Independent Electricity System Operator Feed-In-Tariff Program.

BACKGROUND

The Feed-In-Tariff (FIT) is a provincial program administered by the Independent Electricity System Operator (IESO), which provides a pre-determined rate per kWh generated depending on the project type (i.e. rooftop solar, ground mounted solar, etc.). New applications and applications that did not receive FIT 4.0 contracts will be able to apply to the IESO (formerly known as the OPA) between October 31, through November 18, 2016, but will be subject to the FIT 5.0 rules.

Under the FIT 5 rules, priority points could be awarded to projects that receive municipal Council endorsement in the form of an IESO prescribed "Municipal Council Support Resolution" and "Municipal Council Resolution Confirmation".

N-Sci Technologies Inc. is requesting Council support for two (2) rooftop solar photovoltaic systems at the following locations:

1. Northern Community Centre, 556 Goulais Avenue, Sault Ste. Marie, Ontario;
2. Public Utility Commission Inc., 500 Second Line East, Sault Ste. Marie, Ontario.

As well as support for two (2) ground mounted photovoltaic systems to occupy a portion of the following locations:

1. Public Utilities Commission Inc., 540 Second Line East, Sault Ste. Marie, Ontario;
2. West End Waste Water Treatment Plant, 2059 Second Line West, Sault Ste. Marie, Ontario.

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

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

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

ANALYSIS

Information and documentation was provided by Michael Paciocco, from N-Sci Technologies Inc.

FINANCIAL IMPLICATIONS

There is no direct budgetary impact related to this request.

STRATEGIC PLAN / POLICY IMPACT

This report is not linked to a Corporate Strategic Direction.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Environmental Initiatives Coordinator dated 2016 11 07 concerning Municipal Council Support Resolutions be received. By-law 2016-186 appears elsewhere on the agenda authorizing four (4) Municipal Council Support Resolutions and is recommended for approval.

Respectfully submitted,



Corrina Barrett
Environmental Initiatives Coordinator
705.541.7175
c.barrett@cityssm.on.ca

Project No.: 22-7

TRS-227-002

Date Issued: 28 October 2016

Page: Page 1 of 1

To: City Clerk, City of Sault Ste. Marie, Ontario.	From: N-Sci Technologies Inc
Email: cityclerk@cityssm.on.ca	633 Albert St. E. Sault Ste. Marie, ON P6A 2K5 CANADA Tel. 705-949-1033 x200 Fax. 705-949-2486

Customer Ref #	Quantity	N-Sci Ref. #	Description	Comment
	1		Prescribed-Form-Municipal-Council-Resolution-Confirmation PUC Garage	
	1		Prescribed-Form-Municipal-Council-Resolution-Confirmation West End Community Centre	
	1		Template-Municipal-Council-Support-Resolution - PUC Garage	
	1		Template-Municipal-Council-Support-Resolution – West End Community Centre	

Copy to (indicate email or courier):	
ted@superiorenergysolutions.net rreid@nsci.ca lmuo@nsci.ca	 Signature

Acknowledgement Required (Yes/No): <u>No</u>		
Acknowledgement Please sign this acknowledgement and fax back to the FAX number above upon receipt of this transit document.		
Received by (print name)	Signature	Date

PRESCRIBED FORM: MUNICIPAL COUNCIL RESOLUTION CONFIRMATION

Section 3.8(g) and 5.1(g)(i) of the FIT Rules, Version 5.0

Page 1 of 2 Jun 2016 IESOMRD/f-FIT-012r1

1 Resolution number: _____ Date resolution(s) was passed: _____	FIT Reference Number: _____ <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules.)</i>
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Section 3.8(g) and 5.1(g)(i) of the FIT Rules, Version 5.0

Page 2 of 2

Jun 2016

IESOMRD/f-FIT-012r1

EXHIBIT "A" RESOLUTION(S)

(Attach one or more of the FIT 4.0.1 Municipal Council Support Resolution previously passed in support of the Project, the new FIT 5.0 Municipal Council Support Resolution, the FIT 4.0.1 Land Use Restriction Exemption Resolution previously passed in support of the Project, or the new FIT 5.0 Land Use Restriction Exemption Resolution, as applicable.)

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Page 1 of 2 Jun 2016 IESOMRD/f-FIT-012r1

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PRESCRIBED FORM: MUNICIPAL COUNCIL RESOLUTION CONFIRMATION

Section 3.8(g) and 5.1(g)(i) of the FIT Rules, Version 5.0

Page 2 of 2 Jun 2016 IESOMRD/f-FIT-012r1

EXHIBIT "A" RESOLUTION(S)

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TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 5.0

Page 1 of 1 Jun 2016 IESOMRD/f-FIT-010r1

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[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 5.0.

[AND WHEREAS] _____ PUC Services Inc. (the "Applicant") proposes to construct and operate a _____

Rooftop Solar Project

(the "Project") on _____ 500 Second Line East _____ (the "Lands") in _____

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

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

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

[AND WHEREAS] pursuant to the FIT Rules, Version 5.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;

[NOW THEREFORE BE IT RESOLVED THAT]

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

Project on the Lands.

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

3

Signed: _____	Signed: _____
Title: _____	Title: _____
Date: _____	Date: _____

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

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 5.0

Page 1 of 1 Jun 2016 IESOMRD/f-FIT-010r1

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Signed: _____	Signed: _____
Title: _____	Title: _____
Date: _____	Date: _____

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

Project No.: 22-7

TRS-227-003

Date Issued: 28 October 2016

Page: Page 1 of 1

To: City Clerk, City of Sault Ste. Marie, Ontario.	From: N-Sci Technologies Inc
Email: cityclerk@cityssm.on.ca	633 Albert St. E. Sault Ste. Marie, ON P6A 2K5 CANADA Tel. 705-949-1033 x200 Fax. 705-949-2486

Customer Ref #	Quantity	N-Sci Ref. #	Description	Comment
	1		Prescribed-Form-Municipal-Council-Resolution-Confirmation 540 Second Line East	
	1		Prescribed-Form-Municipal-Council-Resolution-Confirmation - 2059 Second Line West	
	1		Template-Municipal-Council-Support-Resolution - 540 Second Line East	
	1		Template-Municipal-Council-Support-Resolution – 2059 Second Line West	

Copy to (indicate email or courier):	
ted@superiorenergysolutions.net rreid@nsci.ca lmui@nsci.ca	 Signature

Acknowledgement Required (Yes/No): <u>No</u>		
Acknowledgement Please sign this acknowledgement and fax back to the FAX number above upon receipt of this transit document.		
Received by (print name)	Signature	Date

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Page 1 of 2 Jun 2016 IESOMRD/f-FIT-012r1

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Page 2 of 2

Jun 2016

IESOMRD/f-FIT-012r1

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Page 1 of 2 Jun 2016 IESOMRD/f-FIT-012r1

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Page 2 of 2 Jun 2016 IESOMRD/f-FIT-012r1

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Section 5.1(g)(i) of the FIT Rules, Version 5.0

Page 1 of 1 Jun 2016 IESOMRD/f-FIT-010r1

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Page 1 of 1 Jun 2016 IESOMRD/f-FIT-010r1

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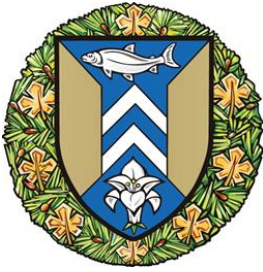
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Date: _____	Date: _____

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

COUNCIL REPORT

November 7, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Court Security and Prisoner Transportation Agreement

PURPOSE

The purpose of this report is to seek Council's approval to extend an agreement with the Minister of Community Safety and Correctional Services for funding for court security and prisoner transport until 2018.

BACKGROUND

The current agreement with the Ministry expires on December 31, 2016. The funding agreement with the Province has been in place since 2012. The City provides the Province with its court security and prisoner transportation costs and the Province allocates funds accordingly.

ANALYSIS

The new agreement continues on the same terms in essence. The City through Police provides court security and prisoner transport for court appearances and for transport between correctional institutions. The Province agrees to provide funding for the same. The Province makes payments to the City in instalments throughout the term of the contract.

FINANCIAL IMPLICATIONS

The funding is of significant assistance in providing the essential services of court security and prisoner transportation.

STRATEGIC PLAN / POLICY IMPACT

The agreement is consistent with the City's commitment to fiscal responsibility through providing quality and affordable services.

RECOMMENDATION

It is therefore recommended that Council take the following action:

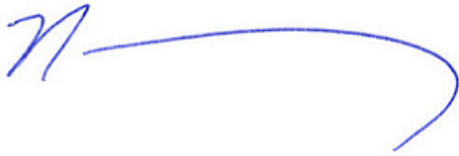
Court Security and Prisoner Transportation Agreement

2016 11 07

Page 2.

The Agreement with the Province for funding of court security and prisoner transportation is recommended for your approval. By-law 2016-174 which authorizes the execution of the agreement is located elsewhere on the agenda and is recommended for approval.

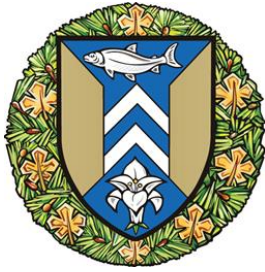
Respectfully submitted,

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

Nuala Kenny
City Solicitor

NK/sp

\\citydata\LegalDept\Legal\Staff\COUNCIL REPORTS\2016\Court Security and Prisoner Transportation Agreement.docx



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

COUNCIL REPORT

November 7, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Victoria Prouse, Project Coordinator, Downtown Development Initiative

DEPARTMENT: Community Development and Enterprise Services

RE: The Mayor's Community Development Initiative

PURPOSE

Over the past few months with Planning staff's support, the Mayor hosted sector-specific roundtable meetings concerning community development in Sault Ste. Marie. This report advises City Council on the key issues, themes, and opportunities emerging from these discussions.

BACKGROUND

In October 2015, the Mayor issued a transmittal to Council stating his intention to launch a community development planning initiative. The correspondence emphasized the important role community stakeholders play in harnessing existing assets to overcome the community's systemic barriers and achieve sustainable prosperity and resiliency.

Consequently, the Mayor and Planning hosted ten roundtable meetings with approximately 90 stakeholders from the following sectors:

- Health
- Education
- Social services
- Arts and culture
- Immigration
- Large employers
- Small to medium enterprises
- Downtown

In addition to these eight sessions with Planning staff support, the Mayor held informal sessions with members of the Mayor's Youth Advisory Council (MYAC) and the executive members of the Algoma Leadership Table. The Algoma

Leadership Table is comprised of representatives from many Sault and area social service agencies, such as Thrive Childhood Development Centre, the Algoma District School Board, Algoma Family Services and the District Social Services Administration Board.

Dialogue at the meetings was loosely structured on the following points:

- Shared challenges and opportunities of individual organizations and the entire sector
- Short and long-term goals
- Areas where the city could prove to be of assistance
- Potential avenues for collaboration with the City or across sectors

These meetings provided valuable perspectives and applied insight on the current socioeconomic issues facing organizations, sectors, and the entire community. Overall, stakeholders were very appreciative of being included in these discussions and expressed the desire to remain engaged on an ongoing basis.

ANALYSIS

Following these meetings, Planning Staff consolidated minutes and extrapolated common themes across sector discussions. This exercise revealed significant overlap concerning stakeholder's perceptions of key issues facing the community as well as general consensus over effective approaches to overcome these challenges, increase prosperity and become more sustainable. The following section highlights key issues and opportunities that were recurring focus areas throughout these discussions and represent actionable initiatives for consideration by City Council and the Community Adjustment Committee.

Key issues

Though acknowledged by stakeholders in different contexts with unique ramifications for different organizations, the key issues identified below represent deep-rooted citywide challenges synonymous across sectors. These issues are complex and interconnected: their causes and effects are intertwined.

1. Population and demographic trends

Stakeholders identified Sault Ste. Marie's youth outmigration, aging population, and lack of diversity as barriers to sustainability.

Youth outmigration was raised as a significant challenge to achieving community prosperity. Postsecondary institutions shared struggles with stagnant enrollment despite aggressive recruitment campaigns and high rates of student satisfaction.

For major employers, this issue emerged as contributing to their struggle in finding suitable employees with desired skillsets within the city and difficulty in recruiting young people from outside Sault Ste. Marie.

Stakeholders are concerned about our community's aging population, which will continue to grow in disproportion to our overall population. The health and social services sector highlighted the increased burden of care required by this population cohort. For example, this will present significant challenges in having sufficient resources to deal with the influx of people requiring health care and affordable housing. Large employers are concerned about the impending recruitment gap due to high numbers of retirements and a lack of young people to fill these vacancies. For small retail businesses, succession planning is a significant challenge, as the traditional 'family business' model has been weakened with youth outmigration. A large proportion of small business proprietors, specifically in the downtown are approaching retirement age without the security of a successor.

Participants provided anecdotal evidence that our city is becoming more diverse, with an increasing mix of immigrants from around the world. However, newcomers identified the homogeneous nature of our existing population as a significant barrier to integrating into the community. Visible minorities and immigrants flagged racism and exclusionary attitudes as pervasive issues across the community. Stakeholders expressed the desire for community leadership to become more diverse to assist with promoting inclusion. Furthermore, newcomers from other parts of Canada expressed feeling excluded socially and from the workforce because they were labeled as 'outsiders'.

2. Economic diversity and business development

Economic diversification was the most substantial priority identified by stakeholders. Consensus emerged over it being imperative that the city's prosperity no longer be intertwined with the status of Essar Steel and the steel market. Stakeholders recognized value in focusing on small business development in lieu of seeking investment from a major industry.

Indeed, small business owners highlighted difficulties in launching their enterprises and found some approval processes to be intimidating. However, many business owners were grateful for the assistance of the city's incubators and small business support provided by the EDC and Innovation Centre.

Economic diversification was identified as an opportunity to reverse the trend of an increasingly precarious workforce in Sault Ste. Marie. Stakeholders acknowledged that although there are many jobs available in the city, these positions are poorly paid, lacking benefits and long-term job security.

3. **Quality of life**

Many stakeholders brought up quality of life as a strong asset to our community: housing is relatively affordable, there are relatively low crime rates, there is close proximity to amenities, and we have access to beautiful natural spaces for outdoor recreation. However, observations and issues facing individuals and organizations challenge the assumption that all Sault Ste. Marie residents benefit from a high standard of living.

Major employers, arts and culture, education, and the immigration sector linked negative perceptions of the city's quality of life as a significant push factor for youth outmigration and a barrier to recruiting new residents. Stakeholders pointed to our city's lack of 'metropolitan' amenities (e.g., sidewalk patios, public art, investment in culture, festivals, a robust active transportation network) as contributing to a lack of civic pride and positivity about living in Sault Ste. Marie, especially among youth. Stakeholders emphasized the role a healthy and vibrant downtown plays as an economic driver for our city.

Though most stakeholders believed city residents enjoy a relatively high quality of life, the social services sector emphasized the growing social exclusion facing several neighbourhoods – especially Gore Street and James Street areas – and increasing poverty and income inequality in our community. Specifically, affordable, safe, and secure housing is scarce, causing individuals to settle for substandard conditions and rent from slum landlords. Furthermore, many people are dependent on public transit to access amenities and employment, which significantly restricts their mobility and ability to take advantage of the quality of life attributes other community members praise.

The social service and education sectors also flagged trends in social conditions that challenge traditional service models and challenge the notion that all Sault Ste. Marie residents benefit from a high quality of life. In the education sector, school boards report increasing incidences of children not achieving readiness for school. "School readiness" is a multidimensional concept with implications across sectors: it encompasses physical wellbeing, language development, cognition and general knowledge, and motor skills development. Furthermore, our community is facing significant increases in the number of individuals facing mental health challenges and a lack of resources for addressing these needs. Additionally, though crime rates have decreased across the community, law enforcement is now contending with increasing rates of domestic violence and transgressions related to mental illness.

Summary of issues

The community's deep-rooted complacency, linked with a failure to adopt innovative strategies for overcoming systemic issues was brought up in different ways at each of the eight roundtable meetings. Many stakeholders pointed to an 'insular' attitude incapable of establishing a new trajectory from the status quo as

the root cause of the above issues. Stakeholders emphasized that for our city to truly become resilient it will require a community-wide cultural shift.

Key Opportunities

Building on the key issues identified in the previous section, this section describes several actionable opportunities for the City to pursue. These opportunities mirror prevailing themes emerging from roundtable meetings as ways to overcome systemic issues and cultivate a cultural shift towards becoming a more sustainable, progressive, and inclusive community.

1. Community Marketing

Stakeholders agreed that Sault Ste. Marie residents lack community pride, and felt this was a root cause of population stagnation and youth outmigration. Stakeholders believed it was the responsibility of the City to actively promote the community in a positive light for residents. Indeed, a comprehensive marketing and public relations strategy was identified across sectors as an imperative step towards fostering a positive, unified community identity. Stakeholders contended the City requires a stronger unique vision to market both outside and inside the community, marketing unique advantages SSM has compared to other mid-size cities.

All sectors recognized the benefits this strategy would yield: a positive campaign can promote tourism, recruit skilled workers, advertise to immigrants, encourage youth to remain in the city, and foster community cohesion and pride.

2. Economic independence

As discussed in the above section, reliance on Essar Steel, the steel industry, and the global steel market presents a formidable barrier to achieving genuine long-term sustainability. Stakeholders were adamant that the City should focus economic development efforts on industries and enterprises independent from the steel industry. Stakeholders cautioned the logic that procuring one large employer will serve as a cure-all for our city's problems. Specifically, stakeholders identified the value in supporting small business development. Stakeholders suggested the city should continue to invest in small business support through combining and expanding the EDC and SSMIC incubators and provide guidance and training for new business owners (e.g., creating a business development 'roadmap'). It was also recommended that the City look to other communities such as Windsor and Hamilton that are actively working to transition from a single-industry economy.

3. Investing in Quality of Life

Stakeholders emphasized the importance of City Council recognizing the value of making decisions and allocating resources to infrastructure and initiatives that ultimately lead to positive quality of life outcomes, specifically in terms of urban

development, community amenities and promoting arts and culture, and increasing mobility.

One stakeholder effectively summarized this opportunity by observing, "Overall, there are not enough compelling reasons to come to this community. We don't stand out enough and lack a unique selling proposition. There are lot of things we could do to make Sault Ste. Marie cleaner, cooler, and more beautiful."

It was identified that the City must change their attitude towards urban development and infrastructure to encompass a more holistic focus on achieving outcomes that enhance the quality of life for all residents. Stakeholders' description of the issues and opinions on moving forward encompass what urban planners identify as "Placemaking": a multifaceted approach to enhancing people's connection to a space. Placemaking has also been identified as a tool for economic development. Stakeholders recognized the cultural and economic value of projects such as Queenstown Commons and the Huron Street Welcome Feature as well as festivals, events, and arts and culture and the role that these initiatives play in building a beautiful and exciting city. Stakeholders flagged the attitude of withholding funding for 'nonessential' public realm enhancement projects as counterintuitive on the basis that these projects should proceed for their ability to retain and attract youth and enhance people's connection to particular neighbourhoods and the city overall. Stakeholders expressed overwhelming support for downtown revitalization initiatives and were in favour of proposed projects, policies, and operational adjustments recommended in the draft downtown strategy.

Though it is easy to get around the city by car, addressing the barriers to mobility non-drivers face was widely recognized as a priority. In particular, stakeholders identified value in committing to continually improving the city's active transportation network and retrofitting existing roads with enhanced sidewalks and cycling facilities without waiting for the road to be reconstructed. Criticism emerged over recent cuts to the public transit schedule and the difficulty with existing routes in travelling to different areas around the city and there was widespread recognition that large investments must be made in order for our transit network to increase ridership and for residents to perceive it as a viable alternative to travelling by car. Stakeholders pointed to the success of the John Rowswell Hub Trail as evidence of how active transportation can yield wide-reaching benefits for the community: the trail is now advertised in tourism documents, marketed in real estate advertisements, and is a significant source of community pride.

4. Service delivery at City Hall

The role of City Hall, specifically city staff and how the Corporation can best advance community development goals forward was frequently discussed.

Bureaucratic challenges and intimidating processes were identified as inhibiting programming, activities, and business development.

Many opportunities for more efficient and responsive service and communication were identified throughout the process. Specifically, the concept of a liaison officer emerged as a mechanism to ensure organizations' needs are being met and they are being referred to the right person to obtain their service as quickly as possible. Stakeholders felt that the City should take a more active role in encouraging groups to host events in the downtown.

Some stakeholders expressed frustration with contacting City Hall and being passed around to several different people before they were finally directed to the appropriate person. This issue could be mitigated by providing basic staff training to familiarize staff members with the official roles and responsibilities of all staff within the organization.

Stakeholders believed City Hall should take a leadership role in identifying and promoting community outcomes and providing more guidance for particular sectors. For example, the arts and culture sector believed that a citywide culture strategy would help to increase prominence of arts and culture and increase cultural literacy across the community. The social services sector similarly identified the prospective benefits of developing a child and youth strategy: these policies would identify concrete goals for the city to work towards and promote.

Several "quick wins" for the City to move forward with were also identified throughout the meetings, including increasing enforcement of property standards, signage, and traffic regulations (i.e., no cycling on sidewalks, especially in the downtown); relaxing paid parking enforcement downtown (i.e., offering a ten-minute 'grace period' for expired tickets like they do in other cities); and increasing signage for cyclists and throughout the downtown.

5. Cross-sector partnerships

All sectors recognized the value in partnership building across sectors to achieve mutual gains. A lack of conversation across sectors towards similar objectives was identified as a pervasive barrier. The Algoma Leadership Table (a consortium of social service providers) provides a strong example of the synergistic power of partnership models. Stakeholders suggested the City of Sault Ste. Marie could act as a partnership facilitator to bring organizations together and engage in dialogue. Many stakeholders emphasized the significant potential of the City playing a more formal role in facilitating partnerships between community organizations and postsecondary institutions. For example, formalizing a relationship between local employers and postsecondary institutions was identified as a worthwhile way to simultaneously address the community's impending skills gap and youth outmigration due to lack of employment.

6. Inclusivity, equity, and social support

Stakeholders stressed the significance of the City becoming more inclusive and supporting the needs of residents, and the critical role the Corporation and the Social Services Board plays in achieving these goals. Neighbourhood-based poverty is increasing, and is of particular concern for children growing up in these areas. Investing in the James Street neighbourhood (similar to what has proceeded on Gore Street with streetscape enhancements and increased social support through the Neighbourhood Resource Centre) was suggested as a method to improve the livelihoods of individuals residing in that area and to reconnect the neighbourhood to the rest of the downtown.

Stakeholders also identified a lack of affordable housing in the community. Affordable housing has a transformative effect on individuals' livelihoods: without safe, stable, and sound housing it is difficult to obtain meaningful employment and maintain physical wellbeing. Stakeholders would like to see increased investment in affordable housing as well as larger incentives for local developers to incorporate affordable units in their developments.

Stakeholders described multiple benefits of making investments that would position the City as a leader in geriatric care. This idea has multiple benefits. First, our growing seniors' population would ensure adequate resources and excellence in care to meet their specific needs. Second, the city could become a destination for individuals requiring specialized care and thus attract medical specialists and potential research opportunities.

The conversations around social inclusion and newcomers mandate that something must be done to discourage racism and encourage inclusion both on a personal level and in the workforce. Stakeholders believed it was the City's role to reduce racism. Some suggested a public education campaign to encourage understanding of different cultures. A few stakeholders suggested the City appoint diverse community members to their boards and committees to demonstrate to both newcomers and existing residents that visible minorities can take leadership roles in our community.

CONCLUSION

The Mayor's Community Development Initiative exposed many valuable ideas which stem from stakeholders' valuable experiences working in our community. The individuals that volunteered their time to take part in this process should be commended for their participation.

FINANCIAL IMPLICATIONS

Not applicable.

STRATEGIC PLAN / POLICY IMPACT

The issues and opportunities emerging from this exercise align with the vision and directives of the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Project Coordinator, Downtown Development Initiative, dated 2016 11 07 be received as information and that Council forward this report to the Community Adjustment Committee for its consideration.

Respectfully submitted,



Victoria Prouse, MPI
Project Coordinator
Downtown Development Initiative
705.759.5373
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VP/ps



November 7, 2016

**TO: Members of City Council
Community Adjustment Committee**

AUTHOR: Christian Provenzano, Mayor

RE: Community Development Initiative

Overview

This report is supplemental to the report of the Planning Department and adopts and relies upon the information outlined therein. In that respect, I want to note the very good and hard work by a number of our city hall employees who assisted with the community consultation: Don McConnell, Steve Turco, Peter Tonazzo, Victoria Prouse from our Planning Department and Mike Ward and Lisa Bell of my office. Their effort was one of two key reasons that our consultation process was a success. The second key reason was the community itself.

We opened the doors to City Hall and asked the community to come in. To a person, to an organization, to an agency, it answered the call. We held 10 consultation sessions that involved close to 90 participants from our community. Dealing with the challenges a community faces, finding its opportunities and moving it forward requires community consensus and collective effort. I am confident, as the Mayor of the community, that we have both.

The intent of the consultative process that I initiated was to hear from people involved in a variety of local sectors, to identify common challenges, opportunities, themes and avenues of collaboration, and to look for tangible actions that the City of Sault Ste. Marie could take to precipitate economic and community development.

No matter the sector or group of people we were meeting with, common themes and comments emerged time and again. Just as important, it was evident to us that large parts of our community want to be an active part of a larger effort to meet our challenges and develop our opportunities.

For my part, it is evident that our community cannot continue with the status quo. If it does, if it continues to assume that it can rely primarily on the steel industry our economy will not develop beyond what it is today. We can hope that our

local steel mill has a long and productive life but we cannot continue to take that presumption for granted or plan based upon it.

Sault Ste. Marie has an aged demographic and its death rate is outpacing its birth rate. Our community needs people to move to Sault Ste. Marie and while I appreciate that people need opportunity, people also create opportunity. What people also need is to feel welcomed, respected and connected. Our community has to focus on and embrace migration, immigration and diversity. Like the arch outside city hall declares, we need to be the 'friendly city'.

We also need our youth to want to stay or to want to return after they have had the experience and opportunity of living elsewhere. That requires, in my estimation, a renewed civic pride and a focus on quality of life initiatives. We have to be positive about our community, focus on its great attributes and the quality of life that we can offer.

In many ways, our community is not alone in its challenges. Many communities are faced with the same issues to varying degrees. I have a great deal of confidence in our City staff, our community leadership and the people I have met and listened to throughout this process. I know we as a community can meet our challenges and be a role model for other communities trying to do the same.

With this supplemental report, I wanted to draw Council's attention to some specific matters referred to in the report from planning and offer some additional opinions and suggestions in order to encourage discussion amongst Council. To be clear, the following is an expression of my thoughts and opinion based on the consultation and should not be taken as supported or endorsed by staff.

Economic Development

a. Reorganize/Refocus our Efforts

As a primary matter, the City has to begin taking a leadership role in Economic Development. I think it is fair to say that taxpayers naturally look to us to support the development of our economy. I think it is also fair to say, generally, that the City has historically outsourced that responsibility to the Sault Ste. Marie Economic Development Corporation (SSMEDC) and the Sault Ste. Marie Innovation Centre (SSMIC). In addition to these two independent bodies, City Council has access to the Economic Development Fund which is distributed at its discretion but generally on the recommendation of the SSMEDC.

The City has begun the process of taking more direct responsibility for its economic development efforts through its corporate reorganization and the creation of the Deputy CAO Community Development and Enterprise. I believe this is a very positive development. The City has also undertaken an examination of its economic development efforts. My understanding is that Council will have a report before us by the end of the year and I am confident

that we will consider it thoroughly and make productive decisions based upon it. In the meantime, and subject to the recommendations we will receive, I believe that we need to expand the scope of the Economic Development Fund and increase the funds available through it.

The development of our economy is not simply a matter of retaining businesses or attracting new ones. The development of economy correlates to the development of community—a productive and healthy economy requires and starts with a productive and healthy workforce. Despite our higher than average unemployment rate, there are good jobs in this community that are going unfilled. Some of those jobs could serve to attract people to our community (or back to our community) and some of the jobs can serve as opportunities for people who are unemployed, underemployed or on social assistance.

I believe we need to expand the Economic Development Fund into the **Economic and Community Development Fund** and increase the fund in order that we may also encourage and participate in community development projects in addition to economic development projects. The fund should have new terms of reference and be administered by City Council upon the recommendation of the Deputy CAO Community Development & Enterprise and the Chief Administrative Officer. I note, importantly, that I do not believe the additional monies should come from increasing the tax levy. I believe the resources should come from the current funding envelope and I have asked MDB Insights (the consultant commissioned to review our economic development efforts) to assess this suggestion in order that it may provide advice to Council in its report.

b. Cluster Development Opportunities

Additionally, through the consultations it was evident that there is some social and economic opportunity in two specific sectors: Health Care & Education. A number of opportunities within and amongst the sectors were discussed and I believe those discussions need to continue. For instance, in the health care sector, it was noted that both Sudbury and Thunder Bay have centres of excellence in different health care fields but Sault Ste. Marie does not. Although some minor challenges were acknowledged there was no significant reason that Sault Ste. Marie cannot and should not develop a centre of excellence.

I would suggest that a 'Health Care' cluster and an 'Education' cluster (similar to the lottery and gaming task force) could be created through the DCAO Community Development and Enterprise. There are community leaders from both sectors who expressed a willingness to continue to work with the City and each other to find develop opportunities. The City can support and facilitate the development of sector specific projects and should make those efforts.

Community Pride & Identity

One of the most frequent things that we heard is that we need a much better collective sense of not only who we are as a community but who we want to be. To put it simply, the overwhelming consensus was that we lacked a community brand. People generally recognized ‘Naturally Gifted’ as a City slogan but struggled to understand what it meant or how it communicates our community’s value proposition: why people should want to live, work and play here – the value in and of our community that makes it attractive.

The development of a brand that specifically communicates the community’s value proposition was generally noted as important to:

1. Community Pride; and,
2. Population Retention & Growth; and,
3. Attracting Business & Tourism.

One participant made a particularly effective point that underlines the issue. Our community and area offer some of the best cross country skiing, downhill skiing, hiking, boating (including canoeing and kayaking), camping, fishing and mountain biking in the province and as also compared to upper Michigan. Notwithstanding, we do not celebrate or sell these really attractive attributes.

Another important suggestion was that the brand should belong to the City but the City has to ensure, when developing it, that it is a brand that will be used by our community partners when promoting and selling the community. Specifically, the City has to develop a brand that the College and the University support and will use as they promote their own institution through the community and to the world at large.

As an accompanying effort to developing a community brand, the City (in conjunction with its partners) may wish to consider developing a purpose-built website to target and attract new residents and workers to the community. This would obviously align with efforts to newcomers to settle here and to drive growth.

There are some existing sites launched by other Canadian communities that could be looked to for guidance. In particular, the “Move Up Prince George” website (<http://moveupprincegeorge.ca/>) provides an interesting example of how another northern, mid-sized city is marketing itself. The site was developed after the community undertook a labour market needs assessment to determine its future workforce needs. The website was launched in combination with a marketing campaign in several major cities (Edmonton, Vancouver, Toronto and London, ON), one that targeted prospective residents who were likely to be receptive to moving to Prince George.

The site provides information about job opportunities and the mechanics of moving to Prince George, but it also does a great job communicating the stories of people who have chosen to move or who already reside in the community and what they like about it.

Both of these projects will require resources and I recognize that we have some very difficult budgeting decisions ahead of us. Notwithstanding, we have to be willing to make investments that are in our community's best interest and I suggest that these two investments would meet that threshold.

Creating an Inclusive and Welcoming Community

I want to start by recognizing that we have a number of organizations doing good work making Sault Ste. Marie a more inclusive and welcoming community including: the Local Immigration Partnership, New to the Sault, Sault Career Centre, Sault College, Algoma University and Refugee 705. I note, additionally, that Councillor Romano has led a group that has studied and considered the issue of immigration to our community and I look forward to his report to Council.

Sault Ste. Marie has come a long way in becoming a more welcoming community but we still have a lot of work to do. For our community to grow and thrive, our community needs migrants and immigrants to locate or relocate to Sault Ste. Marie. People want to live in a community where they feel welcome, accepted and included. City Council and administration has to support and supplement the good work already occurring and there are a few things we can do in the near term.

a. Boards and Committees

One of the comments that I found very incisive came from a participant at the immigration and diversity round table. The individual commented that minorities need to see themselves in the City's leadership, specifically on the boards and committees that govern our community agencies. The City has to make a more significant effort to ensure that diverse perspectives are given the opportunity to be heard and to be a part of the decision making process. City Council will shortly be assessing the Boards & Committee appointment process and we should be mindful of this advice when ultimately deciding a way forward.

b. First Nations and Metis

It is especially important that we continue to build our relationship with local First Nations and Metis residents and neighbours. Sault Ste. Marie is bordered by two First Nations communities and approximately ten per cent of the City's population identifies as First Nations or Metis, making for one of the largest urban First Nations populations in the province.

Both City staff and members of Council have been making strides in recent years in terms of building positive relationships with the First Nations and Metis communities. In 2015, the Mayor's Office hosted Cultural Competency Training for City staff, councillors and community members. Another informational session on First Nations for members of Sault Ste. Marie City Council is being planned with Batchewana First Nation. While progress is happening, there is certainly more work to be done and our community as a whole has to be willing to continue moving forward in the spirit of reconciliation.

c. Transit

Part of being inclusive requires the presence of a well-functioning and convenient transit system. Sault Transit is relied on as a primary mode of transportation by a variety of groups, some of them at risk of being marginalized. These include: low-income persons, seniors, persons with medical conditions who are unable to drive, youth, and post-secondary students.

To be clear, there is no suggestion that the staff and management at Sault Transit are anything but professional. However, there was frustration expressed about the frequency, timing, availability of transfers and other systematic transit issues. We heard that it could be time-consuming and onerous for many transit users to travel to appointments or locations in different parts of town. As an example, we were advised that it took a single mother almost 2 hours to travel to the Social Services building for a scheduled appointment.

As with many of the issues canvassed in this report, there are no easy or inexpensive solutions available that would quickly bolster our transit services. However, addressing the issue first requires a better understanding of how the system could be improved and what that would entail. To that end, the route optimization review scheduled for 2017 is an important first step in assessing what could be changed.

d. Supporting Arts and Culture

Arts and culture are important contributors to the community's quality of life. If we want tourists to visit, if we want youth to stay, if we want former residents to move back, and if we want newcomers to decide to live here, then we need to offer a compelling mix of things to do and places in which to do them. A compelling arts and culture scene is a vital part of the equation.

Part of the effort to enhance arts and culture could involve the development of a city-wide culture strategy, one that would increase the prominence of arts and culture and build understanding about the sector.

Certainly, times have been tough, but we cannot look at our arts and culture investment as discretionary or an extra. If anything, we need to re-examine our

spending to see if there are ways to make needed new investments and reinvestments into the sector. The coming transition with the Sault Ste. Marie Public Library may offer one opportunity in which to reallocate funds across the sector—both for the benefit of the library and other cultural institutions supported by the City.

Our Downtown

The downtown was a topic of its own consultation, but also a topic that came up from session to session. The downtown related to the development of the economy, to attracting and retaining youth and young professionals, to addressing socio-economic challenges and to creating a community that people wanted to live in. Suffice it to say, focusing on improving our downtown was a very frequently identified priority.

Over the last several years, the Planning Department has been administering a Downtown Improvement Plan which has facilitated the inflow of over \$80 million in private sector investment.

Recent downtown improvements include the refurbishment of Gore Street that will soon be completed. There has also been considerable development in the Canal District neighborhood, with new developments including the pump track, the Etienne Brule site, new investments by Parks Canada at the Sault Canal site, and private sector activity at Mill Market, Mill Square and The Yard.

The next phase in the downtown redevelopment plan is currently being finalized by the Planning Department. Though this is a difficult budget year, it is critical that the City conduct all necessary preparations in 2017 in order to prepare for implementation in 2018.

Out of respect for Planning and their forthcoming plan, I will refrain from offering too many specifics about what I would like to see occur downtown. However, I will offer one general idea for consideration that I feel is important.

To my mind, one of the challenges for improving the downtown is that most plans anticipate taking a protracted approach, with public investments and improvements being made gradually over many years. This tends to yield incremental progress that can be difficult to see, in part because of our downtown's spread-out physical form. A block-by-block approach runs the risk that by the time the last block is renewed that the earliest ones will be looking tired again.

Our downtown revitalization efforts would be boosted if they could be seen and felt quickly on a dramatic, extensive scale. For example, devoting a full capital works budget for one year to downtown improvements would allow for visual, meaningful progress to occur in a short period of time. Completing significant improvements quickly would be a way to generate momentum for the downtown

and increase positivity, which in turn would hopefully lead to renewed private sector investment and community interest in this essential area of the City.

Conclusion

These recommendations are not exhaustive. While the challenges we heard about and discussed are easy enough to recognize and understand, finding solutions to adequately address them is more complex. While the opportunities we heard about and discussed are very conceivably achievable, realizing them requires that we build capacity and community good will.

There is a lot of work to do as a community which will depend on continuing to bring people and community groups together to work collaboratively. To this end, the City can be a change agent. It can lead, it can facilitate and it can encourage community and economic development but to create broad based community change, we need the cooperation of our community partners including (but not limited to): the College and University, the School Boards, the PUC, Sault Area Hospital, the OLG, our private sector and our First Nation neighbours. We have to continue to engage our partners, to assist them in their efforts and to make clear how we need their assistance in our broader community efforts.

We are fortunate that in the near-term we have the Community Adjustment Program in place to assist with developing this broader effort. Planning's report, my report and other relevant information from our sessions will be provide to the Community Adjustment Committee to assist them in their efforts. I am hopeful they will find our work helpful and I look forward to the receiving the Committee's report in spring of 2017.

I do want to acknowledge that there have been past community development efforts such as Destiny Sault Ste. Marie and Building an Extraordinary Community. These initiatives had their successes and they also benefitted from the extensive and sincere efforts of many participants—including past Mayors and members of Council. However, we are at a juncture where we need to apply ourselves with even greater urgency to the difficult task of reorienting our community's trajectory. To put things simply, I believe we need to shift the focus from maintaining the City we have to building the City that we want.

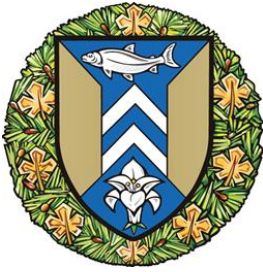
Much of the change that our community requires depends upon the leadership of City Council. It is to this Council's credit that we have shown ourselves able to contemplate difficult issues, arrive at difficult decisions and maintain a spirit of collegiality throughout. We will need to continue being assertive and cooperative to move our City forward. I suggest to you that some of the groundwork for doing so is already in place and with this report you have my recommendations for next steps.

I look for and welcome your ideas and your feedback. I am certain that with your input and support, the guidance we receive from the Community Adjustment Committee, and with buy-in from our community partners, that we will be able to establish ambitious goals for our City and put the necessary structures in place to realize them.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Christian Provenzano". The signature is fluid and cursive, with a large initial "C" and a stylized "P".

Christian Provenzano



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

November 7, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Tonazzo, RPP, Senior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: Land Use Restriction Exemption – 540 Second Line East and 2059 Second Line West

PURPOSE

The purpose of this report is to request a '*Land Use Restriction Exemption*' Resolution for two (2) ground mounted solar photovoltaic applications.

The applicant is PUC Services, and the proposal is to occupy a portion of 540 Second Line East (Zone 1 Reservoir site at PUC headquarters) and 2059 Second Line West (water treatment plant).

BACKGROUND

The Feed-In-Tariff (FIT) is a provincial program administered by the Independent Electricity Operator (IESO), which purchases power produced by renewable energy sources (wind, solar, hydro) at a pre-determined rate. The current application intake window is October 31, 2016 through November 18, 2016.

This request is in addition to a Report by the Environmental Initiatives Coordinator (appearing elsewhere on Council's Agenda) recommending '*Municipal Council Support Resolutions*' for these proposals.

ANALYSIS

Council has provided support resolutions for a number of roof mounted solar projects. The FIT eligibility criteria for ground mounted projects are more stringent than those for rooftop mounted projects and the process is different.

Additional eligibility criteria (land use restrictions) for ground mounted projects include:

1. They cannot be the primary use of land and must be secondary or accessory to an existing use.
2. The lands cannot have agricultural potential.

3. The lands cannot be located on a residential property, excluding rural residential properties.

Notwithstanding the aforementioned eligibility criteria, proposals will be considered if they include a '*Land Use Exemption Resolution*' from Council. This Resolution also acts as a statement of Council's support, even if the Exemption Resolution is not required.

The PUC headquarters at 540 Second Line East meets the eligibility criteria outlined in FIT. According to the Canadian Land Inventory, a portion of the property at 2059 Second Line West (water treatment plant) is identified as having Class 3 soils which have agricultural potential, albeit very limited.

In 2007, Zoning By-law 2005-150 was amended to include Accessory Use Solar Power Installations, permitted as an accessory use in all zones, subject to same applicable setbacks. In 2008, Council passed a resolution adopting an identity of being the "Alternative Energy Capital of North America".

Although the City of Sault Ste. Marie has supported alternative energy proposals, this was not the case in other parts of the Province. In response to a number of municipalities adopting overly restrictive regulations, in 2009 the Province took away local jurisdiction and thus the municipality's ability to zone and regulate solar and wind installations in any way.

The current FIT land use restrictions for ground mounted solar projects appear to be restrictive; however they can be 'waived' by local Council's through a Land Use Exemption Resolution. It appears that this framework is aimed at giving some authority back to municipalities.

Planning Staff is recommending that Council grant the requested Land Use Exemption Resolutions and thereby support these FIT applications. If the City still had jurisdiction, each ground mounted proposal would be permitted under the current zoning of both properties, subject to required setbacks. Consequently, in the case of these two proposals, the proponents could apply for permits and begin construction, without the need for Council approval or public notice.

FINANCIAL IMPLICATIONS

There is no direct budgetary impact related to this request.

STRATEGIC PLAN / POLICY IMPACT

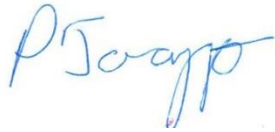
The Corporate Strategic Plan speaks to *Environmental Stewardship, Innovation and Productivity*. As previously mentioned, the City of Sault Ste. Marie self identifies as the 'Alternative Energy Capital of North America'.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the Report of the Senior Planner dated 2016 11 07 be accepted as information and that Council exempts the Projects on 540 Second Line East and 2059 Second Line West from any or all of the residential, commercial and industrial land-use restrictions as identified in Sections 2.3(e), 2.3(f), 2.3(g) and 2.3(h) of the FIT Rules, Version 5.0.1.

Respectfully submitted,

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

Peter Tonazzo, RPP

Senior Planner

705.759.2780

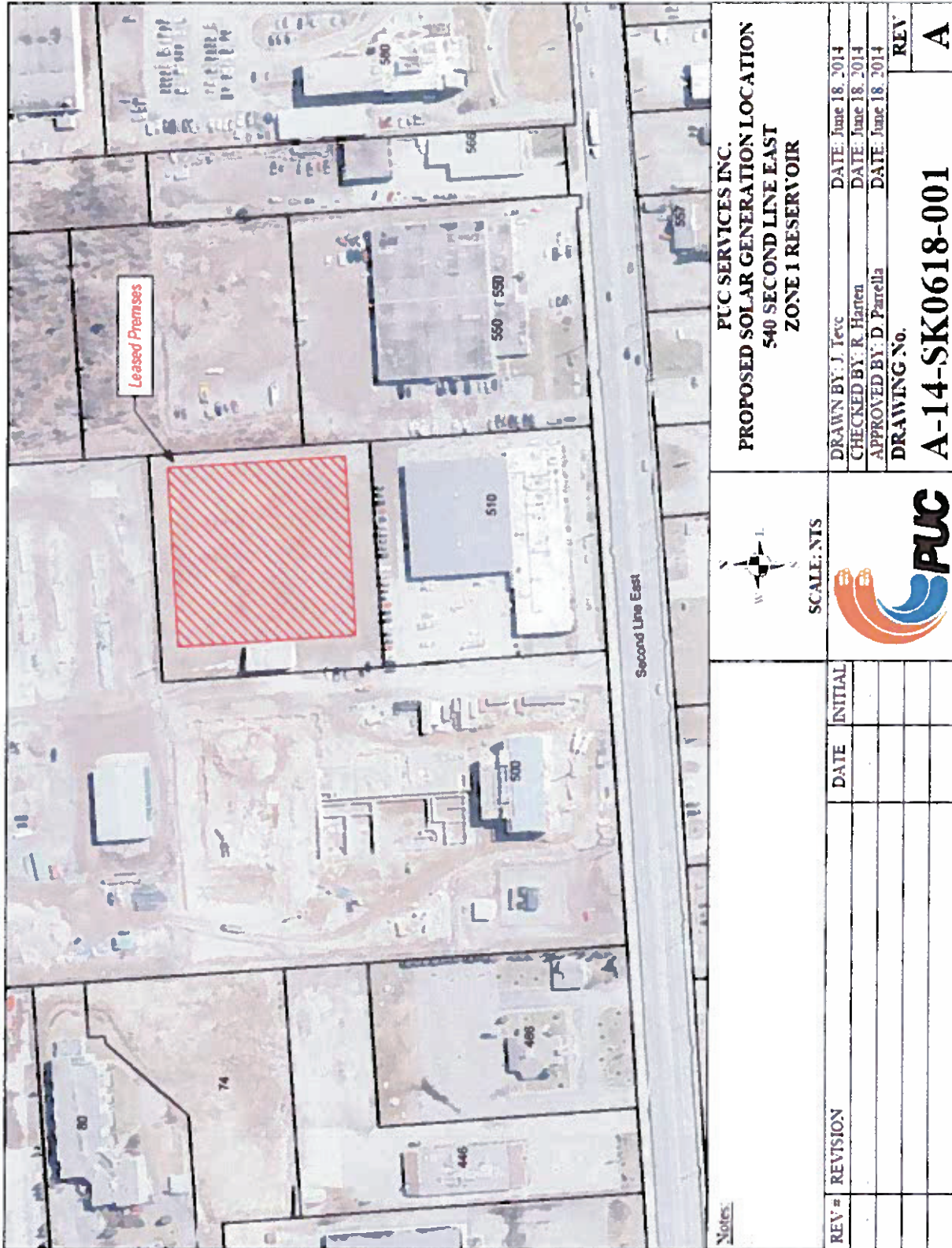
p.tonazzo@cityssm.on.ca

PT/ps

Attachment(s)

SCHEDULE B LEASED PREMISES

[the Leased Premises are delineated by the cross-hatched area in the drawing below]



SCHEDULE B LEASED PREMISES

[the Leased Premises are delineated by the cross-hatched area in the drawing below]



Project No.: 22-7

TRS-227-004

Date Issued: 31 October 2016

Page: Page 1 of 1

To: Corrina Barrett, Environmental Initiatives Coordinator - City of Sault Ste. Marie.	From: N-Sci Technologies Inc
99 Foster Drive Sault Ste. Marie, ON P6A 5X6 Phone (705) 541-7175 Email: c.barrett@cityssm.on.ca	633 Albert St. E. Sault Ste. Marie, ON P6A 2K5 CANADA Tel. 705-949-1033 x200 Fax. 705-949-2486

Customer Ref #	Quantity	N-Sci Ref. #	Description	Comment
	1		Prescribed-Form-Land Use Restriction Exemption Resolution- 540 Second Line East	
	1		Prescribed-Form- Land Use Restriction Exemption Resolution - 2059 Second Line West	
	1		A-14-SK0618-001 Rev. A- Site Plan - 540 Second Line East	
	1		A-14-SK0618-002 Rev. A- Site Plan - 2059 Second Line West	

Copy to (indicate email or courier):	
ted@superiorenergysolutions.net rreid@nsci.ca lmuiro@nsci.ca	 Signature

Acknowledgement Required (Yes/No): No

Acknowledgement

Please sign this acknowledgement and fax back to the FAX number above upon receipt of this transit document.

Received by (print name)

Signature

Date

TEMPLATE: LAND USE RESTRICTION EXEMPTION RESOLUTION

Section 3.8(g) of the FIT Rules, Version 5.0

Page 1 of 1 Jun 2016 IESOMRD/f-FIT-021r1

1 Resolution Number: _____ Date Resolution was passed: _____	FIT Reference Number: _____ <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)</i>
---	---

2	[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 5.0. [AND WHEREAS] _____ PUC Services Inc. (the "Applicant") proposes to construct and operate a Non-Rooftop Solar Project (the "Project") on _____ 540 Second Line East (the "Lands") in _____ the City of Sault Ste. Marie _____ under the province's FIT Program; [AND WHEREAS] the Applicant has requested that the Council of _____ the City of Sault Ste. Marie _____ indicate by resolution that the Project has an exemption from any or all of the residential, commercial and industrial land-use restrictions as identified in Sections 2.3(e), 2.3(f), 2.3(g) and 2.3(h) of the FIT Rules, Version 5.0. [NOW THEREFORE BE IT RESOLVED THAT] Council of the _____ the City of Sault Ste. Marie _____ exempts the Project on the Lands as described above from any or all of the residential, commercial and industrial land-use restrictions as identified in Sections 2.3(e), 2.3(f), 2.3(g) and 2.3(h) in the FIT Rules, Version 5.0. This resolution's sole purpose is to provide municipal exemption from the above noted specific residential, commercial and industrial land-use restrictions under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project, or for any other purpose.
--	---

3	<table style="width: 100%;"> <tr> <td style="width: 50%;">Signed: _____</td> <td style="width: 50%;">Signed: _____</td> </tr> <tr> <td>Title: _____ Mayor</td> <td>Title: _____ City Clerk</td> </tr> <tr> <td>Date: _____</td> <td>Date: _____</td> </tr> </table> <i>(Signature lines for elected representatives. At least one signature required.)</i>	Signed: _____	Signed: _____	Title: _____ Mayor	Title: _____ City Clerk	Date: _____	Date: _____
Signed: _____	Signed: _____						
Title: _____ Mayor	Title: _____ City Clerk						
Date: _____	Date: _____						

TEMPLATE: LAND USE RESTRICTION EXEMPTION RESOLUTION

Section 3.8(g) of the FIT Rules, Version 5.0

Page 1 of 1 Jun 2016 IESOMRD/f-FIT-021r1

1 Resolution Number: _____ Date Resolution was passed: _____	FIT Reference Number: _____ <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)</i>
---	---

2

[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 5.0.

[AND WHEREAS] _____ PUC Services Inc. (the "Applicant") proposes to construct and operate a Non-Rooftop Solar Project (the "Project") on _____ 2059 Second Line West (the "Lands") in _____ the City of Sault Ste. Marie _____ under the province's FIT Program;

[AND WHEREAS] the Applicant has requested that the Council of _____ the City of Sault Ste. Marie _____ indicate by resolution that the Project has an exemption from any or all of the residential, commercial and industrial land-use restrictions as identified in Sections 2.3(e), 2.3(f), 2.3(g) and 2.3(h) of the FIT Rules, Version 5.0.

[NOW THEREFORE BE IT RESOLVED THAT]

Council of the _____ the City of Sault Ste. Marie _____ exempts the Project on the Lands as described above from any or all of the residential, commercial and industrial land-use restrictions as identified in Sections 2.3(e), 2.3(f), 2.3(g) and 2.3(h) in the FIT Rules, Version 5.0.

This resolution's sole purpose is to provide municipal exemption from the above noted specific residential, commercial and industrial land-use restrictions under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project, or for any other purpose.

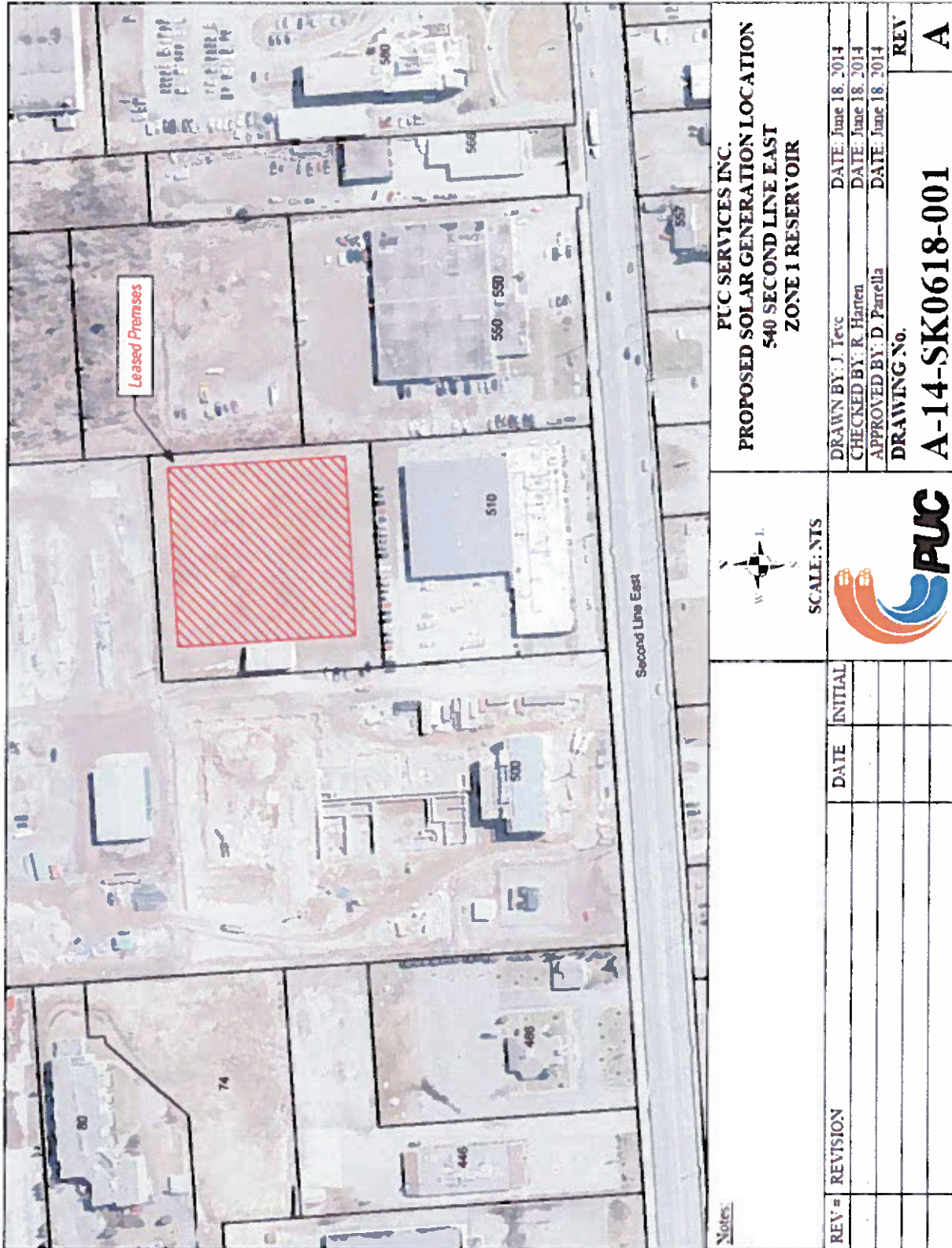
3

Signed: _____	Signed: _____
Title: _____ Mayor _____	Title: _____ City Clerk _____
Date: _____	Date: _____

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

SCHEDULE B LEASED PREMISES

[the Leased Premises are delineated by the cross-hatched area in the drawing below]

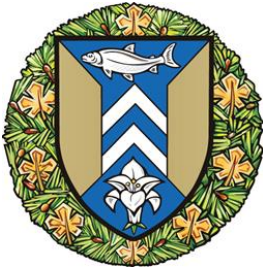


Notes	SCALE: NTS				<			
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SCHEDULE B LEASED PREMISES

[the Leased Premises are delineated by the cross-hatched area in the drawing below]





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

COUNCIL REPORT

November 7, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Susan Hamilton Beach, P. Eng.

DEPARTMENT: Public Works and Engineering Services

RE: Bennett Boulevard and Texas Avenue – Additional Crossing Guard

PURPOSE

The purpose of this report is to seek Council approval for the addition of an adult crossing guard at the intersection of Bennett Boulevard and Texas Avenue.

BACKGROUND

One (1) adult crossing has been employed at this location for some time. Since the creation of the super school Holy Cross – there has been a significant increase to the student population. The number of students walking to this school, the traffic created by the school itself (ie. parents picking up and dropping off students), bus traffic as well as traffic volume and speeds on Bennett Boulevard have been noted to contribute to the need for a second guard at this location.

ANALYSIS

A study has been conducted through the Traffic Division of Public Works with the results indicating very few gaps were present for the students to safely cross, the 85th percentile speed of 67km/hr was observed – even with a reduced speed limit of 40km/hr – and many vehicles are turning through the crosswalks, conflicting with the pedestrian traffic.

Given the criteria established by the Ontario Traffic College “School Crossing Guard Guide”, this location meets the criteria for implementing two (2) crossing guards at an intersection and therefore this is staff’s recommendation.

FINANCIAL IMPLICATIONS

As there have been a number of locations with guards removed due to school closures, the salary and benefits of the additional crossing guard can be covered within the existing Operations budget for crossing guards.

STRATEGIC PLAN / POLICY IMPACT

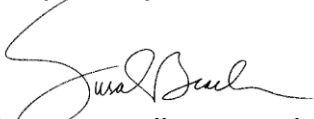
The Corporate Strategic Plan for 2016-2020 indicates a focus on Service Delivery and Quality of Life. We want to encourage our students to walk to school, in a safe manner, and the provision of this service contributes to this goal.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Director of Public Works dated 2016 11 07 be received as information, and furthermore, that Council approve the implementation of a second adult crossing guard at the intersection of Bennett Boulevard and Texas Avenue.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Susan Hamilton Beach".

Susan Hamilton Beach, P. Eng.

Director of Public Works

705.759.5207

s.hamiltonbeach@cityssm.on.ca



City of Sault Ste. Marie
Public Works & Transportation
Traffic Division

Adult School Guard Crossing Study for Non-Signalized Locations

Location: Texas Ave at Bennett Blvd Crosswalk Across: Bennett Boulevard
Date: 9/14/2016 Observer: S. Lavergne

Start Observation: 8:30 AM 3:10 PM Adequate Gap Time: 20 seconds
Start Study: 8:35 AM 3:20 PM
End Study: 9:05 AM 3:50 PM Roadway Width: 18 metres

AM Study Period Pedestrian Group Size Study

N	4	3	2	1	
Group Size					
Group Size	16 to 20	11 to 15	6 to 10	5 or less	
Group No.	-	-	-	-	
1				2	
2				2	
3				1	
4				1	
5				4	
6				2	
7				3	
8				2	
9				1	
10				1	
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
Total	0	0	0	19	
Cumulative Total	0	0	0	10	x .15 = 1.5
N =			1		
Total No. of Students Crossing			19		

PM Study Period Pedestrian Group Size Study

N	4	3	2	1	
Group Size					
Group Size	16 to 20	11 to 15	6 to 10	5 or less	
Group No.	-	-	-	-	
1				5	
2				4	
3				2	
4				2	
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
Total	0	0	0	13	
Cumulative Total	0	0	0	4	x .15 = 0.6
N =			1		
Total No. of Students Crossing			13		

Comments: At this location on Bennett Boulevard, the width of the School Crossing is 18m and there is a reduced speed limit of 40 km/h during School Start/End Times. A calculated safe gap time of 20 seconds is needed. A speed study was conducted in the area showing an 85th percentile of 67 km/h. Based on the MTO School Crossing Review, an Adult School Guard is warranted at this location as there were less than five adequate gaps in each five minute interval of this study.



City of Sault Ste. Marie
Public Works & Transportation
Traffic Division

Adult School Guard Crossing Study for Non-Signalized Locations

Location: Texas Ave at Bennett Blvd Crosswalk Across: Texas Avenue
Date: 9/14/2016 Observer: S. Lavergne

Start Observation: 8:30 AM 3:10 PM Adequate Gap Time: 15 seconds
Start Study: 8:35 AM 3:20 PM
End Study: 9:05 AM 3:50 PM Roadway Width: 10 metres

AM Study Period Pedestrian Group Size Study

N	4	3	2	1	
Group Size					
Group Size	16 to 20	11 to 15	6 to 10	5 or less	
Group No.	-	-	-	-	
1				2	
2				3	
3				1	
4				3	
5				3	
6				2	
7				3	
8				2	
9				3	
10				1	
11				2	
12				2	
13					
14					
15					
16					
17					
18					
19					
20					
Total	0	0	0	27	
Cumulative Total	0	0	0	12	x .15 = 1.8
N =			1		
Total No. of Students Crossing			27		

PM Study Period Pedestrian Group Size Study

N	4	3	2	1	
Group Size					
Group Size	16 to 20	11 to 15	6 to 10	5 or less	
Group No.	-	-	-	-	
1				5	
2			6		
3				5	
4			7		
5				5	
6				4	
7				3	
8				2	
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
Total	0	0	13	24	
Cumulative Total	0	0	2	8	x .15 = 1.2
N =			2		
Total No. of Students Crossing			37		

Comments: At this location on Texas Avenue, the width of the School Crossing is 10m and the speed limit is 50 km/h. A calculated safe gap time of 15 seconds is needed. During the study period, there was a consistent line-up of vehicles turning through the crosswalk, conflicting with pedestrian traffic. Based on the MTO School Crossing Review, an Adult School Guard is warranted at this location as there were less than five adequate gaps in each five minute interval of this study.



MEMORANDUM

DATE: October 27, 2016
TO: Mayor Provenzano and Members of City Council, City of Sault Ste. Marie
c.c. Al Horsman, C.A.O., City of Sault Ste. Marie
FROM: Jim Boniferro, Board of Directors Chair, PUC Inc. and PUC Services Inc.
SUBJECT: **2016 Third Quarter Shareholder Report**

Attached please find the Quarterly Shareholder Report for the period July 1 to September 30, 2016.

A blue ink signature of Jim Boniferro, consisting of a stylized 'J' and 'B' followed by a horizontal line.

Jim Boniferro
Board of Directors Chair

Attachments: 2016 Third Quarter Shareholder Report

PUC INC. & PUC SERVICES INC.
2016 Third Quarter Shareholder Report

PUC IN THE COMMUNITY

Streetlight Conversion Project

Replacement of the city's 9,050 streetlights with energy efficient LED lights resumed in April and continued through the third quarter. Progress continued to be on schedule and on budget. By the end of September, approximately 7,500 lights were converted to LED. Once complete, by end of October this year, the conversion to LED lights will save the taxpayers of Sault Ste. Marie approximately \$1 million annually in operating and maintenance costs.

PUC Employees Support ARCH

The Algoma Residential Community Hospice (ARCH) provides quality, compassionate care through end-of-life to Algoma District families at no cost. The emotional, spiritual, and physical comfort of the residents and their loved ones is their highest priority. ARCH offers a home-away-from-home during one of life's most important moments: the end-of-life journey.

On September 24th, the PUC Employees Association held its second annual golf tournament to raise funds for ARCH. Once again, this event was a great success and raised over \$2,050 to support ARCH. Approximately 25 organizations across the city participated or sponsored the tournament.

This event is yet another affirmation of the dedication and commitment our employees demonstrate on an ongoing basis to supporting our community in many ways, beyond simply keeping the lights on and the water flowing.

Our congratulations go out to our staff that organized this event and to all our staff and the public that participated in making this event such a success.

BOARD GOVERNANCE

Committees of the Board met in July and September. Meetings of the Boards of Directors were held July 26th and September 28th. The minutes of these Board meetings have been provided to the Deputy CAO & Clerk.

PUC SERVICES INC.

Operation of the two city wastewater treatment plants as well as the Sault Ste. Marie drinking water and electric distribution operations remained in compliance with provincial requirements during the past quarter.

In addition, PUC Services holds operating contracts for electric, water and wastewater systems with 17 other organizations and municipalities extending from Sault Ste. Marie to

Espanola. Operations related to these contracts also remained in compliance with provincial regulations during the quarter.

At the end of September 2016, PUC Services achieved 532 days free of any lost-time incident. We commend staff for their continued commitment and attention to working safe.

PUC DISTRIBUTION INC.

PUC Scorecard for 2015

The Ontario Energy Board (OEB) released its annual distributor scorecard, which evaluates Local Distribution Companies (LDC) across Ontario on nine different performance categories including; customer focus, safety, financial performance, and operational effectiveness. This scorecard gives customers the opportunity to compare their utility's performance, in a variety of categories, to that of other LDC's across the province.

While PUC Distribution scored very well in a number of categories, we are especially proud of our performance in the category of safety; both in regards to the general public and our employees.

In 2015, PUC Distribution participated in a public electrical safety awareness survey. The survey involved a representative sample of the general public within PUC's service area in order to gauge the public's awareness level of key electrical safety concepts related to the electrical distribution system. A third party firm conducted the survey, and the questions were based on a template provided by the Electrical Safety Authority. Of Ontario's 70 LDC's, 36 elected to collaborate on the delivery of a common survey within their respective jurisdictions. PUC is pleased to report that of the 36 participating LDC's, PUC Distribution scored the highest with an awareness score of 86%, which is also one of the highest rankings across the province.

One of the areas where PUC Distribution fared well but not as well as we would like to see, is in the area of Customer Satisfaction. PUC scored an overall satisfaction level of 79% compared to the Ontario benchmark of 83%. Customer Satisfaction for the electric utility was impacted by dissatisfaction with water quality in recent times. However, PUC Distribution scored above the Ontario benchmark in a number of areas including service reliability, outage response times, safety performance and operational efficiency.

While the Customer Satisfaction rating was a good result, there is room for improvement. We are taking steps to update our customer engagement strategy to improve satisfaction moving forward.

In the area of cost control, as reported by the media, our "Total Cost Per Customer" has increased on average 7.3% per annum over the period 2011 to 2015, which is above the average for the province. There are many factors that drive this performance measure. Furthermore, this number is not our actual costs, but rather the output number of an econometric model that the OEB uses to attempt to place all LDCs on a common footing. Of more significance and relevance to our customers is the fact that the average PUC residential customer benefits from having the **second lowest total bill** in the province.

Electricity Supply

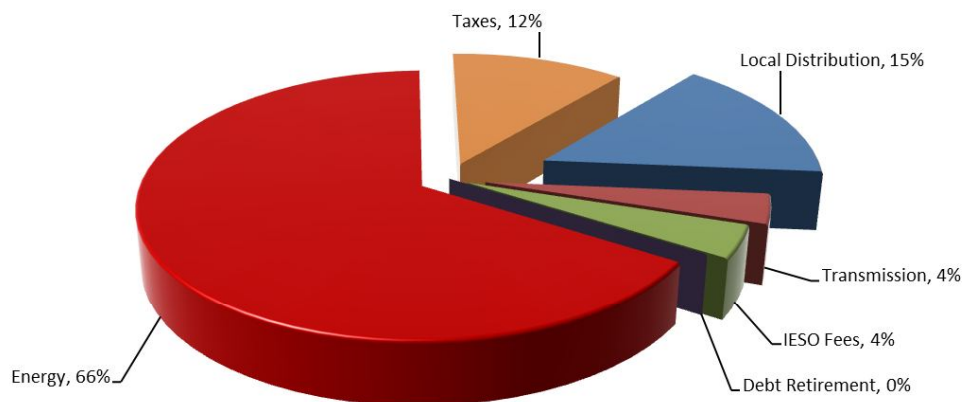
Electricity purchases (i.e. the energy we purchase from the IESO and embedded generators that is consumed by our customers and the distribution system) for the first nine months of 2016 were down 5.3% below the first nine months of 2015. For the quarter, purchases were down slightly at 1.5% less than last year.

System peak demand during the third quarter was 101.2 MW which occurred in August. The 2015 third quarter peak demand was 97.1 MW which occurred in July. (All quantities are adjusted to recognize embedded generator contributions)

Distributed generation (i.e. primarily the large solar farms within the city limits) supplied approximately 18% of the total energy consumed by PUC customers for the third quarter. These generators also supplied approximately 29% of the system peak demand in the month of July and 43% of the peak demand in August.

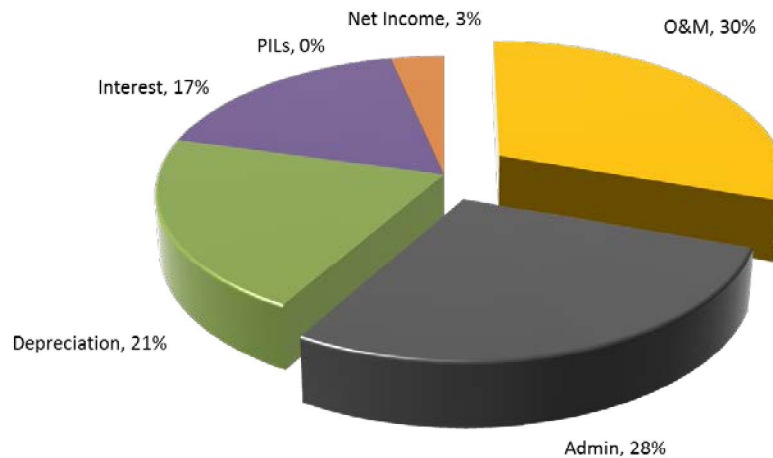
The pie chart below provides a break-down of the components that comprise the average residential electricity bill (1,000 kWh) in Sault Ste. Marie as of May 1, 2016. The largest component is the energy portion at 66% of the total bill. The only part of the bill that is retained by PUC Distribution is the “Local Distribution” charge that comprises approximately 15% of the total bill. The rest of the bill revenue is turned over to the Province. The Local Distribution portion of the total bill has declined from 18% in 2014 due to the increase of energy costs which are set by the Province. The energy portion was 61% of the total bill at May 1, 2014.

Average (1,000 kWhs) Residential Bill - Sault Ste. Marie - May 2016



The following pie chart explains how PUC uses the revenue it collects from customers. One-third of the revenue is used to operate and maintain the distribution system and a little less than one-third covers the costs of administration and support systems. Approximately 17% of the revenue flows through PUC Inc. to the shareholder as interest payments.

Alocation of PUC Revenues



Reliability Performance

PUC Distribution is required by the Ontario Energy Board (the OEB) to track and report service reliability indices that measure system outage statistics for the electrical distribution system. These indices include the system average interruption duration index (SAIDI), the system average interruption frequency index (SAIFI) and the customer average interruption duration index (CAIDI), which is the ratio of SAIDI to SAIFI. All planned and unplanned outages lasting more than one minute must be reported. The indices are affected by factors such as customer density, the age and condition of the distribution system, susceptibility to lightning and other weather related impacts, the speed of response by crews and the scope of the supervisory and data acquisition (SCADA) systems deployed.

Comparison of power outages from one calendar quarter to another will vary widely, due primarily to seasonal effects. For the first nine months of 2016, SAIDI was 2 hours 7 minutes and SAIFI was 1.91 events. Our year-to-date performance continues to suffer from a severe windstorm that hit the area on June 20th. Outages related to strong winds and trees falling on powerlines for that one day account for 15% of the total SAIDI index for the year-to-date and 28% of the total SAIFI index.

For the third quarter alone, SAIDI was 17 minutes and SAIFI was 0.33 events. The prior 3-year average of all quarterly results was 40 minutes for SAIDI and 0.54 for SAIFI.

WATER SYSTEM OPERATIONS

Metered water sales for the third quarter decreased only slightly at 0.4% below the third quarter of 2015. Year-to-date sales were 3.1% less than last year to date. System peak day

water consumption for the third quarter was 37,713 cubic meters which occurred on July 4th. Last year the peak day consumption for the third quarter was 37,753 cubic meters, also occurring in July.

Each year we track the number of watermain breaks as a measure of distribution system condition. The counting season starts November 1st each year and continues until October 31st of the following year. For the 2016 counting year, 66 watermain breaks were recorded by the end of September. In comparison, we had 105 breaks by end of September 2015 while the prior 5 year average for the same period is 102.

Water quality calls for the first nine months of 2016 were recorded at 169, compared to 134 recorded for the same period in 2015. This compares favourably with the past 15 year average of 296.

At the regular City Council meeting of June 13, 2106 PUC Services announced further specific actions aimed at augmenting the ongoing water quality improvement efforts. These included a watermain relining pilot project in the east end, a telephone survey of all east end households, and adjustment to the corrosion inhibitor formula for the east end wells.

Work progressed in the third quarter on the watermain relining project. A tender was issued for construction in August and awarded in late September with construction starting the week of October 3rd. A public information session was held at St. Gerome Parish on September 28th and was well attended by many area residents. Residents welcomed the opportunity to discuss the project with PUC staff and to speak directly with the consultant and contractor representatives that were at the public information session. As noted earlier, the watermain relining pilot project will support development of an annual relining program. It has been noted that discoloured water, specifically in the east end, is directly attributable to unlined old cast iron mains. Relining of cast iron mains, whereby a special coating or liner is applied to the interior of un-lined pipes, is a proven industry best practice to improve water quality (i.e. colour, taste and odour). This rehabilitation of pipes will address water quality issues within the immediate area of the relining.

Work also progressed on the telephone survey of east end homes and businesses. PUC Services staff started calling residences in September and will be reaching out to all 7,000+ households in “the east end” (i.e. generally the area east of Pine Street below “the hill”) over the next several months to determine the extent of current water quality concerns in the area. We are concerned that we may not have heard from all our customers in the east end. We want to hear from every household in order to better inform development of the long-term relining program.

As announced earlier, and in accordance with our ongoing efforts to optimize the effectiveness of the new corrosion inhibitor treatment process that was added approximately one year ago, adjustment will be made in early October to the specific blend of the corrosion inhibitor product in order to better address east end source water composition. This adjustment will provide more effective mitigation of water discolouration.

FINANCIAL STATUS

Unaudited financial statements for the quarter are attached for reference and are subject to year-end adjustments.

For the first nine months of 2016 PUC Distribution had a net income of \$280,517 on revenues of \$14,437,429, compared to forecasted net income of \$480,574 on projected revenues of \$14,602,722 in the budget. This was due primarily to total revenue being 1.1% under budget. For the first nine months of 2015, net income was \$431,831 on revenues of \$14,115,143.

PUC Services had a net loss of \$290,583 for the first nine months of the year, compared to the budgeted loss of \$367,308. Net loss for 2015 was \$322,850 on revenues of \$11,984,167.

Unconsolidated PUC Inc. revenue for the first nine months of 2016 was \$1,674,948 which was received mainly in the form of related party interest payments. Expenses of \$1,592,544 were primarily interest payable to the City. There was a net gain of \$82,404 for the year. Net income for 2015 at end of the third quarter was \$77,345.

The water Commission had a net operating margin of \$2,258,062 for the first nine months on revenues of \$13,955,219 compared to a forecasted margin of \$1,787,925 and revenues of \$14,227,784 in the budget. This variation was due primarily to expenses being \$742,702 under projected due primarily to the mild winter and timing differences in actual expenses versus budgeted expenses. In comparison, revenue for the first nine months of 2015 was \$13,921,950 with a net operating margin of \$1,090,552.

PUC
QUARTERLY FINANCIAL SUMMARIES
September 30, 2016



PUC Inc.

STATEMENT OF REVENUES AND EXPENSES

For the Quarter Ending September 30, 2016



Friday, October 14, 2016

	YTD Actual 2016	YTD Budget 2016	YTD Variance 2016	Annual Budget 2016
Revenue				
Interest - Related Party	1,613,410	1,612,765	645	2,151,214
Miscellaneous Interest	61,538	47,394	14,144	60,000
Total Revenue	1,674,948	1,660,159	14,789	2,211,214
General and Administrative Expenses	111,644	126,529	(14,884)	179,611
Interest Related Party	1,451,190	1,451,190	(0)	1,934,920
Interest Other	0	0	0	0
Payment in Lieu of Taxes	29,710	19,208	10,502	25,621
Total Expenses	1,592,544	1,596,927	(4,382)	2,140,152
Income (Loss)	82,404	63,232	19,171	71,062

PUC Distribution Inc.
STATEMENT OF REVENUES AND EXPENSES
For the Month Ending September 30, 2016



		YTD Actual 2016	YTD Budget 2016	YTD Variance 2016	Annual Budget 2016
Revenue					
Distribution Revenue		12,691,283	12,940,023	(248,739)	17,741,849
Miscellaneous Revenue		1,746,145	1,662,699	83,446	2,212,176
Total Revenue	1.	14,437,429	14,602,722	(165,293)	19,954,025
Cost of Power					
Cost of Power Revenue		76,256,238	61,430,116	14,826,122	83,013,670
Cost of Power Expense		76,256,238	61,430,116	14,826,122	83,013,670
Net Cost of Power		0	(0)	0	(0)
Operating Expenses	2.	4,951,114	4,843,582	107,532	6,672,055
Billing and Customer Service Expenses	3.	1,406,674	1,422,908	(16,234)	2,060,788
Building Expenses	4.	630,009	516,537	113,472	611,217
General and Administrative Expenses	5.	1,990,532	2,042,448	(51,916)	2,659,926
Depreciation		2,850,000	2,848,860	1,140	3,800,000
Interest Expense	6.	2,328,583	2,447,812	(119,230)	3,265,056
Payment in Lieu of Taxes		0	0	0	0
Total Expenses		14,156,911	14,122,147	34,764	19,069,042
Income (Loss)		280,517	480,574	(200,057)	884,983

1. Total revenue is 1.1% under year to date budget. Electricity consumption revenue is 1.9% under budget on sales volumes that are 6.3% under budget. Miscellaneous revenue is over budget - Shaw Cable "make ready" work and collection charges.
2. Operating Expenses are within 2.2% of budget. Line clearing expenses are currently slightly above budget but are expected to be \$100,000 under budget as a result of a favourable tendered price.
3. Billing and Customer Service Expenses are currently 1% under budget, however bad debt expense has yet to be reviewed in 2016.
4. The building expense allocation from PUC Services is currently over budget.
5. General and Administrative Expenses are 2.5% under budget. The allocation from PUC Services is currently under budget.
6. The construction loan was not converted to long term loan until May 2016 resulting in a lower than budgeted interest rate from January to April 2016.

PUC Services Inc.
STATEMENT OF REVENUES AND EXPENSES
For the Month Ending September 30, 2016



		YTD Actual 2016	YTD Budget 2016	YTD Variance 2016	Annual Budget 2016
Revenue					
Contract Revenue	1.	4,225,190	4,504,904	(279,714)	6,008,499
Management Fee Revenue		7,806,822	7,704,973	101,849	9,985,532
Miscellaneous Revenue		240,348	267,035	(26,688)	403,700
Total Revenue		12,272,360	12,476,912	(204,552)	16,397,731
Operating Expenses					
	2.	3,732,977	4,015,386	(282,410)	5,233,319
Billing and Customer Service Expenses		1,696,144	1,721,064	(24,920)	2,277,875
Building Expenses	3.	2,255,423	2,037,553	217,871	2,545,428
General and Administrative Expenses	4.	3,000,967	3,207,391	(206,424)	4,108,441
Depreciation		1,425,000	1,424,430	570	1,900,000
Interest Expense		452,432	438,396	14,036	584,543
Payment in Lieu of Taxes		0	0	0	0
Total Expenses		12,562,943	12,844,220	(281,277)	16,649,607
Income (Loss)		(290,583)	(367,308)	76,725	(251,876)

1. City of SSM wastewater contract revenue (work outside of the monthly operating contract) is currently under the year to date budget estimate. The related expenses are also under the year to date budget estimate.

2. Year to date Operating Expenses are 7% under budget. City of SSM wastewater contract expenses (work outside of the monthly operating contract) are currently under the year to date budget estimate. The related revenue is also under the year to date budget estimate. Chemicals, lab fees and sludge removal costs are also under budget.

3. Building expenses are 11% over budget. Actual year to date expenses in the areas of labour, taxes and utilities are over budget.

4. General and Administrative expenses are 6% under budget. Labour and consulting costs are currently under budget.

Public Utilities Commission of Sault Ste. Marie
STATEMENT OF REVENUES AND EXPENSES
For the Month Ending September 30, 2016



Friday, October 14, 2016

		YTD Actual 2016	YTD Budget 2016	YTD Variance 2016	Annual Budget 2016
Operating Revenue					
Water Sales		\$13,638,490	\$13,893,810	(\$255,319)	\$18,153,498
Miscellaneous		\$316,728	\$333,974	(\$17,246)	\$789,500
Total Operating Revenue	1.	\$13,955,219	\$14,227,784	(\$272,565)	\$18,942,998
Total Operating Expenses	2.	\$5,966,089	\$6,649,197	(\$683,108)	\$8,965,089
Billing and Customer Service Expenses	3.	\$885,025	\$940,734	(\$55,709)	\$1,261,670
Building Expenses		\$1,552,537	\$1,487,368	\$65,169	\$1,765,946
General and Administrative Expenses		\$1,402,810	\$1,427,414	(\$24,605)	\$1,926,108
Depreciation		\$1,725,000	\$1,725,230	(\$230)	\$2,300,000
Interest Expense	4.	\$165,696	\$209,916	(\$44,220)	\$280,000
Total Expenses		\$11,697,157	\$12,439,859	(\$742,702)	\$16,498,813
Net Operating Margin		\$2,258,062	\$1,787,925	\$470,137	\$2,444,186

1. Total revenue is 1.9% under budget. Water sales revenue is 2.3% under budget on sales that are 3.1% under budget.

2. Operating expenses are 10% under year to budget. Chemicals, labour and contractor costs are under budget due mainly to reduced water main breaks and frozen services in 2016.

3. Billing and Customer Service expenses are 6% under budget. Indirect labour and meter reading contract costs are under the year to date budget. Bad debts have yet to be reviewed in 2016.

4. Interest Expense is under budget as the \$8 million loan was finalized one month later than budgeted at an interest rate of 3.11% compared to the budgeted rate of 3.5%.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2016-174

AGREEMENT: (P2) A by-law to authorize the execution of an agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services to extend the Court Security and Prisoner Transportation (CSPT) Program to 2018.

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 January 1, 2017 between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services, a copy of which is attached as Schedule "A" hereto. This Agreement extends the Court Security and Prisoner Transportation (CSPT) Program to 2018.

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 7th day of November, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2017

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Community Safety and
Correctional Services**

(the "Province")

- and -

The Corporation of the City of Sault Ste. Marie

(the "Recipient")

BACKGROUND:

- A. As part of the 2008 Provincial-Municipal Fiscal and Service Delivery Review (PMFSDR), the Ontario government committed to upload court security and prisoner transportation costs from municipalities, beginning in 2012 and phased in by an equal amount over seven years, to a maximum of \$125 million annually at maturity by 2018;
- B. The Province established the Court Security and Prisoner Transportation (CSPT) Program (the "Program") in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions;
- C. The Recipient is a municipality which is responsible for the costs of providing security for court premises during hours of court operations and security of persons attending court; and/or the costs of transporting prisoners and custodial minors (i.e., persons between twelve and seventeen years of age) between correctional institutions, custodial facilities and court locations for the purposes of court attendance;
- D. The Recipient has provided its 2015 CSPT costs, as confirmed in the 2015 Annual Financial Report, which the Recipient submitted as part of the reporting requirements for the 2015-2016 agreement for the Program;

E. Funding is allocated based on the Recipient's relative share of the total 2015 provincial CSPT costs.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 This Agreement, including:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project Description
- Schedule "D" - Payment Plan and Reporting Schedules
- Schedule "E" - Court Security and Prisoner Transportation Services and Activities Eligible for Funding
- Schedule "F" - Template for Annual Financial Report, and any amending agreement entered into as provided for below,

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.

2.0 COUNTERPARTS

- 2.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.0 AMENDING THE AGREEMENT

- 3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

- 4.1 The Recipient acknowledges that:
- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
 - (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
 - (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
 - (d) the Province is not responsible for carrying out the Project; and
 - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- 4.2 The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

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
Community Safety and Correctional Services**

Date

Name: Stephen Beckett
Title: Assistant Deputy Minister, Public Safety Division

The Corporation of the City of Sault Ste. Marie

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 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 headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions referred to in section A9.1 and as specified in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 1.1 and any amending agreement entered into pursuant to section 3.1.

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Court Security and Prisoner Transportation Services" means the services and activities eligible for funding, as set out in Schedule "E".

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A14.1.

"Expiry Date" means the date on which the Agreement will expire and is the date provided for in Schedule "B".

“Funding Year” means Funding Year 1 or Funding Year 2 as the context requires.

“Funding Year 1” means the period commencing on the Effective Date and ending on December 31, 2017.

“Funding Year 2” means the period commencing on January 1, 2018 and ending on December 31, 2018.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

“Maximum Funds” means a total of **\$1,524,212.33** being **\$703,482.61** for Funding Year 1 and **\$820,729.72** for Funding Year 2.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section 14.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A14.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A12.0, Article A13.0, or Article A14.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with Schedule "D"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A11.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; and
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A13.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) use the Funds only on activities and services eligible for funding as set out in Schedule "E"; and
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the repayment of an amount equal to the interest.

A4.6 Maximum Funds. The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.

A4.7 Rebates, Credits, and Refunds. The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the

extent applicable.

A5.2 Disposal. The Recipient shall sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided only in accordance with its asset disposal policies and procedures, unless the Province agrees otherwise.

A6.0 CONFLICT OF INTEREST

A6.1 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 Conflict of Interest Includes. For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A18.1, all Reports in accordance with the timelines and content requirements provided for in Schedules "D" and "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A18.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and

- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 Disclosure. To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 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).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 Publication. The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 FURTHER CONDITIONS

A9.1 Additional Provisions. The Recipient will comply with any Additional Provisions. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule "A", the Additional Provisions will prevail.

A10.0 INDEMNITY

A10.1 Indemnification. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.2 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

A10.3 Province's Election. The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement, at law, or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

A10.4 Settlement Authority. The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

A10.5 Recipient's Co-operation. If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations

A11.0 INSURANCE

A11.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A11.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A11.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A11.1; and

- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A12.0 TERMINATION ON NOTICE

A12.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A12.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A12.2(b); and
 - (ii) subject to section A4.7, provide Funds to the Recipient to cover such costs.

A13.0 TERMINATION WHERE NO APPROPRIATION

A13.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A13.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A13.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and

- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A13.2(b).

A13.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section A13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A14.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A14.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A14.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;

- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A14.3 Opportunity to Remedy. If, in accordance with section A14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A14.4 Recipient not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A14.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A14.2(a), (c), (d), (e), (f), (g), (h), and (i).

A14.5 When Termination Effective. Termination under this Article will take effect as provided for in the Notice.

A15.0 FUNDS AT THE END OF A FUNDING YEAR

A15.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A14.0, if the Recipient has not spent all of the Funds allocated for the Funding Year, the Province may take one or both of the following actions:

- (a) demand the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A16.0 FUNDS UPON EXPIRY

A16.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

A17.0 REPAYMENT

A17.1 Repayment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A17.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

A17.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A17.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A17.5 Fails to Repay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A18.0 NOTICE

A18.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.

A18.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A18.3 Postal Disruption. Despite section A18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or fax.

A19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A19.1 Consent. When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A20.0 SEVERABILITY OF PROVISIONS

A20.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A21.0 WAIVER

A21.1 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 A18.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A22.0 INDEPENDENT PARTIES

A22.1 Parties Independent. The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A23.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A23.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A23.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A24.0 GOVERNING LAW

A24.1 Governing Law. The Agreement and the rights, obligations, and relations of the Parties will 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 will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A25.0 FURTHER ASSURANCES

A25.1 Agreement into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A26.0 JOINT AND SEVERAL LIABILITY

A26.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A27.0 RIGHTS AND REMEDIES CUMULATIVE

A27.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A28.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A29.0 SURVIVAL

A29.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A10.0, sections A12.2, sections A13.2, A13.3, sections A14.1, A14.2(d), (e), (f), (g) and (h), Article A16.0, Article A17.0, Article A18.0, Article A20.0, section A23.2; Article A24.0, Article A26.0, Article A27.0, Article A28.0 and Article A29.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$1,524,212.33 being \$703,482.61 for Funding Year 1 and \$820,729.72 for Funding Year 2.
Expiry Date	December 31, 2018
Insurance	\$5,000,000
Contact information for the purposes of Notice to the Province	Name: Ministry of Community Safety and Correctional Services, Public Safety Division, External Relations Branch, Program Development Section Address: 25 Grosvenor Street, 12th Floor Toronto ON M7A 2H3 Attention: Fionne Yip, Community Safety Analyst Email: Fionne.Yip@ontario.ca
Contact information for the purposes of Notice to the Recipient / for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Name: The Corporation of the City of Sault Ste. Marie Address: 99 Foster Drive Sault Ste. Marie ON P6A 5X6 Attention: Ms. Shelley Schell Commissioner of Finance & Treasurer Email: finance@cityssm.on.ca

Additional Provisions:

None

SCHEDULE "C"
PROJECT DESCRIPTION

As part of the 2008 PMFSDR, the Ontario government committed to upload court security and prisoner transportation costs from municipalities, beginning in 2012 and phased in by an equal amount over seven years, to a maximum of \$125 million annually at maturity by 2018.

The Province implemented the Program in 2012 to assist municipalities in offsetting their costs of providing CSPT services in their jurisdictions;

The Recipient is responsible for the costs of providing security for court premises during hours of court operations and security of persons attending court, and/or the costs of transporting prisoners and custodial minors (i.e., persons between twelve and seventeen years of age) between correctional institutions, custodial facilities and court locations for the purposes of court attendance.

SCHEDULE "D"
PAYMENT PLAN AND REPORTING SCHEDULES

The Funds in the amount of **\$1,524,212.33** will be provided to the Recipient according to the following schedule:

Funding Year 1 – January 1, 2017 to December 31, 2017:

- A. First instalment: **\$175,870.65** will be paid to the Recipient once the Recipient has signed the Agreement, provided adequate proof of insurance to the Province in accordance with Article 11.2 of the Agreement, and the Agreement has then been signed by the Province.
- B. Second Instalment: **\$175,870.65** will be paid to the Recipient, following the Province's receipt and approval of the 2016 Annual Financial Report (due April 14, 2017). *Subsequent payments will not be released until the Province has received and approved the 2016 Annual Financial Report.*
- C. Third Instalment: **\$175,870.65** will be paid to the Recipient by the end of September 2017.
- D. Final instalment: **\$175,870.66** will be paid to the Recipient by the end of December 2017.

Funding Year 2 – January 1, 2018 to December 31, 2018:

- A. First instalment: **\$205,182.43** will be paid to the Recipient by the end of March 2018.
- B. Second Instalment: **\$205,182.43** will be paid to the Recipient, following the Province's receipt and approval of the 2017 Annual Financial Report (due April 16, 2018). *Subsequent payments will not be released until the Province has received and approved the 2017 Annual Financial Report.*
- C. Third Instalment: **\$205,182.43** will be paid to the Recipient by the end of September 2018.
- D. Final Instalment: **\$205,182.43** will be paid to the Recipient by the end of December 2018.
- E. The Recipient must submit the 2018 Annual Financial Report to the Province by April 15, 2019.

SCHEDULE "E"
COURT SECURITY AND PRISONER TRANSPORTATION
SERVICES AND ACTIVITIES ELIGIBLE FOR FUNDING

A. COURT SECURITY includes:

1. Facility Perimeter Security

Costs associated with external and/or internal police presence during regular or non-regular hours to secure the perimeter of the facility, to respond to a specific threat or for high-profile matters.

2. Courtroom Security

Costs associated with the presence of police staff in the courtroom to ensure the safety and security of the proceedings and attendees.

3. General Courthouse Security Presence

Costs associated with the use of screening stations to screen all public visitors to the courthouse, including the use of magnetometers and x-ray machines, and police staff assigned to perform roving patrols of the court facility.

4. Prisoner Movement in Courthouse

Costs associated with monitoring the movement of prisoners between holding cells and other areas within the courthouse.

5. Prisoner Guarding in Holding Cells

Costs associated with guarding and monitoring of prisoners brought to court for trial and held in courthouse holding cells (where applicable).

6. Prisoner Feeding

Costs associated with the provision of meals to prisoners required while in the custody of local police services for the purpose of attending court.

B. PRISONER TRANSPORTATION includes:

1. Prisoner Transport

Costs associated with the movement of prisoners between correctional institutions and court locations for the purposes of attending court.

2. Prisoner Transport - Youth

Costs associated with the movement of custodial minors (i.e. 12-17 years old) between correctional and/or custodial facilities and court locations for the purposes of attending court.

*PRISONER includes: Persons being held in custody as a result of provincial or federal offence proceedings, including persons under immigration detention.

C. TRAINING, EQUIPMENT AND RECRUITING includes:

1. Costs associated with training that is relevant to court security and prisoner transportation only.
2. Cost associated with equipment that is unique to the provision of court security and prisoner transportation and does not include equipment that would be utilized for other purposes.
3. Costs associated with recruiting that is relevant to the staffing of court security and prisoner transportation only. Costs may include advertising for applicants, physical fitness and/or psychological testing, applicant screening, interviews or any other related human resources expense.

COURT SECURITY AND PRISONER TRANSPORTATION do NOT include:

Court Administration

Costs associated with performing court administrative duties including the scheduling of staff for daily deployment, the service of legal documents, the preparation/maintenance of Crown Brief materials, the entry of data into court information systems, preparing or swearing/affirming legal documentation, scheduling of court appearances or other duties of a related nature.

SCHEDULE "F" TEMPLATE FOR ANNUAL FINANCIAL REPORT

SCHEDULE F - ANNUAL FINANCIAL REPORT - 201_ (YEAR _)

REPORTING MUNICIPALITY: (please select from drop down list)			
CONTACT INFORMATION:			
Salutation:	First Name:	Last Name:	Title:
Tel:	Ext:	Fax:	Email:
Address:			
City:		Postal Code:	
LOCAL POLICE SERVICE:			
Name of Municipal or Regional Police Service or OPP Detachment:			
ANNUAL EXPENDITURE SUMMARY:			
PLEASE COMPLETE THE FOLLOWING SECTION IN RELATION TO THE COURT SECURITY AND PRISONER TRANSPORTATION SERVICES/ACTIVITIES ELIGIBLE FOR FUNDING LISTED IN SCHEDULE E (ATTACHED).			
For lines b, c, d, g, h, and i, please provide details on a separate page, identifying the name of the municipality/funding source and the amount of funding.			
201_ (Year _) Allocation:			
COURT SECURITY COSTS			
a) Total gross annual court security costs:			
b) Total annual payments provided to other municipalities for court security:			
c) Total annual payments received from other municipalities for court security:			
d) Total annual payments received from other funding sources for court security:			
e) Total net annual court security costs (a + b - c - d):			\$0.00
PRISONER TRANSPORTATION COSTS			
f) Total gross annual prisoner transportation costs:			
g) Total annual payments provided to other municipalities for prisoner transportation:			
h) Total annual payments received from other municipalities for prisoner transportation:			
i) Total annual payments received from other funding sources for prisoner transportation:			
j) Total net annual prisoner transportation costs (f + g - h - i):			\$0.00
Total Net Annual Court Security and Prisoner Transportation Costs (e + j):			\$0.00
Variance (Allocation - Total Net Annual Costs):			\$0.00
SIGNATURE OF AUTHORIZED OFFICIAL:			
I, hereby certify that the information provided in the Annual Financial Report is true and correct and is in agreement with the books and records of the municipality and its consolidated entities.			
Title:	Print Name:		
Signature:	Date:		

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2016-175

AGREEMENT: (P5) A by-law to authorize the execution of two (2) Lease Agreements between the City and Caterpillar Financial Services Limited for two (2) 2016 Caterpillar Motor Graders complete with Snow Wings and Front Blades.

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 two (2) Lease Agreements between the City and Caterpillar Financial Services Limited for two (2) 2016 Caterpillar Motor Graders complete with Snow Wings and Front Blades.

2. **SCHEDULE "A"**

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

3. **SCHEDULE "B"**

Schedule "B" forms 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 7th day of November, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\1. 2016\2016-175 EXECUTION LEASE AGREEMENTS TWO MOTOR GRADERS.DOC

Lease Agreement
Transaction Number 2930299



This Lease Agreement (together with each addendum, schedule, Application Survey and rider attached to, or made a part of, this lease and any amendments made from time to time being collectively referred to as "this Lease") is entered into by Caterpillar Financial Services Limited ("we", "us" or "our") and the Lessee named below ("you" or "your").

1. PARTIES

LESSOR:
CATERPILLAR FINANCIAL SERVICES LIMITED
3457 Superior Court, Unit 2
Oakville, ON L6L 0C4
HST Registration #: R100843952
QST Registration #: 1002912330

LESSEE:
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
128 SACKVILLE ROAD
SAULT STE MARIE, ON P6B 4T6

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS (Whether the Unit is new or used, the model number, the year, the manufacturer, and the model name)	SERIAL/VIN (Unique ID number for this Unit)	MONTHLY LEASE PAYMENT* (The total amount due each month if your payments are made on their due date or see attached Payment Schedule)	PURCHASE OPTION PRICE (see Section 15)	MAX TOTAL HOURS/USAGE (Maximum total usage of Unit - see Application Survey, if one is used for this transaction)	DELIVERY/ RENTAL CONVERSION DATE (Enter date Unit was delivered to you or the date Unit was converted from a rental if you were previously renting)
	CAT0140MCD9G01634	Irreg. Payments	\$213,100.00	5004.00	
(1) NEW 2016 CATERPILLAR 140MAWD MOTOR GRADER C/W CAB WITH A/C, SNOW ARRANGEMENT PACKAGE, 14FT MOLDBOARD, CRAIG SNOW WING AND BULL BLADE					

*BASE MONTHLY PAYMENT:

HST: 0.00
PST: 0.00

MONTHLY LEASE PAYMENT: See Irregular
Payment Schedule

COMMENCEMENT DATE:

October 21, 2016

LOCATION OF UNITS:

128 SACKVILLE ROAD SAULT
STE. MARIE, ON P6B 4T6

For a description of any other units that have been leased pursuant to this Lease, see the "Equipment Description Schedule" in the attached SCHEDULE A. For any other units that represent "Additional Collateral", see the "Additional Collateral" section of the attached SCHEDULE A ("Additional Collateral"). Each item of Additional Collateral identified in any attached SCHEDULE A is considered a Unit under the terms of this Lease.

In reliance on your selection of the units described above (together with all attachments, accessories and optional features, whether or not installed with any of those units, and all manufacturer manuals and instructions, being referred to in this Lease as a "Unit" or the "Units"), we have agreed to acquire and lease the Units (excluding any Additional Collateral) to you, subject to the terms of this Lease. **Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.**

You acknowledge that the Units (excluding any Additional Collateral) were delivered to you in good working condition and that you accepted them on the date indicated. If any of the Units (excluding any Additional Collateral) will be delivered to you after you sign this Lease, you agree to sign and deliver to us a separate delivery certificate.

Each addendum, schedule, application survey for a Unit (each, an "Application Survey") and rider that is referred to in this Lease and is attached to this Lease or is deemed to be attached to this Lease is incorporated into this Lease by reference and is deemed to be a part of this Lease.

TERMS AND CONDITIONS

3. Lease Term The "Lease Term" for each Unit will start on the Commencement Date, as identified in the first page of this Lease and will continue for 54 months, unless we terminate this Lease in accordance with its terms. However, we have no obligation to enter

into this Lease or pay the supplier of the Units (the "Supplier") for the Unit(s) until you have delivered to us all documents that we may reasonably request.

ECLEASF 5246995 10/21/2016



4. Lease Payment You will pay us the Monthly Lease Payments beginning October 21, 2016 and on the same date of each month thereafter (or the last day of the month, if there is no such date). The Monthly Lease Payments will be due without demand. You will also pay us all other amounts payable by you under this Lease and under any other document delivered by you in connection with this Lease, including each applicable Application Survey (collectively, the "Lease Documents") when due (all such other payments, together with the Monthly Lease Payments, being referred to in this Lease as the "Lease Payments"). You will pay all Lease Payments not otherwise payable by pre-authorized debit to us at CATERPILLAR FINANCIAL SERVICES LIMITED, 3457 Superior Court, Unit 2, Oakville, ON L6L 0C4 or such other location that we designate in writing. **You agree this Lease is a non-cancellable net lease. You also agree that your duties and liabilities under this Lease and the other Lease Documents are absolute and unconditional. Your payment and performance obligations are not subject to cancellation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of each Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Lease.**

5. Late Charges If we do not receive a Lease Payment by the 14th day after the date the Lease Payment is due, you will be charged a late payment charge on the late Lease Payment equal to the lesser of (i) one and one half (1.5%) percent and (ii) the highest legal contract rate of interest.

6. Disclaimer of Warranties You have selected each Unit based upon your own judgment. You understand that we are not the manufacturer or a dealer or the Supplier of any of the Units. **We make no representations, warranties or conditions whatsoever, express or implied, with respect to this Lease or to any Unit. Without limiting the generality of the foregoing, each Unit is leased "as is, where is". We make no representations, warranties or conditions as to the quality of materials or workmanship or that the materials or workmanship comply with the terms of any purchase order or agreement. We expressly disclaim, and you waive all other representations, warranties, conditions and claims, express or implied, arising by law or otherwise, with respect to any Unit or this Lease, including, without limitation, any representation, warranty or condition relating to: (a) the merchantability of any Unit; (b) any Unit's fitness for a particular purpose; (c) the course of performance, course of dealing or usage of trade; (d) any obligation, liability, right, claim or remedy in tort; (e) any obligation, liability, right, claim, or remedy for loss of or damage to any Unit, for loss of use, revenue, or profit with respect to any Unit, for any liability to any third party, or for any other indirect, incidental, or consequential damages, including strict or absolute liability in tort; and (f) any Unit's freedom from any lien, claim, security interest, hypothec or other encumbrance and its compliance with applicable laws, including patent laws. Nothing in this Lease takes away any rights you may have against any other parties (such as the Supplier or the manufacturer of any Unit regarding the operation of any Unit). You agree to pursue only these third parties for any and all such claims. You are entitled to all the promises and warranties made by the Supplier to us with respect to the Units, and you may contact the Supplier in order to receive a description of those promises and warranties.**

7. Possession, Use and Maintenance (a) At your own expense, you will use and keep the Units in good operating order and condition and at least in accordance with Supplier's and manufacturer's recommendations and all maintenance and operating manuals and service agreements, and in accordance with all applicable laws, including any rules or limits on idling, fleet average or site based exhaust emissions, operational limitations, or any other use related regulations, for which you have sole responsibility for compliance. (b) You will not abandon any Unit. (c) You will not sublease any Unit or permit the use of any Unit by anyone other than you. (d) You will not change the use of any Unit from that set out in an applicable Application Survey, without our prior written consent. (e) You will not change the Location of any Unit from that set out above, without our prior written consent. (f) You will not sell, assign, transfer, create or allow to exist a lien, claim, security interest, hypothec or encumbrance on any of your rights under this Lease or with respect to any Unit. Each Unit is and will

remain personal property regardless of its use or manner of attachment to realty. We have the right to inspect any Unit and its maintenance records. We also have the right to observe the use of each Unit and determine its hours of usage. You will not alter any Unit or affix any accessory or equipment to any Unit if doing so will impair its originally intended function or use or reduce its value. If added to any Unit, the following will immediately become our property: (i) replacement parts; (ii) parts essential to the operation of the Unit; and (iii) parts that cannot be detached from the Unit without interfering with the operation of the Unit or adversely affecting the value or utility the Unit would have had without the addition. All such parts will be deemed incorporated in the Unit and will be subject to the terms of this Lease as if originally leased under this Lease. All parts, accessories and equipment affixed to a Unit will become our property. All of your right, title and interest in such parts, accessories and equipment shall transfer automatically to us immediately upon such affixation without the need for any documents of transfer.

8. Taxes You will pay when due, or promptly reimburse us for payment of, all taxes imposed on any Unit or Lease Payments. You will also pay or reimburse us for all (i) license and registration fees, (ii) charges that are imposed in connection with the ownership, possession, use, purchase (including by you pursuant to this Lease) or lease of any Unit from the time we purchase the Unit until it is returned to us or purchased by you and (iii) fines, penalties, interest or additions to any tax, fee or charge. You will remain responsible for the payment, or reimbursement of, any such taxes, fees and charges, regardless of when we receive notice of them. You will prepare and file, in a manner satisfactory to us, all reports or returns required with respect to a Unit. You will reimburse us in full for any amounts that we pay or advance without regard to early payment discounts. We may estimate the amount of, and bill you periodically in advance for, any charge. You will be responsible, however, for any difference between the estimated amount and the actual amount. If any Lease Payment under this Lease is deemed to include goods and services tax or harmonized sales tax or any similar value-added or multi-staged tax, the amount of such payment shall be increased accordingly. You will not deduct or withhold any taxes from a Lease Payment unless required by applicable law. If taxes are required to be deducted or withheld, the amount of the Lease Payment will be increased so that after the tax deduction or withholding (including any tax deduction or withholding required from the increased amount) we receive the amount that we would have received in the absence of any tax deduction or withholding, and you will also provide us with evidence of remittance of the taxes to the relevant tax authority. We may change the Monthly Lease Payment to reflect any increase or decrease in any taxes from time to time. You acknowledge that you have satisfied yourself as to the tax and accounting treatment of the Lease Documents for your purposes and have not relied on us as to those matters.

9. Loss or Damage (a) You bear the risk of loss or damage to a Unit from the time we purchase the Unit (or from the beginning of the Lease Term, if earlier) until the Unit is returned to us or purchased by you in accordance with this Lease. Should any loss or damage occur, you will not be released from your obligations under this Lease or any other Lease Document. A "Casualty Occurrence" will occur if any Unit is worn out, lost, stolen, destroyed, taken by government action or, in our opinion, irreparably damaged. (b) You will provide prompt written notice to us of any Casualty Occurrence or any other material damage to a Unit. You will also promptly submit to us: (i) all damage or loss reports provided to a governmental authority, an insurer or the Supplier; and (ii) all documents regarding the repair of such damage, including copies of work orders and all invoices for related charges. (c) Without limiting any other term in this Lease, you will promptly repair all damage that does not constitute a Casualty Occurrence, so as to restore the Unit to the condition required by this Lease. (d) In the event of a Casualty Occurrence, you will pay to us, on the first Monthly Lease Payment due date following the Casualty Occurrence (or 30 days after the Casualty Occurrence if there is no Monthly Lease Payment due date remaining) an amount (the "Liquidated Damages") equal to the sum of: (i) the present value of all future Lease Payments payable under this Lease for such Unit to the end of the Lease Term for such Unit; (ii) the present value of the Purchase Option Price payable under this Lease for such Unit, as stated on the front of this Lease, plus applicable taxes, assuming that you had elected to purchase such Unit; and (iii) all other amounts then due under this Lease with respect to the Unit suffering the Casualty Occurrence (including any late charges and fees). Present values will be determined by us by discounting such amounts at the implicit interest rate which we have applied, in our sole discretion, to this

and our determination of such present values shall be conclusive, absent manifest error. Upon our receipt of the Liquidated Damages for the applicable Unit, the Lease Term with respect to such Unit shall terminate.

10. Release and Indemnity (a) You release and agree to indemnify, defend, and keep harmless, us, our successors and assigns, and our and their directors, officers, agents and employees (each, an "Indemnitee"), from and against any and all claims, actions, damages, losses, penalties, fines, liabilities, charges, costs and expenses of whatever kind or nature, which arise in any way from or are related in any way to any Lease Document or any Unit including the use and contents of such Unit and any defects in respect of such Unit ("Claims") (other than those directly resulting from the actual gross negligence or willful misconduct of the Indemnitee). To meet this obligation, you will pay, on a net after-tax basis, or otherwise discharge such Claims for which we are or may be responsible when and as they become due. (b) You are entitled to control the defense of or to settle a Claim, so long as: (i) no Event of Default has occurred and is then continuing; (ii) you are financially capable of satisfying your obligations under this Section; and (iii) we approve your proposed defense counsel. If any Claim is made against you or an Indemnitee, the party receiving notice of the Claim will promptly notify the other. If the party receiving notice of the Claim fails to notify the other, however, your obligations are still in effect. You agree to be responsible for all costs and expenses, including reasonable legal fees and disbursements on a solicitor-client basis, incurred by any Indemnitee in defending or investigating any Claim or in enforcing this Section. Under no circumstances are we liable for any loss of actual or anticipated business or profits or any special, indirect, or consequential damages.

11. Insurance You, at your expense, must keep each Unit insured with a commercial insurance policy for our benefit. This insurance must include physical damage insurance that will protect each Unit against all risks for at least the aggregate amount you would be required to pay in the event of a Casualty Occurrence. You will also maintain commercial general liability insurance (including product and broad form contractual liability) covering each Unit for at least \$1,000,000 combined coverage for bodily injury and property damage per occurrence. All insurance shall be primary, without the right of contribution from any insurance carried by us. All insurance must be in a form and with companies approved by us. The physical damage insurance shall specify you as named insured and us as loss payee, and the general liability policy shall specify you as named insured and us as additional insured. All insurance must have a deductible amount acceptable to us. You must promptly notify us of any occurrence that may become the basis of a claim. You will also provide us with all requested information. Upon demand, you must promptly deliver to us evidence of such insurance coverage.

12. Events of Default Each of the following is an event of default (each, an "Event of Default"): (a) you fail to make a payment when due; (b) a representation or warranty made to us in connection with any Lease Document is incorrect or misleading; (c) you fail to observe or perform any other covenant or agreement, and the failure continues for 10 days after written notice to you; (d) a default occurs under any other agreement between you or a guarantor of this Lease (each, a "Guarantor") and us or an affiliate of ours; (e) you, or a Guarantor, cease to do business, die, become insolvent, make an assignment for the benefit of creditors or file a petition or action under a bankruptcy, reorganization, insolvency or moratorium law, or a law for the relief of, or relating to, debtors; (f) any filing of an involuntary petition under a bankruptcy statute against you or a Guarantor, or appointment of a receiver, trustee, custodian or similar official to take possession of your properties or those of a Guarantor, unless the petition or appointment ceases to be in effect within 30 days after filing or appointment; (g) there is a material adverse change in your or a Guarantor's financial condition, business operations or prospects; (h) there is a termination, breach, or repudiation of a Guarantor's guarantee; and (i) any Unit becomes uninsured or subject to any sale, sublease, lien, claim, mortgage, security interest, hypothec or encumbrance (other than in our favour).

13. Remedies If an Event of Default occurs, we will have the rights and remedies provided by this Lease and as provided to a secured party under the *Personal Property Security Act* (Ontario) and any other applicable law. Among these rights and remedies are to: (a) bring a court action to recover damages; (b) declare this Lease in default, and cancel this Lease or otherwise terminate your right to use any Unit and your other rights, but not your obligations and, by written notice to you, require you to pay us on the date set out in the notice, as a genuine pre-estimate of liquidated damages and not as penalty (and in addition to all other amounts owing under any of the Lease Documents including any amounts owing under this Section, an amount equal to the Liquidated Damages for all of the Units at such time; (c) recover any additional damages and expenses suffered by us due to the Event of Default; (d) enforce our security interests; (e) require you to assemble and return each Unit pursuant to Section 14; (f) enter premises where a Unit may be located and take immediate possession of, disable or remove such Unit (and any unattached parts) without notice, liability or legal process (and upon such repossession or disabling pursuant to this Section 13(f) or any return of such Unit under Section 13(e), your right to possess and use such Unit will terminate, but this Lease will remain in effect unless we expressly notify you of the cancellation of this Lease under Section 13(b)); (g) in the name of and as your irrevocably appointed agent and attorney and without terminating or being deemed to have terminated this Lease, sublease all or any of the Units to anyone else on such terms and conditions, for such rental and for such period of time as we see fit and receive such rental and hold the same and apply the same against any amounts payable by you under any of the Lease Documents; (h) store (including at your premises without liability) or sell, lease or otherwise dispose of the Units or any of them, at public or private sale, lease or other disposition, for cash or credit, and on such terms as we may determine; and (i) if we financed your obligations under a warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, cancel the agreement on your behalf and upon such cancellation, we may also receive the refund of any fees that we financed but had not received from you as of the date of the Event of Default. You agree to pay all charges, costs, expenses and reasonable legal fees and disbursements (on a solicitor-client basis) incurred by us in enforcing this Lease. The proceeds of any sale, lease or disposition of a Unit will be applied, first, to reimburse us for all expenses of collection and enforcement of this Lease, including our legal fees and expenses and second, to obligations owed to us under this Lease as we may determine. Any remaining proceeds will then be applied to any other indebtedness or obligations owed by you to us or any of our affiliates. You will promptly pay any deficiency to us. Except as prohibited by applicable law, we are entitled to retain any remaining proceeds after the exercise of our remedies. To the extent you are entitled to a refund from us, you agree we will have the right to offset any obligation that you have with us or our affiliates with such refund. The remedies provided to us are cumulative and in addition to all other remedies at law or in equity. If you fail to perform any of your obligations under this Lease, we may (but need not) perform the obligations, without waiving or curing any breach of this Lease. If we perform such obligations for you, you must then pay, on demand, the resulting expenses incurred by us.

14. Return of Unit On expiration of the Lease Term or if you do not elect to purchase the Unit(s) pursuant to this Lease, or if we demand possession of a Unit pursuant to the terms of this Lease, you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 7 and any applicable Application Survey. You will deliver the Unit, at our option, (a) to the nearest Caterpillar dealer selling equipment of the same type as the Unit or (b) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If a Unit is not in the condition required by Section 7 and any applicable Application Survey or if a Unit is not in the same operating order, repair, condition and appearance as it was on the date of the applicable Delivery Supplement (excepting ordinary wear and tear from proper use), you must pay us, on demand, all costs and expenses incurred by us to bring such Unit into the required condition as we determine, acting reasonably, and you shall pay us a daily rental charge equal to 1/30th of the Monthly Lease Payment, plus any other costs and expenses each day until the Unit is brought into the required condition.

15. Purchase Option If no Event of Default has occurred and is continuing, you may, by notice delivered to us at least sixty (60) days prior to the end of the Lease Term elect to purchase on the end of the Lease Term any or all of the Units at a purchase price equal to the Purchase Option Price for such Unit, as stated on the first page of this Lease, plus any applicable taxes thereon. The purchase price will be due at the end of the Lease Term. Upon payment of such purchase price and all other amounts due under this Lease, plus any other costs and expenses due in connection with the transfer of such Unit or the delivery of the bill of sale, we will deliver to you, upon request, a bill of sale. The bill of sale will be delivered to you without any representations, warranties or conditions except that such Unit is free of all encumbrances of any person claiming through us. You will purchase such Unit from us on an **"AS IS, WHERE IS, WITH ALL FAULTS BASIS"**. If you do not elect to purchase a Unit, at the end of the Lease Term you will return such Unit to us as provided in Section 14 and all of your rights and interest in such Unit will automatically terminate. If you fail to purchase or return a Unit at the end of the Lease Term, in addition to our other rights and remedies upon an Event of Default, you agree to pay to us for each such Unit a daily rental charge equal to 1/30th of the Monthly Lease Payment for such Unit each day until the day the Unit is purchased or returned to us.

16. Ownership; Security Interest Subject to your right to use and possess the Units as set out in this Lease, and subject to your purchase option in Section 15, title to the Units (excluding any Additional Collateral) remains with us. As additional security for your obligations to us under this Lease and to secure all other obligations of every kind and nature that you may owe to us or any of our affiliates now or in the future, you grant to us a continuing first priority security interest in each Unit, all substitutions, replacements and additions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document which we deem desirable to protect our security interests in each Unit and our rights and benefits under this Lease. You hereby irrevocably appoint us as your attorney-in-fact for the signing and filing of such documents. You also authorize us to delegate these limited powers.

17. Representations, Warranties and Covenants You represent, warrant and covenant to us that: (a) you will provide all financial information and reporting (including, but not limited to your financial statements) as we may reasonably require; (b) all credit, financial and other information submitted by you or on your behalf to us in connection with this Lease is and shall be true, correct and complete; (c) you will not change your name, principal place of business or primary residence and, if you are a business entity, your jurisdiction of formation or form of business organization or change the jurisdiction in which your chief executive office or registered office is located, without prior written notice to us, or enter into any merger, amalgamation, consolidation or restructuring without our prior written consent; and (d) this Lease constitutes your valid obligation, legally binding on you and enforceable according to its terms.

18. Unit Monitoring Systems In the event any Unit is equipped with a Unit monitoring system such as Cat® Product Link, you agree not to remove, disable or impair the Unit monitoring system. You agree to permit Caterpillar Inc. and all of its subsidiaries or affiliates, including us (collectively "Caterpillar"), and Caterpillar dealers to access data concerning such Unit, its condition and its operation transmitted from the monitoring system. The information may be used (i) to administer, implement and enforce the terms of this Lease, (ii) recover the Unit if necessary, or (iii) to improve Caterpillar's products and services. You agree that information transmitted may include the serial number, VIN, Unit location, and operational and other data, including but not limited to fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments.

19. Assignment; Counterparts We may assign, sell, concurrently lease or otherwise dispose of, or encumber (each, an "Assignment"), all or any part of the Lease Documents, the Lease Payments, and the Units, to anyone else (each, an "Assignee"), without notice to you or your consent. **The rights of any assignee will not be subject to any defense, counterclaim or set off which you may have against us.** If requested by us, you will assist us in any Assignment. If requested by

us, you will also sign a notice of assignment in a form approved by us. If notified by us, you will make all payments due under this Lease to the party designated in the notice without offset or deduction. This Lease is for the benefit of, and is binding upon, you and your permitted successors, assigns, heirs and executors and us and our successors and assigns (including any Assignee). You must not assign this Lease or any right or obligation under it without our prior written consent. Although multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged and certified by us on the signature page as the original will constitute original chattel paper. A photocopy or facsimile of this Lease will be legally admissible. A signed copy of this Lease or any related document sent electronically will be treated as an original document and will be admissible as evidence thereof, and all signatures thereon will be binding as if manual signatures were personally delivered.

20. Personal Information Consent We may collect and use personal information provided by you in connection with this Lease and any related application for the purposes of verifying and evaluating the application, your identity (including for regulatory compliance purposes), creditworthiness (including by obtaining and using credit reports), and the information provided to us in connection with the application or this Lease. We may collect credit, financial and related personal information for these purposes from you or your application, our affiliates, credit bureaus and credit reporting agencies, from references that you may have provided in the application and other parties with whom you have had a financial or credit relationship. You consent to the disclosure of such information by these parties to us. Social Insurance Numbers or other personal identifiers, if provided, may be used to verify your identity, including matching credit records. Identity verification may also include checking your identity against watch lists established by regulatory agencies and similar bodies in Canada and foreign countries. We may, from time to time, use the information referred to above and other personal information collected or compiled by us in connection with this Lease (collectively, the "Information") and share the Information among and with us, Caterpillar and authorized Caterpillar dealers for the purposes of opening, administering, servicing and enforcing this Lease, collecting amounts owing to us, verifying and evaluating your current and ongoing creditworthiness and financial status, and responding to inquiries and otherwise communicating with you regarding the account. For the purpose of maintaining your credit history and providing credit references, we may from time to time disclose credit-related information to credit bureaus, credit reporting agencies and to your current or future creditors. We may use and exchange your banking information with financial institutions for payment processing purposes. We may otherwise use the Information and disclose the Information to third parties: (i) to register security interests; (ii) to enforce security, this Lease and otherwise collect amounts owing to us; (iii) for the purposes of detecting and preventing fraud; (iv) in connection with audits; (v) for the purposes of meeting legal, regulatory, risk management and security requirements; and (vi) as permitted or required by law (including as required by foreign laws applicable to us and our agents or service providers). We may use and disclose the Information to our assigns, prospective assigns and other third parties that are connected with the proposed or actual financing, securitization, insuring, sale, assignment or other disposal of all or part of our business or assets (including this Lease and amounts owing to us) for the purposes of permitting a prospective assign to evaluate your creditworthiness and otherwise determine whether to proceed or continue with the transaction, fulfilling any reporting or audit requirements to such parties, or completing the transaction. Our successors and assigns may collect, use, and disclose the Information for substantially the same purposes as described in this Lease. We may use agents and service providers (including Caterpillar acting in that capacity) to collect, use, store or process the Information on our behalf for the purposes described in this Lease. Some of these agents or service providers may be located outside of Canada, including the United States, where local laws may permit governmental, law enforcement, or regulatory authorities or courts to have access to the Information. We may, from time to time, use the Information and share the Information among and with Caterpillar to promote and market additional products or services of Caterpillar to you. You may refuse consent for this purpose by contacting us at 1-800-651-0567.

To request access to, or correction of the Information, or if you have any questions about how we handle the Information, please contact us at the address designated above or as otherwise designated by us. The

consents provided above shall be valid for so long as required to fulfill the purposes described in this Lease.

- 21. Effect of Waiver; Entire Agreement; Notices; Applicable Law** Our delay or omission in exercising any right or remedy will not impair such right or remedy. A delay or omission by us will not be construed as a waiver of any Event of Default. Any waiver or consent by us must be in writing. This Lease and all Lease Documents completely state our and your rights and supersede all prior agreements with respect to a Unit. All notices must be in writing, addressed to the other party at the address stated on the front of this Lease or at such other address as may be furnished in writing. This Lease is governed by and construed under the laws of the Province of Ontario and the federal laws of Canada applicable in such Province. You consent to the jurisdiction of any appropriate court located within that Province. If you are a corporation, you agree that *The Limitation of Civil Rights Act* (Saskatchewan), as it may be changed from time to time, will not apply to this Lease or to our rights, powers or remedies and you waive and release all benefits under those laws and any similar laws of any jurisdiction to the fullest extent permitted by law. Where permitted by law, you waive your rights to receive a copy of any financing statement, financing change statement, verification statement or other similar

instrument filed or issued at any time in respect of this Lease or any amendment of this Lease. **The parties waive the right to trial by jury in any action arising out of or related to this Lease, the obligations or the Units.**

- 22. No Agency; Modification of Lease** No person or entity, including, without limitation, the Supplier, dealer or manufacturer of any Unit, is authorized to act as our agent regarding this Lease. No waiver, modification, or change in this Lease will bind us unless provided by us in writing. Oral agreements are not binding. You agree that we may correct patent errors in this Lease and the Lease Documents and fill in blanks, including correcting or filling in serial numbers, VIN numbers, and dates. Headings in this Lease are inserted for convenience only. Headings do not affect the meaning or interpretation of this Lease. If a provision of this Lease is invalid under any law, it shall be deemed omitted. Any such omission will not invalidate the remaining provisions. To the extent any payment due us under this Lease is deemed to be usurious, the payment obligation shall be amended and replaced with the maximum lawful amount. All your obligations under this Lease survive the expiration or termination of this Lease if necessary to give full effect to the terms of this Lease. Time is of the essence under this Lease.

You represent and warrant to us that you have entered into this Lease for business purposes only and not for personal, family or household purposes and that you are not a "consumer" under any applicable consumer protection legislation or cost of credit disclosure legislation. You acknowledge that we are relying on the truth of the previous sentence in deciding on whether to enter into this Lease.

By signing this Lease, you certify that you have read this Lease and all the other Lease Documents, including any applicable Application Survey.

SIGNATURES

LESSOR	CATERPILLAR FINANCIAL SERVICES LIMITED	LESSEE	THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Signature	_____	Signature	_____
Name (print)	_____	Name (print)	_____
Title	_____	Title	_____
Date	_____	Date	_____

Construction Equipment Application Survey
Transaction Number 2930299



This Construction Equipment Application Survey ("Application Survey") forms part of the Lease Agreement for the Transaction Number set out above (the "Lease") between the Lessee named below ("you" or "your") and Caterpillar Financial Services Limited ("we", "us", or "our"). If there is any conflict or inconsistency between the terms of this Application Survey and the Lease in respect of the Unit described below, then the terms of this Application Survey will govern.

PARTIES

LESSOR:
CATERPILLAR FINANCIAL SERVICES LIMITED
3457 Superior Court, Unit 2
Oakville, ON L6L 0C4

LESSEE:
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
128 SACKVILLE ROAD
SAULT STE MARIE, ON P6B 4T6

DESCRIPTION OF UNIT

Year/Make: 2016 CATERPILLAR Model: 140MAWD MOTOR GRADER Quantity: 1 Serial Number: CAT0140MCD9G01634
VIN #:

Monthly Usage: 92.67 Current Hours: 0 Dealer: TOROMONT CAT, A DIVISION OF TOROMONT INDUSTRIES LTD.

Location: 128 SACKVILLE ROAD, SAULT STE. MARIE, ON P6B 4T6
(Combines: Use Separator Hours)

******* IMPORTANT INFORMATION *******

RESIDUAL EXCEPTION REQUESTS must be submitted to us for the following applications: (i) landfill, transfer and recycling stations; (ii) demolition, scrap yards and steel mills; (iii) salt, chemical, and corrosive environments such as feed lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; (iv) dusty or poor underfoot conditions; (v) all mining applications; (vi) any applications requiring unusual attachments, equipment modifications or that involve non-traditional use of the equipment; and (vi) any transaction with five or more of one model.

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS

Tires
Cab
Air Conditioning

BLADES/BUCKETS/RIPPERS

Snow Arrangement
Grade Control
Straight Blade

MARKET CATEGORIES

Standard Environment - Agricultural-Crop, Ag Non-Manure, Road Building, Utilities, Dams & Bridges, Airport, Site Prep Landfill, Landscaping, Pipeline, Commercial Residential, Site Development

If "Severe" or "Other" description of actual application is required:

5246995 10/21/2016



MANDATORY CONDITION OF UNIT UPON RETURN

1. MAINTENANCE AND GENERAL REQUIREMENTS:

- (a) You will give us sixty (60) days notice prior to the expiry of the Lease Term of your intention to return the Unit to us.
- (b) The Unit must be returned in the same configuration, with all attachments, as when delivered on the Commencement Date. You are responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of the Unit to a site designated by us.
- (c) Upon return, the Unit shall be thoroughly cleaned, steam cleaned if available, and free from all oil, hydraulic and fuel leaks.
- (d) You will operate and maintain the Unit in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and ensure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. The Unit must be in good operating condition and be able to perform all tasks under rated load.
- (e) Throughout the Lease Term, you will enroll the Unit in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire Lease Term, and ensure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
- (f) You must not use, operate, maintain or store the Unit improperly, carelessly, unsafely, or for a purpose other than in the normal and ordinary course of your business. You must operate the Unit only in the applications for which it was designed and manufactured.
- (g) You will maintain a working engine hour meter at all times, and will keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.
- (h) You will ensure that all service contracts are fully implemented and all maintenance and repairs are made on schedule.
- (i) You will complete all Product Improvement Programs (PIPs) before returning the Unit. **YOU MUST ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.**
- (j) Upon our request, you will provide a secured place to store the off-lease Unit and will provide access to the Unit for purposes of maintenance or demonstration to prospective buyers.

2. SPECIFIC TINWARE AND SAFETY REQUIREMENTS:

When returning the Unit to us, you will ensure that:

- (a) The operator's compartment is clean, and all switches, monitoring

WE RETAIN THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING AND UPON THE END OF THE LEASE TERM OR UPON LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT YOUR EXPENSE AT ANY TIME IF THERE IS EVIDENCE THAT THE UNIT IS BEING ABUSED, NEGLECTED OR MISAPPLIED.

REMEDIES FOR RETURN CONDITIONS:

You will be invoiced for the parts and labour based on your local Caterpillar dealer's retail prices and retail labour rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in Section 3, above. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice:

Life Remaining
50% or greater
31% to 49%
0% to 30%

Charge to Lessee
No charge to Lessee
50% charge to Lessee
70% charge to Lessee

MAXIMUM USAGE:

The Unit listed and equipped as stated above will be operated for an estimated total of **92.67 hours per month** over a term of **54 months** for total usage during the Lease Term of **5004.00 hours**. Combine hours will be measured in **separator hours**. This total usage combined with any accumulated hours prior to the Commencement Date of the Lease, as stated above under current hours, will be the **total allowable machine hours** for the life of the lease and the basis for any overuse charges.

$$\text{Total Lease Hours } 5004.00 + \text{Current Hours } 0 = \text{Total Allowable Machine Hours } 5004.00$$

systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.

- (b) All window glass is clear, and free from cracks and major pits, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good order and are free from dents and cracks.
- (c) All standard safety items are complete and in good working order, including but not limited to, roll over protection (ROPS) and falling object protection (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- (d) All electrical components, including but not limited to, wiring harnesses, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order.
- (e) All repairs made to main structures, including but not limited to, main frames, roller frames, hitch, PTO, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers, and arches are accomplished in accordance with factory recommended materials and repair procedures.

3. REMAINING LIFE REQUIREMENTS:

Upon return to us, the Unit must meet the following requirements:

- (a) All ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet, tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have at least fifty percent (50%) minimum remaining life.
- (b) If the Unit is a track and rubber belted Unit, it has at least fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers. Belts do not have any cuts that extend into the cords and are not missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting this requirement.
- (c) If the Unit is a rubber tire Unit, it has at least fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires are a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls.

OVERUSE CALCULATION:

In addition to our other rights under the Lease and this Application Survey, and not in lieu thereof, you shall pay us additional rent for each hour in excess of the Total Allowable Machine Hours established for the Lease as stated above. This hourly rate shall be **\$37.10** per hour. Overuse charges will be calculated at the end of the Lease Term and be due upon receipt of invoice. **Please Note: To avoid overuse charges, notify us immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. We may, at our discretion, amend this Application Survey to reflect the increase in total usage.**

SIGNATURES

This Application Survey is considered to be an integral part of the Lease. The information obtained from this Application Survey is of primary importance in the Payment Schedule. Any change in the location, severity of application, annual hourly usage and/or attachments or configuration must be approved by us in writing.

CATERPILLAR FINANCIAL SERVICES LIMITED

Signature _____

Name (Print) _____

Title _____

Date _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Signature _____

Name (Print) _____

Title _____

Date _____

Payment Schedule
Transaction Number 2930299



This Payment Schedule forms part of the Lease Agreement for the Transaction Number set out above between the Lessor and the Lessee named below.

1. PARTIES

LESSOR: Caterpillar Financial Services Limited

3457 Superior Court, Unit 2
Oakville, ON L6L 0C4

LESSEE: THE CORPORATION OF THE CITY OF SAULT STE. MARIE

128 SACKVILLE ROAD
SAULT STE MARIE, ON P6B 4T6

2. PAYMENT SCHEDULE

<u>Number of Payments</u>	<u>from (date)</u>	<u>to (date)</u>	<u>Base Lease Payment</u> <u>(CAD)</u>	<u>GST/HST</u>	<u>PST/QST</u>	<u>Total Lease Payment</u> <u>(CAD)</u>
6	October 21, 2016	March 21, 2017	6,188.89	804.56	0.00	6,993.45
6	April 21, 2017	September 21, 2017	0.00	0.00	0.00	0.00
6	October 21, 2017	March 21, 2018	6,188.89	804.56	0.00	6,993.45
6	April 21, 2018	September 21, 2018	0.00	0.00	0.00	0.00
6	October 21, 2018	March 21, 2019	6,188.89	804.56	0.00	6,993.45
6	April 21, 2019	September 21, 2019	0.00	0.00	0.00	0.00
6	October 21, 2019	March 21, 2020	6,188.89	804.56	0.00	6,993.45
6	April 21, 2020	September 21, 2020	0.00	0.00	0.00	0.00
6	October 21, 2020	March 21, 2021	6,188.89	804.56	0.00	6,993.45

SIGNATURES

LESSOR:

Caterpillar Financial Services Limited

Signature _____

Name (print) _____

Title _____

Date _____

LESSEE:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Signature _____

Name (print) _____

Title _____

Date _____



Amortization Schedule

Quote number 524-6995
Interest rate 2.98%
Customer THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Model 140MAWD Motor Grader
Serial Number CAT0140MCD9G01634

Date	Number of Payments Made	Starting Balance	Loan	Payment	Residual	Interest 2.97784%	Principal	Ending Balance
Oct-21-16	1	0.00	360,425.00	6,188.89	0.00	0.00	6,188.89	354,236.11
Nov-21-16	2	354,236.11	0.00	6,188.89	0.00	879.05	5,309.84	348,926.27
Dec-21-16	3	348,926.27	0.00	6,188.89	0.00	865.87	5,323.02	343,603.25
			360,425.00	18,566.67	0.00	1,744.92	16,821.75	
Jan-21-17	4	343,603.25	0.00	6,188.89	0.00	852.67	5,336.22	338,267.03
Feb-21-17	5	338,267.03	0.00	6,188.89	0.00	839.42	5,349.47	332,917.56
Mar-21-17	6	332,917.56	0.00	6,188.89	0.00	826.15	5,362.74	327,554.82
Apr-21-17	7	327,554.82	0.00	0.00	0.00	812.84	-812.84	328,367.66
May-21-17	8	328,367.66	0.00	0.00	0.00	814.85	-814.85	329,182.51
Jun-21-17	9	329,182.51	0.00	0.00	0.00	816.88	-816.88	329,999.39
Jul-21-17	10	329,999.39	0.00	0.00	0.00	818.91	-818.91	330,818.30
Aug-21-17	11	330,818.30	0.00	0.00	0.00	820.93	-820.93	331,639.23
Sep-21-17	12	331,639.23	0.00	0.00	0.00	822.98	-822.98	332,462.21
Oct-21-17	13	332,462.21	0.00	6,188.89	0.00	825.02	5,363.87	327,098.34
Nov-21-17	14	327,098.34	0.00	6,188.89	0.00	811.70	5,377.19	321,721.15
Dec-21-17	15	321,721.15	0.00	6,188.89	0.00	798.37	5,390.52	316,330.63
			0.00	37,133.34	0.00	9,860.72	27,272.62	
Jan-21-18	16	316,330.63	0.00	6,188.89	0.00	784.98	5,403.91	310,926.72
Feb-21-18	17	310,926.72	0.00	6,188.89	0.00	771.58	5,417.31	305,509.41
Mar-21-18	18	305,509.41	0.00	6,188.89	0.00	758.13	5,430.76	300,078.65
Apr-21-18	19	300,078.65	0.00	0.00	0.00	744.66	-744.66	300,823.31
May-21-18	20	300,823.31	0.00	0.00	0.00	746.50	-746.50	301,569.81
Jun-21-18	21	301,569.81	0.00	0.00	0.00	748.36	-748.36	302,318.17
Jul-21-18	22	302,318.17	0.00	0.00	0.00	750.21	-750.21	303,068.38
Aug-21-18	23	303,068.38	0.00	0.00	0.00	752.08	-752.08	303,820.46
Sep-21-18	24	303,820.46	0.00	0.00	0.00	753.94	-753.94	304,574.40
Oct-21-18	25	304,574.40	0.00	6,188.89	0.00	755.81	5,433.08	299,141.32
Nov-21-18	26	299,141.32	0.00	6,188.89	0.00	742.33	5,446.56	293,694.76
Dec-21-18	27	293,694.76	0.00	6,188.89	0.00	728.82	5,460.07	288,234.69
			0.00	37,133.34	0.00	9,037.40	28,095.94	
Jan-21-19	28	288,234.69	0.00	6,188.89	0.00	715.26	5,473.63	282,761.06
Feb-21-19	29	282,761.06	0.00	6,188.89	0.00	701.68	5,487.21	277,273.85
Mar-21-19	30	277,273.85	0.00	6,188.89	0.00	688.07	5,500.82	271,773.03
Apr-21-19	31	271,773.03	0.00	0.00	0.00	674.41	-674.41	272,447.44
May-21-19	32	272,447.44	0.00	0.00	0.00	676.09	-676.09	273,123.53
Jun-21-19	33	273,123.53	0.00	0.00	0.00	677.77	-677.77	273,801.30
Jul-21-19	34	273,801.30	0.00	0.00	0.00	679.44	-679.44	274,480.74
Aug-21-19	35	274,480.74	0.00	0.00	0.00	681.14	-681.14	275,161.88
Sep-21-19	36	275,161.88	0.00	0.00	0.00	682.82	-682.82	275,844.70
Oct-21-19	37	275,844.70	0.00	6,188.89	0.00	684.52	5,504.37	270,340.33
Nov-21-19	38	270,340.33	0.00	6,188.89	0.00	670.86	5,518.03	264,822.30
Dec-21-19	39	264,822.30	0.00	6,188.89	0.00	657.17	5,531.72	259,290.58
			0.00	37,133.34	0.00	8,189.23	28,944.11	
Jan-21-20	40	259,290.58	0.00	6,188.89	0.00	643.44	5,545.45	253,745.13
Feb-21-20	41	253,745.13	0.00	6,188.89	0.00	629.67	5,559.22	248,185.91
Mar-21-20	42	248,185.91	0.00	6,188.89	0.00	615.89	5,573.00	242,612.91
Apr-21-20	43	242,612.91	0.00	0.00	0.00	602.05	-602.05	243,214.96
May-21-20	44	243,214.96	0.00	0.00	0.00	603.55	-603.55	243,818.51
Jun-21-20	45	243,818.51	0.00	0.00	0.00	605.04	-605.04	244,423.55
Jul-21-20	46	244,423.55	0.00	0.00	0.00	606.55	-606.55	245,030.10
Aug-21-20	47	245,030.10	0.00	0.00	0.00	608.05	-608.05	245,638.15
Sep-21-20	48	245,638.15	0.00	0.00	0.00	609.56	-609.56	246,247.71
Oct-21-20	49	246,247.71	0.00	6,188.89	0.00	611.07	5,577.82	240,669.89
Nov-21-20	50	240,669.89	0.00	6,188.89	0.00	597.23	5,591.66	235,078.23
Dec-21-20	51	235,078.23	0.00	6,188.89	0.00	583.36	5,605.53	229,472.70
			0.00	37,133.34	0.00	7,315.46	29,817.88	
Jan-21-21	52	229,472.70	0.00	6,188.89	0.00	569.44	5,619.45	223,853.25
Feb-21-21	53	223,853.25	0.00	6,188.89	0.00	555.50	5,633.39	218,219.86

Amortization Schedule

Quote number 524-6995
Interest rate 2.98%
Customer THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Model 140MAWD Motor Grader
Serial Number CAT0140MCD9G01634

Date	Number of Payments Made	Starting Balance	Loan	Payment	Residual	Interest 2.97784%	Principal	Ending Balance
Mar-21-21	54	218,219.86	0.00	6,188.89	0.00	541.52	5,647.37	212,572.49
Apr-21-21	55	212,572.49	0.00	0.00	213,100.00	527.51	212,572.49	0.00
			0.00	18,566.67	213,100.00	2,193.97	229,472.70	
total		360,425.00	185,666.70	213,100.00	38,341.70	360,425.00		

Ending balance not equal to early buy out amount

Lease Agreement
Transaction Number 2930300



This Lease Agreement (together with each addendum, schedule, Application Survey and rider attached to, or made a part of, this lease and any amendments made from time to time being collectively referred to as "this Lease") is entered into by Caterpillar Financial Services Limited ("we", "us" or "our") and the Lessee named below ("you" or "your").

1. PARTIES

LESSOR:

CATERPILLAR FINANCIAL SERVICES LIMITED
3457 Superior Court, Unit 2
Oakville, ON L6L 0C4

HST Registration #: R100843952
QST Registration #: 1002912330

LESSEE:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
128 SACKVILLE ROAD
SAULT STE MARIE, ON P6B 4T6

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS (Whether the Unit is new or used, the model number, the year, the manufacturer, and the model name)	SERIAL/VIN (Unique ID number for this Unit)	MONTHLY LEASE PAYMENT* (The total amount due each month if your payments are made on their due date or see attached Payment Schedule)	PURCHASE OPTION PRICE (see Section 15)	MAX TOTAL HOURS/USAGE (Maximum total usage of Unit - see Application Survey. If one is used for this transaction)	DELIVERY/ RENTAL CONVERSION DATE (Enter date Unit was delivered to you or the date Unit was converted from a rental if you were previously renting)
	CAT0140MJD9G01833	Irreg. Payments	\$213,100.00	5004.00	
(1) NEW 2016 CATERPILLAR 140MAWD MOTOR GRADER C/W CAB WITH A/C, SNOW ARRANGEMENT PACKAGE, 14FT MOLDBOARD, CRAIG SNOW WING AND BULL BLADE					

***BASE MONTHLY PAYMENT:**

HST: 0.00
PST: 0.00
MONTHLY LEASE PAYMENT: See Irregular
Payment Schedule

COMMENCEMENT DATE:

October 21, 2016

LOCATION OF UNITS:

128 SACKVILLE ROAD SAULT
STE. MARIE, ON P6B 4T6

For a description of any other units that have been leased pursuant to this Lease, see the "Equipment Description Schedule" in the attached SCHEDULE A. For any other units that represent "Additional Collateral", see the "Additional Collateral" section of the attached SCHEDULE A ("Additional Collateral"). Each item of Additional Collateral identified in any attached SCHEDULE A is considered a Unit under the terms of this Lease.

In reliance on your selection of the units described above (together with all attachments, accessories and optional features, whether or not installed with any of those units, and all manufacturer manuals and instructions, being referred to in this Lease as a "Unit" or the "Units"), we have agreed to acquire and lease the Units (excluding any Additional Collateral) to you, subject to the terms of this Lease. **Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.**

You acknowledge that the Units (excluding any Additional Collateral) were delivered to you in good working condition and that you accepted them on the date indicated. If any of the Units (excluding any Additional Collateral) will be delivered to you after you sign this Lease, you agree to sign and deliver to us a separate delivery certificate.

Each addendum, schedule, application survey for a Unit (each, an "Application Survey") and rider that is referred to in this Lease and is attached to this Lease or is deemed to be attached to this Lease is incorporated into this Lease by reference and is deemed to be a part of this Lease.

TERMS AND CONDITIONS

3. Lease Term The "Lease Term" for each Unit will start on the Commencement Date, as identified in the first page of this Lease and will continue for 54 months, unless we terminate this Lease in accordance with its terms. However, we have no obligation to enter

into this Lease or pay the supplier of the Units (the "Supplier") for the Unit(s) until you have delivered to us all documents that we may reasonably request.



4. Lease Payment You will pay us the Monthly Lease Payments beginning October 21, 2016 and on the same date of each month thereafter (or the last day of the month, if there is no such date). The Monthly Lease Payments will be due without demand. You will also pay us all other amounts payable by you under this Lease and under any other document delivered by you in connection with this Lease, including each applicable Application Survey (collectively, the "Lease Documents") when due (all such other payments, together with the Monthly Lease Payments, being referred to in this Lease as the "Lease Payments"). You will pay all Lease Payments not otherwise payable by pre-authorized debit to us at CATERPILLAR FINANCIAL SERVICES LIMITED, 3457 Superior Court, Unit 2, Oakville, ON L6L 0C4 or such other location that we designate in writing. **You agree that your duties and liabilities under this Lease and the other Lease Documents are absolute and unconditional. Your payment and performance obligations are not subject to cancellation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of each Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Lease.**

5. Late Charges If we do not receive a Lease Payment by the 14th day after the date the Lease Payment is due, you will be charged a late payment charge on the late Lease Payment equal to the lesser of (i) one and one half (1.5%) percent and (ii) the highest legal contract rate of interest.

6. Disclaimer of Warranties You have selected each Unit based upon your own judgment. You understand that we are not the manufacturer or a dealer or the Supplier of any of the Units. **We make no representations, warranties or conditions whatsoever, express or implied, with respect to this Lease or to any Unit. Without limiting the generality of the foregoing, each Unit is leased "as is, where is". We make no representations, warranties or conditions as to the quality of materials or workmanship or that the materials or workmanship comply with the terms of any purchase order or agreement. We expressly disclaim, and you waive all other representations, warranties, conditions and claims, express or implied, arising by law or otherwise, with respect to any Unit or this Lease, including, without limitation, any representation, warranty or condition relating to: (a) the merchantability of any Unit; (b) any Unit's fitness for a particular purpose; (c) the course of performance, course of dealing or usage of trade; (d) any obligation, liability, right, claim or remedy in tort; (e) any obligation, liability, right, claim, or remedy for loss of or damage to any Unit, for loss of use, revenue, or profit with respect to any Unit, for any liability to any third party, or for any other indirect, incidental, or consequential damages, including strict or absolute liability in tort; and (f) any Unit's freedom from any lien, claim, security interest, hypothec or other encumbrance and its compliance with applicable laws, including patent laws. Nothing in this Lease takes away any rights you may have against any other parties (such as the Supplier or the manufacturer of any Unit regarding the operation of any Unit). You agree to pursue only these third parties for any and all such claims. You are entitled to all the promises and warranties made by the Supplier to us with respect to the Units, and you may contact the Supplier in order to receive a description of those promises and warranties.**

7. Possession, Use and Maintenance (a) At your own expense, you will use and keep the Units in good operating order and condition and at least in accordance with Supplier's and manufacturer's recommendations and all maintenance and operating manuals and service agreements, and in accordance with all applicable laws, including any rules or limits on idling, fleet average or site based exhaust emissions, operational limitations, or any other use related regulations, for which you have sole responsibility for compliance. (b) You will not abandon any Unit. (c) You will not sublease any Unit or permit the use of any Unit by anyone other than you. (d) You will not change the use of any Unit from that set out in an applicable Application Survey, without our prior written consent. (e) You will not change the Location of any Unit from that set out above, without our prior written consent. (f) You will not sell, assign, transfer, create or allow to exist a lien, claim, security interest, hypothec or encumbrance on any of your rights under this Lease or with respect to any Unit. Each Unit is and will

remain personal property regardless of its use or manner of attachment to realty. We have the right to inspect any Unit and its maintenance records. We also have the right to observe the use of each Unit and determine its hours of usage. You will not alter any Unit or affix any accessory or equipment to any Unit if doing so will impair its originally intended function or use or reduce its value. If added to any Unit, the following will immediately become our property: (i) replacement parts; (ii) parts essential to the operation of the Unit; and (iii) parts that cannot be detached from the Unit without interfering with the operation of the Unit or adversely affecting the value or utility the Unit would have had without the addition. All such parts will be deemed incorporated in the Unit and will be subject to the terms of this Lease as if originally leased under this Lease. All parts, accessories and equipment affixed to a Unit will become our property. All of your right, title and interest in such parts, accessories and equipment shall transfer automatically to us immediately upon such affixation without the need for any documents of transfer.

8. Taxes You will pay when due, or promptly reimburse us for payment of, all taxes imposed on any Unit or Lease Payments. You will also pay or reimburse us for all (i) license and registration fees, (ii) charges that are imposed in connection with the ownership, possession, use, purchase (including by you pursuant to this Lease) or lease of any Unit from the time we purchase the Unit until it is returned to us or purchased by you and (iii) fines, penalties, interest or additions to any tax, fee or charge. You will remain responsible for the payment, or reimbursement of, any such taxes, fees and charges, regardless of when we receive notice of them. You will prepare and file, in a manner satisfactory to us, all reports or returns required with respect to a Unit. You will reimburse us in full for any amounts that we pay or advance without regard to early payment discounts. We may estimate the amount of, and bill you periodically in advance for, any charge. You will be responsible, however, for any difference between the estimated amount and the actual amount. If any Lease Payment under this Lease is deemed to include goods and services tax or harmonized sales tax or any similar value-added or multi-staged tax, the amount of such payment shall be increased accordingly. You will not deduct or withhold any taxes from a Lease Payment unless required by applicable law. If taxes are required to be deducted or withheld, the amount of the Lease Payment will be increased so that after the tax deduction or withholding (including any tax deduction or withholding required from the increased amount) we receive the amount that we would have received in the absence of any tax deduction or withholding, and you will also provide us with evidence of remittance of the taxes to the relevant tax authority. We may change the Monthly Lease Payment to reflect any increase or decrease in any taxes from time to time. You acknowledge that you have satisfied yourself as to the tax and accounting treatment of the Lease Documents for your purposes and have not relied on us as to those matters.

9. Loss or Damage (a) You bear the risk of loss or damage to a Unit from the time we purchase the Unit (or from the beginning of the Lease Term, if earlier) until the Unit is returned to us or purchased by you in accordance with this Lease. Should any loss or damage occur, you will not be released from your obligations under this Lease or any other Lease Document. A "Casualty Occurrence" will occur if any Unit is worn out, lost, stolen, destroyed, taken by government action or, in our opinion, irreparably damaged. (b) You will provide prompt written notice to us of any Casualty Occurrence or any other material damage to a Unit. You will also promptly submit to us: (i) all damage or loss reports provided to a governmental authority, an insurer or the Supplier; and (ii) all documents regarding the repair of such damage, including copies of work orders and all invoices for related charges. (c) Without limiting any other term in this Lease, you will promptly repair all damage that does not constitute a Casualty Occurrence, so as to restore the Unit to the condition required by this Lease. (d) In the event of a Casualty Occurrence, you will pay to us, on the first Monthly Lease Payment due date following the Casualty Occurrence (or 30 days after the Casualty Occurrence if there is no Monthly Lease Payment due date remaining) an amount (the "Liquidated Damages") equal to the sum of: (i) the present value of all future Lease Payments payable under this Lease for such Unit to the end of the Lease Term for such Unit; (ii) the present value of the Purchase Option Price payable under this Lease for such Unit, as stated on the front of this Lease, plus applicable taxes, assuming that you had elected to purchase such Unit; and (iii) all other amounts then due under this Lease with respect to the Unit suffering the Casualty Occurrence (including any late charges and fees). Present values will be determined by us by discounting such amounts at the implicit interest rate which we have applied. In our sole discretion, to this

and our determination of such present values shall be conclusive, absent manifest error. Upon our receipt of the Liquidated Damages for the applicable Unit, the Lease Term with respect to such Unit shall terminate.

10. Release and Indemnity (a) You release and agree to indemnify, defend, and keep harmless, us, our successors and assigns, and our and their directors, officers, agents and employees (each, an "Indemnitee"), from and against any and all claims, actions, damages, losses, penalties, fines, liabilities, charges, costs and expenses of whatever kind or nature, which arise in any way from or are related in any way to any Lease Document or any Unit including the use and contents of such Unit and any defects in respect of such Unit ("Claims") (other than those directly resulting from the actual gross negligence or willful misconduct of the Indemnitee). To meet this obligation, you will pay, on a net after-tax basis, or otherwise discharge such Claims for which we are or may be responsible when and as they become due. (b) You are entitled to control the defense of or to settle a Claim, so long as: (i) no Event of Default has occurred and is then continuing; (ii) you are financially capable of satisfying your obligations under this Section; and (iii) we approve your proposed defense counsel. If any Claim is made against you or an Indemnitee, the party receiving notice of the Claim will promptly notify the other. If the party receiving notice of the Claim fails to notify the other, however, your obligations are still in effect. You agree to be responsible for all costs and expenses, including reasonable legal fees and disbursements on a solicitor-client basis, incurred by any Indemnitee in defending or investigating any Claim or in enforcing this Section. Under no circumstances are we liable for any loss of actual or anticipated business or profits or any special, indirect, or consequential damages.

11. Insurance You, at your expense, must keep each Unit insured with a commercial insurance policy for our benefit. This insurance must include physical damage insurance that will protect each Unit against all risks for at least the aggregate amount you would be required to pay in the event of a Casualty Occurrence. You will also maintain commercial general liability insurance (including product and broad form contractual liability) covering each Unit for at least \$1,000,000 combined coverage for bodily injury and property damage per occurrence. All insurance shall be primary, without the right of contribution from any insurance carried by us. All insurance must be in a form and with companies approved by us. The physical damage insurance shall specify you as named insured and us as loss payee, and the general liability policy shall specify you as named insured and us as additional insured. All insurance must have a deductible amount acceptable to us. You must promptly notify us of any occurrence that may become the basis of a claim. You will also provide us with all requested information. Upon demand, you must promptly deliver to us evidence of such insurance coverage.

12. Events of Default Each of the following is an event of default (each, an "Event of Default"): (a) you fail to make a payment when due; (b) a representation or warranty made to us in connection with any Lease Document is incorrect or misleading; (c) you fail to observe or perform any other covenant or agreement, and the failure continues for 10 days after written notice to you; (d) a default occurs under any other agreement between you or a guarantor of this Lease (each, a "Guarantor") and us or an affiliate of ours; (e) you, or a Guarantor, cease to do business, die, become insolvent, make an assignment for the benefit of creditors or file a petition or action under a bankruptcy, reorganization, insolvency or moratorium law, or a law for the relief of, or relating to, debtors; (f) any filing of an involuntary petition under a bankruptcy statute against you or a Guarantor, or appointment of a receiver, trustee, custodian or similar official to take possession of your properties or those of a Guarantor, unless the petition or appointment ceases to be in effect within 30 days after filing or appointment; (g) there is a material adverse change in your or a Guarantor's financial condition, business operations or prospects; (h) there is a termination, breach, or repudiation of a Guarantor's guarantee; and (i) any Unit becomes uninsured or subject to any sale, sublease, lien, claim, mortgage, security interest, hypothec or encumbrance (other than in our favour).

13. Remedies If an Event of Default occurs, we will have the rights and remedies provided by this Lease and as provided to a secured party under the *Personal Property Security Act* (Ontario) and any other applicable law. Among these rights and remedies are to: (a) bring a court action to recover damages; (b) declare this Lease in default, and cancel this Lease or otherwise terminate your right to use any Unit and your other rights, but not your obligations and, by written notice to you, require you to pay us on the date set out in the notice, as a genuine pre-estimate of liquidated damages and not as penalty (and in addition to all other amounts owing under any of the Lease Documents including any amounts owing under this Section, an amount equal to the Liquidated Damages for all of the Units at such time; (c) recover any additional damages and expenses suffered by us due to the Event of Default; (d) enforce our security interests; (e) require you to assemble and return each Unit pursuant to Section 14; (f) enter premises where a Unit may be located and take immediate possession of, disable or remove such Unit (and any unattached parts) without notice, liability or legal process (and upon such repossession or disabling pursuant to this Section 13(f) or any return of such Unit under Section 13(e), your right to possess and use such Unit will terminate, but this Lease will remain in effect unless we expressly notify you of the cancellation of this Lease under Section 13(b)); (g) in the name of and as your irrevocably appointed agent and attorney and without terminating or being deemed to have terminated this Lease, sublease all or any of the Units to anyone else on such terms and conditions, for such rental and for such period of time as we see fit and receive such rental and hold the same and apply the same against any amounts payable by you under any of the Lease Documents; (h) store (including at your premises without liability) or sell, lease or otherwise dispose of the Units or any of them, at public or private sale, lease or other disposition, for cash or credit, and on such terms as we may determine; and (i) if we financed your obligations under a warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, cancel the agreement on your behalf and upon such cancellation, we may also receive the refund of any fees that we financed but had not received from you as of the date of the Event of Default. You agree to pay all charges, costs, expenses and reasonable legal fees and disbursements (on a solicitor-client basis) incurred by us in enforcing this Lease. The proceeds of any sale, lease or disposition of a Unit will be applied, first, to reimburse us for all expenses of collection and enforcement of this Lease, including our legal fees and expenses and second, to obligations owed to us under this Lease as we may determine. Any remaining proceeds will then be applied to any other indebtedness or obligations owed by you to us or any of our affiliates. You will promptly pay any deficiency to us. Except as prohibited by applicable law, we are entitled to retain any remaining proceeds after the exercise of our remedies. To the extent you are entitled to a refund from us, you agree we will have the right to offset any obligation that you have with us or our affiliates with such refund. The remedies provided to us are cumulative and in addition to all other remedies at law or in equity. If you fail to perform any of your obligations under this Lease, we may (but need not) perform the obligations, without waiving or curing any breach of this Lease. If we perform such obligations for you, you must then pay, on demand, the resulting expenses incurred by us.

14. Return of Unit On expiration of the Lease Term or if you do not elect to purchase the Unit(s) pursuant to this Lease, or if we demand possession of a Unit pursuant to the terms of this Lease, you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 7 and any applicable Application Survey. You will deliver the Unit, at our option, (a) to the nearest Caterpillar dealer selling equipment of the same type as the Unit or (b) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If a Unit is not in the condition required by Section 7 and any applicable Application Survey or if a Unit is not in the same operating order, repair, condition and appearance as it was on the date of the applicable Delivery Supplement (excepting ordinary wear and tear from proper use), you must pay us, on demand, all costs and expenses incurred by us to bring such Unit into the required condition as we determine, acting reasonably, and you shall pay us a daily rental charge equal to 1/30th of the Monthly Lease Payment, plus any other costs and expenses each day until the Unit is brought into the required condition.

15. Purchase Option If no Event of Default has occurred and is continuing, you may, by notice delivered to us at least sixty (60) days prior to the end of the Lease Term elect to purchase on the end of the Lease Term any or all of the Units at a purchase price equal to the Purchase Option Price for such Unit, as stated on the first page of this Lease, plus any applicable taxes thereon. The purchase price will be due at the end of the Lease Term. Upon payment of such purchase price and all other amounts due under this Lease, plus any other costs and expenses due in connection with the transfer of such Unit or the delivery of the bill of sale, we will deliver to you, upon request, a bill of sale. The bill of sale will be delivered to you without any representations, warranties or conditions except that such Unit is free of all encumbrances of any person claiming through us. You will purchase such Unit from us on an **"AS IS, WHERE IS, WITH ALL FAULTS BASIS"**. If you do not elect to purchase a Unit, at the end of the Lease Term you will return such Unit to us as provided in Section 14 and all of your rights and interest in such Unit will automatically terminate. If you fail to purchase or return a Unit at the end of the Lease Term, in addition to our other rights and remedies upon an Event of Default, you agree to pay to us for each such Unit a daily rental charge equal to 1/30th of the Monthly Lease Payment for such Unit each day until the day the Unit is purchased or returned to us.

16. Ownership; Security Interest Subject to your right to use and possess the Units as set out in this Lease, and subject to your purchase option in Section 15, title to the Units (excluding any Additional Collateral) remains with us. As additional security for your obligations to us under this Lease and to secure all other obligations of every kind and nature that you may owe to us or any of our affiliates now or in the future, you grant to us a continuing first priority security interest in each Unit, all substitutions, replacements and additions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document which we deem desirable to protect our security interests in each Unit and our rights and benefits under this Lease. You hereby irrevocably appoint us as your attorney-in-fact for the signing and filing of such documents. You also authorize us to delegate these limited powers.

17. Representations, Warranties and Covenants You represent, warrant and covenant to us that: (a) you will provide all financial information and reporting (including, but not limited to your financial statements) as we may reasonably require; (b) all credit, financial and other information submitted by you or on your behalf to us in connection with this Lease is and shall be true, correct and complete; (c) you will not change your name, principal place of business or primary residence and, if you are a business entity, your jurisdiction of formation or form of business organization or change the jurisdiction in which your chief executive office or registered office is located, without prior written notice to us, or enter into any merger, amalgamation, consolidation or restructuring without our prior written consent; and (d) this Lease constitutes your valid obligation, legally binding on you and enforceable according to its terms.

18. Unit Monitoring Systems In the event any Unit is equipped with a Unit monitoring system such as Cat® Product Link, you agree not to remove, disable or impair the Unit monitoring system. You agree to permit Caterpillar Inc. and all of its subsidiaries or affiliates, including us (collectively "Caterpillar"), and Caterpillar dealers to access data concerning such Unit, its condition and its operation transmitted from the monitoring system. The information may be used (i) to administer, implement and enforce the terms of this Lease, (ii) recover the Unit if necessary, or (iii) to improve Caterpillar's products and services. You agree that information transmitted may include the serial number, VIN, Unit location, and operational and other data, including but not limited to fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments.

19. Assignment; Counterparts We may assign, sell, concurrently lease or otherwise dispose of, or encumber (each, an "Assignment"), all or any part of the Lease Documents, the Lease Payments, and the Units, to anyone else (each, an "Assignee"), without notice to you or your consent. **The rights of any assignee will not be subject to any defense, counterclaim or set off which you may have against us.** If requested by us, you will assist us in any Assignment. If requested by

us, you will also sign a notice of assignment in a form approved by us. If notified by us, you will make all payments due under this Lease to the party designated in the notice without offset or deduction. This Lease is for the benefit of, and is binding upon, you and your permitted successors, assigns, heirs and executors and us and our successors and assigns (including any Assignee). You must not assign this Lease or any right or obligation under it without our prior written consent. Although multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged and certified by us on the signature page as the original will constitute original chattel paper. A photocopy or facsimile of this Lease will be legally admissible. A signed copy of this Lease or any related document sent electronically will be treated as an original document and will be admissible as evidence thereof, and all signatures thereon will be binding as if manual signatures were personally delivered.

20. Personal Information Consent We may collect and use personal information provided by you in connection with this Lease and any related application for the purposes of verifying and evaluating the application, your identity (including for regulatory compliance purposes), creditworthiness (including by obtaining and using credit reports), and the information provided to us in connection with the application or this Lease. We may collect credit, financial and related personal information for these purposes from you or your application, our affiliates, credit bureaus and credit reporting agencies, from references that you may have provided in the application and other parties with whom you have had a financial or credit relationship. You consent to the disclosure of such information by these parties to us. Social Insurance Numbers or other personal identifiers, if provided, may be used to verify your identity, including matching credit records. Identity verification may also include checking your identity against watch lists established by regulatory agencies and similar bodies in Canada and foreign countries. We may, from time to time, use the information referred to above and other personal information collected or compiled by us in connection with this Lease (collectively, the "Information") and share the Information among and with us, Caterpillar and authorized Caterpillar dealers for the purposes of opening, administering, servicing and enforcing this Lease, collecting amounts owing to us, verifying and evaluating your current and ongoing creditworthiness and financial status, and responding to inquiries and otherwise communicating with you regarding the account. For the purpose of maintaining your credit history and providing credit references, we may from time to time disclose credit-related Information to credit bureaus, credit reporting agencies and to your current or future creditors. We may use and exchange your banking information with financial institutions for payment processing purposes. We may otherwise use the Information and disclose the Information to third parties: (i) to register security interests; (ii) to enforce security, this Lease and otherwise collect amounts owing to us; (iii) for the purposes of detecting and preventing fraud; (iv) in connection with audits; (v) for the purposes of meeting legal, regulatory, risk management and security requirements; and (vi) as permitted or required by law (including as required by foreign laws applicable to us and our agents or service providers). We may use and disclose the Information to our assigns, prospective assigns and other third parties that are connected with the proposed or actual financing, securitization, insuring, sale, assignment or other disposal of all or part of our business or assets (including this Lease and amounts owing to us) for the purposes of permitting a prospective assign to evaluate your creditworthiness and otherwise determine whether to proceed or continue with the transaction, fulfilling any reporting or audit requirements to such parties, or completing the transaction. Our successors and assigns may collect, use, and disclose the Information for substantially the same purposes as described in this Lease. We may use agents and service providers (including Caterpillar acting in that capacity) to collect, use, store or process the Information on our behalf for the purposes described in this Lease. Some of these agents or service providers may be located outside of Canada, including the United States, where local laws may permit governmental, law enforcement, or regulatory authorities or courts to have access to the Information. We may, from time to time, use the Information and share the Information among and with Caterpillar to promote and market additional products or services of Caterpillar to you. You may refuse consent for this purpose by contacting us at 1-800-651-0567.

To request access to, or correction of the Information, or if you have any questions about how we handle the Information, please contact us at the address designated above or as otherwise designated by us. The

consents provided above shall be valid for so long as required to fulfill the purposes described in this Lease.

21. Effect of Waiver; Entire Agreement; Notices; Applicable Law Our delay or omission in exercising any right or remedy will not impair such right or remedy. A delay or omission by us will not be construed as a waiver of any Event of Default. Any waiver or consent by us must be in writing. This Lease and all Lease Documents completely state our and your rights and supersede all prior agreements with respect to a Unit. All notices must be in writing, addressed to the other party at the address stated on the front of this Lease or at such other address as may be furnished in writing. This Lease is governed by and construed under the laws of the Province of Ontario and the federal laws of Canada applicable in such Province. You consent to the jurisdiction of any appropriate court located within that Province. If you are a corporation, you agree that *The Limitation of Civil Rights Act* (Saskatchewan), as it may be changed from time to time, will not apply to this Lease or to our rights, powers or remedies and you waive and release all benefits under those laws and any similar laws of any jurisdiction to the fullest extent permitted by law. Where permitted by law, you waive your rights to receive a copy of any financing statement, financing change statement, verification statement or other similar

instrument filed or issued at any time in respect of this Lease or any amendment of this Lease. **The parties waive the right to trial by jury in any action arising out of or related to this Lease, the obligations or the Units.**

22. No Agency; Modification of Lease No person or entity, including, without limitation, the Supplier, dealer or manufacturer of any Unit, is authorized to act as our agent regarding this Lease. No waiver, modification, or change in this Lease will bind us unless provided by us in writing. Oral agreements are not binding. You agree that we may correct patent errors in this Lease and the Lease Documents and fill in blanks, including correcting or filling in serial numbers, VIN numbers, and dates. Headings in this Lease are inserted for convenience only. Headings do not affect the meaning or interpretation of this Lease. If a provision of this Lease is invalid under any law, it shall be deemed omitted. Any such omission will not invalidate the remaining provisions. To the extent any payment due us under this Lease is deemed to be usurious, the payment obligation shall be amended and replaced with the maximum lawful amount. All your obligations under this Lease survive the expiration or termination of this Lease if necessary to give full effect to the terms of this Lease. Time is of the essence under this Lease.

You represent and warrant to us that you have entered into this Lease for business purposes only and not for personal, family or household purposes and that you are not a "consumer" under any applicable consumer protection legislation or cost of credit disclosure legislation. You acknowledge that we are relying on the truth of the previous sentence in deciding on whether to enter into this Lease.

By signing this Lease, you certify that you have read this Lease and all the other Lease Documents, including any applicable Application Survey.

SIGNATURES

LESSOR
CATERPILLAR FINANCIAL
SERVICES LIMITED

LESSEE
THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

Signature _____

Signature _____

Name (print) _____

Name (print) _____

Title _____

Title _____

Date _____

Date _____

Construction Equipment Application Survey
Transaction Number 2930300



This Construction Equipment Application Survey ("Application Survey") forms part of the Lease Agreement for the Transaction Number set out above (the "Lease") between the Lessee named below ("you" or "your") and Caterpillar Financial Services Limited ("we", "us", or "our"). If there is any conflict or inconsistency between the terms of this Application Survey and the Lease in respect of the Unit described below, then the terms of this Application Survey will govern.

PARTIES

LESSOR:
CATERPILLAR FINANCIAL SERVICES LIMITED
3457 Superior Court, Unit 2
Oakville, ON L6L 0C4

LESSEE:
THE CORPORATION OF THE CITY OF SAULT STE. MARIE
128 SACKVILLE ROAD
SAULT STE MARIE, ON P6B 4T6

DESCRIPTION OF UNIT

Year/Make: 2016 CATERPILLAR Model: 140MAWD MOTOR GRADER Quantity: 1 Serial Number: CAT0140MJD9G01633
VIN #:

Monthly Usage: 92.67 Current Hours: 0 Dealer: TOROMONT CAT, A DIVISION OF TOROMONT INDUSTRIES LTD.

Location: 128 SACKVILLE ROAD, SAULT STE. MARIE, ON P6B 4T6
(Combines: Use Separator Hours)

******* IMPORTANT INFORMATION *******

RESIDUAL EXCEPTION REQUESTS must be submitted to us for the following applications: (i) landfill, transfer and recycling stations; (ii) demolition, scrap yards and steel mills; (iii) salt, chemical, and corrosive environments such as feed lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; (iv) dusty or poor underfoot conditions; (v) all mining applications; (vi) any applications requiring unusual attachments, equipment modifications or that involve non-traditional use of the equipment; and (vi) any transaction with five or more of one model.

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS

Tires
Cab
Air Conditioning

BLADES/BUCKETS/RIPPERS

Snow Arrangement
Grade Control
Straight Blade

MARKET CATEGORIES

Standard Environment - Agricultural-Crop, Ag Non-Manure, Road Building, Utilities, Dams & Bridges, Airport, Site Prep Landfill, Landscaping, Pipeline, Commercial
Residential, Site Development

If "Severe" or "Other" description of actual application is required:

5246999 10/21/2016



MANDATORY CONDITION OF UNIT UPON RETURN

1. MAINTENANCE AND GENERAL REQUIREMENTS:

- (a) You will give us sixty (60) days notice prior to the expiry of the Lease Term of your intention to return the Unit to us.
- (b) The Unit must be returned in the same configuration, with all attachments, as when delivered on the Commencement Date. You are responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of the Unit to a site designated by us.
- (c) Upon return, the Unit shall be thoroughly cleaned, steam cleaned if available, and free from all oil, hydraulic and fuel leaks.
- (d) You will operate and maintain the Unit in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and ensure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. The Unit must be in good operating condition and be able to perform all tasks under rated load.
- (e) Throughout the Lease Term, you will enroll the Unit in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire Lease Term, and ensure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
- (f) You must not use, operate, maintain or store the Unit improperly, carelessly, unsafely, or for a purpose other than in the normal and ordinary course of your business. You must operate the Unit only in the applications for which it was designed and manufactured.
- (g) You will maintain a working engine hour meter at all times, and will keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.
- (h) You will ensure that all service contracts are fully implemented and all maintenance and repairs are made on schedule.
- (i) You will complete all Product Improvement Programs (PIPs) before returning the Unit. **YOU MUST ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.**
- (j) Upon our request, you will provide a secured place to store the off-lease Unit and will provide access to the Unit for purposes of maintenance or demonstration to prospective buyers.

2. SPECIFIC TIREWARE AND SAFETY REQUIREMENTS:

When returning the Unit to us, you will ensure that:

- (a) The operator's compartment is clean, and all switches, monitoring

WE RETAIN THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING AND UPON THE END OF THE LEASE TERM OR UPON LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT YOUR EXPENSE AT ANY TIME IF THERE IS EVIDENCE THAT THE UNIT IS BEING ABUSED, NEGLECTED OR MISAPPLIED.

REMEDIES FOR RETURN CONDITIONS:

You will be invoiced for the parts and labour based on your local Caterpillar dealer's retail prices and retail labour rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in Section 3, above. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice:

Life Remaining	Charge to Lessee
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

MAXIMUM USAGE:

The Unit listed and equipped as stated above will be operated for an estimated total of **92.67 hours per month** over a term of **54 months** for total usage during the Lease Term of **5004.00 hours**. Combine hours will be measured in **separator hours**. This total usage combined with any accumulated hours prior to the Commencement Date of the Lease, as stated above under current hours, will be the **total allowable machine hours** for the life of the lease and the basis for any overuse charges.

$$\text{Total Lease Hours } 5004.00 + \text{Current Hours } 0 = \text{Total Allowable Machine Hours } 5004.00$$

systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.

- (b) All window glass is clear, and free from cracks and major pits, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good order and are free from dents and cracks.
- (c) All standard safety items are complete and in good working order, including but not limited to, roll over protection (ROPS) and falling object protection (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- (d) All electrical components, including but not limited to, wiring harnesses, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order.
- (e) All repairs made to main structures, including but not limited to, main frames, roller frames, hitch, PTO, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers, and arches are accomplished in accordance with factory recommended materials and repair procedures.

3. REMAINING LIFE REQUIREMENTS:

Upon return to us, the Unit must meet the following requirements:

- (a) All ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet, tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have at least fifty percent (50%) minimum remaining life.
- (b) If the Unit is a track and rubber belted Unit, it has at least fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers. Belts do not have any cuts that extend into the cords and are not missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting this requirement.
- (c) If the Unit is a rubber tire Unit, it has at least fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires are a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls.

OVERUSE CALCULATION:

In addition to our other rights under the Lease and this Application Survey, and not in lieu thereof, you shall pay us additional rent for each hour in excess of the Total Allowable Machine Hours established for the Lease as stated above. This hourly rate shall be **\$37.10** per hour. Overuse charges will be calculated at the end of the Lease Term and be due upon receipt of invoice. **Please Note: To avoid overuse charges, notify us immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. We may, at our discretion, amend this Application Survey to reflect the increase in total usage.**

SIGNATURES

This Application Survey is considered to be an integral part of the Lease. The information obtained from this Application Survey is of primary importance in the Payment Schedule. Any change in the location, severity of application, annual hourly usage and/or attachments or configuration must be approved by us in writing.

CATERPILLAR FINANCIAL SERVICES LIMITED

Signature _____

Name (Print) _____

Title _____

Date _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Signature _____

Name (Print) _____

Title _____

Date _____



Payment Schedule
Transaction Number 2930300

This Payment Schedule forms part of the Lease Agreement for the Transaction Number set out above between the Lessor and the Lessee named below.

1. PARTIES

LESSOR: Caterpillar Financial Services Limited

3457 Superior Court, Unit 2
Oakville, ON L6L 0C4

LESSEE: THE CORPORATION OF THE CITY OF SAULT STE.

MARIE
128 SACKVILLE ROAD
SAULT STE MARIE, ON P6B 4T6

2. PAYMENT SCHEDULE

<u>Number of Payments</u>	<u>from (date)</u>	<u>to (date)</u>	<u>Base Lease Payment</u> <u>(CAD)</u>	<u>GST/HST</u>	<u>PST/QST</u>	<u>Total Lease Payment</u> <u>(CAD)</u>
6	October 21, 2016	March 21, 2017	6,188.89	804.56	0.00	6,993.45
6	April 21, 2017	September 21, 2017	0.00	0.00	0.00	0.00
6	October 21, 2017	March 21, 2018	6,188.89	804.56	0.00	6,993.45
6	April 21, 2018	September 21, 2018	0.00	0.00	0.00	0.00
6	October 21, 2018	March 21, 2019	6,188.89	804.56	0.00	6,993.45
6	April 21, 2019	September 21, 2019	0.00	0.00	0.00	0.00
6	October 21, 2019	March 21, 2020	6,188.89	804.56	0.00	6,993.45
6	April 21, 2020	September 21, 2020	0.00	0.00	0.00	0.00
6	October 21, 2020	March 21, 2021	6,188.89	804.56	0.00	6,993.45

SIGNATURES

LESSOR:

Caterpillar Financial Services Limited

Signature _____

Name (print) _____

Title _____

Date _____

LESSEE:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Signature _____

Name (print) _____

Title _____

Date _____



Amortization Schedule

Quote number 524-6999
Interest rate 2.98%
Customer THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Model 140MAWD Motor Grader
Serial Number CAT0140MJD9G01633

Date	Number of Payments Made	Starting Balance	Loan	Payment	Residual	Interest 2.97784%	Principal	Ending Balance
Oct-21-16	1	0.00	360,425.00	6,188.89	0.00	0.00	6,188.89	354,236.11
Nov-21-16	2	354,236.11	0.00	6,188.89	0.00	879.05	5,309.84	348,926.27
Dec-21-16	3	348,926.27	0.00	6,188.89	0.00	865.87	5,323.02	343,603.25
			360,425.00	18,566.67	0.00	1,744.92	16,821.75	
Jan-21-17	4	343,603.25	0.00	6,188.89	0.00	852.67	5,336.22	338,267.03
Feb-21-17	5	338,267.03	0.00	6,188.89	0.00	839.42	5,349.47	332,917.56
Mar-21-17	6	332,917.56	0.00	6,188.89	0.00	826.15	5,362.74	327,554.82
Apr-21-17	7	327,554.82	0.00	0.00	0.00	812.84	-812.84	328,367.66
May-21-17	8	328,367.66	0.00	0.00	0.00	814.85	-814.85	329,182.51
Jun-21-17	9	329,182.51	0.00	0.00	0.00	816.88	-816.88	329,999.39
Jul-21-17	10	329,999.39	0.00	0.00	0.00	818.91	-818.91	330,818.30
Aug-21-17	11	330,818.30	0.00	0.00	0.00	820.93	-820.93	331,639.23
Sep-21-17	12	331,639.23	0.00	0.00	0.00	822.98	-822.98	332,462.21
Oct-21-17	13	332,462.21	0.00	6,188.89	0.00	825.02	5,363.87	327,098.34
Nov-21-17	14	327,098.34	0.00	6,188.89	0.00	811.70	5,377.19	321,721.15
Dec-21-17	15	321,721.15	0.00	6,188.89	0.00	798.37	5,390.52	316,330.63
			0.00	37,133.34	0.00	9,860.72	27,272.62	
Jan-21-18	16	316,330.63	0.00	6,188.89	0.00	784.98	5,403.91	310,926.72
Feb-21-18	17	310,926.72	0.00	6,188.89	0.00	771.58	5,417.31	305,509.41
Mar-21-18	18	305,509.41	0.00	6,188.89	0.00	758.13	5,430.76	300,078.65
Apr-21-18	19	300,078.65	0.00	0.00	0.00	744.66	-744.66	300,823.31
May-21-18	20	300,823.31	0.00	0.00	0.00	746.50	-746.50	301,569.81
Jun-21-18	21	301,569.81	0.00	0.00	0.00	748.36	-748.36	302,318.17
Jul-21-18	22	302,318.17	0.00	0.00	0.00	750.21	-750.21	303,068.38
Aug-21-18	23	303,068.38	0.00	0.00	0.00	752.08	-752.08	303,820.46
Sep-21-18	24	303,820.46	0.00	0.00	0.00	753.94	-753.94	304,574.40
Oct-21-18	25	304,574.40	0.00	6,188.89	0.00	755.81	5,433.08	299,141.32
Nov-21-18	26	299,141.32	0.00	6,188.89	0.00	742.33	5,446.56	293,694.76
Dec-21-18	27	293,694.76	0.00	6,188.89	0.00	728.82	5,460.07	288,234.69
			0.00	37,133.34	0.00	9,037.40	28,095.94	
Jan-21-19	28	288,234.69	0.00	6,188.89	0.00	715.26	5,473.63	282,761.06
Feb-21-19	29	282,761.06	0.00	6,188.89	0.00	701.68	5,487.21	277,273.85
Mar-21-19	30	277,273.85	0.00	6,188.89	0.00	688.07	5,500.82	271,773.03
Apr-21-19	31	271,773.03	0.00	0.00	0.00	674.41	-674.41	272,447.44
May-21-19	32	272,447.44	0.00	0.00	0.00	676.09	-676.09	273,123.53
Jun-21-19	33	273,123.53	0.00	0.00	0.00	677.77	-677.77	273,801.30
Jul-21-19	34	273,801.30	0.00	0.00	0.00	679.44	-679.44	274,480.74
Aug-21-19	35	274,480.74	0.00	0.00	0.00	681.14	-681.14	275,161.88
Sep-21-19	36	275,161.88	0.00	0.00	0.00	682.82	-682.82	275,844.70
Oct-21-19	37	275,844.70	0.00	6,188.89	0.00	684.52	5,504.37	270,340.33
Nov-21-19	38	270,340.33	0.00	6,188.89	0.00	670.86	5,518.03	264,822.30
Dec-21-19	39	264,822.30	0.00	6,188.89	0.00	657.17	5,531.72	259,290.58
			0.00	37,133.34	0.00	8,189.23	28,944.11	
Jan-21-20	40	259,290.58	0.00	6,188.89	0.00	643.44	5,545.45	253,745.13
Feb-21-20	41	253,745.13	0.00	6,188.89	0.00	629.67	5,559.22	248,185.91
Mar-21-20	42	248,185.91	0.00	6,188.89	0.00	615.89	5,573.00	242,612.91
Apr-21-20	43	242,612.91	0.00	0.00	0.00	602.05	-602.05	243,214.96
May-21-20	44	243,214.96	0.00	0.00	0.00	603.55	-603.55	243,818.51
Jun-21-20	45	243,818.51	0.00	0.00	0.00	605.04	-605.04	244,423.55
Jul-21-20	46	244,423.55	0.00	0.00	0.00	606.55	-606.55	245,030.10
Aug-21-20	47	245,030.10	0.00	0.00	0.00	608.05	-608.05	245,638.15
Sep-21-20	48	245,638.15	0.00	0.00	0.00	609.56	-609.56	246,247.71
Oct-21-20	49	246,247.71	0.00	6,188.89	0.00	611.07	5,577.82	240,669.89
Nov-21-20	50	240,669.89	0.00	6,188.89	0.00	597.23	5,591.66	235,078.23
Dec-21-20	51	235,078.23	0.00	6,188.89	0.00	583.36	5,605.53	229,472.70
			0.00	37,133.34	0.00	7,315.46	29,817.88	
Jan-21-21	52	229,472.70	0.00	6,188.89	0.00	569.44	5,619.45	223,853.25
Feb-21-21	53	223,853.25	0.00	6,188.89	0.00	555.50	5,633.39	218,219.86

Amortization Schedule

Quote number 524-6999
Interest rate 2.98%

Customer THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Model 140MAWD Motor Grader
Serial Number CAT0140MJD9G01633

Date	Number of Payments Made	Starting Balance	Loan	Payment	Residual	Interest 2.97784%	Principal	Ending Balance
Mar-21-21	54	218,219.86	0.00	6,188.89	0.00	541.52	5,647.37	212,572.49
Apr-21-21	55	212,572.49	0.00	0.00	213,100.00	527.51	212,572.49	0.00
			0.00	18,566.67	213,100.00	2,193.97	229,472.70	
total		360,425.00	185,666.70	213,100.00	38,341.70	360,425.00		

Ending balance not equal to early buy out amount

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2016-180

FINANCE: (F1.1) A by-law to establish user fees and service charges.

WHEREAS Section 391(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, states that despite any Act, a municipality and local board may pass by-laws imposing fees or charges on any class of persons, for services or activities provided or done by on behalf of it, and, for the use of it's property including property under its control;

AND WHEREAS it is deemed necessary to charge user fees and service charges;

NOW THEREFORE the Council of the Corporation of the City of Sault Ste. Marie hereby pursuant to Section 391(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 as amended **ENACTS** as follows:

1. **USER FEES ADOPTED**

That Council does confirm and ratify the user fees and service charges described in Schedules "A" to "H" attached to and forming part of this By-law and are outlined as follows:

Schedule A - Clerk's Department
Schedule B - Community Services Department
Schedule C - Engineering Department
Schedule D - Planning Department
Schedule E - Building Services Department
Schedule F - Finance Department
Schedule G - Fire Services
Schedule H - Legal Department
Schedule I - Public Works and Transportation Department

2. **BY-LAW 2016-3, 2016-23, 2016-67, 2016-130 and 2016-155 REPEALED**

By-law 2016-3, 2016-23, 2016-67, 2016-130 and 2016-155 are hereby repealed.

3. **EFFECTIVE DATE**

This By-law is effective on January 1, 2017.

PASSED in open Council this 7th day November, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\1. 2016\2016-180 RE 2017 USER FEES.DOC

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2016-180 - Schedule "A"

CLERK'S DEPARTMENT

<i>Services Offered</i>	<i>2016 Current Fee</i>	<i>2017 Proposed Fee</i>	<i>GST/HST Included or Added</i>
MARRIAGE LICENSES			
- Sale of Marriage Licenses - per license	125.00	125.00	Exempt
MAP SALES			
- Sale of City Maps - per map	2.00	2.00	Inc
ZONING BY-LAW SALES			
- Sale of By-law 2005-150 - Paper Copy	100.00	100.00	Inc
- Sale of By-law 2005-150 - Paper Copy - Annual Update	50.00	50.00	Inc
- Sale of By-law 2005-150 - CD Rom	50.00	50.00	Inc
- Sale of By-law 2005-150 - CD Rom - Annual Update	50.00	50.00	Inc
OTHER			
- Photocopying - per page	0.50	0.50	Inc

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - By-law - 2016-180 - Schedule "B"
COMMUNITY SERVICES DEPARTMENT

<i>Services Offered</i>	<i>2016 Current Fee</i>	<i>2017 Proposed Fee</i>	<i>GST/HST Included or Added</i>
BONDAR PAVILION			
- Full Day Rental - Non Profit Group	154.00	158.00	Add
- Part Day Rental - Non Profit Group	95.90	98.50	Add
- Full Day Rental - Commercial	586.50	601.25	Add
- Part Day Rental - Commercial	305.00	312.75	Add
- Wedding Receptions	725.00	775.75	Add
- Clean Up - Minor	56.10	57.50	Add
- Clean Up - Major	224.40	230.00	Add
- Barriers	1.20	1.25	Add
- Tables	4.60	4.70	Add
- Chairs	0.52	0.55	Add
- Sound System (per day)	28.15	29.00	Add
- SOCAN (Society of Composers, Authors and Music Publishers of Canada)			
- without dancing 1 to 100		20.56	Add
101 to 300		29.56	Add
301 to 500		61.69	Add
500 +		87.40	Add
with dancing 1 to 100		41.13	Add
101 to 300		59.17	Add
301 to 500		123.38	Add
500 +		174.79	Add
- Kitchen (per day)	56.10	57.50	Add
- Supervision of Volunteers (per hour)	16.75	17.25	Add
- Alcohol event admin fee per event per day	30.42	31.10	Add
Facility Booking - per booking	30.42	31.25	Add
Waste Removal (Additional Bin)	160.00	175.00	Add
MARINA FEES			
- Fuels	Road Price + \$ 0.02	Road Price + \$ 0.02	
- Sewage Pumpouts - per service	10.50	10.50	Add
- Cruise Ship Dockage Fee - rate per meter	5.30	5.40	Add
- Cruise Ship - Passenger disembarkment/embarkment fee	1.55 / passenger	1.55 / passenger	Add
- Bondar - Slip Rental - Daily - per foot	1.30	1.35	Add
- Bondar - Slip Rental - Weekly - per foot	6.95	7.10	Add
- Bondar - Slip Rental - Monthly - per foot	20.00	20.00	Add
- Bondar Dock - Ship/Barge Dockage (per metre)	0.16 / hr	0.16 / hr	Add
	1.65 / day	1.65 / day	Add
	31.80/month	31.80/month	Add
- Bellevue - Slip Rental - Weekly - Non Serviced per foot	4.39	4.50	Add
- Bellevue - Slip Rental - Weekly - Serviced per foot	5.71	5.80	Add
- Bellevue - Slip Rental - Bi - Monthly - Non Serviced per foot	21.00	21.40	Add
- Bellevue - Slip Rental - Bi - Monthly - Serviced per foot	24.00	24.50	Add

Services Offered	2016 Current Fee	2017 Proposed Fee	GST/HST Included or Added
- Bellevue - Slip Rental - Monthly - Non Serviced per foot	13.26	13.55	Add
- Bellevue - Slip Rental - Monthly - Serviced per foot	15.76	16.10	Add
- Bellevue - Slip Rental - Seasonal - Non Serviced per foot	27.20	27.75	Add
- Bellevue - Slip Rental - Seasonal - Serviced per foot	31.40	32.05	Add
- Bellevue - Slip Rental - Daily - Serviced per foot	1.30	1.35	Add
- Bellevue - Slip Rental - Daily - Non Serviced per foot	1.12	1.15	Add
- Launch Ramp Fee - Daily	6.50	6.50	Included
- Launch Ramp Fee - Seasonal	54.00	54.87	Add
- Winter Storage - Monthly per foot	1.75	1.80	Add
- Slip Cancellation Fee	25.00	25.00	Included
- September Special	50% fee discount	50% fee discount	Add
LEADERSHIP DEVELOPMENT			
- Leadership Courses - varies per content	\$ 10. To \$ 25	\$ 10. To \$ 25	Included
- Weekend Seminars - varies per content	\$ 25. To \$ 60	\$ 25. To \$ 60	Included
SENIOR CITIZENS ADVISORY COUNCIL			
- Fee in lieu of Other User Fees	16,800.00	Removed	Included
- Supervision(outside normal operating hours) (per hr)	16.75	17.25	Add
Main Hall - Half day rental		50.00	Included
Main Hall - Full Day Rental		100.00	Included
Large Meeting Room - Half Day rental		50.00	Included
Large Meeting Room - Full Day Rental		75.00	Included
Small Meeting Room - Half Day		20.00	Included
Small Meeting Room - Full Day		40.00	Included
Kitchen (per use)		25.00	Included
AV Equipment (laptop/Projector/Screen) Per use		15.00	Included
DAY NURSERIES			
Unsubsidized - Before School	10.25	10.46	Exempt
Unsubsidized - Before and After School	21.16	21.58	Exempt
Unsubsidized - After School	13.14	13.40	Exempt
Unsubsidized- Full Day Preschool	40.19	41.81	Exempt
Unsubsidized- Half Day Preschool	22.70	23.15	Exempt
Unsubsidized - Full Day Toddler	42.91	43.77	Exempt
Unsubsidized - Half Day Toddler	23.55	24.02	Exempt
Unsubsidized - Full Day Infant	48.69	49.66	Exempt
Unsubsidized - Half Day Infant	26.26	26.79	Exempt
Unsubsidized – Summer Camp Daily	42.00	42.84	Exempt
Unsubsidized – Summer Camp Weekly	194.25	198.14	Exempt
Unsubsidized – Summer Camp Monthly	750.00	765.00	Exempt
Unsubsidized – AM Extended Care (Daily)	Not Applicable	Not Applicable	Exempt
Unsubsidized – PM Extended Care (Daily)	Not Applicable	Not Applicable	Exempt
Unsubsidized – AM Extended Care (Weekly)	26.25	26.78	Exempt
Unsubsidized – PM Extended Care (Weekly)	26.25	26.78	Exempt

Services Offered	2016 Current Fee	2017 Proposed Fee	GST/HST Included or Added
Note - a 5.0 % discount applies to all fees paid 3 months in advance			
ARENA FEES			
- Soo Greyhounds - agreement covered by separate By-law			
- Admission - High school Hockey - Adults	3.61	3.76	Add
- Admission - High school Hockey - Students & Seniors	2.94	3.10	Add
- Admission - High school Hockey - Children	2.71	2.88	Add
- Ice Rentals - per hour - Prime Time - Adult	145.99	149.27	Add
- Ice Rentals - per hour - Prime Time -Youth	135.35	138.40	Add
- Ice Rentals - per hour - Prime Time - Organized	115.56	118.16	Add
- Ice Rentals - per hour - Prime Time - Tournament	85.74	87.67	Add
- Ice Rentals - per hour - School Board	85.74	87.67	Add
- Ice Rentals - per hour - Non Ice (Lacrosse)	53.89	55.10	Add
- Ice Rentals - per hour - Non Prime Time - Winter -Adult	85.74	87.67	Add
- Ice Rentals - per hour - Non Prime Time - Adult - Summer	124.41	127.21	Add
- Ice Rentals - per hour - Non Prime Time -Youth - Winter	85.74	87.67	Add
- Ice Rentals - per hour - Non Prime Time -Youth - Summer	102.43	104.73	Add
-Ice Rentals - per hour - Individual Training up to 3 skaters	41.62	42.56	Add
-Essar Centre Angelo Bumbacco Room-Full Day	265.30	271.27	Add
-Essar Centre Angelo Bumbacco Room-1/2 Day or 1/2 room	159.18	162.76	Add
-Essar Centre Multi Purpose Room 1/2 Day	53.06	54.25	Add
-Essar Centre Multi Purpose Room Full Day	106.12	108.51	Add
ARENA FEES (continued)			
- Ice Skating - Admission - Adult	3.25	3.32	Add
- Ice Skating - Admission - Student	2.53	2.66	Add
- Ice Skating - Admission - Senior	2.53	2.66	Add
- Ice Skating - Admission - Child	2.25	2.43	Add
- Rental of McMeeken or Rhodes Centre -each pad / per day	939.17	960.30	Add
POOL FEES			
- Public Swim Admission - Adult Aquatics	4.34	4.44	Add
- Public Swim Admission - Senior Aquabics	3.25	3.32	Add
- Public Swim Admission - Adult	4.34	4.44	Add
- Public Swim Admission - Child / Senior	2.85	2.91	Add
- Public Swim Admission - Family	10.83	11.07	Add
- Pool Rental - per hour - Competitive Teams	48.27	49.36	Add
- Pool Rental - per hour - School Boards - includes 3 instructors	98.67	100.89	Add
- Pool Rental - per hour - Public - includes lifeguards	107.25	109.66	Add
- Public Lessons - per lesson + surcharge	7.32	7.48	Add
- Swim Meet - Special Rate (per hour) plus expenses	37.54	38.38	Add
- John Rhodes meeting room rental up to 3 hours plus expenses	38.56	39.43	Add
- John Rhodes meeting room rental daily rates plus expenses	110.36	112.84	Add
NORTHERN COMMUNITY CENTRE			
-Single Turf Field Rental Per Hour-Prime Time	122.40	122.40	Add

Services Offered	2016 Current Fee	2017 Proposed Fee	GST/HST Included or Added
-Single Turf Field Rental Per Hour-Non-Prime Time	76.50	76.50	Add
RENTALS			
- Rental Gymnastics Club - Rhodes Centre - per month			
- Rental Restaurant - Rhodes Centre - per month			
- Rental Pro Shop - Rhodes Centre - per month			
The above Rentals are governed by Agreements approved by Council.			
ATHLETIC FIELDS			
- Slowpitch Fields - Adult per diamond per evening	60.84	62.21	Add
- Youth Ball - per diamond per evening	30.42	31.10	Add
- Slowpitch (Ball) Fields - Tournaments per Diamond per Day	39.02	39.90	Add
- Sault Amateur Soccer Association - Adult per field per night	60.84	62.21	Add
- Sault Youth Soccer Association - per field per night	30.24	30.92	Add
- Soccer Tournaments - per field per day	39.02	39.90	Add
-Cricket - per field per day	39.02	39.90	Add
- High School Soccer - per field per day	30.42	31.10	Add
- High School Soccer Tournament- per field per day	39.02	39.90	Add
- Steeler Football - per game	486.90	497.86	Add
-Touch Football-Rocky DiPietro Field per day	243.47	248.95	Add
- Touch Football - fee for Queen E., B Field perevening/day	30.40	31.08	Add
- High School; Football - per game	355.55	363.55	Add
- Dressing Room Rental per event	30.42	31.10	Add
- Public Address System - per event	30.42	31.10	Add
- Beer Garden - per event per day	30.42	31.10	Add
- Sabercats Football - per game	243.53	249.01	Add
- Soo Minor Football - per evening (practice)	30.42	31.10	Add
- Soo Minor Football - per day game fee (QE "B")	121.69	124.43	Add
- Soo Minor Football - fee for Rocky DiPietro Field per day	243.47	248.95	Add
- Speed Skating Club - per competition	608.63	622.32	Add
- Special Event Booking - Event more than 500 people	591.24	604.54	Add
- Special Event Booking - Event more than 200 people	295.60	302.25	Add
- Special Event - Garbage Pick-up and Recycling	225.27	230.34	Add
-Ultimate Frisbee - per field per night	30.42	31.10	Add
-Sport field lining - special request	289.78	296.30	Add
Soccer - Rocky D Fall per weeknight per game	60.84	62.21	Add
Soccer - Rocky D Fall per day for weekend usage	243.47	248.95	Add
Soccer Queen E. Mini Complex League Play per night	60.84	62.21	Add
Soccer Queen E. Mini Complex Weekend Tournament	121.69	124.43	Add
BELLEVUE PARK			
- Facility Booking - per booking	30.42	31.10	Add
- Special Event Booking - Event more than 250 people	579.23	592.26	Add
- Special Event Booking - Event less than 250 people	289.79	296.31	Add

Services Offered	2016 Current Fee	2017 Proposed Fee	GST/HST Included or Added
HISTORIC SITES BOARD			
ADMISSIONS:			
Admission - Adult	12.00	12.00	included
Admission - Senior / child / student	10.00	10.00	included
Admission - Children 5 & under	free	free	
Admission - Family	25.00	25.00	included
Admission - Adult Group Rate (10 or more)	10.00	10.00	included
Admission - Senior Group Rate (10 or more)	8.00	8.00	included
Punch Cards: for Fridays by the Fire, Teas, Admissions (5 visits)		45.00	included
EDUCATIONAL TOURS:			
1 hour tours	3.00	3.00	exempt
1.5 hour tours	4.00	4.00	exempt
2 hour tours	5.00	5.00	exempt
3 hour tours (lunch included)	10.00	10.00	exempt
After hours - Brownies / Scouts	8.00	8.00	exempt
Workshops - fee (+supplies)	15.00	15.00	Add
Outreach programs (minimum 2 hour fee)	30.00	50.00	exempt
EVENTS:			
Bracelet Days - Adults	8.00	8.00	included
Bracelet Days - youth	5.00	5.00	included
Heritage Tea (desserts & tea)	10.00	10.00	add
Heritage Fridays by the Fire (soup, biscuit, desserts, beverage)	12.00	12.00	included
Heritage High Tea (fancy sandwiches & desserts, beverage)	15.00	15.00	add
Heritage Culinary Lunch (soup, main, dessert, beverage)	18.00	18.00	included
Heritage Culinary Dinner (apps, soup, main, dessert, bev & demo)	34.00	35.00	included
Heritage Dinner Group of 7 menu, theatrical, & program	40.00	45.00	add
Evening in the Summer Kitchen	55.00	55.00	included
Birthday Parties (up to 10 people) (hearth baking, games, craft)	125.00	125.00	included
extra attendees for Birthday Party	10.00	10.00	included
RESEARCH FEES:			
Individual research fee - daily	25.00	25.00	add
Yearly research fee	100.00	100.00	add
Reproduction fees, photocopying	0.50	0.50	add
Reproduction fees, digital for exhibit or education (for each)	25.00	25.00	add
Reproduction fees, digital for other uses (following copyright laws)	100.00	100.00	add
SITE USE:			
Summer Kitchen / Theatre only / Grounds (rental of a space)			
basic rental - Not for Profit - 1/2 day	200.00	200.00	add
basic rental - Not for Profit - 8 hour day	300.00	300.00	add
Basic rental - commercial 1/2 day	300.00	300.00	add
Basic rental - commercial - up to 8 hours	500.00	500.00	add

Services Offered	2016 Current Fee	2017 Proposed Fee	GST/HST Included or Added
Wedding ceremony & / or Photographs	200.00	200.00	add
Basic rental Film Crew - Hourly (must pay min. 3 hrs)	300.00	500.00	add
** This is for Complete Site Rental - HOURLY ****			
Supervisory Fees - hourly for after hours	25.00	30.00	add
Theatre rental added to Historic Culinary (lunch or dinner)			
Non profit		100.00	add
Commercial		200.00	add
ADDITIONAL FEES:			
Non refundable deposit on Site Rentals, Events, Weddings, etc.		50.00	add
Non refundable deposit for Commercial bookings, i.e. film co.		250.00	add
** this is applicable to total invoice**			
Cleaning Fees		50.00	add
Tables - per table (after the original 36 on site)		4.50	add
Chairs - per chair (after what is available on site)		0.55	add
Waste Disposal		100.00	add
AV equipment		50.00	add
Security fees - once tents are set up on lawn (hourly)		20.00	add
Auxillary Kitchen for caterer		100.00	add
DAMAGE fees will apply depending on damage to the Site and cost of repair.			
Refreshments:			
Coffee, Tea, Water & all condiments (cream & stir)		5.00	add
Coffee Big Urn 50 cup		20.00	add
Coffee Big Urn 100 cup		40.00	add
Coffee, Muffins & Fruit - only for meetings booked - per person		8.00	add

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - By-law - 2016 -180 - Schedule "C"
ENGINEERING DEPARTMENT

<i>Services Offered</i>	<i>2016 Current Fee</i>	<i>2017 Proposed Fee</i>	<i>GST/HST Included or Added</i>
SEWER CONNECTIONS			
- 100 mm diameter lateral per connection	\$3,870.00	\$3,870.00	Exempt
- 150 mm diameter lateral per connection	\$4,190.00	\$4,190.00	Exempt
- Additional Connection Charges		\$2,000.00	
- Class A Pavement - Additional Charge	\$1,990.00	\$1,990.00	Exempt
- Class B Pavement or Surface Treatment- Additional Charge	\$1,620.00	\$1,620.00	Exempt
- Curb and Gutter - Additional Charge	\$1,130.00	\$1,130.00	Exempt
- Concrete Sidewalk - Additional Charge	\$1,380.00	\$1,380.00	Exempt
- Oversized Excavation for Separate Utilities		\$2,000.00	
- Class A Pavement for Separate Utilities - Additional Charge		\$1,000.00	
- Class B Pavement for Separate Utilities - Additional Charge		\$800.00	
- Curb and Gutter for Separate Utilities- Additional Charge		\$650.00	
- Concrete Sidewalk for Separate Utilities - Additional Charge		\$800.00	
- CCTV Mainline Sewer Inspection	\$185.00 / hour	\$185.00 / hour	Inc
CULVERTS			
- Single Driveway	\$1405.00/ Driveway	\$1405.00/ Driveway	Exempt
- Double Entrance Driveway	\$2735.00 / Driveway	\$2735.00 / Driveway	Exempt
<i>Additional Charges</i>			
- Culvert Couplings	\$ 70.00 / coupling	\$ 70.00 / coupling	Inc
- Additional Culvert length	\$240.00/ meter	\$240.00/ meter	Inc
DIGITAL DATA FEES			
- Info Light (Vector) customized to user needs	100.00	100.00	Inc
- Full data Extract	250.00	250.00	Inc
- Raster Image	125.00	125.00	Inc
- Customized Hardcopy/pdf Mapping Products - 11" x 17"	25.00	25.00	Inc
- Customized Hardcopy/pdf Mapping Products - large format	50	50.00	Inc
- Plan and Profile Drawings	\$10/sheet	\$10/sheet	Inc
- Lawyer Requests for Sanitary/Lateral Services	\$25	\$25	Inc

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - By-law - 2016 -180 - Schedule "D"
PLANNING DEPARTMENT

<i>Services Offered</i>	<i>2016 Current Fee</i>	<i>2017 Proposed Fee</i>	<i>GST/HST Included or Added</i>
REZONING FEES			
- Sale of City Official Plan	\$ 35.00 / plan	\$ 35.00 / plan	Exempt
- Official Plan Amendment	\$2050 / amend	\$2100 / amend	Exempt
- Rezoning Application Fee	\$ 2050 / app	\$ 2100 / app	Exempt
- Combined Official Plan & Rezoning Application	\$ 3100 / app	\$ 3200 / app	Exempt
- Subdivision Approval Fee	\$ 3600 / app	\$ 4000 / app	Exempt
- Condominium Approval Fee	\$ 3100 / app	\$ 3100 / app	Exempt
- Site Plan Review (Development Control)	\$ 850 / app	\$ 850 / app	Exempt
- Signs - Minor Amendment	\$ 325 / sign	\$ 325 / sign	Exempt
- Deferred Application	\$ 75.00 / app	\$ 75.00 / app	Exempt
- Deferred Application if new Notice is Required	\$300 / app	\$300 / app	Exempt
- Preparation of a Subdivision Agreement	\$3100 / app	\$4000 / app	Exempt
- Staff Attendance at OMB Hearings **	\$510/hearing day	\$510/hearing day	Exempt
- Telecommunication Tower Review	\$ 500 / review	\$ 500 / review	Exempt
COMMITTEE OF ADJUSTMENT FEES			
- Minor Variance Application (Single Unit Residential)	\$ 400.00 / app	\$ 500.00 / app	Exempt
- Minor Variance Application (Multiple Unit <5 RA /R1 Zone)	\$ 600.00 / app	\$ 700.00 / app	Exempt
- All Other Zones	\$ 600.00 / app	\$ 800.00 / app	Exempt
- Fence in All Zones	-	\$ 400.00 / app	Exempt
- After the Fact Variance	-	1.5 X the Regular Fee	Exempt
- Deferred Minor Variance Application	50.00 / app	75.00 / app	Exempt
- Consent Application (Lot Addition)	\$ 600.00 / app	\$ 700.00 / app	Exempt
- Consent Application (New Lot Creation)	\$600 + \$300 /lot/app	\$600 + \$400 + \$300 for easment /lot/app	Exempt
- Final Consent Application	\$ 150.00 / deed	\$ 200.00 / deed	Exempt
- Deferred Application Fee - No New Notice	75.00 / app	75.00 / app	Exempt
- Deferred Application Fee if New Notice Required	1/2 App Fee	1/2 App Fee	Exempt
- Property Standards Appeal Fee	\$ 200.00 / app	\$ 200.00 / app	Exempt
- Records Retrieval/Decision Search	-	75.00	Add
- Special Hearing	-	\$500 + Application Fee	Exempt
- Appeal (Minister of Finance)	-	300.00	Exempt
- Appeal (Sault Ste Marie)	-	150.00	Add

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - By-law - 2016 -180 - Schedule "E"

BUILDING SERVICES DEPARTMENT

<i>Services Offered</i>	<i>2016 Current Fee</i>	<i>2017 Proposed Fee</i>	<i>GST/HST Included or Added</i>
BUILDING / BYLAW ENFORCEMENT			
-Building/Property Clean-up Administration fee	15% of cost	15% of cost	Add
New Construction / Alterations and Renovations			
Group A – (assembly occupancies)			
School, churches – New Construction		29.19	Exempt
Restaurants – New Construction		29.19	Exempt
All other assembly – New Construction		29.19	Exempt
Alterations and Renovations (includes decks & roof structures)		8.06	Exempt
Air supported structure		8.06	Exempt
Emergency lighting		\$315.00 ff per Storey	Exempt
Fire alarms		\$315.00 ff per Storey	Exempt
Parking garage repairs		5.57	Exempt
Portable classrooms foundations		8.06	Exempt
Residing, re-roofing		0.97	Exempt
Sprinkler, standpipes		\$315.00 ff plus \$0.52 / m2	Exempt
Tents - less than 225m2		113.40	Exempt
Tents - greater than 225m2		378 ff	Exempt
Window / Door replacement		\$4.51 / opening + \$113.40 ff	Exempt
Group B - (institutional occupancies)			
All types – New Construction		29.19	Exempt
Alterations and Renovations (includes decks & roof structures)		8.06	Exempt
Emergency lighting		\$315.00 ff per Storey	Exempt
Fire alarms		\$315.00 ff per Storey	Exempt
Parking garage repairs		\$5.57	Exempt
Residing, re-roofing		\$0.97	Exempt
Sprinkler, standpipes		\$315.00 ff plus \$0.52 / m2	Exempt
Window / Door replacement		\$4.51 / opening + \$113.40 ff	Exempt
Group C – (residential occupancies)			
Single Dwelling (SFD, townhouse, semi, duplex) – New Construction		\$24.03	Exempt
Single Dwelling Modular Units – New Construction		\$20.97	Exempt
All other multiple units – New Construction		\$19.35	Exempt
Hotels, motels – New Construction		25.80	Exempt
Alterations and Renovations (includes decks & roof structures)		6.45	Exempt
Balcony repairs		\$113.40 ff + \$8.06 / unit	Exempt
Basement finishing		5.72	Exempt
Basement new under existing dwelling		6.45	Exempt
Canopy, carport		\$11.93	Exempt
Emergency lighting		\$315.00 ff per Storey	Exempt
Fire alarms		\$315.00 ff per Storey	Exempt
Foundation water / damp proofing & tile, pools, fencing, residing, re-roofing, decks		\$113.40 ff	Exempt
Attached garage and accessory buildings		5.72	Exempt
Detached garage		5.72	Exempt
Shed < 25 m2		\$113.40 ff	Exempt
Sprinkler, standpipes		\$315.00 ff plus \$0.52 / m2	Exempt
Window / Door replacement		\$4.51 / opening + \$113.40 ff	Exempt
Group D – (business & personal services occupancies)			
Offices and all others – shell only – New Construction		22.18	Exempt
Interior tenant finishing – New Construction		6.05	Exempt
Alterations and Renovations (includes decks & roof structures)		6.45	Exempt
Emergency lighting		\$315.00 ff per Storey	Exempt
Fire alarms		\$315.00 ff per Storey	Exempt
Parking garage repairs		5.56	Exempt
Residing, re-roofing		0.97	Exempt
Sprinkler, standpipes		\$315.00 ff plus \$0.52 / m2	Exempt
Window / Door replacement		\$4.51 / opening + \$113.40 ff	Exempt

Services Offered	2016 Current Fee	2017 Proposed Fee	GST/HST Included or Added
Group E – (mercantile occupancies)			
Retail store shell, department store, supermarkets, all other Group E – New Construction		16.64	Exempt
Interior tenant finishing		6.05	Exempt
Alterations and Renovations (includes decks & roof structures)	6.45	Exempt	
Emergency lighting		\$315.00 ff per Storey	Exempt
Fire alarms		\$315.00 ff per Storey	Exempt
Parking garage repairs		5.57	Exempt
Residing, re-roofing		0.95	Exempt
Sprinkler, standpipes		\$315.00 ff plus \$0.52 / m2	Exempt
Window / Door replacement		\$4.51 / opening + \$113.40 ff	Exempt
Group F – (industries occupancies)			
Industrial building shell less than 7500 m2 – New Construction		12.90	Exempt
Industrial building shell greater than 7500 m2 – New Construction		10.48	Exempt
Parking garage – New Construction		8.30	Exempt
All other F occupancies – New Construction		12.90	Exempt
Interior tenant finishing		6.05	Exempt
Alterations and Renovations (includes decks & roof structures)	6.45	Exempt	
Emergency lighting		\$315.00 ff per Storey	Exempt
Fire alarms		\$315.00 ff per Storey	Exempt
Farm buildings		5.56	Exempt
Industrial Equipment Foundations		1% of construction value	Exempt
Parking garage repairs		5.57	Exempt
Residing, re-roofing		0.97	Exempt
Sprinkler, standpipes		\$315.00 ff plus \$0.52 / m2	Exempt
Window / Door replacement		\$4.51 / opening + \$113.40 ff	Exempt
Demolition			
Group C – Single Family Dwelling 55 m2 or less		120.96 ff	Exempt
All others		241.92 ff	Exempt
Designated Structures OBC Subsection 1.3.1.1.			
Crane runway		\$911.23 ff / structure	Exempt
Exterior tanks		\$911.23 ff / structure	Exempt
Outdoor pool and spa		30.32	Exempt
Wind power towers		\$911.23 ff / structure	Exempt
All other structures		\$419.33 ff / structure	Exempt
Standalone Mechanical			
New ductwork or piping		\$18.65 per diffuser, radiator, or unit	Exempt
Group C residential Single Family Dwelling (unit and ductwork)		\$177.41 ff	Exempt
New unit		\$177.41 / unit	Exempt
Special mechanical system (exhaust hoods, solar panels etc.)		\$379.00 ff	Exempt
Plumbing & drainage		\$17.41 / fixture	Exempt
Sewer installation & capping (single residential unit)		\$113.40 ff	Exempt
Site services (water, sewer servicing for all other buildings) \$		\$379.00 ff	Exempt
Additional Charges			
Occupancy permit		\$19.35 ff / unit	Exempt
Conditional permit		10% of applicable building permit fees (\$182.70 ff minimum)	Exempt
Change of use permit		387.07 ff	Exempt
Permit renewal/transfer		197.40 ff	Exempt
Moving permit		113.40 ff	Exempt
Re-inspection		113.40 ff	Exempt
Sign permit (as regulated by Sign By-Law 2005-166)		113.40 ff each	Exempt
Portable signs			
2 years		96.77 ff	Exempt
30 days		16.13 ff	Exempt
Sign renewal		24.19 ff	Exempt
Culvert as determined by Pubic Works & Transportation Dept			
Curb or sidewalk depression		40.32 ff	Exempt
Certificate of zoning conformity Single Family Dwelling		\$48.38 ff + HST (\$54.67)	Add
Certificate of zoning conformity Other		\$96.77 ff +HST (\$109.35)	Add
File Inquiry and plans inquiry Single Family Dwelling		\$48.38/SFD + HST (\$54.67)	Add
Other		\$96.77/others + HST (\$109.35)	Add
Annual Fee		\$806.40/Year + HST (\$806.40)	Add
Removal of work order (By-Law)		\$169.34 ff	Exempt
Work order appeal (By-Law)		\$169.34 ff	Exempt
Removal of Order (Building Code)		\$169.34 ff	Exempt
Liquor License Application		\$96.77 ff +HST (\$109.35)	Add
Alternative Solution Proposal (per application)		\$630.00 ff	Exempt

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2016 -180 - Schedule "F"

FINANCE DEPARTMENT

<i>Services Offered</i>	<i>2016 Current Fee</i>	<i>2017 Proposed Fee</i>	<i>GST/HST Included or Added</i>
LOTTERY LICENCES			
- Raffle under \$ 50,000 value	\$ 10.00 or 1 % of the	\$ 10.00 or 1 % of the	Exempt
	Prize Value	Prize Value	
- Raffle over \$ 50,000 value	to Province	to Province	Exempt
- Bingo - prize under \$ 5,500	\$ 10.00 or 1 % of the	\$ 10.00 or 1 % of the	Exempt
- Bingo - prize over \$ 5,500	to Province	to Province	Exempt
- Bazaar (Maximum 3 wheels)	\$ 10.00 / wheel	\$ 10.00 / wheel	Exempt
- Nevada Tickets	3% of Prize Value	3% of Prize Value	Exempt
GENERAL LICENCES			
- Pawnbroker (Annual)	\$250.00	\$250.00	Exempt
- Peddler - Resident Produce, Daily (Annual)	\$250.00	\$250.00	Exempt
- Plumber - Master	\$20.00	\$20.00	Exempt
- Adult Entertainment Parlour - Owner / Operator - Annual	\$2,000.00	\$2,000.00	Exempt
- Adult Entertainment Parlour - Owner - Annual	\$2,000.00	\$2,000.00	Exempt
- Adult Entertainment Parlour - Operator - Annual	\$2,000.00	\$2,000.00	Exempt
- Adult Entertainment Parlour - Burlesque Attendant - Annual	\$75.00	\$75.00	Exempt
- Amusement Arcade (Annual)	\$250.00	\$250.00	Exempt
- Food Vending	\$225.00	\$225.00	Exempt
NOTE : Licence Fees for Taxis, Limousines etc are Governed by Police Services By-law 154 but Administered by the			
Tax & Licence Division.			
PENALTIES & INTEREST ON TAXES			
- On the First Day after the due date	1.25 % / month	1.25 % / month	None
- On the First day of each month that the Taxes remain unpaid			
- On January 1st of the following year and each month thereafter			
LIBRARY ACCOUNTING FEES			
- Accounting / Data Processing Fees - Library Board	10,915.00	10,915.00	Exempt
DSSAB ACCOUNTING SERVICES			
- Accounting Services - District Social Services Admin Board	18,720.00	18,720.00	Added
INTEREST - ACCOUNTS RECEIVABLE			
- On all accounts more than 30 days old	1.25 % / month	1.25 % / month	None
TAX CERTIFICATES			
- Tax Certificate (Certified Statement of Tax Account Status)	\$60.00	\$60.00	None
TAX ACCOUNT TITLE SEARCHES			
-Title searches for property in arrears	n/a	\$50.00	None
PAYROLL GARNISHEE			
- Fee for Garnishee of payroll Cheque per pay per cheque	\$10.00	\$10.00	None

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2016 -180 - Schedule "F"
FINANCE DEPARTMENT

<i>Services Offered</i>	<i>2016 Current Fee</i>	<i>2017 Proposed Fee</i>	<i>GST/HST Included or Added</i>
NSF CHEQUE FEE			
- Fee for a cheque being returned per cheque	\$35.00	\$35.00	None

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2016 - 180 - Schedule "G"
FIRE SERVICES

<i>Services Offered</i>	<i>2016 Proposed Fee</i>	<i>2017 Proposed Fee</i>	<i>GST/HST Included or Added</i>
FIRE ALARM SYSTEM			
- Installation / Hook up Charge	N/A	N/A	Add
- Annual Surveillance Fee	N/A	N/A	Add
INSPECTION CHARGES			
- File Search - Residential Property	63.24	63.24	Add
- File Search - Commercial Property	63.24	63.24	Add
- Field Inspection (Minimum charge of 1 hour)	N/A	N/A	Add
- Property Resale Inspection	110.16	110.16	Add
- Daycare Licensing Inspection	110.16	110.16	Add
AIR BOTTLE REFILLS			
- Refill per bottle	7.00	7.00	inc
TRAINING			
- Fire Extinguisher Training (30 person maximum)	108.00	108.00	Add
BURNING PERMITS			
- New (First) Burning Permit - Valid for 3 years	75.00	75.00	No
- Burning Permit - Renewal 4 ytr	60.00	60.00	No
- Burning Permit - Annual	30.00	30.00	No

CORPORATION OF THE CITY OF SAULT STE. MARIE
USER FEE & SERVICE CHARGES - BY-LAW 2016-180 Schedule "H"
LEGAL DEPARTMENT

<i>Services Offered</i>	<i>2016 Current Fee</i>	<i>2017 Proposed Fee</i>	<i>GST/HST Included or Added</i>
RENTAL AGREEMENTS COVERED BY SPECIFIC BY-LAWS			
Lyon's Building Centre (LYONS AVE & WELLINGTON) (L-14)	\$ 85.00 / month	\$ 85.00 / month	Add
STEELTON SENIOR CENTRE (no Rent - July & August) (L-203)	\$ 400.00 / month	\$ 400.00 / month	Add
GREAT LAKES POWER - PEOPLES ROAD (L-253)	\$ 200.00 / annual	\$ 200.00 / annual	Add
Part 65 OLD GARDEN RIVER ROAD (Sault Area Hospital) (L-322)	\$75,369 annual	\$75,369 annual	Add
Bell Mobility CATHCART St - WEST STREET (LE-67)	\$ 5,500 annual	\$ 5,500 annual	Add
Bell Mobility Part 57 DesChenes Dr (AG131)	\$ 5,000 annual	\$ 5,000 annual	Add
Bell Mobility-Site W3952 - Essar Centre (AG145)	\$ 3,500 annual	\$ 3,500 annual	Add
Superior 7 Signs - 331 QUEEN ST E (L-317)	\$ 900.00 annual	\$ 900.00 annual	Add
Algo Signs - 723 Great Northern Road (2 signs) (L-283)	\$2,400.00 annual	\$2,400.00 annual	Add
Hopital Regional de Sudbury Regional Hospital (Part 65 Old Garden River Rd) (L-328)	\$5,850.00 annual	\$5,850.00 annual	included
Ministry of Health - 540 Albert Street (LE-41)	\$9,533.57/month	\$9,533.57/month	included
Superior 7 Advertising Ltd. - Sign - Lake Street (L-286)	\$950.00 annual	\$950.00 annual	Add
Sault Ste. Marie Model Aircraft Radio Control Club (L-326)	\$400.00 annual	\$400.00 annual	Add
Sault Ste. Marie Aquatic Club (L-230)	\$100.00 monthly	\$100.00 monthly	Add
Algoma Sailing Club (L-122)	\$100 / annual	\$100 / annual	Add
Rogers - 363 Second Line West (at Third Avenue) (L-334)	\$700.00 monthly	\$700.00 monthly	Add
Algoma Public Health Unit (LE-84)	\$10.00/year	\$10.00/year	Add
POA Rent-Civic Centre	\$63,575 annual	\$63,575 annual	Add
S&T Electrical Contractors (LE-39)	\$200.00 / month	\$200.00 / month	Add
Barbisan Roofing Inc	\$500/annual	\$500/annual	Add
2463279 Ontario o/a Centro Sports Bar & Restaurant (AG152)	\$2,184.34 plus 6% gross revenue monthly	\$2,184.34 plus 6% gross revenue monthly	Add
Kevin Belsito	\$500	\$500	Add
Rogers Communications Inc. 638 Cathcart	\$700.00/month	\$700.00/month	Add
ANNUAL ENCROACHMENTS			
Nystedt, Dennis - 274 North Street	\$25.00/annual	\$25.00/annual	Add
Lyon's Building - 625 Queen Street East	\$25.00/annual	\$25.00/annual	Add
Cambrian Nissan - 460-468 Pim Street	\$25.00/annual	\$25.00/annual	Add
Flormor Automotive - 53,59 Great Northern Road & 7 Champlain	\$25.00/annual	\$25.00/annual	add
CIVIC CENTRE - MEETING ROOMS (Full Day)			
Council Chambers	\$265	\$265	
Russ Ramsay Board Room	\$106	\$106	
Biggings Meeting Room	\$106	\$106	
Thompson Meeting Room	\$106	\$106	
Plummer Meeting Room	\$53	\$53	
Korah Meeting Room	\$53	\$53	
Tarentorus Meeting Room	\$53	\$53	
Steelton Meeting Room	\$53	\$53	

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2016-180 - Schedule "I"

PUBLIC WORKS & TRANSPORTATION DEPARTMENT

<i>Services Offered</i>		<i>2016 Current Fee</i>		<i>2017 Proposed Fee</i>	<i>GST/HST Included or Added</i>
TRANSIT CASH FARES					
- Adults		\$2.50		\$2.75	Exempt
- Students		N/A		N/A	Exempt
- Seniors		\$2.50		\$2.75	Exempt
- Children (Youth)		\$2.50		\$2.75	Exempt
TRANSIT BUS PASSES					
- Monthly Pass - Adult		\$60.00		\$65.00	Exempt
- Monthly Pass - School Board		\$40.00		\$44.00	Exempt
- Monthly Pass - Senior		\$50.00		\$55.00	Exempt
- Monthly Pass - Child (Youth)		\$25.00		\$27.50	Exempt
- Punch Pass - 20 Rides		\$40.00		\$44.00	Exempt
- Senior Multi 6 Ride Pass (60 years and over)		\$7.80		\$8.60	Exempt
- Senior Multi 12 Ride Pass (60 years and over)		\$15.60		\$17.15	Exempt
- Community Living Algoma		\$46.00		\$51.00	Exempt
- Single Bus Pass		\$2.50		\$2.75	Exempt
- Semester Pass (one semester)		\$160.00		\$176.00	Exempt
TRANSIT PHOTO I.D. CARD		\$5.00/card		\$5.00/card	Exempt
TRANSIT CHARTERS - LOCAL					
- Weekdays per hour (minimum 2 hour)		\$125.00/hr		\$150.00	Add
- Sundays per hour (minimum 2 hour)		\$135.00/hr		\$150.00	Add
- Statutory Holidays per hour (minimum 1 hour)		\$150.00/hr		\$165.00	Add
TRANSIT BUS ADVERTISING					
- Governed by Agreement					
COMMUNITY BUS CASH FARES					
- Cash Fare		\$2.50		\$2.75	Exempt
- Punch Pass - 20 Rides		\$40.00		\$44.00	Exempt
PARA BUS FARES					
- Cash Fare		\$2.50		\$2.75	Exempt
- Ambulatory Cash Fare		\$2.50		\$2.75	Exempt
- Attendant Cash Fare		\$2.50		\$2.75	Exempt
- 40 Ride Pass		\$70.00		\$77.00	Exempt
- 10 Ride - Ambulatory Pass		N.A.		N.A.	
- 20 Ride - Ambulatory Pass		N.A.		N.A.	
- 40 Ride - Ambulatory Pass		N.A.		N.A.	
MISCELLANEOUS TRANSIT SHOP SALES					
- Labour		95.00		95.00	Add
- Bus Parking		\$ 20.00 / day		\$ 20.00 / day	Add
- Bus Parking - Monthly		\$ 225.00 / month		\$ 225.00 / month	Add
- Bus Wash		N/A		N/A	Add
- Bus Wash - by Hand		N/A		N/A	Add
- Bus - Mop and Sweep		N/A		N/A	Add
- Bus Vacuum		N/A		N/A	Add
- Battery Charge		N/A		N/A	Add
- Service Call - Regular Hours -		95.00		95.00	Add
- Service Call - After Hours -		\$130.00/ hr		\$130.00/ hr	Add
- Service Calls - Cost per kilometer -		\$ 0.45 / km		\$ 0.45 / km	Add

Services Offered		2016 Current Fee		2017 Proposed Fee	GST/HST Included or Added
SEWER RODDING					
- Calls during regular Hours		\$145.00		\$145.00	Add
- Calls outside regular Hours		\$290.00		\$290.00	Add
- CCTV Lateral Inspection		\$185.00 / hour		\$185.00 / hour	Inc
- CCTV Mainline Sewer Inspection		\$175.00		\$175.00	Add
LANDFILL FEES (established by by-law 2003-140)					
- Tipping Fee per tonne		70.00		70.00	No
- Gate Fee		10.00		10.00	No
- Out of town (Prince/Rankin) Tipping Fee per tonne		70.00		70.00	No
- Asbestos per bag following MOE Regulations (up to 4 bags)		50.00		50.00	No
- Asbestos bulk load - MOE Regulations per tonne after 4 bags		200.00		200.00	No
- Bio-Medical Waste per tonne per MOE Guideline		200.00		200.00	No
- Refrigerator/Freezer Disposal (untagged)		25.00		25.00	No
- Non Hazardous Industrial Solid Waste (for cover material)		35.00		35.00	No
- Non Hazardous Industrial Solid Waste (Non Useable)		70.00		70.00	No
-Residential pick up excess bag tag		2.00		2.00	No
PARKING METERS					
- Queenstown Area per hour		1.00		1.25	Included
- City Centre Area per hour		0.50		1.25	Included
HOODING OF PARKING METERS					
- Single Meter per day		4.00		4.00	Included
- Double Meter per day		8.00		8.00	Included
PARKING LOTS					
- Rental - Monthly		40.00		44.00	Included
- Yearly Rate - Non Refundable		411.00		4,525.00	Included
- Daily Rate		3.00		5.00	Included
CEMETERY					
Lots					
Adult					
1 grave lot – minimum 3.5' x 10.0'					
Land	\$459.00		\$459.00		
Care and maintenance	\$306.00	\$765.00	\$306.00	\$765.00	Added
2 grave lot – minimum 2.0' x 10.0'					
Land	\$918.00		\$918.00		
Care and maintenance	\$612.00	\$1,530.00	\$612.00	\$1,530.00	Added
Child (5 years – 10 years)					
Land					
Care and maintenance		\$329.00		\$329.00	Added
Infant (under 5 years)					
Land					
Care and maintenance		\$150.00		\$150.00	Added
Care and maintenance fund – lots on which care and maintenance charges have not been paid. This only pertains to lots purchased prior to January 1, 1955. This is a one-time charge (per lot).		\$250.00		\$250.00	Added
Cremation Lots (Urn Garden)					
1 grave lot – .6m x .6m					
Land	\$70.00		\$70.00		
Care and maintenance	\$150.00	\$220.00	\$150.00	\$220.00	Added

<i>Services Offered</i>		2016 Current Fee		2017 Proposed Fee	GST/HST Included or Added
2 grave lot (.6m x 1.2m)					
Land	\$140.00		\$140.00		
Care and maintenance	\$300.00	\$440.00	\$300.00	\$440.00	Added
Cremorial Wall Niches					
Rows 1 to 4					
single 10.16 cm x 20.36 cm front					
Care and maintenance		\$693.00		\$693.00	Added
Rows 5&6					
single 10.16 cm x 20.36 cm front					
Care and maintenance		\$636.00		\$636.00	Added
Rows 7&8					
single 10.16 cm x 20.36 cm front					
Care and maintenance		\$536.00		\$536.00	Added
Urn Garden Columbarium "GC"					
Section A-B-C-D-E-F-G-H-I-J-K					
Companion niches					
Care and maintenance		\$1,481.00		\$1,481.00	Added
Single niches					
Care and maintenance		\$893.00		\$893.00	Added
Urn Garden Columbarium "GC"					
Section L					
Companion niches					
Care and maintenance		\$1,646.00		\$1,646.00	Added
Single niches					
Care and maintenance		\$999.00		\$999.00	Added
Urn Garden Columbarium "GC" (New)					
Section M					
Companion niches					
Care and maintenance		\$1,646.00		\$1,646.00	Added
Single niches					
Care and maintenance		\$999.00		\$999.00	Added
Urn Garden Columbarium "HC"					
Section O-P-Q-R					
Companion niches					
Care and maintenance		\$1,570.00		\$1,570.00	Added
Single niches					
Care and maintenance		\$940.00		\$940.00	Added
Urn Garden Columbarium "HC"					
Section S					
Companion niches					
Care and maintenance		\$1,646.00		\$1,646.00	Added
Single niches					
Care and maintenance		\$999.00		\$999.00	Added
Urn Garden Columbarium "GC" (New)					
Section T-U-V					
Companion niches					
Care and maintenance		\$1,646.00		\$1,646.00	Added
Single niches					
Care and maintenance		\$999.00		\$999.00	Added

<i>Services Offered</i>		2016 Current Fee		2017 Proposed Fee	GST/HST Included or Added
Wall Niches (Mausoleum Phase VII)					
Section MJ					
Single Niche					
Rows 2&7					
Care and maintenance		\$735.00		\$735.00	Added
Rows 4&5					
Care and maintenance		\$851.00		\$851.00	Added
Wall Niches (Mausoleum Phase VIII)					
Sections ML and MM					
Companion Niches					
Rows 1&8					
Care and maintenance		\$1,271.00		\$1,271.00	Added
Rows 3&6					
Care and maintenance		\$1,481.00		\$1,481.00	Added
Single Niches					
Rows 1,2,6,7 & 8					
Care and maintenance		\$777.00		\$777.00	Added
Rows 4&5					
Care and maintenance		\$893.00		\$893.00	Added
Mausoleum crypts - note: the price of a mausoleum crypt being transferred shall not exceed the original purchase price.					
Section MN					
Row 4 (single)					
Care and maintenance		\$5,912.00		\$5,912.00	Added
Section MO					
Row 1 (single)					
Care and maintenance		\$6,253.00		\$6,253.00	Added
Row 2&3 (single)					
Care and maintenance		\$7,476.00		\$7,476.00	Added
Row 4 (single)					
Care and maintenance		\$5,912.00		\$5,912.00	Added
Row 1 (companion)					
Care and maintenance		\$10,364.00		\$10,364.00	Added
Row 2&3 (companion)					
Care and maintenance		\$12,332.00		\$12,332.00	Added
Row 4 (companion)					
Care and maintenance		\$9,791.00		\$9,791.00	Added
Section MP					
Row 1 (single)					
Care and maintenance		\$6,566.00		\$6,566.00	Added
Rows 2&3 (single)					
Care and maintenance		\$7,850.00		\$7,850.00	Added
Row 4 (single)					
Care and maintenance		\$6,208.00		\$6,208.00	Added
Row 1 (companion)					
Care and maintenance		\$10,883.00		\$10,883.00	Added
Row 2&3 (companion)					
Care and maintenance		\$12,949.00		\$12,949.00	Added
Row 4 (companion)					
Care and maintenance		\$10,311.00		\$10,311.00	Added
MA – Family Units					
Section MQ					

<i>Services Offered</i>		2016 Current Fee		2017 Proposed Fee	GST/HST Included or Added
Unit 1 (6 singles)					
Care and maintenance		\$43,200.00		\$43,200.00	Added
Unit 2 (8 singles)					
Care and maintenance		\$56,000.00		\$56,000.00	Added
MA					
Section R					
Row 1 (single)					
Care and maintenance		\$6,894.00		\$6,894.00	Added
Row 2&3 (single)					
Care and maintenance		\$8,244.00		\$8,244.00	Added
Row 4 (single)					
Care and maintenance		\$6,519.00		\$6,519.00	Added
Row 1 (companion)					
Care and maintenance		\$11,427.00		\$11,427.00	Added
Row 2&3 (companion)					
Care and maintenance		\$13,597.00		\$13,597.00	Added
Row 4 (companion)					
Care and maintenance		\$10,803.00		\$10,803.00	Added
MA (new)					
Section S					
Row 1 (single)					
Care and maintenance		\$7,239.00		\$7,239.00	Added
Row 2&3 (single)					
Care and maintenance		\$8,656.00		\$8,656.00	Added
Row 4 (single)					
Care and maintenance		\$6,845.00		\$6,845.00	Added
Row 1 (companion)					
Care and maintenance		\$11,999.00		\$11,999.00	Added
Row 2&3 (companion)					
Care and maintenance		\$14,277.00		\$14,277.00	Added
Row 4 (companion)					
Care and maintenance		\$11,344.00		\$11,344.00	Added
Interment Charges					
<i>With committal service in the chapel</i>					
Adult					
single depth		\$740.00		\$740.00	Added
double depth		\$910.00		\$910.00	Added
Child under 5 years		no charge		no charge	
Child 5-10 years					
single depth		\$398.00		\$398.00	Added
double depth		\$502.00		\$502.00	Added
Cremated remains		\$167.00		\$167.00	Added
Entombment in mausoleum		\$705.00		\$705.00	Added
<i>With committal service at the gravesite</i>					
Adult					
single depth		\$950.00		\$950.00	Added
double depth		\$1,165.00		\$1,165.00	Added
Child under 5 years		no charge		no charge	
Child 5-10 years		\$601.00		\$601.00	Added
single depth		\$258.00		\$258.00	Added
double depth					
Cremated remains		\$280.00		\$280.00	Added
Cremated remains (columbarium or mausoleum niches)		\$280.00		\$280.00	Added
Entombment in mausoleum		\$907.00		\$907.00	Added

<i>Services Offered</i>	<i>2016 Current Fee</i>	<i>2017 Proposed Fee</i>	<i>GST/HST Included or Added</i>
Cremation			
Resident (at time of death)			
Adult	\$572.00	\$572.00	Added
Child under 5 years	no charge	no charge	
Child 5-10 years	\$330.00	\$330.00	Added
Non-resident (at time of death)			
Adult	\$572.00	\$572.00	Added
Child under 5 years	no charge	no charge	
Child 5-10 years	\$330.00	\$330.00	Added
Disinterment Charges			
Another gravesite in a municipal gravesite			
Adult	\$2,185.00	\$2,185.00	Added
From single depth to double depth	\$2,375.00	\$2,375.00	Added
Child under 5 years	\$601.00	\$601.00	Added
Child 5-10 years	\$1,005.00	\$1,005.00	Added
Cremated remains	\$350.00	\$350.00	Added
Niche to niche	\$185.00	\$185.00	Added
Same gravesite or removal from a municipal cemetery			
Adult	\$1,540.00	\$1,540.00	Added
From single depth to double depth			
Child under 5 years	\$335.00	\$335.00	Added
Child 5-10 years	\$676.00	\$676.00	Added
Cremated remains	\$200.00	\$200.00	Added
Niche to niche	\$185.00	\$185.00	Added
From inground burial to mausoleum	\$3,305.00	\$3,305.00	Added
Extra charge if not in concrete container	\$675.00	\$675.00	Added
Extra charge for a container and shipment of a removal from a Sault Ste. Marie cemetery to another location shall be the responsibility of			
Double depth disinterments are not permitted			
Additional Miscellaneous Charges			
Funerals arriving after 4 p.m. – for each half hour or portion thereof	\$135.00	\$135.00	Added
Saturday funerals entering the ceremony after 1 p.m. – for each half hour or portion thereof	\$135.00	\$135.00	Added
Niche plate (including installation)	\$213.00	\$213.00	Added
Removal of crypt plate or niche plate from the mausoleum for vase installation or extra engraving	\$110.00	\$110.00	Added
Removal of niche plate from the columbarium for vase installation or extra engraving	\$50.00	\$50.00	Added
Mailing of cremains			
Inside Canada (insured)	\$80.00	\$80.00	Added
to USA (insured)	\$97.00	\$97.00	Added
outside Canada or USA (insured)	\$212.00	\$212.00	Added
Removal of trees or shrubs from lots – per tree	\$44.00	\$44.00	Added
Handling of wooden shells	\$121.00	\$121.00	Added
Transfer fee	\$50.00	\$50.00	Added
Rental of temporary storage facility (per month)	\$38.10	\$38.10	Added

CORPORATION OF THE CITY OF SAULT STE. MARIE

USER FEE & SERVICE CHARGES - BY-LAW 2016-180 - Schedule "I"

PUBLIC WORKS & TRANSPORTATION DEPARTMENT

<i>Services Offered</i>		<i>2016 Current Fee</i>		<i>2017 Proposed Fee</i>	<i>GST/HST Included or Added</i>
TRANSIT CASH FARES					
- Adults		\$2.50		\$2.75	Exempt
- Students		N/A		N/A	Exempt
- Seniors		\$2.50		\$2.75	Exempt
- Children (Youth)		\$2.50		\$2.75	Exempt
TRANSIT BUS PASSES					
- Monthly Pass - Adult		\$60.00		\$65.00	Exempt
- Monthly Pass - School Board		\$40.00		\$44.00	Exempt
- Monthly Pass - Senior		\$50.00		\$55.00	Exempt
- Monthly Pass - Child (Youth)		\$25.00		\$27.50	Exempt
- Punch Pass - 20 Rides		\$40.00		\$44.00	Exempt
- Senior Multi 6 Ride Pass (60 years and over)		\$7.80		\$8.60	Exempt
- Senior Multi 12 Ride Pass (60 years and over)		\$15.60		\$17.15	Exempt
- Community Living Algoma		\$46.00		\$51.00	Exempt
- Single Bus Pass		\$2.50		\$2.75	Exempt
- Semester Pass (one semester)		\$160.00		\$176.00	Exempt
TRANSIT PHOTO I.D. CARD		\$5.00/card		\$5.00/card	Exempt
TRANSIT CHARTERS - LOCAL					
- Weekdays per hour (minimum 2 hour)		\$125.00/hr		\$150.00	Add
- Sundays per hour (minimum 2 hour)		\$135.00/hr		\$150.00	Add
- Statutory Holidays per hour (minimum 1 hour)		\$150.00/hr		\$165.00	Add
TRANSIT BUS ADVERTISING					
- Governed by Agreement					
COMMUNITY BUS CASH FARES					
- Cash Fare		\$2.50		\$2.75	Exempt
- Punch Pass - 20 Rides		\$40.00		\$44.00	Exempt
PARA BUS FARES					
- Cash Fare		\$2.50		\$2.75	Exempt
- Ambulatory Cash Fare		\$2.50		\$2.75	Exempt
- Attendant Cash Fare		\$2.50		\$2.75	Exempt
- 40 Ride Pass		\$70.00		\$77.00	Exempt
- 10 Ride - Ambulatory Pass		N.A.		N.A.	
- 20 Ride - Ambulatory Pass		N.A.		N.A.	
- 40 Ride - Ambulatory Pass		N.A.		N.A.	
MISCELLANEOUS TRANSIT SHOP SALES					
- Labour		95.00		95.00	Add
- Bus Parking		\$ 20.00 / day		\$ 20.00 / day	Add
- Bus Parking - Monthly		\$ 225.00 / month		\$ 225.00 / month	Add
- Bus Wash		N/A		N/A	Add
- Bus Wash - by Hand		N/A		N/A	Add
- Bus - Mop and Sweep		N/A		N/A	Add
- Bus Vacuum		N/A		N/A	Add
- Battery Charge		N/A		N/A	Add
- Service Call - Regular Hours -		95.00		95.00	Add
- Service Call - After Hours -		\$130.00/ hr		\$130.00/ hr	Add
- Service Calls - Cost per kilometer -		\$ 0.45 / km		\$ 0.45 / km	Add

<i>Services Offered</i>		<i>2016 Current Fee</i>		<i>2017 Proposed Fee</i>	<i>GST/HST Included or Added</i>
SEWER RODDING					
- Calls during regular Hours		\$145.00		\$145.00	Add
- Calls outside regular Hours		\$290.00		\$290.00	Add
- CCTV Lateral Inspection		\$185.00 / hour		\$185.00 / hour	Inc
- CCTV Mainline Sewer Inspection		\$175.00		\$175.00	Add
LANDFILL FEES (established by by-law 2003-140)					
- Tipping Fee per tonne		70.00		70.00	No
- Gate Fee		10.00		10.00	No
- Out of town (Prince/Rankin) Tipping Fee per tonne		70.00		70.00	No
- Asbestos per bag following MOE Regulations (up to 4 bags)		50.00		50.00	No
- Asbestos bulk load - MOE Regulations per tonne after 4 bags		200.00		200.00	No
- Bio-Medical Waste per tonne per MOE Guideline		200.00		200.00	No
- Refrigerator/Freezer Disposal (untagged)		25.00		25.00	No
- Non Hazardous Industrial Solid Waste (for cover material)		35.00		35.00	No
- Non Hazardous Industrial Solid Waste (Non Useable)		70.00		70.00	No
-Residential pick up excess bag tag		2.00		2.00	No
PARKING METERS					
- Queenstown Area per hour		1.00		1.25	Included
- City Centre Area per hour		0.50		1.25	Included
HOODING OF PARKING METERS					
- Single Meter per day		4.00		4.00	Included
- Double Meter per day		8.00		8.00	Included
PARKING LOTS					
- Rental - Monthly		40.00		44.00	Included
- Yearly Rate - Non Refundable		411.00		452.00	Included
- Daily Rate		3.00		5.00	Included
CEMETERY					
Lots					
Adult					
1 grave lot – minimum 3.5' x 10.0'					
Land	\$459.00		\$459.00		
Care and maintenance	\$306.00	\$765.00	\$306.00	\$765.00	Added
2 grave lot – minimum 2.0' x 10.0'					
Land	\$918.00		\$918.00		
Care and maintenance	\$612.00	\$1,530.00	\$612.00	\$1,530.00	Added
Child (5 years – 10 years)					
Land					
Care and maintenance		\$329.00		\$329.00	Added
Infant (under 5 years)					
Land					
Care and maintenance		\$150.00		\$150.00	Added
Care and maintenance fund – lots on which care and maintenance charges have not been paid. This only pertains to lots purchased prior to January 1, 1955. This is a one-time charge (per lot).		\$250.00		\$250.00	Added
Cremation Lots (Urn Garden)					
1 grave lot – .6m x .6m					
Land	\$70.00		\$70.00		
Care and maintenance	\$150.00	\$220.00	\$150.00	\$220.00	Added

<i>Services Offered</i>		<i>2016 Current Fee</i>		<i>2017 Proposed Fee</i>	<i>GST/HST Included or Added</i>
2 grave lot (.6m x 1.2m)					
Land	\$140.00		\$140.00		
Care and maintenance	\$300.00	\$440.00	\$300.00	\$440.00	Added
Cremorial Wall Niches					
Rows 1 to 4					
single 10.16 cm x 20.36 cm front					
Care and maintenance		\$693.00		\$693.00	Added
Rows 5&6					
single 10.16 cm x 20.36 cm front					
Care and maintenance		\$636.00		\$636.00	Added
Rows 7&8					
single 10.16 cm x 20.36 cm front					
Care and maintenance		\$536.00		\$536.00	Added
Urn Garden Columbarium "GC"					
Section A-B-C-D-E-F-G-H-I-J-K					
Companion niches					
Care and maintenance		\$1,481.00		\$1,481.00	Added
Single niches					
Care and maintenance		\$893.00		\$893.00	Added
Urn Garden Columbarium "GC"					
Section L					
Companion niches					
Care and maintenance		\$1,646.00		\$1,646.00	Added
Single niches					
Care and maintenance		\$999.00		\$999.00	Added
Urn Garden Columbarium "GC" (New)					
Section M					
Companion niches					
Care and maintenance		\$1,646.00		\$1,646.00	Added
Single niches					
Care and maintenance		\$999.00		\$999.00	Added
Urn Garden Columbarium "HC"					
Section O-P-Q-R					
Companion niches					
Care and maintenance		\$1,570.00		\$1,570.00	Added
Single niches					
Care and maintenance		\$940.00		\$940.00	Added
Urn Garden Columbarium "HC"					
Section S					
Companion niches					
Care and maintenance		\$1,646.00		\$1,646.00	Added
Single niches					
Care and maintenance		\$999.00		\$999.00	Added
Urn Garden Columbarium "GC" (New)					
Section T-U-V					
Companion niches					
Care and maintenance		\$1,646.00		\$1,646.00	Added
Single niches					
Care and maintenance		\$999.00		\$999.00	Added
Wall Niches (Mausoleum Phase VII)					

<i>Services Offered</i>		<i>2016 Current Fee</i>		<i>2017 Proposed Fee</i>	<i>GST/HST Included or Added</i>
Section MJ					
Single Niche					
Rows 2&7					
Care and maintenance		\$735.00		\$735.00	Added
Rows 4&5					
Care and maintenance		\$851.00		\$851.00	Added
Wall Niches (Mausoleum Phase VIII)					
Sections ML and MM					
Companion Niches					
Rows 1&8					
Care and maintenance		\$1,271.00		\$1,271.00	Added
Rows 3&6					
Care and maintenance		\$1,481.00		\$1,481.00	Added
Single Niches					
Rows 1,2,6,7 & 8					
Care and maintenance		\$777.00		\$777.00	Added
Rows 4&5					
Care and maintenance		\$893.00		\$893.00	Added
Mausoleum crypts - note: the price of a					
mausoleum crypt being transferred shall not					
exceed the original purchase price.					
Section MN					
Row 4 (single)					
Care and maintenance		\$5,912.00		\$5,912.00	Added
Section MO					
Row 1 (single)					
Care and maintenance		\$6,253.00		\$6,253.00	Added
Row 2&3 (single)					
Care and maintenance		\$7,476.00		\$7,476.00	Added
Row 4 (single)					
Care and maintenance		\$5,912.00		\$5,912.00	Added
Row 1 (companion)					
Care and maintenance		\$10,364.00		\$10,364.00	Added
Row 2&3 (companion)					
Care and maintenance		\$12,332.00		\$12,332.00	Added
Row 4 (companion)					
Care and maintenance		\$9,791.00		\$9,791.00	Added
Section MP					
Row 1 (single)					
Care and maintenance		\$6,566.00		\$6,566.00	Added
Rows 2&3 (single)					
Care and maintenance		\$7,850.00		\$7,850.00	Added
Row 4 (single)					
Care and maintenance		\$6,208.00		\$6,208.00	Added
Row 1 (companion)					
Care and maintenance		\$10,883.00		\$10,883.00	Added
Row 2&3 (companion)					
Care and maintenance		\$12,949.00		\$12,949.00	Added
Row 4 (companion)					
Care and maintenance		\$10,311.00		\$10,311.00	Added
MA – Family Units					
Section MQ					
Unit 1 (6 singles)					

<i>Services Offered</i>		<i>2016 Current Fee</i>		<i>2017 Proposed Fee</i>	<i>GST/HST Included or Added</i>
Care and maintenance		\$43,200.00		\$43,200.00	Added
Unit 2 (8 singles)					
Care and maintenance		\$56,000.00		\$56,000.00	Added
MA					
Section R					
Row 1 (single)					
Care and maintenance		\$6,894.00		\$6,894.00	Added
Row 2&3 (single)					
Care and maintenance		\$8,244.00		\$8,244.00	Added
Row 4 (single)					
Care and maintenance		\$6,519.00		\$6,519.00	Added
Row 1 (companion)					
Care and maintenance		\$11,427.00		\$11,427.00	Added
Row 2&3 (companion)					
Care and maintenance		\$13,597.00		\$13,597.00	Added
Row 4 (companion)					
Care and maintenance		\$10,803.00		\$10,803.00	Added
MA (new)					
Section S					
Row 1 (single)					
Care and maintenance		\$7,239.00		\$7,239.00	Added
Row 2&3 (single)					
Care and maintenance		\$8,656.00		\$8,656.00	Added
Row 4 (single)					
Care and maintenance		\$6,845.00		\$6,845.00	Added
Row 1 (companion)					
Care and maintenance		\$11,999.00		\$11,999.00	Added
Row 2&3 (companion)					
Care and maintenance		\$14,277.00		\$14,277.00	Added
Row 4 (companion)					
Care and maintenance		\$11,344.00		\$11,344.00	Added
Interment Charges					
<i>With committal service in the chapel</i>					
Adult					
single depth		\$740.00		\$740.00	Added
double depth		\$910.00		\$910.00	Added
Child under 5 years		no charge		no charge	
Child 5-10 years					
single depth		\$398.00		\$398.00	Added
double depth		\$502.00		\$502.00	Added
Cremated remains		\$167.00		\$167.00	Added
Entombment in mausoleum		\$705.00		\$705.00	Added
<i>With committal service at the gravesite</i>					
Adult					
single depth		\$950.00		\$950.00	Added
double depth		\$1,165.00		\$1,165.00	Added
Child under 5 years		no charge		no charge	
Child 5-10 years		\$601.00		\$601.00	Added
single depth		\$258.00		\$258.00	Added
double depth					
Cremated remains		\$280.00		\$280.00	Added
Cremated remains (columbarium or mausoleum niches)		\$280.00		\$280.00	Added
Entombment in mausoleum		\$907.00		\$907.00	Added

<i>Services Offered</i>		<i>2016 Current Fee</i>		<i>2017 Proposed Fee</i>	<i>GST/HST Included or Added</i>
Cremation					
Resident (at time of death)					
Adult		\$572.00		\$572.00	Added
Child under 5 years		no charge		no charge	
Child 5-10 years		\$330.00		\$330.00	Added
Non-resident (at time of death)					
Adult		\$572.00		\$572.00	Added
Child under 5 years		no charge		no charge	
Child 5-10 years		\$330.00		\$330.00	Added
Disinterment Charges					
Another gravesite in a municipal gravesite					
Adult		\$2,185.00		\$2,185.00	Added
From single depth to double depth		\$2,375.00		\$2,375.00	Added
Child under 5 years		\$601.00		\$601.00	Added
Child 5-10 years		\$1,005.00		\$1,005.00	Added
Cremated remains		\$350.00		\$350.00	Added
Niche to niche		\$185.00		\$185.00	Added
Same gravesite or removal from a municipal cemetery					
Adult		\$1,540.00		\$1,540.00	Added
From single depth to double depth					
Child under 5 years		\$335.00		\$335.00	Added
Child 5-10 years		\$676.00		\$676.00	Added
Cremated remains		\$200.00		\$200.00	Added
Niche to niche		\$185.00		\$185.00	Added
From inground burial to mausoleum		\$3,305.00		\$3,305.00	Added
Extra charge if not in concrete container		\$675.00		\$675.00	Added
Extra charge for a container and shipment of a removal from a Sault Ste. Marie cemetery to another location shall be the responsibility of					
Double depth disinterments are not permitted					
Additional Miscellaneous Charges					
Funerals arriving after 4 p.m. – for each half hour or portion thereof		\$135.00		\$135.00	Added
Saturday funerals entering the ceremony after 1 p.m. – for each half hour or portion thereof		\$135.00		\$135.00	Added
Niche plate (including installation)		\$213.00		\$213.00	Added
Removal of crypt plate or niche plate from the mausoleum for vase installation or extra engraving		\$110.00		\$110.00	Added
Removal of niche plate from the columbarium for vase installation or extra engraving		\$50.00		\$50.00	Added
Mailing of cremains					
Inside Canada (insured)		\$80.00		\$80.00	Added
to USA (insured)		\$97.00		\$97.00	Added
outside Canada or USA (insured)		\$212.00		\$212.00	Added
Removal of trees or shrubs from lots – per tree		\$44.00		\$44.00	Added
Handling of wooden shells		\$121.00		\$121.00	Added
Transfer fee		\$50.00		\$50.00	Added
Rental of temporary storage facility (per month)		\$38.10		\$38.10	Added

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2016-181

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Queen Street East from Pim Street to Dennis Street on November 17, 2016 to facilitate the Moonlight Magic Event.

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

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

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Queen Street East from Pim Street to Dennis Street on November 17, 2016 from 3:00 p.m. to 12:00 a.m. to facilitate the Moonlight Magic Event.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 7th day of November, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2016-183

ZONING: A by-law to amend Sault Ste. Marie Zoning By-laws 2005-150 and 2005-151 concerning lands located at 188 Kohler Street (Ruscio Masonry Construction).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to section 34 of the *Planning Act*, R.S.O. 1990, c. P.13 and amendments thereto, **ENACTS** as follows:

1. **188 KOHLER STREET; LOCATED ON SIMPSON STREET, APPROXIMATELY 58M SOUTH OF ITS INTERSECTION WITH WELLINGTON STREET EAST; CHANGE FROM R2 TO R3.S WITH A "SPECIAL EXCEPTION"**

The zone designation on the lands described in section 2 of this by-law, which lands are shown on Map 9 & 1-4 of Schedule "A" to By-law 2005-150, is changed from R2 (Single Detached Residential) zone to R3.S (Low Density Residential) zone with a "Special Exception".

2. **BY-LAW 2005-151 AMENDED**

Section 2 of By-law 2005-151 is amended by adding the following subsection 2(367) and heading as follows:

"2(367) 188 Kohler Street

Despite the provisions of By-law 2005-150, the zone designation on the lands located on Simpson Street, approximately 58m south of its intersection with Wellington Street East and having civic no. 188 Kohler Street and outlined and marked "Subject Property" on the map attached as Schedule 367 hereto is changed from R2 (Single Detached Residential) zone to R3.S (Low Density Residential) zone with a "Special Exception" to:

1. Permit two (2) multiple attached dwellings and one (1) semi-detached dwelling to be constructed on the same lot;
2. To reduce the frontage requirement from 18m (59') to 17m (55.7') for the parcel which is proposed to be occupied by a semi-detached dwelling;
3. To reduce the north interior side yard requirement for the 'middle triplex' and semi-detached dwelling from 3m to 2m; and

4. That through the Site Plan Control Agreement, a 5m Easement, in favour of PUC Services Inc. be registered along the north lot line of the subject property.

3. **SCHEDULE "A"**

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

4. **CERTIFICATE OF CONFORMITY**

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

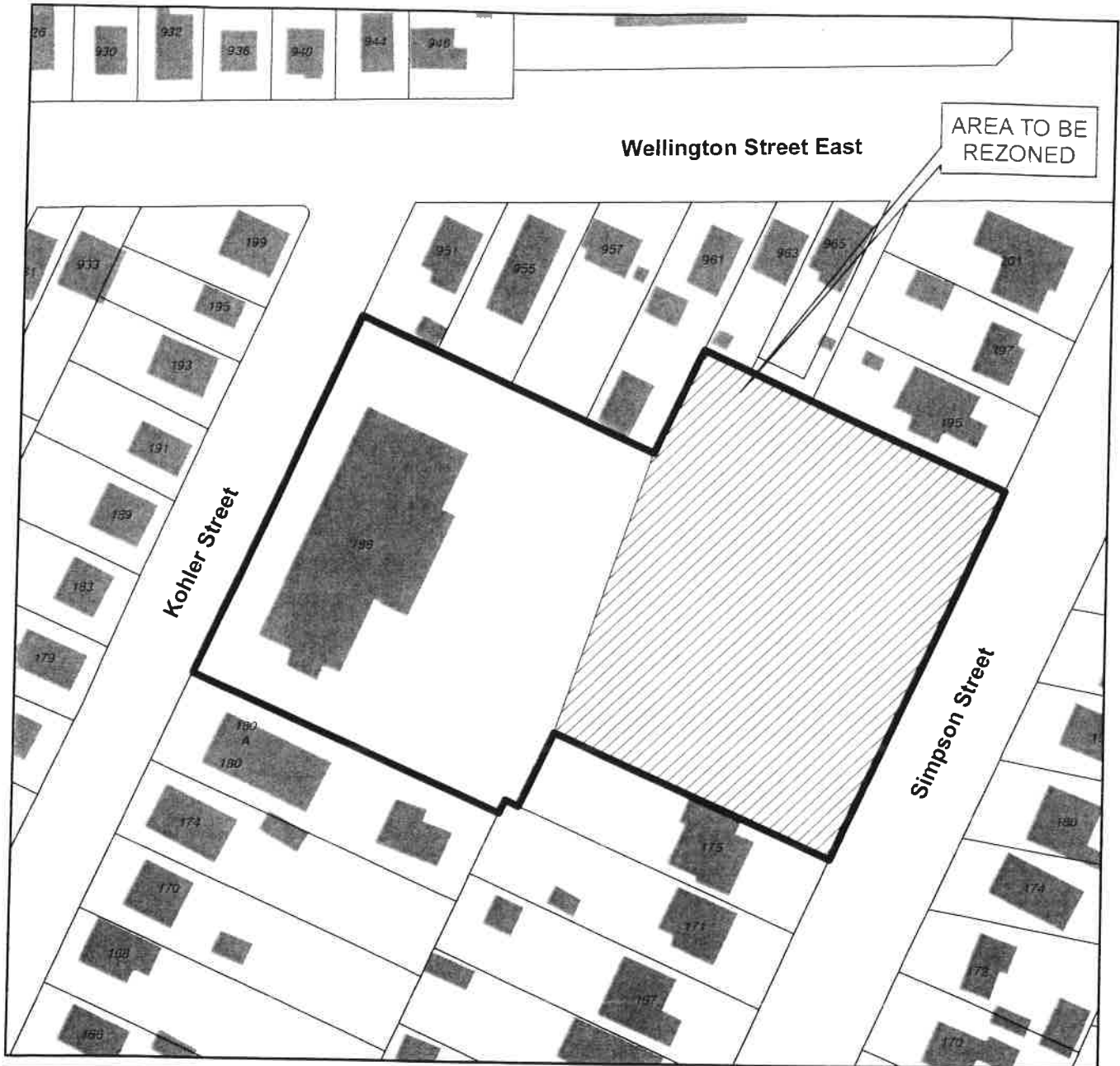
PASSED in Open Council this 7th day of November, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

md \\citydata\\LegalDept\\Legal\\Staff\\LEGAL\\ZONING\\2016\\2016-183 (Z) 188 Kohler Street\\2016-183 Zoning 188 Kohler.doc

SCHEDULE "A" TO BY-LAW 2016-183 AND
SCHEDULE 367 TO BY-LAW 2005-151



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2016-184

DEVELOPMENT CONTROL: A by-law to designate the lands located at 188 Kohler Street an area of site plan control (Ruscio Masonry Construction).

THE COUNCIL of The Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **DEVELOPMENT CONTROL AREA**

The lands described on Schedule "A" attached hereto are hereby designated to be an area of site plan control pursuant to section 41 of the *Planning Act*, R.S.O. 1990, c. P. 13 and amendments thereto.

2. **SITE PLAN POWERS DELEGATED**

The Council hereby delegates to the Planning Director or his/her designate for the City of Sault Ste. Marie, Council's powers to enter into a site plan agreement dealing with any of the works or matters mentioned in Section 41 of the *Planning Act* as amended, for the lands shown as Subject Property on the map attached as Schedule "A" to this by-law.

3. **SCHEDULE "A"**

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

4. **PENALTY**

Any person who contravenes this by-law including the obligations pursuant to the agreement entered into under the authority of this by-law is liable upon conviction therefore to penalty provisions as contained in the *Planning Act* and the *Municipal Act, 2001*.

5. **EFFECTIVE DATE**

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

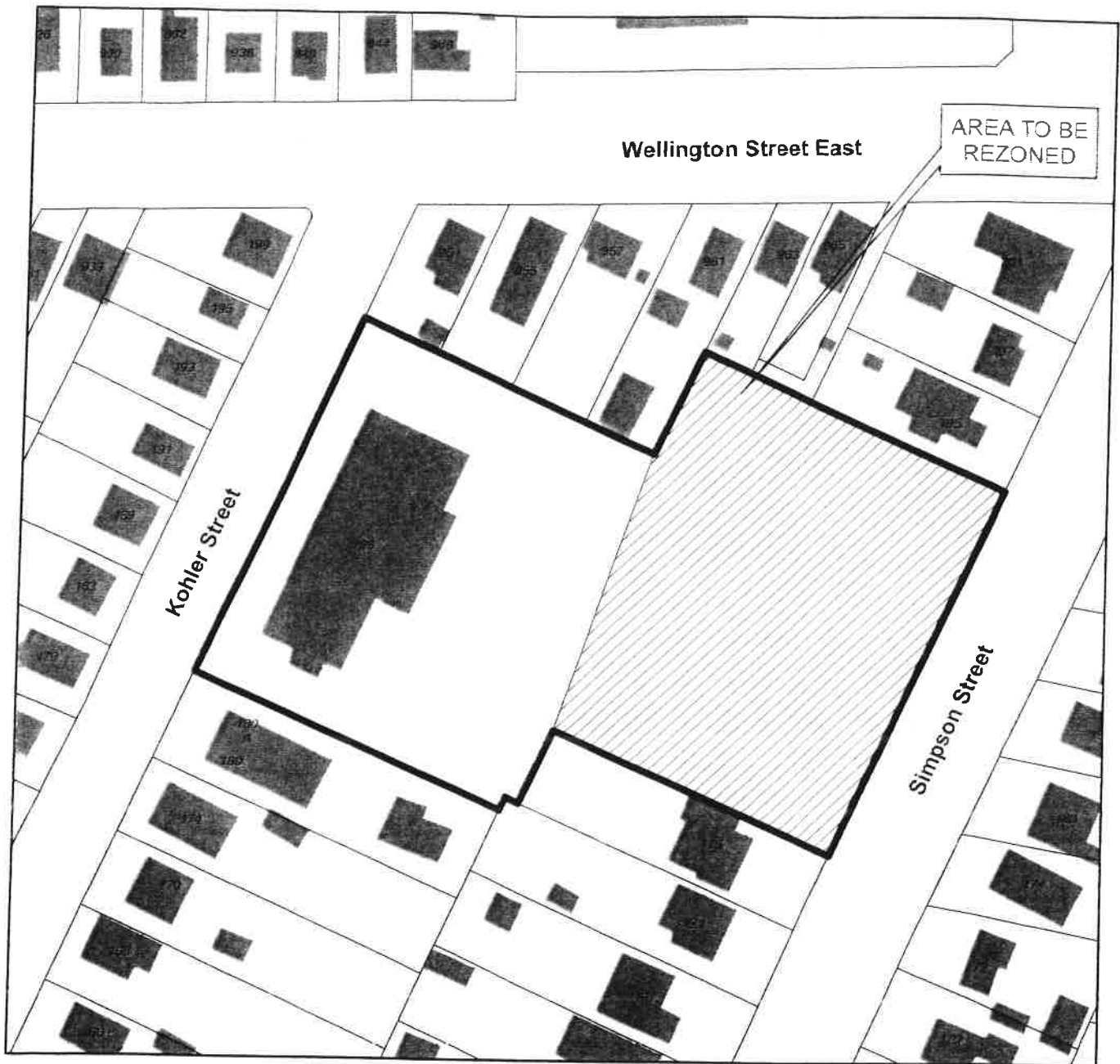
PASSED in open Council this 7th day of November, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

md\\citydata\\LegalDept\\Legal\\Staff\\LEGAL\\ZONING\\2016\\2016-183 (Z) 188 Kohler Street\\2016-184
Development Control.doc

2016-184 Development Control
SCHEDULE "A" TO BY-LAW 2016-184



SUBJECT PROPERTY MAP

PLANNING APPLICATION A-15-16-Z

188 KOHLER STREET



Subject Area



Area to be Rezoned



PARCEL



METRIC SCALE
1 : 1,000

ROLL NUMBER
020015016000000

MAP NUMBERS
9 & 1-4

MAIL LABEL ID
A-15-16-Z

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2016-185

PROPERTY: (MAP 27) A by-law to declare the City owned property legally described as PIN 31548-0127 (LT) PT LT 2 BLK 30 PL 285 ST. MARY'S PT 1 1R9899; LT 3-11 BLK 20 PL 285 ST. MARY'S EXCEPT PT 1-5 1R8082; SAULT STE. MARIE, being civic 13 Salisbury Avenue, as surplus to the City's needs and to authorize the disposition of the said property.

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

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule "A" to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule "A" hereto.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 7th day of November, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

SUBJECT PROPERTY

NOT

OPEN

SLOPELAND

SSM
SLOPELAND

SLOPELAND

**CHILDREN'S
DAY-CARE
CENTRE**

PLACE

19
ROSDALE

9
11
18
14
18
LANSLOWNE

SALISBURY

AVENUE

ALBERTA AVENUE

ALGOMA AVENUE

AVENUE

GROSVENOR

DUFFERIN

23
STREET
24/25

AVENUE

6	SLOPE
6	SLOPE

SLOPE
309
STREET
30

304
PRIVATE
PAGE

Page 219 of 233

AVENUE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2016-186

RESOLUTION: (E2.1) A by-law to authorize the execution of two (2) Municipal Council Support Resolutions and two (2) Municipal Council Confirmation Resolutions to support two (2) rooftop solar photovoltaic systems at 556 Goulais Avenue and 500 Second Line East; and two (2) ground mounted solar photovoltaic systems to occupy a portion of 540 Second Line East and 2059 Second Line West submitted to the Independent Electricity System Operator Feed-In-Tariff Program.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to two (2) Municipal Council Support Resolutions and two (2) Municipal Council Confirmation Resolutions in the form of Schedule "A" attached hereto and dated the 7th day of November, 2016, to support two (2) rooftop solar photovoltaic systems at 556 Goulais Avenue and 500 Second Line East; and two (2) ground mounted solar photovoltaic systems to occupy a portion of 540 Second Line East and 2059 Second Line in the form of Schedule "B" attached hereto and submitted to the Independent Electricity System Operator Feed-In-Tariff Program.

2. **SCHEDULE "A" AND "B"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 7th day of November, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

sp\\citydata\\LegalDept\\Legal\\Staff\\BYLAWS\\1. 2016\\2016-186 Municiple Council Support Resolutions (4 Solar Projects).doc

PRESCRIBED FORM: MUNICIPAL COUNCIL RESOLUTION CONFIRMATION

Section 3.8(g) and 5.1(g)(i) of the FIT Rules, Version 5.0

Page 1 of 2 Jun 2016 IESOMRD/f-FIT-012r1

1 Resolution number: _____ Date resolution(s) was passed: _____	FIT Reference Number: _____ <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules.)</i>
--	---

2 Capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 5.0. I am the / an _____ Mayor/City Clerk _____ of the _____ City of Sault Ste. Marie _____ (the "Municipality"), and have the delegated authority to provide this confirmation on behalf of the Municipality and without personal liability.
--

3 _____ PUC Services Inc. _____ (the "Applicant") proposes to construct and operate a <i>(This must be the same Applicant (i.e., same name) as stated in the Municipal Council Support Resolution or Land Use Restriction Exemption Resolution provided, as attached)</i> _____ Roof Top Solar Project _____ (the "Project") on <i>(This must be the same description as stated in the Municipal Council Support Resolution or Land Use Restriction Exemption Resolution provided, as attached)</i> _____ 500 Second Line East _____ (the "Lands") <i>(This must be the same description as the Lands in the Municipal Council Support Resolution or Land Use Restriction Exemption Resolution provided, as attached)</i> in the Municipality under the province's FIT Program.
--

4 The resolution(s) provided with this Confirmation is <i>(check one or both as applicable)</i>: a) ☒ A Municipal Council Support Resolution <i>(if selected, check either 1) or 2) as applicable)</i>: 1) ☒ A new FIT 5.0 Municipal Council Support Resolution. <i>(if selected the resolution must be attached as Exhibit "A")</i> 2) ☐ A pre-existing FIT 4.0.1 Municipal Council Support Resolution which has not been rescinded. <i>(if selected the resolution must be attached as Exhibit "A")</i> i) I have confirmed that the Project being proposed by the Applicant under the Province's FIT Program is the same Project on the same Lands as the Project that was the subject of the Municipal Council Support Resolution attached as Exhibit "A". b) ☐ A Land Use Restriction Exemption Resolution <i>(if selected, check either 1) or 2) as applicable)</i>: 1) ☐ A new FIT 5.0 Land Use Restriction Exemption Resolution. <i>(if selected the resolution must be attached as Exhibit "A")</i> 2) ☐ A pre-existing FIT 4.0.1 Land Use Restriction Exemption Resolution which has not been rescinded. <i>(if selected the resolution must be attached as Exhibit "A")</i> i) I have confirmed that the Project being proposed by the Applicant under the Province's FIT Program is the same Project on the same Lands as the Project that was the subject of the Land Use Restriction Exemption Resolution attached as Exhibit "A".
--

5 Name: _____ Christian Provenzano/Malcolm White _____ Title: _____ Mayor/City Clerk _____	Signed: _____ Date: _____ <i>(Signature block for authorized signee. Must be an original ink signature)</i>
---	--

PRESCRIBED FORM: MUNICIPAL COUNCIL RESOLUTION CONFIRMATION

Section 3.8(g) and 5.1(g)(i) of the FIT Rules, Version 5.0

Page 2 of 2 Jun 2016 IESOMRD/f-FIT-012r1

EXHIBIT "A" RESOLUTION(S)

(Attach one or more of the FIT 4.0.1 Municipal Council Support Resolution previously passed in support of the Project, the new FIT 5.0 Municipal Council Support Resolution, the FIT 4.0.1 Land Use Restriction Exemption Resolution previously passed in support of the Project, or the new FIT 5.0 Land Use Restriction Exemption Resolution, as applicable.)

PRESCRIBED FORM: MUNICIPAL COUNCIL RESOLUTION CONFIRMATION

Section 3.8(g) and 5.1(g)(i) of the FIT Rules, Version 5.0

Page 1 of 2 Jun 2016 IESOMRD/f-FIT-012r1

1 Resolution number: _____ Date resolution(s) was passed: _____	FIT Reference Number: _____ <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules.)</i>
--	---

2

Capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 5.0.

I am the / an _____ Mayor/City Clerk _____ of the _____ City of Sault Ste. Marie _____
(the "Municipality"), and have the delegated authority to provide this confirmation on behalf of the Municipality and without personal liability.

3

_____ PUC Services Inc. _____ (the "Applicant") proposes to construct and operate a
(This must be the same Applicant (i.e., same name) as stated in the Municipal Council Support Resolution or Land Use Restriction Exemption Resolution provided, as attached)

_____ Roof Top Solar Project _____ (the "Project") on
(This must be the same description as stated in the Municipal Council Support Resolution or Land Use Restriction Exemption Resolution provided, as attached)

_____ 556 Goulais Avenue _____ (the "Lands")
(This must be the same description as the Lands in the Municipal Council Support Resolution or Land Use Restriction Exemption Resolution provided, as attached)

in the Municipality under the province's FIT Program.

4

The resolution(s) provided with this Confirmation is *(check one or both as applicable)*:

a) ☒ A Municipal Council Support Resolution *(if selected, check either 1) or 2) as applicable)*:

1) ☒ A new FIT 5.0 Municipal Council Support Resolution. *(if selected the resolution must be attached as Exhibit "A")*

2) ☐ A pre-existing FIT 4.0.1 Municipal Council Support Resolution which has not been rescinded. *(if selected the resolution must be attached as Exhibit "A")*

i) I have confirmed that the Project being proposed by the Applicant under the Province's FIT Program is the same Project on the same Lands as the Project that was the subject of the Municipal Council Support Resolution attached as Exhibit "A".

b) ☐ A Land Use Restriction Exemption Resolution *(if selected, check either 1) or 2) as applicable)*:

1) ☐ A new FIT 5.0 Land Use Restriction Exemption Resolution. *(if selected the resolution must be attached as Exhibit "A")*

2) ☐ A pre-existing FIT 4.0.1 Land Use Restriction Exemption Resolution which has not been rescinded. *(if selected the resolution must be attached as Exhibit "A")*

i) I have confirmed that the Project being proposed by the Applicant under the Province's FIT Program is the same Project on the same Lands as the Project that was the subject of the Land Use Restriction Exemption Resolution attached as Exhibit "A".

5

Name: _____ Christian Provenzano/Malcolm White _____	Signed: _____
Title: _____ Mayor/City Clerk _____	Date: _____

(Signature block for authorized signee. Must be an original ink signature)

PRESCRIBED FORM: MUNICIPAL COUNCIL RESOLUTION CONFIRMATION

Section 3.8(g) and 5.1(g)(i) of the FIT Rules, Version 5.0

Page 2 of 2

Jun 2016

IESOMRD/f-FIT-012r1

EXHIBIT "A" RESOLUTION(S)

(Attach one or more of the FIT 4.0.1 Municipal Council Support Resolution previously passed in support of the Project, the new FIT 5.0 Municipal Council Support Resolution, the FIT 4.0.1 Land Use Restriction Exemption Resolution previously passed in support of the Project, or the new FIT 5.0 Land Use Restriction Exemption Resolution, as applicable.)

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 5.0

Page 1 of 1 Jun 2016 IESOMRD/f-FIT-010r1

1 Resolution number: _____ Date resolution was passed: _____	FIT Reference Number: _____ <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)</i>
---	---

2

[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 5.0.

[AND WHEREAS] _____ PUC Services Inc. (the "Applicant") proposes to construct and operate a _____

Rooftop Solar Project

(the "Project") on _____ 500 Second Line East _____ (the "Lands") in _____

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

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

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

[AND WHEREAS] pursuant to the FIT Rules, Version 5.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;

[NOW THEREFORE BE IT RESOLVED THAT]

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

Project on the Lands.

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

3

Signed: _____	Signed: _____
Title: _____	Title: _____
Date: _____	Date: _____

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

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 5.0

Page 1 of 1 Jun 2016 IESOMRD/f-FIT-010r1

1 Resolution number: _____ Date resolution was passed: _____	FIT Reference Number: _____ <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)</i>
---	---

2

[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 5.0.

[AND WHEREAS] _____ PUC Services Inc. (the "Applicant") proposes to construct and operate a _____

Rooftop Solar Project

(the "Project") on _____ 556 Goulais Avenue _____ (the "Lands") in _____

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

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

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

[AND WHEREAS] pursuant to the FIT Rules, Version 5.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;

[NOW THEREFORE BE IT RESOLVED THAT]

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

Project on the Lands.

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

3

Signed: _____	Signed: _____
Title: _____	Title: _____
Date: _____	Date: _____

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

PRESCRIBED FORM: MUNICIPAL COUNCIL RESOLUTION CONFIRMATION

Section 3.8(g) and 5.1(g)(i) of the FIT Rules, Version 5.0

Page 1 of 2 Jun 2016 IESOMRD/f-FIT-012r1

1 Resolution number: _____ Date resolution(s) was passed: _____	FIT Reference Number: _____ <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules.)</i>
--	---

2

Capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 5.0.

I am the / an _____ Mayor/City Clerk _____ of the _____ City of Sault Ste. Marie _____
(the "Municipality"), and have the delegated authority to provide this confirmation on behalf of the Municipality and without personal liability.

3

_____ PUC Services Inc. _____ (the "Applicant") proposes to construct and operate a
(This must be the same Applicant (i.e., same name) as stated in the Municipal Council Support Resolution or Land Use Restriction Exemption Resolution provided, as attached)

_____ Non Roof Top Solar Project _____ (the "Project") on
(This must be the same description as stated in the Municipal Council Support Resolution or Land Use Restriction Exemption Resolution provided, as attached)

_____ 540 Second Line East _____ (the "Lands")
(This must be the same description as the Lands in the Municipal Council Support Resolution or Land Use Restriction Exemption Resolution provided, as attached)

in the Municipality under the province's FIT Program.

4

The resolution(s) provided with this Confirmation is *(check one or both as applicable)*:

a) ☒ A Municipal Council Support Resolution *(if selected, check either 1) or 2) as applicable)*:

1) ☒ A new FIT 5.0 Municipal Council Support Resolution. *(if selected the resolution must be attached as Exhibit "A")*

2) ☐ A pre-existing FIT 4.0.1 Municipal Council Support Resolution which has not been rescinded. *(if selected the resolution must be attached as Exhibit "A")*

i) I have confirmed that the Project being proposed by the Applicant under the Province's FIT Program is the same Project on the same Lands as the Project that was the subject of the Municipal Council Support Resolution attached as Exhibit "A".

b) ☒ A Land Use Restriction Exemption Resolution *(if selected, check either 1) or 2) as applicable)*:

1) ☒ A new FIT 5.0 Land Use Restriction Exemption Resolution. *(if selected the resolution must be attached as Exhibit "A")*

2) ☐ A pre-existing FIT 4.0.1 Land Use Restriction Exemption Resolution which has not been rescinded. *(if selected the resolution must be attached as Exhibit "A")*

i) I have confirmed that the Project being proposed by the Applicant under the Province's FIT Program is the same Project on the same Lands as the Project that was the subject of the Land Use Restriction Exemption Resolution attached as Exhibit "A".

5

Name: _____ Christian Provenzano/Malcolm White _____	Signed: _____
Title: _____ Mayor/City Clerk _____	Date: _____

(Signature block for authorized signee. Must be an original ink signature)

PRESCRIBED FORM: MUNICIPAL COUNCIL RESOLUTION CONFIRMATION

Section 3.8(g) and 5.1(g)(i) of the FIT Rules, Version 5.0

Page 2 of 2

Jun 2016

IESOMRD/f-FIT-012r1

EXHIBIT "A" RESOLUTION(S)

(Attach one or more of the FIT 4.0.1 Municipal Council Support Resolution previously passed in support of the Project, the new FIT 5.0 Municipal Council Support Resolution, the FIT 4.0.1 Land Use Restriction Exemption Resolution previously passed in support of the Project, or the new FIT 5.0 Land Use Restriction Exemption Resolution, as applicable.)

PRESCRIBED FORM: MUNICIPAL COUNCIL RESOLUTION CONFIRMATION

Section 3.8(g) and 5.1(g)(i) of the FIT Rules, Version 5.0

Page 1 of 2 Jun 2016 IESOMRD/f-FIT-012r1

1 Resolution number: _____ Date resolution(s) was passed: _____	FIT Reference Number: _____ <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules.)</i>
--	---

2

Capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 5.0.

I am the / an _____ Mayor/City Clerk _____ of the _____ City of Sault Ste. Marie _____
(the "Municipality"), and have the delegated authority to provide this confirmation on behalf of the Municipality and without personal liability.

3

_____ PUC Services Inc. _____ (the "Applicant") proposes to construct and operate a
(This must be the same Applicant (i.e., same name) as stated in the Municipal Council Support Resolution or Land Use Restriction Exemption Resolution provided, as attached)

_____ Non Roof Top Solar Project _____ (the "Project") on
(This must be the same description as stated in the Municipal Council Support Resolution or Land Use Restriction Exemption Resolution provided, as attached)

_____ 2059 Second Line West _____ (the "Lands")
(This must be the same description as the Lands in the Municipal Council Support Resolution or Land Use Restriction Exemption Resolution provided, as attached)

in the Municipality under the province's FIT Program.

4

The resolution(s) provided with this Confirmation is *(check one or both as applicable)*:

a) ☒ A Municipal Council Support Resolution *(if selected, check either 1) or 2) as applicable)*:

1) ☒ A new FIT 5.0 Municipal Council Support Resolution. *(if selected the resolution must be attached as Exhibit "A")*

2) ☐ A pre-existing FIT 4.0.1 Municipal Council Support Resolution which has not been rescinded. *(if selected the resolution must be attached as Exhibit "A")*

i) I have confirmed that the Project being proposed by the Applicant under the Province's FIT Program is the same Project on the same Lands as the Project that was the subject of the Municipal Council Support Resolution attached as Exhibit "A".

b) ☒ A Land Use Restriction Exemption Resolution *(if selected, check either 1) or 2) as applicable)*:

1) ☒ A new FIT 5.0 Land Use Restriction Exemption Resolution. *(if selected the resolution must be attached as Exhibit "A")*

2) ☐ A pre-existing FIT 4.0.1 Land Use Restriction Exemption Resolution which has not been rescinded. *(if selected the resolution must be attached as Exhibit "A")*

i) I have confirmed that the Project being proposed by the Applicant under the Province's FIT Program is the same Project on the same Lands as the Project that was the subject of the Land Use Restriction Exemption Resolution attached as Exhibit "A".

5

Name: _____ Christian Provenzano/Malcolm White _____	Signed: _____
Title: _____ Mayor/City Clerk _____	Date: _____

(Signature block for authorized signee. Must be an original ink signature)

PRESCRIBED FORM: MUNICIPAL COUNCIL RESOLUTION CONFIRMATION

Section 3.8(g) and 5.1(g)(i) of the FIT Rules, Version 5.0

Page 2 of 2 Jun 2016 IESOMRD/f-FIT-012r1

EXHIBIT "A" RESOLUTION(S)

(Attach one or more of the FIT 4.0.1 Municipal Council Support Resolution previously passed in support of the Project, the new FIT 5.0 Municipal Council Support Resolution, the FIT 4.0.1 Land Use Restriction Exemption Resolution previously passed in support of the Project, or the new FIT 5.0 Land Use Restriction Exemption Resolution, as applicable.)

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 5.0

Page 1 of 1 Jun 2016 IESOMRD/f-FIT-010r1

1 Resolution number: _____ Date resolution was passed: _____	FIT Reference Number: _____ <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)</i>
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2

[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 5.0.

[AND WHEREAS] _____ PUC Services Inc. (the "Applicant") proposes to construct and operate a _____

Non Roof top Solar Project

(the "Project") on _____ 540 Second Line East _____ (the "Lands") in _____

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

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

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

[AND WHEREAS] pursuant to the FIT Rules, Version 5.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;

[NOW THEREFORE BE IT RESOLVED THAT]

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

Project on the Lands.

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

3

Signed: _____	Signed: _____
Title: _____	Title: _____
Date: _____	Date: _____

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

TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 5.0

Page 1 of 1 Jun 2016 IESOMRD/f-FIT-010r1

1 Resolution number: _____ Date resolution was passed: _____	FIT Reference Number: _____ <i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)</i>
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2

[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 5.0.

[AND WHEREAS] _____ PUC Services Inc. (the "Applicant") proposes to construct and operate a _____

Non Roof top Solar Project

(the "Project") on _____ 2059 Second Line West _____ (the "Lands") in _____

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

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

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

[AND WHEREAS] pursuant to the FIT Rules, Version 5.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;

[NOW THEREFORE BE IT RESOLVED THAT]

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

Project on the Lands.

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

3

Signed: _____	Signed: _____
Title: _____	Title: _____
Date: _____	Date: _____

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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2016-187

ADMINISTRATION: (E.1.6) A by-law to amend By-law 2002-194, being a by-law to establish non-union job classifications, benefits, and salaries.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 283 of the *Municipal Act*, S.O. 2001, C. 25, **ENACTS** as follows:

1. **AMENDMENTS TO BY-LAW 2002-194**

(a) Section 2 subsection (c) of By-law 2002-194 is deleted and hereby replaced with the following:

(c) General Economic Increases

Schedule “B-1”, “B-2” and “B-3” of this By-law is subject to adjustment annually by the end of September of any given year, save and except as of January 1st, 2017 to December 31st, 2017, based upon a weighted average of wage adjustments granted to the following unionized groups in collective bargaining for that year:

C.U.P.E. Local 3 Community Services
C.U.P.E. Local 3 Public Works & Transportation
C.U.P.E. Local 67 Civic Centre
U.T.U. Local 104
U.S.W.A. Local 2251
Sault Ste. Marie Professional Firefighters’ Association

2. **EFFECTIVE DATE**

This by-law takes effect on January 1, 2017.

PASSED in open Council this 7th day of November, 2016.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE