



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

Tuesday, February 21, 2017

4:30 pm

Council Chambers

Civic Centre

	Pages
1. ADOPTION OF MINUTES	11 - 23
Mover Councillor S. Myers Seconder Councillor M. Bruni	
Resolved that the Minutes of the Regular Council Meeting of 2017 02 06 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 S. Myers Seconder Councillor F. Fata	
Resolved that the Agenda for 2017 02 21 City Council Meeting as presented be approved.	
5. PROCLAMATIONS/DELEGATIONS	
5.1 Ontario Heritage Week	
Virginia McLeod, Manager of Recreation and Culture	
6. COMMUNICATIONS AND ROUTINE REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES – CONSENT AGENDA	
Mover Councillor S. Myers	

Seconder Councillor M. Bruni

Resolved that all the items listed under date 2017 02 21 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1 Correspondence

6.1.1 Special Fireworks Permission Request 24 - 24

Correspondence requesting permission for a fireworks display on Top Sail Island is attached for the consideration of Council.

The relevant By-law 2017-40 is listed under item 11 of the Agenda and will be ready with all by-laws under that item.

6.1.2 Withdrawal of Motion – Energy Report 25 - 31

Correspondence from Councillor Butland is attached for the information of Council.

6.2 Council Travel

Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that Councillor S. Hollingsworth be authorized to travel to Ottawa for 4 days in June to attend the Community Heritage Ontario Conference at an estimated cost to the City of \$1,700.

6.2.1 Additional Resolution 32 - 32

Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that Councillor Butland be authorized to travel to Marquette, Michigan for one in February to attend an Energy Summit at an estimated cost to the City of \$350. (agenda attached)

6.3 Economic Development Update 33 - 36

A report of the Deputy CAO, Community Development and Enterprise Services is attached for the consideration of Council.

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2017 02 21 concerning economic development be received as information.

6.4 Requests for Financial Assistance for National/ International Sports Competitions 37 - 43

Reports of the Manager of Recreation and Culture are attached for the consideration of Council.

Mover Councillor S. Myers
 Seconder Councillor M. Bruni

Resolved that the reports of the Manager of Recreation and Culture dated 2017 02 21 concerning Requests for Financial Assistance be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council approve a \$200 financial assistance grant for:

- Richard MacLennan – Speed Skating Canada’s Single Distance Championship – January 4 – 6th, 2017 in Calgary, Alberta
- Kieran Desjardins – Speed Skating Canada's Canada Cup – January 27 – 29, 2017 in Saskatoon, Saskatchewan

be approved.

6.5 Enabling Accessibility Funding Agreement

44 - 45

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

The relevant By-law 2017-39 is listed under item 11 of the Agenda and will be ready with all by-laws under that item.

6.6 2017 Cultural Financial Assistance Grants

46 - 48

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

Mover Councillor S. Myers
 Secnder Councillor M. Bruni

Resolved that the report of the Manager of Recreation and Culture dated 2017 02 21 concerning 2017 Cultural Financial Assistance Grants be received and that the recommendation of the Cultural Advisory Board to endorse the following grants:

- Algoma Arts Festival Association – \$7,000
- Algoma Conservatory of Music – \$7,500
- Algoma Festival Choir – \$4,400
- Arts Council of Sault Ste. Marie and District – \$10,000
- In Your Eyes Projects Performance Arts – \$2,000
- Living History of Algoma / Oral History of Sault Ste. Marie Project – \$5,000
- Over the Rainbow Children's Entertainment Series – \$2,000
- Kiwanis Community Theatre Centre – \$4,500

- Sault Theatre Workshop – \$4,500
- Shadows of the Mind Film Festival – \$5,000
- Soo Pipe Band – \$2,000

be approved.

6.7 Engineering Services – 711-719 Bay Street Seawall Replacement 49 - 50

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

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that the report of the Design and Construction Engineer dated 2017 02 21 concerning engineering services for the 711-719 Bay Street Seawall Replacement be received and that Council authorize entering into an agreement for engineering services with WSP.

6.8 Sale of 1393 Peoples Road 51 - 53

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

The relevant By-law 2017-37 is listed under item 11 of the Agenda and will be ready with all by-laws under that item.

6.9 Regulation of Drone Use 54 - 57

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

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that the report of the Solicitor/Prosecutor dated 2017 02 21 concerning Regulation of Drone Use be received as information.

6.10 Municipal Law Enforcement Officers 58 - 61

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

The relevant By-law 2017-36 is listed under item 11 of the Agenda and will be ready with all by-laws under that item.

6.11 *Winter Maintenance of Red Rock Road (Maki Road)* 62 - 63

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

The relevant By-law 2017-30 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1 ADMINISTRATION

7.2 COMMUNITY SERVICES DEPARTMENT

7.3 ENGINEERING

7.4 FIRE

7.5 LEGAL

7.6 PLANNING

7.6.1 A-2-17-Z – 413, 417, and 421 Old Garden River Road (2)

64 - 66

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

Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that the report of the Senior Planner dated 2017 02 21 concerning Rezoning Application A-2-17-Z be received and that Council postpone this matter to April 24, 2017.

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

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

8.1 East Street and Albert Street Intersection

Mover Councillor M. Shoemaker
Seconder Councillor R. Niro

Whereas the lane configuration of East Street between the intersections of Albert and East Streets and East Street and Wellington Street East has changed in recent years; and

Whereas there has been ongoing concern from users of the intersection as to the safety of said change; and

Whereas a traffic management company reviewed the change once implemented and made certain recommendations, some, but not all of which have been carried out;

Now Therefore Be It Resolved that an independent traffic management company that has not reviewed this intersection be asked to review the traffic

flow heading eastbound on Albert Street, specifically the lane configuration on Albert Street from where East Street and Albert Street meet to where East Street merges into Wellington Street East.

8.2 Leasing of McMeeken Centre

Mover Councillor M. Shoemaker
Seconder Councillor S. Butland

Whereas the City has explored the option of building a new West End ice rink; and

Whereas any such construction would take several years to fund, build and complete; and

Whereas the McMeeken Centre operates at an annual cost to taxpayers of \$150,000; and

Whereas there has been interest expressed in a lease of the McMeeken Centre which could result in it becoming a profit centre for the City of Sault Ste. Marie;

Now Therefore Be It Resolved that staff report to Council as soon as practicable on the possibility of putting the McMeeken Centre out to the public for lease of the entire space and advise what benefits or detriments could result from such an arrangement.

8.2.1 Correspondence

67 - 72

8.3 Connecting Link Funding

Mover Councillor R. Romano
Seconder Councillor F. Fata

Whereas on February 9, 2017 the Minister of Transportation, Steven DelDuca, was in Sault Ste. Marie to make an announcement in regard to gas tax funding following which the Minister met with local media; and

Whereas an article was released later that day in the Sault Star relating to connecting link funding for the Black Road widening project; and

Whereas the following was stated in the said article:

"Ontario's connecting link funding is not based on whether traffic on that roadway is local or transient.

Instead, he said, applications are assessed based on a number of factors including the condition of the infrastructure and the need in the community, among other things.

"The notion of whether the traffic is local or non local shouldn't have a bearing on whether it qualifies for connecting link funding because connecting link is defined in a particular way. It's not a subjective definition," said Steven DelDuca, Ontario's Minister of Transportation.

That leaves the door open for the City of Sault Ste. Marie to consider reapplying for the funding for what it's called its priority project – the widening of Black Road.

DelDuca, in an exclusive interview with The Sault Star Thursday, said that Sault Ste. Marie's application for connecting fundings isn't the only one of the 77 eligible municipalities that have been turned down in its quest for the badly-needed dollar.

The challenge, he said, is that more applications have been submitted than money available in the annual fund and that problem was magnified because of the hiatus the designated funding program took for a number of years.

"When this program was reestablished, there was a significant pent up demand for the money, and that will likely be the case for a number of years, but we tell communities that this is an annual funding program, so communities like Sault Ste. Marie can apply again," he said.

Two weeks ago, city council was told that while city staff are continuing their efforts to press upon the province that Sault Ste. Marie is in a unique situation and needs connecting link funding to approve its cross-Canada links, it doesn't expect the MTO to reconsider its position on the \$5.4 million Black Road Widening project."

And Whereas the City of Sault Ste. Marie should do everything it can to pursue potential connecting link funding through the Provincial government.

Now Therefore Be It Resolved that the City Engineer be requested to contact the Ontario Ministry of Transportation to obtain a clear and concise opinion as to what is required in order to meet the threshold to receive Connecting Link funding and report to Council as soon as possible with respect to that opinion.

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

Mover Councillor S. Myers
Seconder Councillor M. Bruni

Resolved that all By-laws under item 11 of the Agenda under date 2017 02 21 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 2017-30 (Agreement) Brookfield Power Wind Prince 73 - 76**
- A report from the Director of Public Works and Transportation is on the Agenda.
- Mover Councillor S. Myers
Secunder Councillor M. Bruni
- Resolved that By-law 2017-30 being a by-law to authorize the execution of the Agreement between the City and Brookfield Power Wind Prince L.P. for the City's winter maintenance of Maki Road/Red Rock Road north of Allard Lake to the northern City boundary be passed in open Council this 21st day of February, 2017.
- 11.1.2 By-law 2017-31 (Agreement) Jardine Lloyd Thompson Canada Inc. 77 - 78**
- Council Report was passed by Council resolution on February 6, 2017.
- Mover Councillor S. Myers
Secunder Councillor M. Bruni
- Resolved that By-law 2017-31 being a by-law to authorize the execution of the Agreement between the City and Jardine Lloyd Thompson Canada Inc. for the renewal of the City's insurance program for a period of one (1) year commencing February 28, 2017 to February 28, 2018 be passed in open Council this 21st day of February, 2017.
- 11.1.3 By-law 2017-35 (Regulations) Signs 79 - 110**
- Council Report was passed by Council resolution on February 6, 2017.
- Mover Councillor S. Myers
Secunder Councillor M. Bruni
- Resolved that By-law 2017-35 being a by-law for regulating or prohibiting signs and other advertising devices be passed in open Council this 21st day of February, 2017.
- 11.1.4 By-law 2017-36 (Parking) Municipal Law Enforcement Officers 111 - 113**
- A report from the Manager of Transit and Parking is on the Agenda.
- Mover Councillor S. Myers
Secunder Councillor M. Bruni
- Resolved that By-law 2016-36 being a by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule "A" to By-law 90-305 be passed in open Council on this 21st day of February, 2017.

- 11.1.5 By-law 2017-37 (Property Sale) 1393 Peoples Road** 114 - 116
- A report from the City Solicitor is on the Agenda.
- Mover Councillor S. Myers
Secunder Councillor M. Bruni
- Resolved that By-law 2017-37 being a by-law to authorize the sale of surplus property being legally described as Part PIN 31566-0275 (LT) PT SEC 24 KORAH PT 6 1R1216; SAULT STE. MARIE being part civic 1393 Peoples Road to Nick Palumbo be passed in open Council this 21st day of February, 2017.
- 11.1.6 By-law 2017-38 (Street Closing) Part Corey Avenue and Part Jean Avenue** 117 - 118
- Council Report was passed by Council resolution on May 30, 2016.
- Mover Councillor S. Myers
Secunder Councillor M. Bruni
- Resolved that By-law 2017-38 being a by-law to stop up, close and authorize the conveyance of part of Corey Avenue and part of Jean Avenue in the Manitou Park Subdivision, Plan H436 and to authorize the conveyance of the 1' reserves abutting this property be passed in open Council this 21st day of February, 2017.
- 11.1.7 By-law 2017-39 (Agreement) Enabling Accessibility Fund Agreement** 119 - 129
- A report from the Manager of Recreation and Culture is on the Agenda.
- Mover Councillor S. Myers
Secunder Councillor F. Fata
- Resolved that By-law 2017-39 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada (Hereinafter Referred to as "Canada"), as represented by the Minister of Employment and Social Development for the Strathclair Pathways to Accessibility project be passed in open Council this 21st day of February, 2017.
- 11.1.8 By-law 2017-40 (Regulations) Fireworks** 130 - 130
- Correspondence requesting permission for a fireworks display on Top Sail Island is on the Agenda.
- Mover Councillor S. Myers
Secunder Councillor F. Fata
- Resolved that By-law 2017-40 being a by-law to approve the discharge of fireworks by David Whysall International Fireworks pursuant to Section 4 of the Fireworks By-law 2013-146 between 7:00 p.m. to 11:00 p.m. on March 1, 2017 for the Provincial Industry Conference ("PIC") sponsored by Festival

and Events Ontario, together with Tourism Sault Ste. Marie and Northern Ontario Tourism be passed in open Council on this 21st day of February, 2017.

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

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

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

13. **CLOSED SESSION**

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that this Council proceed into closed session to discuss:

- an acquisition of real property
- a labour relations issue
- an issue concerning an assessment appeal

Municipal Act R.S.O. 2002 – section 239(2)(c) – a proposed or pending acquisition or disposition of land by the municipality; section 239(2)(d) labour relations or employee negotiations; 239(2)(f) solicitor/client privilege

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.

14. **ADJOURNMENT**

Mover Councillor S. Myers
Seconder Councillor F. Fata

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, February 6, 2017
4:30 pm
Council Chambers
Civic Centre

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

Officials: A. Horsman, M. White, N. Kenny, L. Girardi, T. Vair, M. Figliola, D. McConnell, P. Niro, D. Elliott, S. Hamilton Beach, F. Coccimiglio, J. Bruzas, V. McLeod, P. Tonazzo

1. ADOPTION OF MINUTES

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the Minutes of the Regular Council Meeting of 2017 01 23 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 – Ministry of Labour Field Visit

Brother employed by Fire Services

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the Agenda and Addendum for the 2017 02 06 City Council Meeting as presented be approved.

Carried

5. PROCLAMATIONS/DELEGATIONS

5.1 211 Day

Gary Vipond, CEO, United Way was in attendance.

5.2 Community Adjustment Committee

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

5.3 Sault Ste. Marie Ratepayers Association

Lorna Rudolph and David Poluck were in attendance.

5.4 Civic Centre Recladding

Mark Luciuk, Morrison Hershfield and Geoff Miller, RDH Architects were in attendance concerning agenda item 7.3.1.

5.5 New Comprehensive Signs By-law

Rory Ring (Chamber of Commerce), Leslie Cook (portable sign operator), Mark Lepore (representing Leslie Cook), Kyle Batman (portable sign operator) Donna Hilsinger (Tourism Sault Ste. Marie) and Bill Hammond (portable sign operator) were in attendance concerning agenda item 7.6.1.

5.6 Steelton Seniors Centre Relocation to Northern Community Centre

Roxanne Rissanen, CEO / Director of Public Libraries and Jerry Pauquette, Steelton Seniors Centre Working Committee were in attendance concerning agenda item 6.8.

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor F. Fata

Resolved that all the items listed under date 2017 02 06 – Agenda item 6 – Consent Agenda and the Addendum be approved as recommended.

Carried

6.1 Correspondence

6.1.1 Joint Meeting

Correspondence from Mayor Provenzano to Chief Dean Sayers and Chief Paul Syrette was received by Council.

6.1.2 Budget Submission from NOLUM

Correspondence from the Mayors of the Northern Ontario Large Urban Municipalities to the Minister of Finance was received by Council.

6.1.3 Ministry of Labour Field Visit

Correspondence to Council from the CAO was received.

6.1.4 Special Occasion Permit Notification

Correspondence notifying Council of a private property Special Occasion Permit event was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor F. Fata

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

Festival and Events Ontario - Bushplane Heritage Centre

- March 1, 2017 – Welcome Reception – 6 p.m. to 1 a.m.

Carried

6.1.5 Algoma Public Health

Correspondence from the Medical Officer of Health responding to a recent resolution of Council was received by Council.

6.2 2018 Municipal Election – Ranked Ballots

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

Resolved that the report of the Deputy CAO/City Clerk – Corporate Services dated 2017 02 06 concerning 2018 Municipal Election – Ranked Ballots be received and the recommendation not to use a ranked ballot system for the 2018 Municipal Elections be approved.

Carried

6.3 Closed Captioning

The report of the Manager of Information Technologies was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the report of the Manager of Information Technology dated 2017 02 06 regarding Closed Captioning be received as information.

Carried

6.4 Ontario Regulation 284/09

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor F. Fata

Resolved that the report of the Chief Financial Officer and Treasurer dated 2017 02 06, concerning Ontario Regulation 284/09 be approved for the budget year 2017.

Carried

6.5 Property Tax Appeals

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

Resolved that the report of the City Tax Collector dated 2017 02 06 concerning Property Tax Appeals be received and the recommendation that the tax records be amended pursuant to Section 357 of the Municipal Act be approved.

Carried

6.6 Black Road/Third Line EA – Addendum

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

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the report of the Director of Engineering dated 2017 02 06 concerning the Black Road/Third Line EA Addendum be received as information.

Carried

6.7 Innovation Centre Lease – Civic Centre

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

The relevant By-law 2017-32 is listed under item 11 on the Minutes.

6.8 Steelton Seniors Centre Relocation to the Northern Community Centre

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor F. Fata

Resolved that the report of the Manager of Recreation and Culture dated 2017 02 06 concerning the Steelton Seniors Centre relocation plan be received and that Council approve the funding transfer in the amount of \$18,600 from the Steelton Roof and the Steelton Parking Lot projects to support the capital upgrades.

Carried

6.9 Traffic Operations Study – Second Line East

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

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

Resolved that the Report of the Director of Planning and Enterprise Services dated 2017 02 06 concerning the Traffic Operations Study for Second Line East be received, and that \$30,000 from the Engineering Equipment Reserve previously approved for official plan consultation be redirected to the Second Line traffic operations study.

Carried

6.10 Insurance Renewal

The report of the Assistant City Solicitor/Senior Litigation Counsel was received by Council.

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

That Council accepts the proposal of Jardine Lloyd Thompson Canada Inc., along with an increase in the liability deductible from \$75,000.00 to \$100,000.00, auto deductible from

\$10,000.00 to \$25,000.00 and property deductible from \$25,000.00 to \$50,000.000. Furthermore, that Council direct the Legal Department to bring forward the appropriate by-law to authorize the execution of the Acceptance of Municipal Insurance Program Proposal for the period of February 2017 to February 2018 at a later date.

Carried

6.11 Strathclair Park Lighting for Slo-pitch Field A – CIP 150 Funding Agreement

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

The relevant By-law 2017-34 is listed under item 11 of the Minutes.

6.12 Council Travel

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that Mayor Provenzano be authorized to travel to Toronto for 2 days in February to attend meetings at Queen's Park at an estimated cost to the City of \$686.

Carried

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1 ADMINISTRATION

7.1.1 Changes to Municipal Legislation

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

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that the report of the Deputy CAO / City Clerk – Corporate Services dated 2017 01 23 concerning Changes to Municipal Legislation be received as information.

Carried

7.2 COMMUNITY SERVICES DEPARTMENT

7.3 ENGINEERING

7.3.1 Civic Centre Recladding

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

Moved by: Councillor S. Myers

Seconded by: Councillor M. Bruni

Resolved that the report of the Director of Engineering dated 2017 02 06 concerning Civic Centre recladding be received, and the recommendation to proceed to design and tender of

Option C, Civic Centre, provision of new glazing and aluminum curtain wall system with aluminum composite panels, be approved.

Carried

7.4 FIRE

7.5 LEGAL

7.6 PLANNING

7.6.1 New Comprehensive Signs By-law

The report of the Senior Planner was received by Council.

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor F. Fata

Resolved that the Report of the Senior Planner dated 2017 02 06 concerning the new Comprehensive Signs By-law be received and that Council approve the proposed by-law in principle, and that Legal Department be directed to prepare the appropriate by-law(s) for Council's February 21, 2017 meeting.

Recorded	For	Against	Abstain
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	8	5	0
Carried			

Moved by: Councillor R. Romano

Seconded by: Councillor L. Turco

Whereas there still remains confusion and a number of unanswered questions surrounding the proposed sign by-law,

Resolved that agenda item 7.6.1 be postponed to answer said questions and return to Council within 90 days.

Recorded	For	Against	Abstain
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	4	9	0
Defeated			

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

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

8.1 National Flag Day

Moved by: Councillor S. Myers

Seconded by: Councillor J. Hupponen

Whereas February 15, 2017 is Canada's National Flag Day; and

Whereas 2017 is an especially important time in Canada's 150th year history to recognize and honour the Flag of Canada; and

Whereas the Mayor's Committee on Canada 150 does wish to take part in the Canadian government's "Share your Moment with the Flag Challenge" by posting a picture of Mayor Provenzano and the members of City Council with the Canadian flag; and

Whereas the Mayor's Committee on Canada 150 would like to ask every Saultite to also take part in the "Share your Moment with the Flag Challenge" by posting a picture or video of you with the flag and inspire others to do the same,

Now Therefore Be It Resolved that Mayor and Council now proceed to 'share our moment with the flag' as part of the Canada 150 "Sharing your Moment with the Canadian Flag" challenge.

Carried

8.2 Customer Service Training for all Front-Line Staff

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Whereas many City staff are dealing with residents on a frequent, and often daily, basis; and

Whereas it is important that residents are receiving the proper information in a professional manner; and

Whereas customer service training can assist City staff in managing the variety of issues they face when dealing with residents,

Now Therefore Be It Resolved that the appropriate staff report back to Council on the feasibility and cost implications of providing customer service training to all City staff who are dealing with residents on a frequent basis, whether in person, on the phone, or by e-mail, to assist them in their daily interactions.

Carried

8.3 Change in Job Evaluation Committee for Senior Management

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Whereas a Job Evaluation Committee sets the pay grade for any new hires or new job classification; and

Whereas the Job Evaluation Committee is made up of City Staff trained in the Job Evaluation system; and

Whereas it would be possible under the current system that members of the Job Evaluation Committee would be setting the pay grade for their superiors,

Now Therefore Be It Resolved that staff report to Council on using an independent group, agency, or committee to evaluate the pay grade for any new hire or new job classification where such new hire or new job classification would be at a considered Senior Management position or higher.

Carried

8.4 Call Centre Training Pilot Program

Moved by: Councillor S. Butland

Seconded by: Councillor S. Hollingsworth

Whereas the City's two main call centres (Agero and Sutherland) operate continuously without a full staff complement; and

Whereas both unemployment and social assistance number are at high levels,

Now Therefore Be It Resolved that the City's Human Resources Department and other relevant staff co-ordinate a meeting with representatives from the following: EDC, DSSAB, Sault Community Career Centre, Adult Learning Centre, Agero, Sutherland, Soo College, Ministry of Advanced Education and Skills Development to discuss potential to initiate a pilot training program (4 – 6 weeks) for prospective employment candidates for the Call Centres.

Carried

8.5 Notice of Motion – Energy Export

Moved by: Councillor S. Butland

NOTICE OF MOTION

Whereas Sault Ste. Marie produces twice the energy required to service the community and this excess is transmitted by the grid to the rest of Ontario with little positive consequence to the residents of Sault Ste. Marie; and

Whereas the Upper Peninsula of Michigan is deficient in present and pending energy requirements and are presently considering options to address the issue; and

Whereas one option could be to transmit excess energy from Ontario to Michigan across the border which could be mutually beneficial to both jurisdictions;

Now Therefore Be It Resolved that Council request the PUC to commission a study on the viability of erecting the required transmission lines with consideration of costing, environmental issues, international agreements, potential sales of this excess energy and willingness of Provincial state and Federal jurisdictions to co-operate in such an initiative.

8.6 Closed Captioning – Potential Funding

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Butland

Be it resolved that staff report back on whether closed captioning for Council meetings can be funded through our existing budget or through other outside funding.

Carried

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

10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

11. CONSIDERATION AND PASSING OF BY- LAWS

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor F. Fata

Resolved that all By-laws under item 11 of the Agenda and Addendum under date 2017 02 06 be approved.

Carried

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

11.1.1 By-law 2017-32 (Agreement) Innovation Centre Lease (Civic Centre 6th Floor)

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor F. Fata

Resolved that By-law 2017-32 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Innovation Centre for the lease of the Civic Centre, 6th Floor located at 99 Foster Drive, Sault Ste. Marie be passed in open Council this 6th day of February, 2017.

Carried

11.1.2 By-law 2017-33 Heritage Designation 83 Huron Street

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor F. Fata

Resolved that By-law 2017-33 being a by-law to designate 83 Huron Street as being of architectural or historic value or interest be passed in open Council this 6th day of February, 2017.

Carried

11.1.3 By-law 2017-34 (Agreement) Strathclair Park Lighting

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor F. Fata

Resolved that By-law 2017-34 being a by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada ("Her Majesty") hereby represented by the Minister of Industry (the "Minister") for Community Infrastructure Program 150 funding for the Strathclair Lighting project be passed in open Council this 6th day of February, 2017.

Carried

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

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

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

13. CLOSED SESSION

Moved by: Councillor S. Hollingsworth

Seconded by: Councillor M. Bruni

Resolved that this Council proceed into closed session to discuss:

- two matters concerning acquisition/disposition of land (McNabb Street area; Peoples Road)
- one item concerning employee negotiations

(Municipal Act R.S.O. 2002 - Section 239 (2)(c) – a proposed or pending acquisition or disposition of land by the municipality; Labour relations and employee negotiations – section 239(2)(d)).

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

Carried

14. ADJOURNMENT

Moved by: Councillor S. Myers

Seconded by: Councillor F. Fata

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk

February 9, 2017

Mr. Malcolm White
Deputy CAO and City Clerk
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

Dear Mr. White:

Festivals and Events Ontario will be hosting our annual Provincial industry conference in Sault Ste. Marie from March 1 – 3, 2017. We have partnered with Tourism Sault Ste. Marie and Northern Ontario Tourism. It has been over 20 years since we have been in the Soo and are looking forward to seeing the sites and visiting venues during our stay.

We are requesting permission to use Top Sail Island in Bellevue Park on Wednesday, March 1st at 7:00 p.m. for our Fireworks Display as part of our Welcome Reception.

The fireworks will be presented/operated by:

David Whysall International Fireworks.
P.O. Box 357
Fergus, ON N1M 3E2

Both FEO and David Whysall International Fireworks will provide insurance certificates to Sault Ste. Marie Community Services Department, naming the City as an additional insured. We will also obtain the permit from Sault Ste. Marie Fire Services.

We appreciate your consideration and look forward to hearing from you in the near future.

Sincerely,



Kathrin Delutis
CEO

cc: Margaret Hazelton, SSM Community Services Department
Dan Fraser, SSM Fire Services
Jennifer King-Callon, SSM Tourism

DATE: 2017 02 13

TO: Mayor and City Council

Attached is the Notice of Motion tabled at our meeting of February 6. I also enclose for your information pertinent correspondence which clearly indicates the intent of the resolution is now redundant.

There is presently a Michigan study being finalized with a segment dealing with the potential for transmission lines connecting Michigan and Ontario. The bonus would appear to be Minister Thibeault's support of the concept and the fact that the Sault is mentioned specifically.

As Mayor Provenzano has stated, it will take "much economic and political will" to advance this project but truly believe it is worth pursuing.

I have been approached by private investors expressing an interest as to their involvement.

A strategy should be developed as to how best to move this development forward and any input from you would be appreciated. Questions? Give me a call at 705-542-0546.

Regards,

A handwritten signature in blue ink, appearing to be 'Steve', written over the word 'Regards,'.

Steve

Notice of Motion

Councillor Steve Butland

WHEREAS Sault Ste. Marie produces twice the energy required to service the community and this excess is transmitted by the grid to the rest of Ontario with little positive consequence to the residents of Sault Ste. Marie; and

WHEREAS the Upper Peninsula of Michigan is deficient in present and pending energy requirements and are presently considering options to address the issue; and

WHEREAS one option could be to transmit excess energy from Ontario to Michigan across the border which could be mutually beneficial to both jurisdictions;

NOW THEREFORE BE IT RESOLVED that Council request the PUC to commission a study on the viability of erecting the required transmission lines with consideration of costing, environmental issues, international agreements, potential sales of this excess energy and willingness of Provincial state and Federal jurisdictions to co-operate in such an initiative.

Judy Biocchi

From: Steve Butland
Sent: Tuesday, February 07, 2017 11:35 AM
To: Judy Biocchi
Subject: Fwd: Follow-up on Upper Peninsula Issues

Thanks, Steve Butland

Begin forwarded message:

From: "Byrne, Michael (LARA)" <ByrneM@michigan.gov>
Date: February 6, 2017 at 3:59:55 PM EST
To: "s.butland@cityssm.on.ca" <s.butland@cityssm.on.ca>
Cc: "Holley, Reka (LARA)" <HolleyR@michigan.gov>
Subject: Follow-up on Upper Peninsula Issues

Mr. Butland,

I appreciated the opportunity to speak to you on Friday regarding energy issues and potential electrical connections between Ontario and Michigan.

As we discussed, here is a link to the [request](#) made by Michigan's Governor Rick Snyder to the Midcontinent Independent System Operator (MISO) last year to study improved interconnection between the Upper Peninsula and Canada, as well as lower Michigan. We expect the results of this study in the next [few months](#). Here is the Governor's [press release](#) on the request.

I would also draw your attention to the Michigan Agency for Energy's [press release](#), which includes a quote from Glenn Thibeault, Ontario's Minister of Energy, regarding Ontario's willingness to assist in the study.

I hope this is helpful; please let me know if you have any questions. Thanks!

Mike Byrne, Director of External Affairs
Michigan Agency for Energy
517 284-8062
517 897-3246 (cell)
byrnem@michigan.gov



STATE OF MICHIGAN
EXECUTIVE OFFICE
LANSING

RICK SNYDER
GOVERNOR

BRIAN CALLEY
LT. GOVERNOR

August 17, 2016

John Lawhorn
Senior Director of Policy and Economic Studies
Midcontinent Independent System Operator
P.O. Box 4202
Carmel, IN 46082-4202

Dear Mr. Lawhorn,

The Michigan Agency for Energy (MAE) requests that the Midcontinent Independent System Operator (MISO) conduct system analyses to help the State of Michigan better understand the potential production cost savings, reliability, and resource adequacy benefits of transmission including increased import capability, and generation expansion in Michigan. MISO's regional planning and modeling expertise will be invaluable to us as we set Michigan on a path toward adaptable, reliable, affordable and environmentally protective energy. Specifically, we would ask that MISO conduct a near and long term evaluation of transmission expansion better connecting the Upper Peninsula of Michigan to our Canadian neighbors as well as to lower Michigan.

Many fundamental characteristics of the Bulk Electric System (BES) have evolved over the last five years on both sides of the international border, and change to the system is expected to accelerate within Michigan. With so many changes to the overall MISO system, but especially the challenges that Michigan residents and business face, it is critical for Michigan that MISO conduct analyses that consider updated system assumptions and scenarios specific to Michigan's unique peninsulas. For MISO's consideration, an attachment to this letter outlines recent and expected changes to the electricity system that could have an impact in Michigan.

Specifically, MAE requests that MISO conduct a near and long term regional evaluation of potential production cost savings, reliability, and resource adequacy benefits of transmission and generation expansion in MISO's northern footprint, specifically Michigan's eastern Upper Peninsula (part of Zone 2) up to Sault Ste. Marie, Ontario and northern Lower Peninsula (Zone 7) at the Straits of Mackinac down to the northernmost portion of the existing 345 kV transmission line near Gaylord, MI. Alternatively, MAE requests MISO update its 2012 Northern Area Study for these same Michigan areas, but in that event, to work more closely with the Ontario grid operators to ensure possible benefits are fully studied, as we understand the interconnection is to an area that has high production potential compared to the load but constrained transmission. Ontario's next Long-Term Energy Plan process will commence this summer, so this may be an excellent opportunity to work together.

Further, MAE is interested to know the impacts that a new natural gas-fired electric generating station located strategically in northern lower Michigan could have on the BES, especially in conjunction with the transmission upgrades. As you know, Michigan is likely to have to add capacity, likely in the form of a natural gas plant, in the near term. An evaluation as to the ability of strategic location of that plant to be part of an overall cost-lowering strategy is something that would be especially beneficial at this time.

Specifically, MAE would like MISO to model the production cost savings, reliability, resource adequacy, and power flows that would result from a natural gas-fired generating station located in the northcentral Lower Peninsula of Michigan. The optimal site to model new gas-fired generation is near existing underground natural gas storage fields in Otsego and Kalkaska counties, intrastate natural gas pipelines, and 345 kV electric transmission lines in the northern Lower Peninsula.

MAE appreciates your consideration of this request and are happy to address any additional questions you would have. MAE staff would be happy to provide any technical assistance, government-to-government outreach, or any other support that would be requested by MISO to assist it in conducting this study.

Sincerely,



Rick Snyder
Governor



Valerie Brader
Executive Director
Michigan Agency for Energy

Attachment

Michigan Agency for Energy: Ontario supports study of electric transmission with Upper Peninsula that could lead to reduced rates on both sides of the border
September 09, 2016

Contact: Judy Palnau, 517-284-8300

Agency: Michigan Agency for Energy

LANSING, Mich. – The Michigan Agency for Energy today said Ontario is supporting its request at the Midcontinent Independent System Operator (MISO) to study the near and long-term benefits of electric transmission between the Upper Peninsula and the Canadian province.

Michigan Governor Rick Snyder on August 17 asked MISO, the regional transmission operator for most of the state, to study the benefits of better electric connections between Michigan's two peninsulas and Sault Ste. Marie, Ontario.

"I am pleased that Ontario has joined with Michigan in supporting a study that will bilaterally explore ways to improve electric connections and reduce rates on both sides of the border," said Valerie Brader, MAE's executive director. "MAE looks forward to working together with Ontario in a cooperative and collaborative manner to examine the impact of interconnections that will move us toward adaptable, reliable, affordable and environmentally protective energy for Michigan's future. MAE and Ontario's Independent Electricity System Operator (IESO) stand ready to provide support as requested by MISO to assist with this study."

In a letter to MISO, Brader noted Ontario's support for a MISO study by Glenn Thibeault, Ontario's Minister of Energy, who said:

"I recognize the value of the Michigan Agency for Energy requesting MISO to study transmission options for the Upper Peninsula region. Ontario also recognizes that, as a general principle, interconnections with neighbouring jurisdictions provide significant economic and reliability benefits on a daily basis. In addition, they can also provide much needed support during emergency events, such as the sudden loss of a significant generating source or transmission element. Ontario supports the proposed study and we are interested in examining how the results could lead to shared benefits for Michigan and Ontario.

"To help facilitate this study, I have asked Ontario's IESO to assist, as appropriate."
For more information about MAE, please visit www.michigan.gov/energy.

Gov. Rick Snyder requests MISO to study benefits of better electrical connections between Michigan's two peninsulas and Canada

Study can identify opportunities to lower costs and increase reliability

Wednesday, August 17, 2016

LANSING, Mich. – Governor Rick Snyder today asked the Midcontinent Independent System Operator (MISO), the regional transmission operator for most of the state, to study the near and long-term benefits of electric transmission and generation expansion in MISO's northern footprint to determine if there is an opportunity to lower costs while increasing reliability in the future.

"Since Michigan has some of the highest prices for transmission in the MISO footprint, it makes sense to ask whether, in the long term, we can all spend less while increasing reliability by strengthening our ties to each other and our neighbors," Snyder said.

"Michigan is in the middle of a transformation of our energy infrastructure in both peninsulas, and Ontario's generation has changed a great deal, including the area just across the Soo," added Valerie Brader, executive director of the Michigan Agency for Energy, who joined in the request. "This study will help us identify whether, due to all these changes, there are new opportunities for infrastructure that will make Michigan more adaptable."

Specifically, in the request, the Governor is asking for MISO to study connecting Michigan's eastern Upper Peninsula (part of MISO's Zone 2) up to Sault Ste. Marie, Ontario, and also strengthening the connection between the Upper Peninsula (U.P.) and the northern Lower Peninsula (Zone 7) at the Straits of Mackinac down to the northernmost part of the existing 345 kV transmission line near Gaylord.

In addition, the study asks MISO to assume a large natural gas plant is constructed in Otsego or Kalkaska County, which have availability of natural gas pipelines with available capacity, large electrical transmission, and natural gas storage in a small geographical area.

The request was also supported by State Senator Tom Casperson, who has advocated for such a study for several years, as well as other private stakeholders.

"We owe it to the citizens of the U.P. to explore every avenue to lower costs now and in the future," said Casperson. "I am glad to join with the Governor's administration to make this request, so we can find out if Michigan ratepayers have an option to save money and improve reliability at the same time."

Governor Snyder called for such a study in his 2012 Energy and the Environment Special Message. Although MISO completed a northern area study studying stronger ties between the upper and lower peninsulas of Michigan, no ties to Canada were studied and there have been significant infrastructure changes since that time and more are expected in the future.

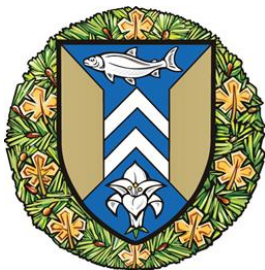
For more information about MAE, please visit www.michigan.gov/energy.

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AGENDA



- 7:30 – 8:20: Event Registration & Continental Breakfast
- 8:20 – 8:30: Welcome and Introductory Remarks
- 8:30 – 9:15: Michigan Agency for Energy Perspective
Valerie Brader, Executive Director
- 9:15 – 10:15: Michigan Public Service Commission Perspective
Chairman Sally Talberg
Commissioner Norm Saari
Commissioner Rachel Eubanks
Moderator: Deb Muchmore, Kandler Reed Khoury & Muchmore
- 10:15 – 10:45: Networking Break
- 10:45 – 11:45: Industry Perspectives
Jim Ault
President/CEO, Michigan Electric & Gas Association
Jim Weeks
Executive Director, Michigan Municipal Electric Association
Craig Borr
President/CEO, Michigan Electric Cooperative Association
Jason Geer
Director of Energy & Environmental Policy, Michigan Chamber of Commerce
Moderator: David Forsberg, Manager - Community, Government and Public Relations, Upper Peninsula Power Company
- 11:45 – 1:00: Lunch and Networking
- 1:15 – 2:00: Transmission Update
Melissa Seymour
Regional Executive – Central Region, Midcontinent Independent System Operation
Brett French
External Affairs Manager, American Transmission Company
- 2:00 – 2:30: Networking Break
- 2:30 – 3:15: Governor Rick Snyder
- 3:15 – 3:45: SEMCO ENERGY's Natural Gas Pipeline Proposal
Tim Lubbers
Director of Business Development, SEMCO
- 3:45 – 4:15: Enbridge Update
John Gauderman
Director, Great Lakes Region, Enbridge
- 4:15 – 4:30: Wrap-up



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

February 21, 2016

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tom Vair, Deputy CAO, Community Development and Enterprise Services

DEPARTMENT: Community Development and Enterprise Services

RE: Economic Development

PURPOSE

The purpose of this report is to provide an update to City Council following receipt of the economic development review completed by MDB Insight and subsequent discussions by the City with the Sault Ste. Marie Economic Development Corporation (SSMEDC) and Sault Ste. Marie Innovation Centre (SSMIC).

BACKGROUND

On March 7, 2016, City Council passed a resolution requesting staff undertake an assessment, either directly and/or with the assistance of an independent third party, of the City's economic development and provide a report to Council. On Dec. 21st, 2016, City Council received a report from the Deputy CAO, Community Development and Enterprise Services and a report/presentation from MDB Insight, an economic development consultancy selected through an RFP process to complete the assessment.

City Council resolved that the report of the Deputy CAO, Community Development and Enterprise Services be received and referred to staff to consult with the Sault Ste. Marie Innovation Centre and Sault Ste. Marie Economic Development Corporation and report back to Council in January 2017 concerning implementation of the recommendations of the report;

Further that pursuant to section 7.1 of the Memorandum of Understanding (MOU) between the City of Sault Ste. Marie and the Sault Ste. Marie Economic Development Corporation dated August 2009, that staff be directed to provide formal notice of termination of the said MOU;

Further that pursuant to section 7.1 of the Memorandum of Understanding (MOU) between the City of Sault Ste. Marie and the Sault Ste. Marie Innovation Centre

dated September 2009, that staff be directed to provide formal notice of termination of said MOU.

ANALYSIS

The City and members of the Board Executive teams from both the Sault Ste. Marie Economic Development Corporation (SSMEDC) and Sault Ste. Marie Innovation Centre (SSMIC) have had a series of positive discussions on the topic of enhancing economic development activities in Sault Ste. Marie and region.

The goal of these discussions is to optimize performance of economic development activities in the region and maximize return on investment from economic development funding by the City of Sault Ste. Marie.

A Collaborative Framework has been established to guide the discussions moving forward and it includes the following principles:

- Step change is required and we need to act with urgency – we have a pressing need and will aim to conclude this process as soon as possible
- Any actions taken must result in a stronger and enhanced economic development platform including improved efficiency and value for money
- This initiative is not about individuals but working for what's best for economic development of the region
- Outcomes will ensure we facilitate good communication and collaboration in achieving the community's strategic plan related to economic development
- It is agreed the optimal structure is to have an independently incorporated economic development agency or agencies
- There will be free and open sharing of information between SSMIC, SSMEDC and the City to ensure informed decision making and all options are considered fully
- Respect that SSMIC and SSMEDC are independent corporations, each with a Board of Directors

A Steering Committee was formed that consists of:

- SSMEDC: Rob Reid, Don Mitchell, Terry Rainone
- SSMIC: Chris Wray, Kirsten Corrigan, Theresa Cassan
- City: CAO Al Horsman; Deputy CAO Tom Vair; (Mayor Provenzano, if requested)

A Working Group was also established whose activities are directed by the Steering Committee and the members include:

- SSMEDC: Tom Dodds
- SSMIC: Don MacLennan
- City: Al Horsman; Tom Vair

The Steering Committee will also approve the involvement of any additional resource members (third party experts/consultants or additional staff), if required.

All discussions will remain confidential and, to ensure consistent communications are provided, the Steering Committee will approve any communication updates to be provided to staff and external audiences.

The Steering Committee is trying to move forward as quickly as possible both to improve economic development outcomes and to minimize ongoing uncertainty among staff. At the same time, the Steering Committee recognizes they must proceed in a thorough and thoughtful manner.

The Committee is examining options for an enhanced economic development platform and aims to have all information assembled in order to reach a consensus on a recommended approach by March 2nd. This will enable them to provide information to their respective Boards for consideration at the end of March/early April.

There are a number of positive activities underway by SSMIC and SSMEDC and these activities must continue. The Steering Committee remains committed to maximizing the impact of economic development investment, establishing a high performance economic development platform and building prosperity in Sault Ste. Marie and region.

FINANCIAL IMPLICATIONS

Financial implications of the report will be determined based on the outcome of discussions with SSMEDC and SSMIC, final recommendation from City staff and direction from City Council. From a policy perspective, once outcomes of the discussions have been determined, revisions will take place to re-define the MOU with the appropriate economic development entity or entities.

STRATEGIC PLAN / POLICY IMPACT

This item directly aligns with the Corporate Strategic Plan in the focus area of Community Development and Partnerships. Specifically, the plan states “We foster an environment where economic development dollars are maximized so that existing and new business can flourish. Citizens expect true value for their tax dollars. We are committed to maintaining financial viability by strategically embracing our future with careful consideration and calculated risk in all undertakings.”

COUNCIL DIRECTION

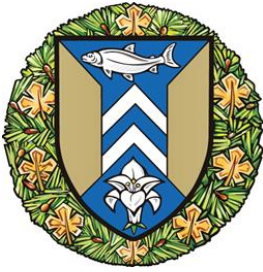
It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO, Community Development and Enterprise Services dated 2017 02 21 concerning Economic Development be received as information.

Respectfully submitted,



Tom Vair
Deputy CAO,
Community Development and Enterprise Services



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

February 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: Request for Financial Assistance for National/
International Sports Competitions-Richard MacLennan-
Speed Skating

PURPOSE

This report is to seek City Council's approval of an application under the Parks and Recreation Advisory Committee's Financial Assistance Program for National/International Sports Competitions.

BACKGROUND

The Parks and Recreation Advisory Committee's Financial Assistance Program for National/International Sports Competitions is a program endorsed by City Council to support local athletes, including teams and individuals who excel at their given sport on the national or international level. The program has a set of criteria by which applications are accessed and specific levels of financial assistance are governed. City Council gives final approval of all applications.

ANALYSIS

The attached application was received from Richard MacLennan for a financial assistance grant to attend Speed Skating Canada's Single Distance Championships held January 4-6th, 2017 in Calgary, Alberta. The Parks and Recreation Advisory Committee reviewed the application from Richard MacLennan at their meeting on February 7, 2017 and found that it meets the criteria of the Financial Assistance Policy. The following resolution was passed:

Moved by: R. Carricato

Seconded by: B. Lindsay

"Resolved that the Parks and Recreation Advisory Committee endorse the application by Richard MacLennan for financial assistance for participation in Speed Skating Canada's Single Distance Championships held January 4-6th, 2017 in Calgary, Alberta in the amount of \$200.00 and that a report be sent to City Council for their approval."
CARRIED.

Request for Financial Assistance for National/International Sports Competitions-
Richard MacLennan-Speed Skating
2017 02 21
Page 2.

FINANCIAL IMPLICATIONS

Core funding for various financial assistance programs is provided in the City's budget

STRATEGIC PLAN / POLICY IMPACT

This is an operational matter not articulated in the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

"Resolved that the report of the Manager of Recreation and Culture dated 2017 02 21 concerning the Request for Financial Assistance be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council approve a \$200 financial assistance grant for Mr. MacLennan's participation at Speed Skating Canada's Single Distance Championships held January 4-6th, 2017 in Calgary, Alberta be approved.

Respectfully submitted,

Virginia McLeod
Manager of Recreation and Culture
705.759-5311
v.mcleod@cityssm.on.ca



REQUEST FOR FINANCIAL ASSISTANCE FOR
NATIONAL/INTERNATIONAL SPORTS COMPETITIONS
APPLICATION FORM

PLEASE PRINT

Name and Address of Applicant:

Correspondence will be directed to this name and address.

Name: Richard Mulennan

Address: [REDACTED]

SSM, ON

Postal Code: [REDACTED]

Phone: [REDACTED] (H) [REDACTED] (W) Fax: [REDACTED]

Email: [REDACTED]

Name and Address of Athlete(s): (if different from applicant)

Attach team list to application form if applicable. (athletes only)

Name: _____

Address: _____

Postal Code _____

Name of Team or Club (if applicable):

Name of National or International Sporting Competition:

Canadian Single Distance Championships

Date(s) of Competition:

January 4, 5, & 6, 2017

Location of Competition:

Calgary, Alberta

Name of Sports Governing Body:

Speed Skating Canada

Please append correspondence (email or letter) that confirms individual or team eligibility as a Northern Ontario, Ontario or Canadian representative from the applicable sport governing body.
APPLICATIONS WILL NOT BE PROCESSED OR APPROVED WITHOUT PROOF OF ELIGIBILITY.

Total Amount of Assistance Requested:
(See Policy for application limits)

\$ 200.00

Please specify, as accurately as possible, how the financial assistance will be used if approved.

Registration, meals & incidentals

Have you previously requested financial assistance from the City?

No _____ Yes ☒ Amount \$ 200.00

If yes, please indicate the year(s):

2016, 2015, 2014, 2013, 2012, 2011,

If this application for funding is approved, the payment cheque should be payable to:

Richard MacLennan

- For recipients under the age of 18, payment will generally be provided to a parent or guardian, as circumstances dictate.
- Funding for sports teams will be payable to the coordinating group, sport association or financial representative.

I CERTIFY that to the best of my knowledge, the information provided in the Request for Financial Assistance for National/International Sports Competitions Application Form is accurate and complete and is endorsed by the individual or the not-for-profit sports team I represent.

DATE: 2017 January 3
Year Month Day

<u>Richard MacLennan</u>	<u>Skater</u>	<u>[Signature]</u>	<u>[Redacted]</u>
Name (Applicant)	Title (If applicable)	Signature	Phone Number
<u>John Overman</u>	<u>Head Coach</u>	<u>[Signature]</u>	<u>[Redacted]</u>
Name (Club Official)	Title	Signature	Phone Number

- Two signatures are required.
- Applications submitted with only one signature will not be accepted.
- Applications received after the date of the competition will not be accepted.

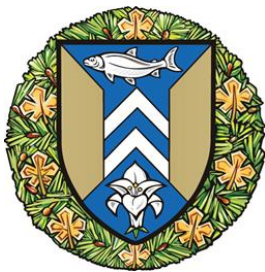
PLEASE RETURN THIS FORM IN PERSON OR BY MAIL TO:

Recreation and Culture Division
Community Services Department
Civic Centre,
99 Foster Drive,
Sault Ste. Marie, ON
P6A 5X6

For additional information:

Please call 759-5310 between the hours of 8:30 a.m. to 4:30 p.m., Monday to Friday.

The information requested above is being collected pursuant to the Municipal Act and in accordance with the Municipal Freedom of Information and Protection of Privacy Act. The information collected will be strictly used to determine eligibility for a financial assistance grant to attend a national or international sporting competition as defined in the Financial Assistance Policy. For more information or if you have any questions regarding its collection and use please contact the Recreation and Culture Division of the Community Services Department at 759-5310.



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

February 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Development and Enterprise Services

RE: Request for Financial Assistance for
National/International Sports Competitions-Kieran
Desjardins-Speed Skating

PURPOSE

This report is to seek City Council's approval of an application under the Parks and Recreation Advisory Committee's Financial Assistance Program for National/International Sports Competitions.

BACKGROUND

The Parks and Recreation Advisory Committee's Financial Assistance Program for National/International Sports Competitions is a program endorsed by City Council to support local athletes, including teams and individuals who excel at their given sport on the national or international level. The program has a set of criteria by which applications are accessed and specific levels of financial assistance are governed. City Council gives final approval of all applications.

ANALYSIS

The attached application was received from Kieran Desjardins for a financial assistance grant to attend Speed Skating Canada's - Canada Cup held January 27-29th, 2017 in Saskatoon, Saskatchewan. The Parks and Recreation Advisory Committee reviewed the application from Kieran Desjardins at their meeting on February 7, 2017 and found that it meets the criteria of the Financial Assistance Policy. The following resolution was passed:

Moved by: R. Carricato

Seconded by: B. Lindsay

"Resolved that the Parks and Recreation Advisory Committee endorse the application by Kieran Desjardins for financial assistance for participation in Speed Skating Canada's - Canada Cup held January 27-29th, 2017 in Saskatoon, Saskatchewan in the amount of \$200.00 and that a report be sent to City Council for their approval."

CARRIED.

Request for Financial Assistance for National/International Sports Competitions-
Kieran Desjardins-Speed Skating
2017 02 21
Page 2.

FINANCIAL IMPLICATIONS

Core funding for various financial assistance programs is provided in the City's budget

STRATEGIC PLAN / POLICY IMPACT

This is an operational matter not articulated in the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

"Resolved that the report of the Manager of Recreation and Culture dated 2017 02 21 concerning the Request for Financial Assistance be received and that the recommendation of the Parks and Recreation Advisory Committee that City Council approve a \$200 financial assistance grant for Kieran Desjardins participation at Speed Skating Canada's - Canada Cup held January 27-29th, 2017 in Saskatoon, Saskatchewan be approved.

Respectfully submitted,

Virginia McLeod
Manager of Recreation and Culture
705.759-5311
v.mcleod@cityssm.on.ca



REQUEST FOR FINANCIAL ASSISTANCE FOR
NATIONAL/INTERNATIONAL SPORTS COMPETITIONS
APPLICATION FORM

PLEASE PRINT

Name and Address of Applicant:

Correspondence will be directed to this name and address.

Name: Kieran Desjardins

Address: [REDACTED]

Sault Ste. Marie, ON Postal Code: [REDACTED]

Phone: [REDACTED] (H) _____ (W) _____ Fax: _____

Email: [REDACTED]

Name and Address of Athlete(s): (if different from applicant)

Attach team list to application form if applicable. (athletes only)

Name: Kieran Desjardins

Address: _____

Postal Code: _____

Name of Team or Club (if applicable): Sault Speed Skating Club

Name of National or International Sporting Competition:

Canada Cup #3

Date(s) of Competition:

January 27, 28, 29, 2017

Location of Competition:

Saskatoon

Name of Sports Governing Body:

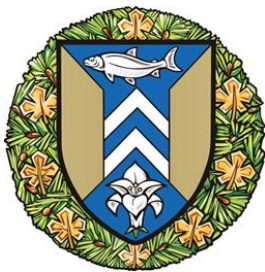
Speed Skating Canada

Please append correspondence (email or letter) that confirms individual or team eligibility as a Northern Ontario, Ontario or Canadian representative from the applicable sport governing body.
APPLICATIONS WILL NOT BE PROCESSED OR APPROVED WITHOUT PROOF OF ELIGIBILITY.

Total Amount of Assistance Requested: \$ _____
(See Policy for application limits)

Please specify, as accurately as possible, how the financial assistance will be used if approved.

Travel, Accommodation & Registration



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

COUNCIL REPORT

February 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Services Department

RE: Enabling Accessibility Fund Agreement

PURPOSE

The purpose of this report is to seek Council approval to enter into an agreement with Ministry of Employment and Social Development Canada (ESDC) under its Enabling Accessibility Fund for the Strathclair Pathways to Accessibility project.

BACKGROUND

The Enabling Accessibility Fund is a federal grants and contributions program that supports capital costs of construction and renovations related to improving physical accessibility and safety for people with disabilities in Canadian communities and workplaces.

At the July 18, 2016 meeting of City Council the following resolution was passed:

“Resolved that the report of the Manager of Recreation and Culture dated 2016 07 18 concerning Enabling Accessibility in Communities Grant Application be received and that staff be authorized to apply to Employment and Social Development Canada – Enabling Accessibility in Communities funding program for improving the accessibility of the Strathclair Sports Complex.”

The Recreation and Culture Division submitted an application on July 26, 2017 to the Enabling Accessibility Fund.

ANALYSIS

The City has received notification that we have been approved for \$46,450 in funding through Enabling Accessibility Fund provided by Ministry of Employment and Social Development Canada.

The grant funding would help cover the cost to supply the materials required for the project.

Additional funds for this project include a \$30,000 contribution from the Sault Youth Soccer Club and \$32,000 allocated in the Multi-year Accessibility Plan for 2017. The Public Works and Engineering Services Department would provide in-kind service of approximately \$25,000, which includes labour and equipment required to prepare the site which was identified in the July 18, 2017 report to City Council and will be accommodated within their existing budget.

STRATEGIC PLAN / POLICY IMPACT

This matter is referenced in the Corporate Strategic Plans, Focus Areas: Infrastructure and Quality of Life.

RECOMMENDATION

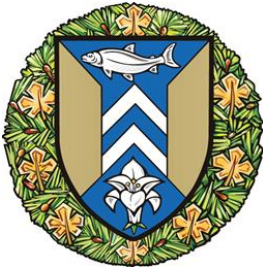
It is therefore recommended that Council take the following action:

“Resolved that the report of the Manager of Recreation and Culture dated 2017 02 21 concerning Enabling Accessibility Fund Agreement be received and Council authorize staff to enter into an agreement with Ministry of Employment and Social Development Canada for funding in the amount of \$46,450 for the Strathclair Pathways to Accessibility Project.”

“The relevant By-law 2017-39 appears elsewhere on the agenda and is recommended for approval.”

Respectfully submitted,

Virginia McLeod
Manager of Recreation and Culture
705.759-5311
v.mcleod@cityssm.on.ca



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

February 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Virginia McLeod, Manager of Recreation and Culture

DEPARTMENT: Community Services Department

RE: 2017 Cultural Financial Assistance Grants

PURPOSE

This report provides recommendations to City Council from the Cultural Advisory Board for the distribution of the Cultural Financial Assistance Grants for 2017.

BACKGROUND

Each year City Council allots \$53,900 for financial assistance grants to the cultural community. The Cultural Advisory Board on behalf of City Council evaluates the applications against the criteria in the City's Cultural Financial Assistance Policy and makes a recommendation to City Council for the distribution of the grant funds.

ANALYSIS

There were eleven (11) applications submitted with requests totalling \$81,700. In 2016 the Cultural Advisory Board received 11 applications totaling \$178,900. The members of the Cultural Advisory Board met on Monday, January 30th, 2017 and reviewed the 2017 applications for the Cultural Financial Assistance Grants. The Cultural Advisory Board passed the following resolution:

Moved by: E. Belair

Seconded by: D. Ostrowski

“Resolved that the Cultural Advisory Board endorse the organizations for grants under the Cultural Financial Assistance Program as recommended in the attached list and that a report be submitted to City Council for their consideration and approval.”

CARRIED

Appended to the report is the list of applicants and the recommended grants for 2017.

FINANCIAL IMPLICATIONS

An amount of \$53,900 is included in the City's core budget for the purpose of financial assistance as per the City's Cultural Policy on providing arms-length funding of culture.

STRATEGIC PLAN / POLICY IMPACT

This item supports the Corporate Strategic Plans Focus Area: Quality of Life – Promote and Support Arts and Culture.

RECOMMENDATION

It is therefore recommended that Council take the following action:

“Resolved that the report of the Manager of Recreation and Culture dated 2017 02 21 concerning the 2017 Cultural Financial Assistance Grants be received and that the recommendation of the Cultural Advisory Board to endorse the grants under the Cultural Financial Assistance Program as recommended in the attached list be approved.”

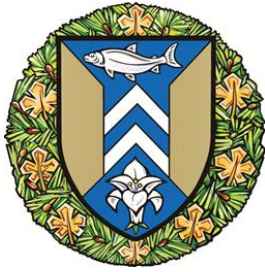
Respectfully submitted,

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

2017 Cultural Financial Assistance Grants

Organization	2013 Award	2014 Award	2015 Award	2016 Award	2017 Request	2017 Recommended
Algoma 1812	\$ 5,000	\$ -	NA	NA		
Algoma Art Society	\$ 5,000	\$ -	NA	NA		
Algoma Arts Festival Association	\$ 3,000	\$ 3,000	\$ 5,500	\$ 5,500	\$ 7,500	\$ 7,000
Algoma Conservatory of Music	\$ 3,000	\$ -	\$ 11,050	\$ 7,500	\$ 15,000	\$ 7,500
Algoma Festival Choir	\$ 2,070	\$ 4,350	\$ 4,850	\$ 4,000	\$ 5,200	\$ 4,400
Arts Council of SSM & District	\$ 16,330	\$ 19,065	\$ 19,500	\$ 12,100	\$ 20,000	\$ 10,000
Drop in Centre Senior Choir	NA	NA	NA	\$ -		
In Your Eyes Projects Performance Arts	NA	NA	NA	NA	\$ 8,000	\$ 2,000
Living History of Algoma / Oral History of SSM Project	\$ 2,500	\$ 3,000	NA	\$ 5,000	\$ 9,000	\$ 5,000
Over the Rainbow Children's Entertainment Series	NA	NA	NA	\$ 800	\$ 2,000	\$ 2,000
Quonta	\$ -	\$ 2,500	NA	NA		
Rotary Club	\$ -	\$ 2,300	\$ 3,000	\$ 3,000		
Royal Newfoundland Regiment	\$ -	\$ 3,685	NA	NA		
Sault Blues Society	\$ 1,000	\$ -	NA	NA		
Sault Community Career Centre Passport to Unity	\$ 1,500	\$ -	NA	NA		
Sault Community Theatre Centre Kiwans Community Theatre Centre	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 4,500
Sault Symphony	\$ 3,000	\$ 3,000	NA	NA		
Sault Theatre Workshop	\$ 1,500	\$ 1,000	NA	\$ 6,000	\$ 5,000	\$ 4,500
Shadows of the Mind Film Festival	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Soo Pipe Band	NA	NA	NA	NA	\$ 5,138	\$ 2,000
Total	\$ 53,900	\$ 53,900	\$ 53,900	\$ 53,900	\$ 81,700	\$ 53,900

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

COUNCIL REPORT

February 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Carl Rumiel, Design and Construction Engineer

DEPARTMENT: Public Works and Engineering Services

RE: Engineering Services – 711-719 Bay Street Seawall Replacement

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 above-mentioned project that is planned for 2017.

BACKGROUND

The City-owned timber seawall at 711-719 Bay Street has deteriorated beyond repair. Sinkholes behind the seawall have become commonplace. The preferred design includes the removal of the existing seawall and the construction of a sloped stone shoreline revetment to replace it. There is sufficient City owned property along the waterfront to construct the revetment as well as a future waterfront walkway. This project is included in the 2017 construction program.

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. Proposals were received from the following firms:

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

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 WSP.

FINANCIAL IMPLICATIONS

WSP's fee estimate included in the proposal submission is \$46,020 excluding HST. This will be covered by the allowance for this project within the 2017 Capital Works Program. Based on the contents of their proposal, the Engineering Division will work with WSP 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

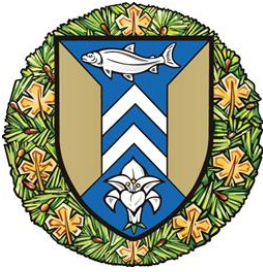
It is therefore recommended that Council take the following action:

Resolved that the report of the Design & Construction Engineer dated 2017 02 21 concerning engineering services for the 711-719 Bay Street Seawall Replacement be received, and that Council authorize entering into an agreement for engineering services with WSP.

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

February 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Sale of 1393 Peoples Road

PURPOSE

The purpose of this report is to advise Council of the number of offers received for the sale of 1393 Peoples Road.

ATTACHMENT

Attached as Schedule "A" is a map depicting the subject area.

BACKGROUND

On September 12, 2016 By-law 2016-135 declared the property surplus to the City's needs and approved the disposition of the said property. The property is approximately 0.23 acres and is zoned R2 (Single Detached Residential). The valuation is Fifty Seven Thousand Three Hundred (\$57,300.00) Dollars. The sale of the property was advertised in the Sault Star and on the City's web page on January 7, 2017. The City now received two Offers to Purchase.

ANALYSIS

The first Offer is from Mr. Nick Palumbo for the amount of Forty Thousand (\$40,000.00) Dollars.

The second Offer is from Mr. Ian Fraser for the amount of Thirty Thousand (\$30,000.00) Dollars.

FINANCIAL IMPLICATIONS

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

STRATEGIC PLAN / POLICY IMPACT

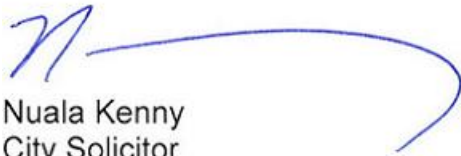
Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

In accordance with the direction given in Closed Session on February 6, 2017, the Legal Department will be directed to proceed with the sale of the subject property to Mr. Nick Palumbo and that By-law 2017-37 which authorizes the said sale to Mr. Nick Palumbo be approved.

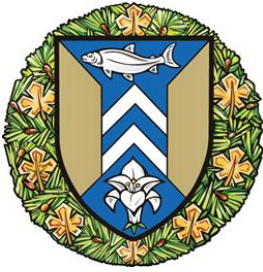
Respectfully submitted,



Nuala Kenny
City Solicitor

NK/mw
Attachment

mw \\citydata\\LegalDept\\Legal\\Staff\\COUNCIL REPORTS\\2017\\Sale of 1393 Peoples Road.docx



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

COUNCIL REPORT

February 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Information Report - Drones

PURPOSE

The purpose of this Report is to inform City Council regarding the regulatory framework surrounding drone use and to recommend that no action be taken at this time.

ATTACHMENT

Attached as Schedule "A" is the Federal regulatory framework for using a drone.

BACKGROUND

On September 12th of 2016, the following Resolution was moved by Councillor Butland and seconded by Councillor ~~Provenzano~~ Christian:

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

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

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

It is no surprise that as drone use increases and incidents begin to surface so would an interest in the applicable regulatory framework. Dangers associated when drones operate in or near airspace designated for large manned aircraft, damage caused to private property, and the invasion of privacy have all put pressure on regulators.

ANALYSIS

A drone is defined pursuant to the *Canadian Aviation Regulations* (“CAR”) (a regulation of the *Aeronautics Act*) as a power-driven aircraft, other than a model aircraft designed to fly without a human operator on board. Transport Canada is responsible for regulating these types of aircraft under the Federal authority over aeronautics. This does not preclude municipalities from regulating things and activities that are in, on or near public places provided this regulatory frame work does not substantially interfere with federal legislation.

The *Aeronautics Act*, *CARs*, and SI 623-001 provide the ground work for requirements, competencies, and boundaries for drones. Schedule “A” hereto attached provides the general requirements for flying a drone in Canada and works on a weight to use scheme. In many cases a Special Flight Operations Certificate (SFOC) must be submitted to Transport Canada, which contains a variety of information including the operator’s credentials, the drone’s maintenance plan and specifications, the date, time and location of the flight, proof of insurance, etc. In addition, drone operators must also comply with all other applicable laws and regulations, including the federal *Criminal Code* and provincial, municipal and common laws related to tort, trespassing, nuisance and privacy.

Corporate fines up to \$25,000.00 for failure to obtain a SFOC when required and up to \$15,000.00 for failure to comply with SFOC restrictions are a current measure to deter corporation from operating outside of the framework set out in Schedule “A”. Further, if an operator does not follow the requirements of the SFOC, Transport Canada can issue fines of up to \$3,000.00 for an individual.

Additionally, operating a drone improperly can be an offence under the *Canadian Criminal Code* (“Code”). Section 77 of the *Code* makes it an offence to: (i) damage an aircraft while in service in a manner that could endanger the safe operation of the aircraft; or (ii) interfere with the operation of any air navigation facility in a manner likely to endanger the safety of an aircraft in flight. Section 249 of the *Code* provides that it is an offence to operate an aircraft in a manner that is dangerous to the public. More general offences such as criminal negligence causing bodily harm or death could also apply. Operating a drone can further lead to civil liability for negligence, trespass, nuisance, and breach of privacy. Canada’s privacy laws apply to drones used in the public or private sectors to collect and/or use personal information.

Transport Canada is currently revamping *CARs* and expects to table a new regulatory framework in Part 1 of the 2017 Canada Gazette. The new legislation promises to regulate smaller drones under 25Kgs and create new categories and stricter operating rules. The anticipated new regulatory regime will likely remove a number of the current regulatory hurdles to commercial operation, while adding new requirements to maximize public safety.

FINANCIAL IMPLICATIONS

Not applicable.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Regulating drone use without first benefiting from the anticipated new federal legislation may cause the City to unwillingly interfere with federal legislation. Furthermore, enforcement towards wrongdoers when operating drones is currently available by many other venues. For these reasons, it is recommended that no action be taken at this time.

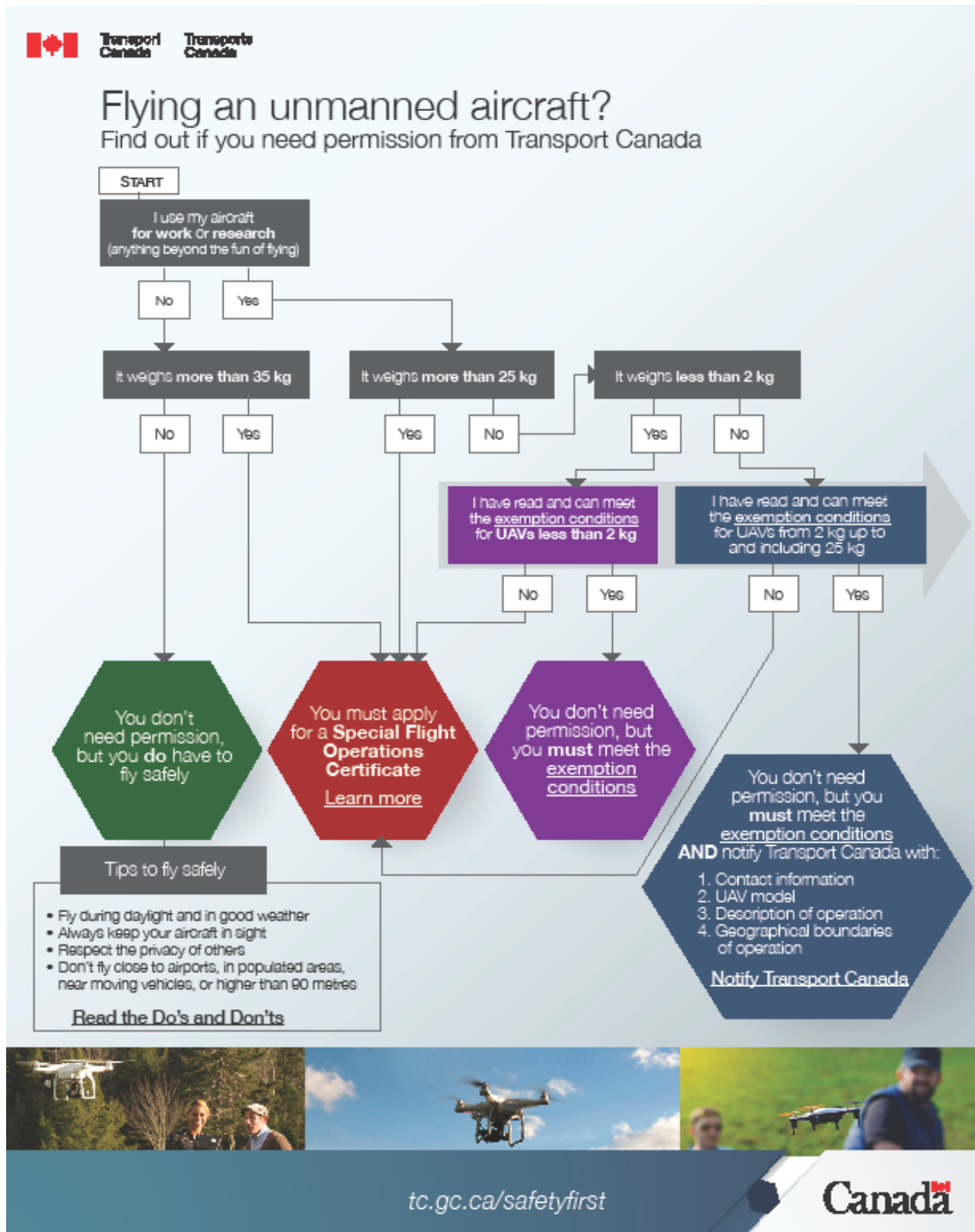
Respectfully submitted,

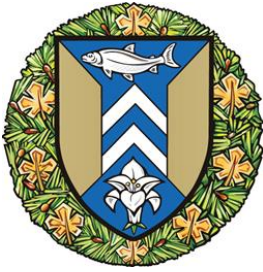
A handwritten signature in blue ink, appearing to read 'Jeffrey King', is written over the printed name.

Jeffrey King
Solicitor/Prosecutor

JK/da

Schedule "A"





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

February 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Scott, Manager of Transit & Parking

DEPARTMENT: Community Development and Enterprise Services

RE: Municipal Law Enforcement Officers

PURPOSE

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

BACKGROUND

By-Law 90-305 is a By-law appointing municipal law enforcement officers and is amended from time to time.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

There is no budgetary impact.

STRATEGIC PLAN / POLICY IMPACT

This is an operational activity not articulated in the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2017-36 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

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

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

The Corporation of the
City of Sault Ste. Marie



Community Development and
Enterprise Services

Don Scott
Manager of Transit & Parking

2017 02 03

Nuala Kenny, City Solicitor
Legal Department
Civic Centre

RE: MUNICIPAL -LAW ENFORCEMENT OFFICERS

In November 1990 City Council approved By-law 90-305. Please amended Schedule "A" to By-law 90-305, being a by-law to appoint Municipal Law Enforcement officers for the issuing of parking infractions on private property.

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

<u>NO.</u>	<u>NAME</u>	<u>EMPLOYER</u>	<u>PROP. LOCATION</u>
692	Rheaume, Daniel	Norpro Security	Huron St.Prop/Elgin Tower/GHC. Queen Centre/Davey Home/APH/ 726 Queen St
693	O'Shaughnessy, Conor	Norpro Security	Huron St.Prop/Elgin Tower/GHC. Queen Centre/Davey Home/APH/ 726 Queen St
694	Lippe, Andrew	NorthEast Security	Sault College/Algoma University/Tenaris Essar Group/Group Health Centre
695	Lauricella, Diego	City of Sault Ste. Marie	Public Works Snow Plow Areas
696	Clarida, Jeff	City of Sault Ste. Marie	Public Works Snow Plow Areas
697	Olar, Greg	City of Sault Ste. Marie	Public Works Snow Plow Areas
698	Deplonty, Herbert	City of Sault Ste. Marie	Public Works Snow Plow Areas

Would you please amend By-law 90-305 with the new attached Schedule "A".

Thank you.

Yours truly,

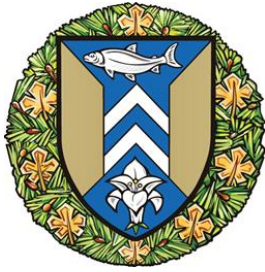
A handwritten signature in black ink, appearing to read 'Don Scott', is written over a horizontal line.

Don Scott
Manager of Transit and Parking

SCHEDULE "A"

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

619	BERTO,DEBORAH	GATEVIEW REALTY INC.	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS
620	FERA,NORMAN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
622	PROULX,PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHALIUK,JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
626	CHARRON,ROBERT	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
627	BAKER,WILLIAM	STANDARD PARKING	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
632	SAVAGE,MATT	G4S SECURITY	SAULT HOSPITAL
633	HILL,MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
634	TIBBLES,COLLEEN	STANDARD PARKING	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
636	KLYM,TIMOTHY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
637	TOMASONE,LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD.
639	PANITILA,KIM	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
642	COULTER,BRANT	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
643	SHAW,KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
644	SANTA MARIE,ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH,ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
647	DAFOE,TRUDY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
648	ELWGREN,STEPHEN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
649	GRAHAM,STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG,RICHARD	G4S SECURITY	SAULT HOSPITAL
651	HUTCHINSON, HILLARY	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
653	BIOCCHI,CHRISTOPHER	AIRPORT	1-475 AIRPORT RD.
654	PAVONI, JAKE	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
659	MARCIL,BONNIE	STRICTLY CONFIDENTIAL INC	THE TECH/ R/J'S MARKET
660	SANDIE,KEVIN	STRICTLY CONFIDENTIAL INC	THE TECH/ R/J'S MARKET
661	MONK,AUSTIN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
664	HAMMERSTEDT,ERIC	STRICTLY CONFIDENTIAL INC	THE TECH/ R/J'S MARKET
665	MATTHEWS,SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD.
666	AITKEN,ANDREW	G4S SECURITY	SAULT HOSPITAL
667	MCLAUGHIN,RYAN	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
669	BOREAN,RICK	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
670	MCGUIRE,STEVE	REGENT PROPERTY	402/302 BAY ST.
671	MCGUIRE,PATRICK	REGENT PROPERTY	402/302 BAY ST.
672	LEWIS,RYAN	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
673	CARTER,SHAWN	G4S SECURITY	SAULT HOSPITAL
674	DERASP,RICHARD	CORPS OF COMM	SAULT AIRPORT
675	KELLY,MATTHEW	G4S SECURITY	SAULT HOSPITAL
676	THOMPSON,JOHN	CORPS OF COMM	SAULT AIRPORT
677	MACMILLAN,TYLER	CORPS OF COMM	SAULT AIRPORT
678	PERRON,JENNIFER	CORPS OF COMM	SAULT AIRPORT
679	CHATEAUNEUF,YVON	CORPS OF COMM	SAULT AIRPORT
680	MACGREGOR,CHRIS	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
681	SCHMIDT,KEATON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
682	HALFORD,KEVIN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
683	SEMYENI, ADAM	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
684	RICKARD,EVAN	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
685	HORNBY,BRANDON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
686	ASH,KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAI,MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING,MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM,DASA	DAYS INN	332 BAY ST
690	VANDERKLIFT, RENE	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
691	ADDISON, ERIN	NORTHEAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
692	RHEAUME, DANIEL	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
693	O'SHAUGHNESSY, CONOR	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
694	LIPPE, ANDREW	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES./ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
695	LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA, JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697	OLAR, GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698	DEPLONTY, HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS



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

COUNCIL REPORT

February 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Susan Hamilton Beach, P. Eng. Director of Public Works

DEPARTMENT: Public Works and Engineering Services

RE: Winter Maintenance of Red Rock Road (Maki Road)

PURPOSE

The purpose of this report is to seek Council approval to renew the winter maintenance agreement with Brookfield Power for Red Rock Road (Maki Road).

BACKGROUND

On October 30, 2006 Council approved the recommendation of Public Works for the City to assume the portion of Maki Road/Red Rock Road within the city limit as a municipally maintained road subject to an agreement with Brookfield Power. An agreement was originally entered into with Brookfield Power on January 29, 2007, renewed in 2012 and now again in 2017. This agreement reflects a 5% increase to the annual payment for this service.

In general, the maintenance activities include patrolling, plowing, sanding, snow ditching and related work, as required.

ANALYSIS

The terms of the agreement have been fulfilled each year to the satisfaction of both parties.

FINANCIAL IMPLICATIONS

The annual amount paid by Brookfield Power covers all actual costs incurred by the City related to the winter maintenance responsibilities.

STRATEGIC PLAN / POLICY IMPACT

Maintaining existing infrastructure is a focus area within the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

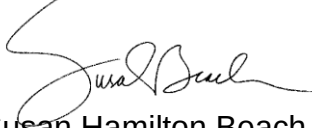
Winter Maintenance – Red Rock Road/Maki Road

2017 02 21

Page 2.

Resolved that the report of the Director of Public Works be approved and furthermore that Council approve By-law No. 2017-30 found elsewhere on Council's agenda.

Respectfully submitted,

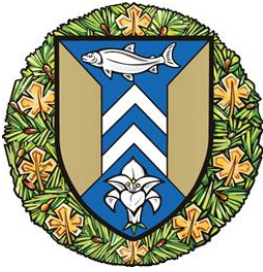
A handwritten signature in black ink, appearing to read "Susan Hamilton Beach". The signature is fluid and cursive, with the first name "Susan" being more prominent.

Susan Hamilton Beach

Director, Public Works

705.759.5207

s.hamiltonbeach@cityssm.on.ca



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

COUNCIL REPORT

February 21, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Tonazzo, RPP, Senior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: A-2-17-Z – 413, 417, and 421 Old Garden River Road (2)

PURPOSE

The applicant is seeking Council's approval to permit the development of one (1) 4-plex on each of the three vacant properties, resulting in a total of 12 dwelling units. A reduction to the required frontage and interior side yards is also being requested.

PROPOSED CHANGE

The applicant, John Notte is requesting Council's approval to rezone the subject properties from "R2" (Single Detached Residential Zone) to "R2.S" (Single Detached Residential Zone with a Special Exception) to permit a single storey 4-plex on each of the three (3) subject properties, with the following setback reductions:

1. To reduce the required frontage from 23m to 20.8m;
2. To reduce the east interior side yards from 7.5m to 4.2m
3. To reduce the west interior side yards from 7.5m to 1.82m.

Subject Property:

- Location – The subject properties are located on the south side of Old Garden River Road, approximately 21m (69') east of its intersection with Millcreek Drive.
- Size – Individually, each of the 3 subject properties that make up this application have approximately 20m of frontage by 61m depth (66' x 200'), totalling 1,220m² (13,132sq.ft.). Together, the three subject properties have 60m of frontage by 61m depth (198' x 200'), totalling 0.366ha (0.9acres).
- Present Use – Vacant land
- Owners – John Notte, Aldo Notte & Teresa Carmina Notte

BACKGROUND

On January 9, 2017 Council postponed this application to February 21st, at the request of the applicant.

ANALYSIS

Agent for the applicant, Ralph Medaglia, has requested a further postponement (attached), to Council's April 24th meeting, in order to address issues brought up by neighbours. The applicant notes his intention to consult with all parties who filed objections to this development proposal. It is likely that once the applicant has finalized development plans, a meeting will be organized with concerned neighbours. Planning staff will assist the applicant to ensure that all neighbours who voiced concerns are contacted.

FINANCIAL IMPLICATIONS

Postponing this application to April 24th does not have any budgetary impacts.

STRATEGIC PLAN / POLICY IMPACT

Postponing this application is not linked to any policies contained within the Corporate Strategic Plan.

RECOMMENDATION

Resolved that the report of the Senior Planner dated 2017 02 21 concerning Rezoning Application A-2-17-Z be received and that Council postpone this matter until the April 24, 2017 Council meeting.

Respectfully submitted,



Peter Tonazzo, RPP
Senior Planner
705.759.2780
p.tonazzo@cityssm.on.ca

Peter Tonazzo

From: Ralph Medaglia <ralphmedaglia@gmail.com>
Sent: Wednesday, February 08, 2017 9:20 AM
To: Peter Tonazzo
Cc: Peter Bortolussi; j.notte@shaw.ca; Lena Seaton
Subject: Re: Rezoning re. Old Garden River Road Property

Hi Peter,

John Notte, Peter Bortolussi and I discussed this rezoning at length. We concluded that in order to properly address issues brought up by the neighbors as well as to properly address drainage concerns, the hearing of the application needs to be further deferred by two months.

We are planning to consult with all parties that filed objection/comments to the application. This extension will also allow us to consult with a drainage engineer and amend the site plan accordingly.

I'm suggesting Monday, April 24th. as the next hearing date.

Please let us know if this is possible.

Best regards,

Ralph



Soo Pee Wee Hockey League

285 Northern Avenue East
Sault Ste Marie ON P6B 4H9
P: 705-253-3581 F: 705-575-4625
Email: spwhl.administrator@shaw.ca Web: www.soopeeewee.ca

February 20th 2017

Re: Motion 8.2 – Leasing of McMeeken Center

To: Members of Council – Sault Ste Marie

Please accept this correspondence as a formal request to have the above noted motion immediately rescinded by the members of council. We believe that this motion would be disastrous to all youth organizations requiring prime ice allotments from city owned facilities. We will attempt to illustrate our concerns and the negative impact that this motion would bring to all constituents of the City of Sault Ste Marie.

1) Leasing of Rankin Arena

In the past year, the agreement between a privately owned hockey club and the Rankin Arena has proven to be disastrous for all other hockey organizations within the City of Sault Ste Marie and area. Please be advised that this agreement is now under review by the Batchewana First Nation Chief and Council to investigate the economic impact of both the arena and the neighboring communities.

There is a clear precedence that leasing to a privately owned group limits the availability of ice to all other groups where the availability is already limited.

Example:

Tournaments

The SPWHL operates two local hockey tournaments hosting between 110 to 120 teams for each event. Approx. 15 to 20 out of town teams would not participate in our tournament due to the shortage of ice. The positive economic impact of holding such tournaments to our community is irrefutable.

Steel Blades Tournament: 100 teams (Rankin Arena not available)
 Extravaganza Tournament: 115 teams (Rankin Arena available)

It has been clearly articulated and noted that the intent of some privately owned hockey program are not for the “Greater Good” of our community. We have previously expressed our concerns to members of council by memorandum on August 22nd 2017.

2) Financial aspect

Please review the charts below of the hourly ice rates for two neighboring cities in Northern Ontario.

City of Sault Ste Marie:

A) City owned Facilities

Type	Hourly Rate	Capital Surcharge	Subtotal	HST (13%)	Total
Adult	\$119.27	\$30	\$149.27	\$19.41	\$168.68
Youth	\$108.40	\$30	\$138.40	\$17.99	\$156.39
Organized *	\$88.16	\$30	\$118.16	\$15.36	\$133.52
Youth - Tournament	\$57.67	\$30	\$87.67	\$11.40	\$99.07
School Board	\$57.67	\$30	\$87.67	\$11.40	\$99.07
Non-ice	\$55.10	N/A	\$55.10	\$7.16	\$62.26

* Denotes the rate for those **youth** organizations that use 200 hours or more a season.

B) Soo Pee Wee Hockey Arena

WINTER (Sept - April)	Mon - Fri	7am - 5pm	NON PRIME	\$100 per hour
		5pm - 11pm	PRIME	\$172 per hour
		11pm - 1am	NON PRIME	\$100 per hour
	Sat & Sun	7am - 11pm	PRIME	\$172 per hour
		11pm - 1am	NON PRIME	\$100 per hour

- * Organized Youth Hockey Rate is \$160 per hour.
- * Youth Tournament Rate is \$160 per hour.

City of Sudbury

A) Sudbury Arena:

Adult/Senior – Prime Time: \$270.00

Youth – Prime Time: \$183.00

Last Minute Booking: Adult/Senior – Prime Time: \$227.75

Last Minute Booking: Youth – Prime Time: \$156.00

Adult – Non-Prime Time: \$183.00

Youth & Senior – Non-Prime Time: \$118.00

B) T.M. Davies Arena:

Adult/Senior – Prime Time: \$245.00

Youth – Prime Time: \$170.00

Last Minute Booking: Adult/Senior – Prime Time: \$198.00

Last Minute Booking: Youth – Prime Time: \$145.00

Adult – Non-Prime Time: \$170.00

Youth & Senior – Non-Prime Time: \$118.00

- * Please be advised that approx. 2100 prime hours are available per year.
- * May we suggest a slight amendment to the return of ice policy.

In closing, we understand that the operations of any city owned facilities within our city limits is difficult, contentious and a financial burden. Our position is very clear, leasing any of these facilities to a privately owned group will only result in a negative residuum for the young players and constituents of our community.

Respectfully,

Mike Landry

Rachel Tyczinski

Subject: FW: Agenda item 8.2; Staff report on Leasing McMeecken arena
Attachments: ATT00001.htm; Leasing Arenas.docx

To: "mayor provenzano" <mayor.provenzano@cityssm.on.ca<mailto:mayor.provenzano@cityssm.on.ca>>>
Sent: Monday, February 20, 2017 11:52:59 AM
Subject: Agenda item 8.2; Staff report on Leasing McMeecken arena

Mayor Provenzano

Sault Major Hockey Association is opposed to asking Staff to report on Leasing the McMeecken arena. This exact thing was tried and seems to have failed many people when done at the Rankin arena for the Batchewana First Nation. Leasing the arena to the deepest pockets will cost the youth and their families tremendously. How the Leasing of the Rankin arena impacted Sault Major is outlined in the attachment for you. The general impression I get from the Manager of the Rankin arena is that the lease arrangement didn't work out for BFN either, and they are exploring going back to managing the arena themselves.

If it is the opinion of council that community facilities need to be reviewed to minimize losses, Sault Major suggests the first step would be to meet with your major user groups and discuss options with them before going out and looking at lease agreements. All (that I know of) major user groups are non for profit associations fulfilling a needed service to our community. It would not be beneficial to have their most important asset (icetime) become under the control of a for profit leasor. All of these associations had to follow established protocol in order to get the ice they have, including waiting for ice to become available hour by hour; year after year...

Allowing a deep pocket to control this asset of icetime, is completely against the protocols that the city/associations have established and followed for years.

Sault Major thanks you for taking the time to read our letter of concern and the attachment regarding the Rankin arena going down that road, in order to make the best, most informed decision on this matter..

Feel free to contact me if you have any questions, by email or phone at [705 542-2813](tel:7055422813)

Mike Creedon

Sault Major Ice Scheduler

Attention Council Members

When the Rankin Arena agreed to Lease the arena to a private group it had consequences as I list below...

Private group had private interest and kept the best/prime ice for their own private interest displacing many long term user groups, affecting those user group in many significant ways.

Sault Major Hockey Association lost 24 hours of ice time at the Rankin arena that has affected our season tremendously; 7 teams have practiced weekly in Soo, Mi., 20 more teams have practice occasionally in Soo Mi., mostly during our worst ice shortage times, like during U17, World Curling, and other major events that forced us out of city arenas as well.

The Rankin Arena this season raised their rates under the private interest Leasor, and has become the most expensive ice in SSM.

Community access to the ice was limited or eliminated. Since the Leasor had booked in groups for every hour of ice for the season, (to maximize profits or eliminate losses); there has been many complaints from Batchewana First Nations groups that can't get any ice within the Rankin Arena. Combine the fact that the leasor ran it fully booked, with a no cancellation policy to user groups that had the ice blocks, it didn't allow for any ice to become available during the year for BFN birthday parties or Little NIHL teams organizations and usage... Ice was left sitting empty, but paid for because of the no return policy the leasor had. Yes, this might have increase rental monies, but at the expense of community access....

Sault Major had to decrease it's league schedule because of the lose of ice at the rankin; each of our A & B divisions went from 35 games, down to only 30 game schedules.

Sault Major has not had enough ice to give nearly the number of practices to teams that they normally have; entire divisions didn't get practice ice for January or February.

For Sault Major, have a private leasor running an arena instead of the BFN has been a detriment to the program we try to provide for the youth and families of out community.

Sault Major would prefer that the major users with the city, work together to find solutions to the profitability/losses of the Mcmeeken Arena; and not have it go to the highest bidder.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-30

AGREEMENT: (P3.12) A by-law to authorize the execution of the Agreement between the City and Brookfield Power Wind Prince L.P. for the City's winter maintenance of Maki Road/Red Rock Road north of Allard Lake to the northern City boundary.

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 the Agreement dated January 15, 2017 between the City and Brookfield Power Wind Prince L.P., a copy of which is attached as Schedule "A" hereto. This Agreement is for the City's winter maintenance of Maki Road/Red Rock Road north of Allard Lake to the northern City boundary.

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 21st day of February, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLHITE

This Road Maintenance Agreement (this "Agreement") made the 15th day of January, 2017.

BETWEEN

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")

- and -

BROOKFIELD POWER WIND PRINCE L.P.

("Brookfield")

WHEREAS Brookfield owns and operates a wind energy project immediately north of the City's northern boundary;

AND WHEREAS Brookfield accesses the said site via the municipal road known as Maki Road north of Allard Lake;

AND WHEREAS a portion of Maki Road north of Allard Lake is a gravel two-lane seasonal road;

AND WHEREAS the said portion of Maki Road receives summer maintenance only by the City;

AND WHEREAS Brookfield has agreed to pay to the City the approximate annual cost of providing winter maintenance;

AND WHEREAS the parties entered into previous agreements for the maintenance of the road dated as of January 29, 2007 and January 15, 2012;

NOW THEREFORE the parties hereto agree as follows:

1. TERM

This Agreement shall be for a term of five years commencing January 15, 2017 and may be extended upon the mutual consent of the parties hereto.

2. MAINTENANCE

- (a) The City hereby agrees to provide year round maintenance to the portion of Maki Road north of Allard Lake to the northern City boundary.
- (b) The City shall provide to that portion of the road its standard level of maintenance given to similar municipal roads.
- (c) Winter maintenance activities shall include patrolling, plowing, sanding, snow ditching, and related work as required.

3. COSTING

Brookfield agrees to pay to the City the amount of \$13,675.00 annually on January 15th of each year commencing January 15th, 2017, which amount represents the approximate cost of winter snow maintenance.

4. CONTRACT TERMINATION

This Agreement may be terminated by either party by providing six months' written notice to the other party.

5. ENUREMENT

This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement effective the date first stated above.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Per:

Mayor – Christian Provenzano

City Clerk – Malcolm White

BROOKFIELD POWER WIND PRINCE L.P.
Per:

By:
Its:

By:
Its:

We have authority to bind Brookfield Power Wind Prince LP.

md\\citydata\\legal\\Staff\\AGREEMENTS\\Brookfield Power Maki Road\\Agreement Jan 15, 2017.doc

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-31

AGREEMENT: (INS3) A by-law to authorize the execution of the Agreement between the City and Jardine Lloyd Thompson Canada Inc. for the renewal of the City's insurance program for a period of one (1) year commencing February 28, 2017 to February 28, 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 the City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated February 6, 2017, between the City and Jardine Lloyd Thompson Canada Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for the renewal of the City's insurance program for a period of one (1) year commencing February 28, 2017 to February 28, 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 21st day of February, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

Schedule "A"



Jardine Lloyd Thompson Canada Inc.

ACCEPTANCE OF MUNICIPAL INSURANCE PROGRAM PROPOSAL

To: Jardine Lloyd Thompson Canada
Public Sector Division
Suite 800, 55 University Avenue
Toronto, Ontario M5J 2H7
Telephone: 416-941-9551 or Toll Free 1-800-268-9189
Fax: 416-941-9323

Policy Term
(mm/dd/yy): February 28, 2017 to February 28, 2018

We agree with the underwriting and claims information submitted and to the terms quoted in the Municipal Insurance Program proposal. This is your authority to proceed with binding cover(s) as outlined in the Municipal Insurance Proposal effective the date(s) noted above. We have also noted below our choice of any optional items in the Insurance Proposal as well as any specific instructions.

Indicated below are our instructions regarding any optional coverages shown in the insurance proposal.

Optional Coverages / Specific Instructions:

Signed on Behalf of Corporation of the City of Sault Ste Marie

Authorized Signature

February 6, 2017

Date

CHRISTIAN PROVENZANO - MAYOR

Please print the name of the person signing above

Authorized Signature

February 6, 2017

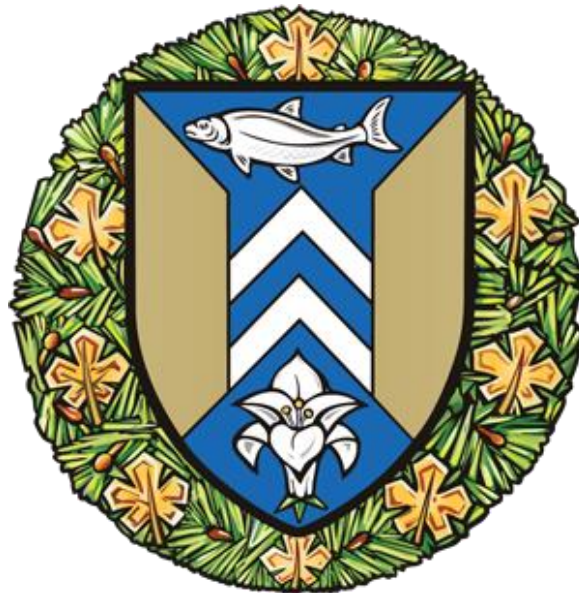
Date

MALCOLM WHITE - CITY CLERK

Please print the name of the person signing above



THE CITY OF SAULT STE MARIE



SIGN BY-LAW



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THE CORPORATION OF CITY OF SAULT STE. MARIE

By-law 2017-35

Being a by-law for regulating or prohibiting signs and other advertising devices.

WHEREAS Section 99 of the Municipal Act, S.O. 2001, Chapter 25, provides that municipalities may pass by-laws respecting advertising devices, including signs;

WHEREAS Section 425 of the Municipal Act, S.O. 2001, Chapter 25, provides that municipalities have the authority by by-law or otherwise to direct or require that a matter or thing be done, and that municipalities may require that, in default of this being done by the person directed or required to do it, such matter or thing shall be done at the person's expense;

WHEREAS Section 391 of the Municipal Act, S.O. 2001, Chapter 25, provides that municipalities may pass by-laws imposing fees or charges for services or activities provided;

NOW THEREFORE, the Corporation of City of Sault Ste. Marie enacts as follows:

1 SCOPE OF BY-LAW

1.1 Short Title of By-law

This By-law and any amendments thereto shall be known as the "Sault Ste. Marie Sign By-law."

1.2 Purpose of the By-law

This By-law regulates private and public *signs* placed on lands, *buildings*, and other *structures* within the corporate limits of the City of Sault Ste. Marie for the purpose of;

- a. Protecting and enhancing the aesthetic qualities and visual character of the City of Sault Ste. Marie.
- b. Providing for signs whose characteristics are appropriate to their use and function.
- c. Preventing signs that impact the safety of pedestrians or motorists.
- d. Balancing opportunities for *business* expression with the interests of the Sault Ste. Marie public and community.

1.3 Legislative Authority

This By-law is passed by the Corporation of Sault Ste. Marie pursuant to the provisions of the Municipal Act, as amended.

1.4 Area of Applicability

This By-law applies to the lands in the City of Sault Ste. Marie.



1.5 Compliance with By-law

No person shall hereafter *erect* or display a *sign* except in conformity with the provisions of this By-law.

1.6 Contents of By-law

All references in the By-law to sections, regulations, exceptions, tables, figures, schedules and maps, refer to those in this By-law unless otherwise indicated.

1.7 Lawful Non-Complying Signs

The provisions of this By-law shall not apply to a *sign* or the use of an existing *sign* that was lawfully *erected* on or before the day this By-law comes into force if the *sign* is not substantially *altered* and the maintenance and repair of the *sign* or a change in the message displayed is deemed not in itself to constitute a substantial *alteration*.

1.8 Relation to Other Government Requirements & Compliance with Other Restrictions

This By-law shall not be construed so as to reduce or mitigate restrictions or regulations for any *signs* that are lawfully imposed by the *Municipality*, or by any governmental authority having jurisdiction to make such restrictions or regulations.

Compliance with this By-law does not relieve a *property owner* or authorized agent from complying with the requirements of:

- a. The Ontario Building Code.
- b. Any federal, provincial, or municipal legislation.

2 INTERPRETATION OF BY-LAW

2.1 Measurements and Dimensions

All measurements and dimensions in this By-law are expressed in metric.

2.2 Definitions

Terms defined in this By-law are italicized for the purposes of convenience only. If a term defined by this By-law is not italicized, the definitions provided by the By-law shall apply when consistent with the context.



3 DEFINITIONS

The terms set out below shall have the following meanings:

“ADVERTISE” means to call attention to something for the purpose of making it known to the public.

“AGRICULTURAL” means an establishment that is primarily engaged in general farming, which includes the breeding, rearing, and grazing of livestock, including beekeeping, poultry, fowl, and fur-bearing animals, the general cultivation of land and associated production, conditioning, processing, and storing of field crops, fruits, vegetable, and horticultural crops, and the selling of such produce on the premises.

“ALTER” means any change to a *sign* including the removal and replacement of the *sign*, the addition, removal or rearrangement of parts of the *sign*, but excluding the changing of *copy* or the replacement of parts of the *sign* with similar parts for maintenance purposes. Alteration shall have the same meaning as *alter*.

“ATTIC” means an unusable or uninhabitable area of a *building* situated between the top of the ceiling support and the roof support.

“AWNING” means roof like structure comprised of material stretched on a frame that serves as a shelter above an entrance or window.

“BASEMENT” means any area below the *first storey* where at least one half of the height from floor to ceiling is above *established grade*.

“BED AND BREAKFAST” means premises primarily engaged in providing short-term lodging in a private home or in a small building converted for this use. This type of accommodation is characterized by a highly personalized service, and inclusion in the room rate of a full breakfast, served by the owner who resides in the building.

“BUILDING” means a *structure* used for the shelter, accommodation or enclosure of *persons*, animals, goods, materials or equipment that is supported by columns or walls, has one or more floors, is covered by a roof and is permanently affixed to the land.

“BUSINESS” means an establishment in which one or more persons are employed in conducting, managing, or administering an endeavor or means of livelihood. The term *business* includes the administrative offices of a government agency, a non-profit organization, or a charitable organization.

“CANOPY” means any *structure* which projects from the exterior face of a *building* wall and extends across part or all of that exterior face of a *building* wall or is a self-supporting unenclosed *structure*.

“CELLAR” means a storey where more than one half of the height between the floor and ceiling or floor joists, is below *established grade*. A *cellar* shall not be considered in determining the number of permissible *storeys*.



“CHARITABLE ORGANIZATION” means an association of *persons* that has charitable status under the laws of Ontario or Canada.

“COMMUNITY ASSOCIATION” means a group of *persons* organized for the advancement of activities of a civic, social, cultural or recreational nature and whose activities are not conducted for monetary profit.

“CONSERVATION AUTHORITY” means a conservation authority established under the Conservation Authorities Act and having jurisdiction in Sault Ste. Marie.

“COPY” means the wording, letters, numerals, graphics, logos, and artwork of a *sign*, on the display surface and is either permanent or removable.

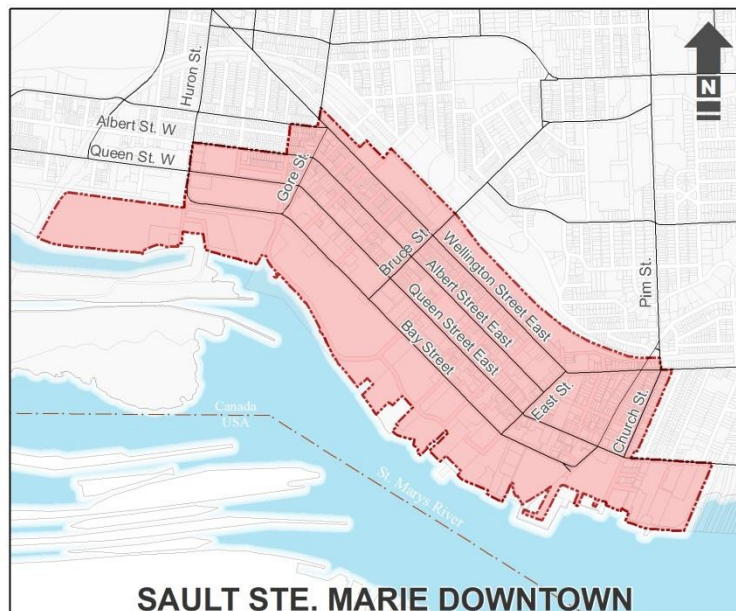
“COUNCIL” means the *Council* of the Corporation of Sault Ste. Marie.

“DISPLAY SURFACE” means the surface of the *sign*, upon, against, or through which the *copy* of the *sign* is displayed.

“DOWNTOWN, THE” means the boundaries of Downtown Sault Ste. Marie as illustrated in Figure 1 and described as all properties bounded by or with a *street line* on:

- a. The North: Wellington Street, including properties on Bruce Street south of Huron Central Railway;
- b. The East: Church St, Queen Street East, the east lot line of the hospital lands;
- c. The South: St. Mary’s River waterfront;
- d. The West: North Street, Cathcart Street, Andrew Street, Albert Street West, Huron Street, the former St. Mary’s Paper property.

Figure 1: The Downtown





“DRIVEWAY” means that portion of a *lot* designed to provide *motor vehicle* access from the lot to the traveled portion of the *street, private road or lane*.

“ERECT” means display, attach, affix, post, *alter*, construct, place, locate, install or relocate.

“ESTABLISHED GRADE” means the average elevation of the finished surface of the ground where it meets the exterior face of a *building or structure*, exclusive of any wells providing light or ventilation.

“FAÇADE” means the first storey of the exterior wall of a *building* facing a *street or private road*.

“HEIGHT” means the vertical distance from the *finished grade* below the *sign* to the highest physical point of the *sign*.

“HOME BASED BUSINESS” means an occupation or business activity that results in a product or service, and is conducted in whole or in part within a dwelling unit or accessory building and which is a subordinate use to the residential use of a dwelling unit.

“ILLUMINATED” with reference to a *sign* means the *sign* is lit up by means of an artificial light source located within, on or external to the *sign*.

“INSPECTOR” means any Municipal Law Enforcement Officer or other *person* appointed by *Council* pursuant to a by-law.

“LANE” means a *road* owned by the Municipality that provides either the primary access to abutting *lots* or the secondary access to abutting *lots* where the primary access/frontage is available from a *street*. The term lane shall not include a *street*.

“LOT” means a parcel of land registered at the Algoma Land Registry Office #1 as not more than one parcel of land.

“LOT LINE” means any boundary of a *lot* or the vertical projection thereof.

“MOTOR VEHICLE” means an automobile, truck, motorcycle, motor assisted bicycle and any other vehicle propelled or driven by other than muscular power.

“MUNICIPALITY” means the Corporation of Sault Ste. Marie.

“MUNICIPAL AGREEMENT” means an agreement made with the Corporation of Sault Ste. Marie.

“MURAL” means a painting, illustration, or decoration applied to a free standing *sign* or the exterior wall of a *building* and that is otherwise not a *sign* as defined by this By-law.



“OWNER” means the registered *owner* of the *premises* upon which any *sign* or *sign structure* is located, or any *person* described on a *sign* or whose name or address or telephone number appears on the *sign*, or who has installed the *sign*, or who is in lawful control of the *sign*, or who benefits from the message on the *sign*, and for the purposes of this By-law there may be more than one *owner* of a *sign*.

“PERMANENT” means physically existing or continuing indefinitely in a space, location, or place. Permanently shall have the same meaning as *permanent*.

“PERMITTED” means permissible by this By-law.

“PERSON” means, but is not limited to an individual, sole proprietorship, partnership, association, or corporation and any other entity to which the context can apply according to the law.

“PREMISES” means a *lot*, *property* or a *building* or a part of a *lot*, *property* or *building*.

“PRIVATE ROAD” means a *road*, the fee simple of which is owned by a *person*, that is subject to one or more easements registered against title in favour of one or more abutting *lots* to which the easements are appurtenant. Such easements entitle the *owners* of the *lots* to use the *private road* for the purposes of access to and from the *lots*. The term *private road* includes a *private road* shown on a registered plan of condominium plan but does not include a *right-of-way*, a *street* or a *lane*.

“PROPERTY” means a parcel of land having specific boundaries, which is capable of legal transfer.

“PROVINCE” means the *Province* of Ontario. Provincial shall have the same meaning as *Province*.

“PUBLIC AUTHORITY” means any department or agency of Sault Ste. Marie, a *conservation authority*, the Government of Ontario, or the Government of Canada.

“RIGHT-OF-WAY” means an area of land on which has been created and registered against the title of the *lot* on which it is located, perpetual easements appurtenant to one or more *lots* to a *street*. The term right-of-way shall not include a *private road*.

“ROAD ALLOWANCE” shall have a corresponding meaning to that of a *street*.

“SIGN” means any visual medium used to convey information by way of words, pictures, images, graphics, emblems, or symbols, or any device used for the purpose of providing direction, identification, advertisement, *business* promotion, or the promotion of a *person*, product, activity, service, event or idea.

“SIGN, A-FRAME” means a freestanding *temporary sign* with no more than two faces joined at the top of the *sign* that is intended for *temporary use* during the hours of the *business* to which it applies and that is constructed in a manner and of materials such that it can be placed and moved manually by a *person* without mechanical aid.



“SIGN, ABANDONED” means a *sign* which is located on a *premises* which becomes vacant and unoccupied for a period of 90 days or more, or any *sign* that pertains to a *business*, occupancy that no longer exists at the *premises*, or that pertains to a time, event, or purpose that no longer applies.

“SIGN AREA” means:

- a. in the case of a *sign* having one *display surface*, the area of the *display surface*;
- b. in the case of a *sign* having two *display surfaces*, which are separated by the thickness of the *sign structure* and the thickness is not used as a *display surface*, the area of one *display surface*;
- c. in the case of a free standing number, letter, picture, image, graphic, emblem, symbol, or shape, the smallest rectangle which will enclose the number, letter, picture, image, graphic, emblem, symbol, or shape.

“SIGN, AWNING” means a *sign* on a retractable or stationary structure, covered with fabric or a like material that is attached and projects from the exterior wall of a *building*, often located over a door or window, and may provide shade or other protection from the elements.

“SIGN, BANNER” means a *sign* made from cloth, plastic, or a similar light weight, non-rigid material.

“SIGN, BILLBOARD” means an off *premises ground* or *wall sign* erected and maintained by a *person*, or *business* engaged in the sale or rental of the space on the *sign* to a client for the purpose of *advertising* a *business*, goods, or services not necessarily sold, offered, or conducted on the *premises* where the *sign* is located.

“SIGN, CANOPY” means a *sign* which is contained within or affixed to the surface of a *canopy* and which does not project beyond the limits of the surface of the *canopy*.

“SIGN, CHANGEABLE COPY” means that part of a *ground sign* composed of letters and characters intended to convey a temporary message and which is capable of changing the message mechanically or electronically.

“SIGN, COMMUNITY EVENT” means a *temporary sign* advertising events conducted or sponsored by *charitable organizations* or *community associations*.

“SIGN, CONTRACTOR” means a *sign* which identifies a trade or company undertaking renovations or construction at the property where the sign is located.

“SIGN, DIGITAL” means a *sign* which is remotely changed on or off site and incorporates a technology or method allowing the information displayed on the *sign* to be changed without physically or mechanically replacing the display surface or its components.

“SIGN, DIGITAL FUEL PRICE” means a *digital sign* used in association with the retail sale of fuels which displays only the current price of fuel sold on the premises.



“SIGN, DIRECTIONAL” means a sign erected on a property to identify an entrance, exit, or area for the purpose of directing persons and/or regulating the movement of traffic or pedestrians on a property. Such *signs* shall not be utilized for the purpose of *advertising* a *business* or service available either on-site or off-site.

“SIGN, ELECTION” means a *temporary sign advertising* any political party or candidate participating in the election for public office.

“SIGN, ELECTRONIC MESSAGE BOARD” means a *changeable copy sign* which has messages displayed by electronic means. Such signs are only capable of displaying text.

“SIGN, GROUND” means a *sign permanently* affixed to the ground by one or more self-supporting poles or supported by a free-standing *structure*.

“SIGN, FLAG” means a *sign*, usually constructed of cloth or another lightweight material, affixed to the ground, which *advertises* a good or service.

“SIGN, FREESTANDING” means a *sign* supported upon the *ground*.

“SIGN, HEIGHT” means the vertical distance from the average ground elevation at the base of a *freestanding sign* to the highest point of the *sign*.

“SIGN, HOME BUSINESS” means a *ground or wall sign* located on the premises of a *home based business*.

“SIGN, PORTABLE” means a *temporary sign* which is not permanently affixed to the ground or to any *structure*, and is typically designed for the rearrangement of copy on the *sign’s display surface*, and which is capable of being readily moved from place to place.

“SIGN, OFF-PREMISES DIRECTIONAL” means a *sign* providing directions to the location of a *business* or service that is located elsewhere.

“SIGN, OVERHANGING” means a sign not directly supported from the ground but generally erected perpendicular to a supporting building wall, but shall not be a wall sign as defined in this By-law.

“SIGN, PERMANENT” means a *sign permanently erected* on or affixed to a *premises*.

“SIGN, PERSONAL” means a *temporary sign* used for a personal announcement or congratulatory message which is located on a *property zoned* for residential uses.

“SIGN, PUBLIC USE” means a *sign erected* by or under the jurisdiction of a Public Authority.



“SIGN, REAL ESTATE” means a *sign* located on a *property* for the purpose of announcing the sale, lease, or rental of such *property* or *building* or part of a *building* located thereon.

“SIGN, REAL ESTATE OPEN HOUSE DIRECTIONAL” means a *temporary sign* providing directions to a residence that is offered for sale and where an open house is being conducted.

“SIGN, ROOF” means a *sign* the entire face of which is above the lowest point at which the roof meets the *building*.

“SIGN, SUPPORT STRUCTURE” means the framework, bracing and support of a *sign*.

“SIGN, TRAFFIC CONTROL” means a *sign* erected under the jurisdiction of the Highway Traffic Act or the manual of Uniform Traffic Control Devices for the purpose of regulating traffic on *streets*.

“SIGN, VEHICLE/TRAILER” means a *sign* which is painted on or affixed to a *motor vehicle* or trailer which is parked and visible from a public *right-of-way* and its intended use is as a *sign*, unless said vehicle or trailer is used in the normal day-to-day operation of the *business*.

“SIGN, WALL” means a *sign* which is painted on or *permanently* affixed to a single wall of a *building* or *structure*.

“SIGN, WINDOW” means a *sign* placed, painted, etched or attached to the surface of a window facing the outside and intended to be primarily visible from a *street* or parking area.

“STOREY” means the horizontal division of a *building* from a floor to a ceiling, excluding an *attic*, *basement* or *cellar*, or other area that is unusable by virtue of its inaccessibility.

“STOREY, FIRST” means the *storey* of a *building* or *structure* with a finished floor level situated closest to the *established grade*.

“STREET” means a road or public highway under the jurisdiction of the City or the Province of Ontario that is maintained so as to allow normal use by *motor vehicles*, or a road or public highway located within a registered plan of subdivision that has not yet been assumed by a public authority. The term *street* shall not include a *lane*. The term *street* includes the *total right-of-way*, inclusive of the travelled portion of the roadway, sidewalks and any utilities.

“STREET LINE” means a *lot line* dividing a *lot* from a *street*, *private road* or *lane*.

“STRUCTURE” means anything that is *erected* or constructed of parts joined together, and fixed to or supported by the soil or any other *structure*.



“TEMPORARY” means intended to be used for a limited amount of time, not *permanent*.

“USE” means the *use* of land, a *building*, or *structure*, as permitted in the Municipality’s zoning by-laws and as identified in the Tables of this By-law.

“VISIBILITY TRIANGLE” means a triangular-shaped area of land abutting a *lane*, *street* or *private road* that is required to be kept free of obstructions that could impede the vision of a pedestrian or the driver of a *motor vehicle* exiting onto or driving on the *lane*, *street* or *private road*.

A *visibility triangle* shall be determined as follows:

- i) The *visibility triangle* shall be the area enclosed by each of the *street lines* measured to a point 9 metres back from the intersection of the *street lines* or the projections thereof, and a diagonal line drawn between these two points;
- ii) In *The Downtown*, The Traditional Commercial Zone, or where there is a fully signalized *street* intersection, the *visibility triangle* is 5 metres back from the intersection of the *street lines* or the projections thereof, and the diagonal line drawn between these two points;
- iii) The *visibility triangle* from a driveway, *lane*, or *right-of-way* shall be the area enclosed by the line along the limits of the driveway and the *street line* measured to a point 3 metres back from the intersection of the *street lines* and the limit of the driveway, *lane*, or *right-of-way* and a diagonal line drawn between these two points.

“ZONE” means a designated area of land *use* shown on any schedule of the *Municipality’s* zoning by-laws as enacted and amended by the *Municipality* pursuant to the Planning Act.

4 ADMINISTRATIVE PROVISIONS

4.1 Enforcement

The Chief Building Official of the *Municipality* shall be responsible for the administration and enforcement of this By-law.

4.2 Permit Requirement

Except for *signs* otherwise exempted in this By-law from the requirement for a permit, no person shall erect, keep, or maintain a *sign* on any *premises* unless a permit is obtained from the *Municipality* prior to the erection or display of the *sign*.

4.3 Application Requirement

Every *person* applying for a *sign* permit shall apply on the application form or forms as may be prescribed by the *Municipality* and shall submit the required plans and information and pay the applicable fees.



4.4 Application Fees Refund

The *Municipality* shall refund the fees paid for a *sign* permit where the applicant in writing requests a refund and the *Municipality* has not commenced its review of the permit application for compliance with this By-law.

4.5 No Application Fees Refund

There shall be no refund of fees where:

- a. The *Municipality* has issued the permit as the result of false, mistaken, incorrect, or misleading information, statements, or undertakings on the application; or,
- b. The *sign* for which the permit application is made, has been erected, located, or displayed prior to the issuance of the permit; or
- c. The *Municipality* has already undertaken the review.

4.6 Permit Refusal

A permit shall be refused if the proposed *sign* does not comply with this By-law and all other applicable laws.

4.7 Permit Revocation

A permit may be revoked where the permit was issued as the result of false, mistaken, incorrect, or misleading information, statements, or undertakings on the application.

4.8 Public Authorities

Where a sign is subject to the regulations of a public authority other than the *Municipality* by virtue of the *sign's* location or type:

- a. An applicant for the sign shall provide the *Municipality* with the written permission of the *public authority* having jurisdiction prior to making an application to the *Municipality* for a permit; and,
- b. Approval of the sign by a *public authority* does not exempt the *sign* from complying with the provisions of this By-law.

4.9 Signs Near Provincial Highways

Despite any other provision of this By-law, where a *sign* is located within 400 metres of a *Provincial* highway, the approval of the Ministry of Transportation may be required for the erection of the *sign*.

4.10 Permit Expiry

Every permit issued by the *Municipality* for a permanent *sign* shall expire six (6) months from the date of issuance unless the *sign* is erected for its intended purpose and the permit shall become null and void upon the removal of the *sign*.

Where a permit has been issued for a permanent *sign* and before it has expired, a written request may be made to the Chief Building Official to extend the permit for a further six (6) months.



4.11 Ontario Building Code

Nothing in this By-law shall exempt a person from the requirement to obtain a building permit where the Ontario Building Code Act requires a building permit for the *sign* proposed to be erected.

4.12 Signs Not Requiring a Permit

No permit is required to erect the following signs, provided the signs otherwise comply fully with the provisions of this By-law:

- a. *Home based business sign*
- b. *Contractor sign*
- c. *Real estate sign*
- d. *Real estate open house directional sign*
- e. *Personal sign*
- f. *A-Frame sign*
- g. *A sign having a sign area less than 650cm²*
- h. *A community event sign*
- i. *A sign advertising the sale of seasonal agricultural produce*
- j. *The replacement of sign content or messaging, so long as the sign size and structure is not altered in any way.*

4.13 Signs Exempt from this By-law

The following *signs* shall be exempt from the provisions of this By-law:

- a. *A sign erected for the purpose of public safety*
- b. *Election signs*
- c. *Flags or emblems of patriotic, civic, educational or religious organizations*
- d. *Commemorative plaques or cornerstones that do not advertise*
- e. *Murals that do not advertise*
- f. *A sign erected by a non-profit agricultural society for an event or fair it operates*
- g. *A sign erected at a market operated by a non-profit agricultural society*
- h. *A temporary sign associated with a sidewalk sale operated within The Downtown.*
- i. *Off-site directional signage erected by a public authority for the purposes of providing directions to tourist attractions and major public facilities.*

5 ENFORCEMENT PROVISIONS

5.1 Compliance Requirement

It shall be the duty of every *person* who *erects*, uses, maintains or causes a *sign* to be erected, used or maintained to ensure that the *sign* complies with all the provisions and requirements of this By-law.

5.2 Removal of Illegal Signs on Public Property

A *sign* erected in contravention of any provision of this By-law may be removed by the *Municipality* immediately and without notice if such sign, unless otherwise authorized, is



located wholly or partially on or over a *road allowance* or on any other lands owned by or under the jurisdiction of the *Municipality*.

5.3 Notice to Owners of Illegal Signs

The *Inspector* may cause a notice to be sent to any *owner* of a *property*, *sign* or both, by means of mail or hand delivery where any *sign* is found to be in contravention of any provision of this By-law.

5.4 Removal of Illegal Signs

Any *sign* found in contravention of any provision of this By-law may be removed by the *Inspector* or any *person* directed by him/her, without notice and such *sign* may be disposed of or impounded at the discretion of the *Inspector*.

5.5 Impound of Illegal Signs

Any *sign* impounded by the *Municipality* shall be held for a period of thirty (30) calendar days from the date of the sign being impounded and at 12:01 a.m. of the thirty first (31st) day the *sign*, if not released to the *owner* upon payment of the expenses incurred by the *Municipality*, may be disposed of in a manner at the discretion of the *Inspector*, without compensation or notice to any *person*.

5.6 Cost Recovery for Removing Illegal Signs

The reasonable expense as determined by the *Inspector* for the removal and disposal of any *sign* removed by the *Municipality* shall be the responsibility of the *sign's owner* and such costs are recoverable under the authority of the Municipal Act, 2001, as amended, and shall be collected in the same manner as taxes.

5.7 Provincial Offence

Every *person* who fails to comply with any provision or requirement of this By-law shall be guilty of an offence and liable to a fine as prescribed by the Provincial Offences Act.

6 PROHIBITIONS

6.1 Prohibited Signs

No *person* shall *erect* or maintain any of the following *signs*:

- a. A *sign* located on *premises* which does not specifically identify or *advertise* a business, service, or occupant of the *premises* where it is located, unless otherwise specified in this By-law;
- b. *Roof sign*;
- c. *Vehicle/Trailer sign* on non-motorized vehicles where the purpose of the *sign* meets the definition of a *sign* under this by-law;
- d. A *sign* which may cause confusion with a *traffic control sign* or a *traffic control signal*;
- e. An *abandoned sign*.



6.2 Prohibited Locations

- a. No *person* shall *erect a sign* within any *road allowance* other than a *sign* installed by *Municipal* agreement, a *real estate open house directional sign*, a *community event sign* or a *sign* otherwise permitted by this By-law;
- b. No *sign* or *sign structure* shall be located in a manner which, in the opinion of the *Inspector*, impedes the necessary view of a pedestrian or motorist;
- c. No *sign* shall be located within a *visibility triangle*;
- d. No *person* shall locate a *sign* which obstructs or impedes any fire escape, fire exit or door, any window required for natural ventilation or natural lighting or required as an emergency escape, or a fire fighter's access panel or skylight, or so as to prevent or impede free access from or to any part of a *building*;
- e. No *person* shall erect a *sign* which obstructs or otherwise impedes the utilization of a parking space, loading space, *driveway* or *aisle* unless additional parking spaces or loading spaces are provided to comply with the requirements and regulations of the *Municipality*;
- f. No *person* shall locate a *sign* which obstructs or impedes the functioning of any flue or air intake, or any exhaust system;
- g. No *person* shall nail, screw, tape or otherwise fasten a *sign* to a tree or utility pole;
- h. No *person* shall erect a *sign* that has a *height* greater than 0.75 metres within 3 metres of any road allowance where the sign may impede the visibility of an access from any improved public *street* to any *lot*.

7 GENERAL PROVISIONS FOR ALL SIGNS

7.1 Signs Permitted on Buildings Within a Road Allowance

In the event an existing *building* is located within a *road allowance*, *signs* are permitted on the façade of the *building* within the *road allowance* subject to complying with all the provisions of this By-law.

7.2 Existing Legal Signs

In the event a *sign* that is lawfully erected on the day this By-law comes into force is altered or removed, all applicable provisions of this By-law shall apply.

7.3 Illumination – Light Trespass

Where a *sign* is *illuminated*, the *sign* and source of *illumination* shall be designed and located so as to prevent light trespass beyond the sign support structure and the display surface area of the sign.

7.4 Maintenance and Good Repair

A *sign* and *sign structure* shall be kept in good repair at all times and maintained without any visible deterioration of the *sign* or *sign structure*.

A *sign* and *sign structure* shall be maintained in compliance with this By-law and any other By-law that contains requirements for the upkeep and maintenance of *signs*.



8 PERMITTED SIGNS

Section 8 and Section 9 of this By-law are interdependent and shall be read together.

8.1 Permitted Signs

If a *sign* is specifically defined in this By-law but not listed as a permitted sign in any Table to this By-law or section of this By-law, then the *sign* shall not be permitted.

A *sign* that is listed as being permitted shall only be permitted if it satisfies all applicable provisions of this By-law.

8.2 Sign Districts

For the purposes of this By-law, the following Sign Districts are established by reference to the zone categories as set out in the Municipality's Zoning By-law and are identified in the Tables to this By-law

RES	Residential Zone Categories: R1, R2, R3, R4, R5, R6, EM, RP
IND	Industrial Zone Categories: M1, M2, M3
COM	Commercial Zone Categories: C1, C2, CT2, C3, C4, C5, HZ
INS	Institutional Zone Categories: I, AIR, PR
RA	Rural Area Zone Categories: RA, REX

8.3 Sign Tables

The Tables to this By-law identify the type of *sign* permitted on a *property* and the regulations applicable to a *sign*

The *sign* types listed in Column 1 of Table 1 to Table 5 inclusive below, shall be subject to the provisions in Column 2 to Column 5 inclusive and all other applicable provisions of this By-law.



TABLE 1
RES – RESIDENTIAL SIGN DISTRICT

Column 1	Column 2	Column 3	Column 4	Column 5
Sign Type Permitted	Number of Signs	Maximum Sign Area	Maximum Sign Height	Section
<i>Home Based Business Sign</i>	1 non-illuminated ground or wall sign	0.2 m ²	1.2 m	N/A
<i>Real Estate Sign</i>	1 per street line	1.0 m ²	1.2 m	N/A
<i>Real Estate Open House Directional Sign</i>	2	0.6 m ²	1.2 m	N/A



TABLE 2
IND – INDUSTRIAL SIGN DISTRICT

Column 1	Column 2	Column 3	Column 4	Column 5
Sign Type Permitted	Number of Signs	Maximum Sign Area	Maximum Sign Height	Section
<i>Awning or Canopy Sign</i>	N/A	50% of the area of the awning or canopy	N/A	9.2
<i>Banner Sign</i>	1	10.0 m ²	N/A	9.3
<i>Directional Sign</i>	N/A	0.3 m ²	N/A	N/A
<i>Electronic Message Board</i>	1 as part of a ground sign	30% of the maximum sign area of a <i>ground sign</i>	N/A	9.7
<i>Ground Sign</i>	1 m ² for each 200 m or less of the <i>street line</i> of a property	0.3 m ² times the length of the <i>street line</i> , maximum 15 m ²	7.5 m	9.8
<i>Portable Sign</i>	Refer to Section 9.9	5.0 m ²	2.5 m	9.12
<i>Real Estate Sign</i>	1 per <i>street line</i>	4.0 m ²	1.2 m	N/A
<i>Real Estate Open House Directional Sign</i>	1 per <i>street line</i>	0.6 m ²	1.2 m	N/A
<i>Wall Sign</i>	N/A	25% of the <i>building facade</i> facing a <i>street line</i>	N/A	9.13



TABLE 3
COM – COMMERCIAL SIGN DISTRICT

Column 1	Column 2	Column 3	Column 4	Column 5
Sign Type Permitted	Number of Signs	Maximum Sign Area	Maximum Sign Height	Section
<i>A-Frame Sign</i>	1 for each 75 m or part thereof, of <i>street line</i> of a property	0.6 m ² on a public sidewalk 1.0 m ² on a lot	1.0 m	9.1
<i>Awning or Canopy Sign</i>	N/A	50% of the area of the awning or canopy	N/A	9.2
<i>Banner Sign</i>	1	10.0 m ²	N/A	9.3
<i>Digital Sign</i>	1	<i>Billboard</i> : 20 m ² <i>Ground Sign</i> : 7.5 m ² <i>Wall Sign</i> : 15% of the <i>facade</i> area or 8 m ² , whichever is less	7.5 m	9.6
<i>Directional Sign</i>	N/A	0.3 m ²	N/A	N/A
<i>Electronic Message Board</i>	1 as part of a <i>ground sign</i>	30% of the maximum sign area of a <i>ground sign</i>	N/A	9.7
<i>Flag Sign</i>	N/A	N/A	N/A	9.8
<i>Ground Sign</i>	1 m ² for each 200 m or less of the <i>street line</i> of a property	0.3 m ² times the length of the <i>street line</i> , maximum 15 m ²	7.5 m	9.9
<i>Overhanging Sign</i>	1	1.0 m ²	N/A	9.11
<i>Portable Sign</i>	Refer to Sec. 9.9	5.0 m ²	2.5 m	9.12
<i>Real Estate Sign</i>	1 per <i>street line</i>	4.0 m ²	1.2 m	N/A
<i>Real Estate Open House Directional Sign</i>	2 per <i>street line</i>	0.6 m ²	1.2 m	N/A
<i>Wall Sign</i>	N/A	25% of the <i>building facade</i> facing a <i>street line</i>	N/A	9.13



TABLE 4
INS – INSTITUTIONAL SIGN DISTRICT

Column 1	Column 2	Column 3	Column 4	Column 5
Sign Type Permitted	Number of Signs	Maximum Sign Area	Maximum Sign Height	Section
<i>A -Frame Sign</i>	1 for each 75 m or part thereof, of a <i>street line</i> of a property	1.0 m ²	1.0 m	9.1
<i>Awning or Canopy Sign</i>	N/A	50% of the area of the awning or canopy	N/A	9.2
<i>Banner Sign</i>	1	10.0 m ²	N/A	9.3
<i>Directional Sign</i>	N/A	0.3 m ²	N/A	NA
<i>Electronic Message Board</i>	1 as part of a ground sign	30% of the maximum sign area of a <i>ground sign</i>	N/A	9.7
<i>Ground Sign</i>	1 m ² for each 200 m or less of the <i>street line</i> of a property	0.3 m ² times the length of the <i>street line</i> , maximum 15 m ²	7.5 m	9.9
<i>Portable Sign</i>	Refer to Sec. 9.9	5.0 m ²	2.5 m	9.9
<i>Real Estate Sign</i>	1 per <i>street line</i>	4.0 m ²	N/A	N/A
<i>Real Estate Open House Directional Sign</i>	2	0.6 m ²	N/A	N/A
<i>Wall Sign</i>	N/A	25% of the <i>building facade</i> facing a <i>street line</i>	N/A	9.12



TABLE 5 RA – RURAL AREA SIGN DISTRICT				
Column 1 Sign Type Permitted	Column 2 Number of Signs	Column 3 Maximum Sign Area	Column 4 Maximum Sign Height	Column 5 Section
<i>Directional Sign</i>	N/A	0.3 m ²	N/A	N/A
<i>Ground Sign</i>	1 m ² for each 200 m of the street line of a property	0.3 m ² times the length of the <i>street line</i> , maximum 15 m ²	7.5 m	9.9
<i>Home Based Business Sign</i>	1 non-illuminated <i>ground or wall sign</i>	0.55 m ²	1.2 m	N/A
<i>Real Estate Sign</i>	1 per <i>street line</i>	4.0 m ²	1.2 m	N/A
<i>Real Estate Open House Directional Sign</i>	2	0.6 m ²	1.2 m	N/A
<i>Wall Sign</i>	N/A	25% of the <i>building facade</i> facing a <i>street line</i>	N/A	9.12



9 SPECIFIC SIGN REGULATIONS

9.1 A-Frame Signs

A-Frame signs not erected for an *agricultural use* shall be erected in compliance with the following:

- a. An *A-Frame sign* shall only be used and displayed during the actual hours of operation of the *business* that it is advertising.
- b. An *A-Frame sign* shall only be used and displayed on or in front of the *premises* where the *business* it is advertising operates.
- c. No *A-Frame sign* shall be located in a manner that restricts the free and safe movement for any pedestrian, vehicle or other conveyance on any sidewalk, path, *road allowance* or *driveway*, or in a manner which impedes vision. Where *A-Frame Signs* are located upon a sidewalk, a minimum 1.5 m path of travel shall be maintained which is free and clear of any obstructions.
- d. An *A-Frame sign* shall be located no closer than 20 m to another *portable sign*, or *ground sign* erected on the same property;
- e. In no case shall a person erect an *A-Frame sign* and a *Portable sign* on a property for the same *business* at the same time.

9.2 Awning or Canopy Signs

- a. No *awning* or *canopy sign* shall be erected less than 2.5 m above established *grade* or the surface of the *road allowance* or public sidewalk;
- b. Every owner of an *awning* or *canopy sign* shall carry adequate liability insurance for any such *sign* and that insurance coverage shall also name the *Municipality* as an additional insured, where the *awning* or *canopy sign* is located over a *road allowance* in the *Downtown*;
- c. In the *Downtown*, an encroachment permit will be obtained from the *Municipality* for the installation of *signs* overhanging the *road allowance*, if required.

9.3 Banner Signs

- a. No person shall display a *banner sign* for more than two periods of 90 consecutive days in one calendar year.

9.4 Billboard Signs

- a. *Billboard signs* shall be erected only in the areas designated in Schedules "A-1, A-2, and A-3" to this By-law;
- b. Not more than 25 *billboard signs* are permitted to be located in *The Downtown*;
- c. No *billboard sign* shall be erected on a fence;
- d. No *billboard sign* shall be erected less than 75 m from a residential zone;



- e. No *billboard sign* shall be *erected* less than 100 m from another billboard sign;
- f. No *billboard sign* shall be *erected* within a setback required by a *zoning by-law* between a *building* and a *lot line* or *street*.

9.5 Community Event Signs

- a. A *community event sign* may be *erected* on private *property* with the consent of the *owner*.
- b. A *community event sign* may be *erected* on a *property* owned by the *Municipality* or on the untraveled portion of a *road allowance* with the approval of the *Municipality* and subject to any conditions or requirements imposed by the *Municipality*.
- c. A maximum of one *community event sign* may be *erected* on a *private property*.
- d. No *community event sign* shall exceed 5.0 m² in area.
- e. *Community event signs* are permitted to be *erected* for not more than 30-days prior to the *advertised* event, and shall be removed within 24 hours after the event.

9.6 Digital Signs

- a. *Digital signs* shall not:
 - i. Display any visible effects including but not limited to motion, dissolving, fading, flashing, intermittent or blinking light, scrolling or the illusion of such effects;
 - ii. Emit sound or be interactive in any way;
 - iii. Take the form of a *portable sign*;
 - iv. Display *sign copy* that *advertises* a *business*, goods, products, or services not necessarily sold or offered or conducted on the *property* unless it is a *billboard*.
- b. The *sign copy* of a *digital sign* shall be displayed continuously in a static manner without animation and without any change or any visual effects for not less than 15 seconds.
- c. Any change from one message to another in the *sign copy* of a *digital sign* shall:
 - i. Be completed in 0.25 seconds or less;
 - ii. Involve the change of the entire *sign copy*;
 - iii. Not include a partial, incremental or sequential change of *sign copy*.
- d. *Digital signs* shall:
 - i. Be equipped with an operating automatic light sensor that is set to control the brightness of the *digital sign* so its brightness does not exceed 3.23 lux (0.3 foot candles) above ambient light levels as measured at a distance from the *sign* based on the following calculation:
 - a. Measurement distance is equal to the square root of the sign area multiplied by 100.
 - ii. In no case create undue glare as determined by the *Inspector*.
 - iii. Be designed and operated to cease its operation and display of *sign copy* in the event of a malfunction.
 - iv. Provide a minimum clearance of 3.0 metres above *established grade*.



- e. Any *digital sign* that is located within 100 metres of a signalized intersection or 50 metres of a non-signalized intersection of two *streets* or a railway crossing (measured from the centre of the intersection to the nearest point of the *sign's display surface*) shall submit a safety review completed by a qualified Professional Engineer to the satisfaction of the *Municipality*.
- f. The safety review referred to above shall assess if the digital sign is appropriate at the proposed location. The assessment shall be based on but not limited to the following:
 - i. Crash and accident history;
 - ii. Traffic and pedestrian volumes;
 - iii. Current and expected driver workload;
 - iv. The relative geometric complexity of the roadway and intersection.
 - i. The safety review shall identify any mitigating measures that will reduce potential risks identified by the review and assessment.
- g. A *window sign* that is also a digital sign shall have a maximum *sign area* equal to 50% of the total window area to a maximum sign area of 2.0 m².
- h. A *sign* projected onto a *building, structure* or surface is also a *digital sign* and shall require the written approval of the Planning Director prior to the issuance of a *sign permit*.
 - i. If the application is denied, the applicant may appeal the decision to City Council
- i. A *digital fuel price sign* shall:
 - i. Be located on the same *property* as the fuel sales *use* and not exceed two *digital fuel price signs*;
 - ii. Not exceed 0.5 square metres in *sign area*.

9.7 Electronic Message Board Signs

- a. The minimum display time for any electronic message, without movement or change in colour, shall be 30 seconds, and the intensity of the illumination shall be maintained at a constant level.
- b. The *electronic message board sign* shall not display any visible effects including but not limited to motion, fading, dissolving, flashing, intermittent or blinking light, scrolling or the illusion of such effects.

9.8 Flag Signs

- a. No person shall display a *flag sign* for more than two periods of 21 consecutive days in one calendar year.

9.9 Ground Signs

- a. No *person* shall *erect a ground sign* less than 1.0 metre from a *street line*.
- b. A maximum of 30% of the permitted *sign area* of a *ground sign* may consist of a *changeable copy sign*.



9.10 Off-Premises Directional Signs

A *temporary off-premises directional sign* providing directions to the seasonal sale of produce may be located on the *untraveled road allowance* provided the *sign* is located in a manner that does not restrict the free and safe movement for any pedestrian, vehicle or other conveyance on the *road allowance* and in no manner impedes the visibility of a *driveway*.

9.11 Overhanging Signs

- a. An *overhanging sign* shall only be *erected* on *premises* located within the boundaries of the *Downtown* and on *properties* with a *street line* on Queen Street or Gore Street;
- b. No *overhanging sign* shall be erected less than 2.5 metres above *established grade* or the surface of the *road allowance* or public sidewalk;
- c. Every *owner* of an *overhanging sign* shall carry adequate liability insurance for any such sign and that insurance coverage shall also name the *Municipality* as an additional insured, where the *overhanging sign* encroaches onto a *road allowance*;
- d. An encroachment permit will be obtained from the *Municipality* for the installation of signs overhanging the *road allowance*, if required.

9.12 Portable Signs

- a. A permit for a *portable sign* shall expire not more than one hundred and eighty (180) days after the date the permit is issued;
- b. Upon expiry of a permit for a *portable sign*, the *sign* must be removed within twenty-four (24) hours and the *Municipality* must be informed of the removal of the *portable sign*. If the *portable sign* is not removed in compliance with this By-law, the *Municipality* may remove the *sign* in accordance with Section 3.15;
- c. Permits for *portable signs* may be issued provided the total permit timeframe does not exceed one hundred and eighty (180) days in the calendar year, per *portable sign* permitted on the *property*.
- d. A maximum of one (1) *portable sign* is permitted per 50m frontage, or part thereof, to a maximum of three (3) portable signs per property.
- e. In no case shall a *business* or *person* erect for its purpose a *portable sign* and A-Frame sign at the same time on a *property*;
- f. *Portable signs* are not permitted on vacant *property* or on a *road allowance*;
- g. A *portable sign* shall be located no closer than 50m to another *portable sign* erected on the same *property*;
- h. A *Home based business* is not permitted to have a *portable sign*;
- i. Every *portable sign* shall permanently *display* the name and telephone number of the *owner* of the *portable sign*.
- j. A *portable sign* shall only *display advertising* for the *business* located on the same *lot* where the *portable sign* is located.



9.13 Wall Signs

- a. A *wall sign* shall not project more than 0.3 metres from the wall of a *building* or *structure*.
- b. No *wall sign* shall be *erected* above the first *storey* of a *building* or *structure*.
- c. No *wall sign* shall project above the roofline of a *building* or *structure*.
- d. A *wall sign* shall be *erected* only upon the wall of a *building* or *structure* containing the *business* to which the *sign* applies.

10 VARIANCES AND AMENDMENTS

10.1 Variances

An application for a variance or an amendment from any provision of this By-law shall be accompanied by the appropriate form and fee.

10.2 Variance Applications

The *Municipality* may on the application of a *person* authorize a variance from the provisions of this By-law where in the opinion of the *Municipality*:

- a. There are special circumstances or conditions applicable to the *property* or *building* where the sign is proposed to be erected and these circumstances or conditions are not shared by others with similar *properties* or buildings; or,
- b. Strict application of the provisions of this By-law would create practical difficulties or unusual hardship for the applicant; or,
- c. The special circumstances or conditions were not created by the applicant; or,
- d. Approval of the variance will not alter the character of the area where it is located; and,
- e. Approval of the variance will not affect public safety; and
- f. Approval of the variance maintains the general intent and purpose of this By-law.

10.3 Variance Approval Authority

A variance from the provisions of this By-law may be authorized by Council, or if Council so delegates, by a Committee of Council or an official designated by Council.

Where Council has delegated approval of a variance to a Committee of Council or an official and the Committee of Council or official refuses the application, the applicant may appeal the refusal and Council shall consider the appeal and decide on the variance application.

11 SEVERABILITY

If a court of competent jurisdiction should declare any section or part of a section of this By-law to be invalid, such decision does not affect the validity, effectiveness, or enforceability of the other sections or parts of the provisions of this By-law unless the court makes an order to the contrary.



12 REPEAL OF PRIOR BY-LAWS

12.1 The following by-laws are repealed:

By-law 2005-166;
By-law 2012-206.

13 EFFECTIVE DATE

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

PASSED in open Council this 21st day of February, 2017.

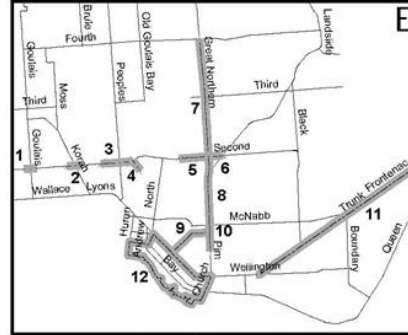
Christian Provenzano - Mayor

Malcolm White – City Clerk

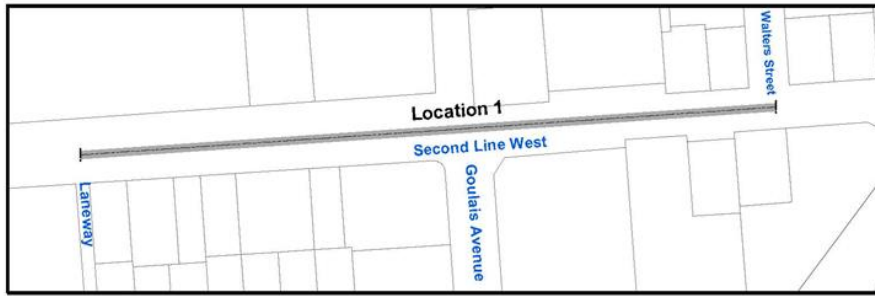


Schedule A1 – Permitted Billboard Locations

Schedule A1

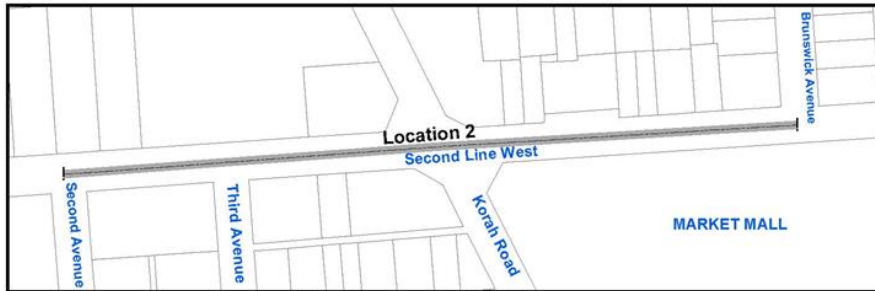


Area of Interest Key Map



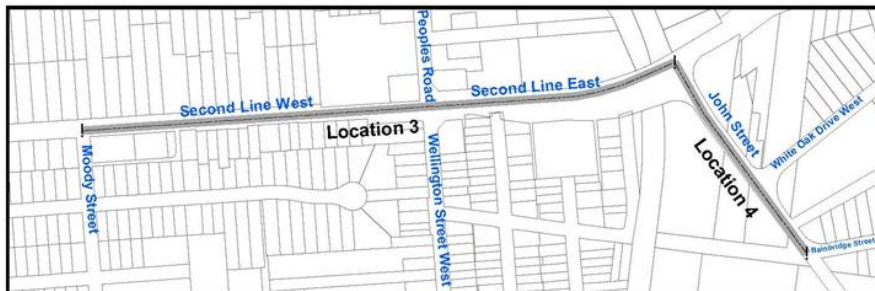
LOCATION 1 - SECOND LINE WEST

Between laneway centre line on the south side of Second Line West adjacent to Lot 10 (Plan 14324) and Walters Street centre line.



LOCATION 2 - SECOND LINE WEST

Between Second Avenue centre line and Brunswick Avenue centre line.



LOCATION 3 - SECOND LINE EAST & WEST

Between Moody Street centre line and John Street centre line

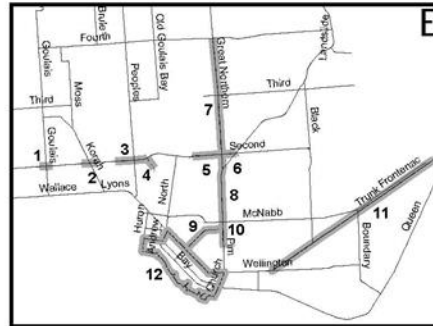
LOCATION 4 - JOHN STREET

Between Second Line East and Bainbridge Street

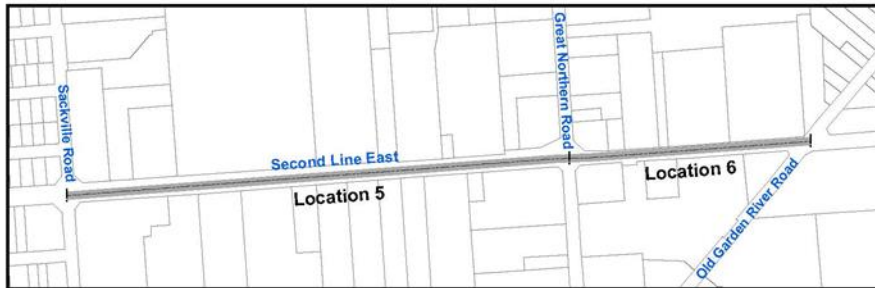


Schedule A2– Permitted Billboard Locations

Schedule A2



Area of Interest Key Map

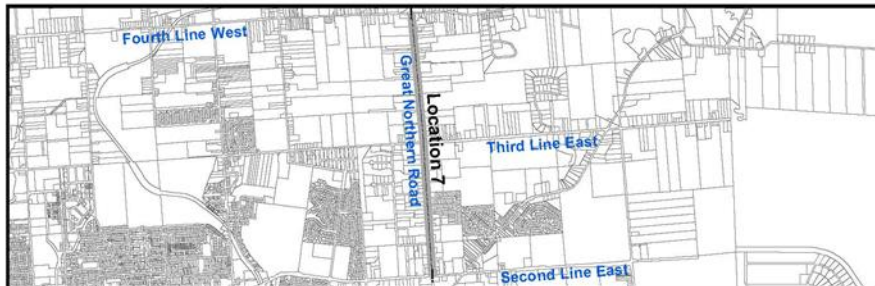


LOCATION 5 - SECOND LINE EAST - WEST OF GREAT NORTHERN ROAD

Between Sackville Road centre line and Great Northern Road centre line.

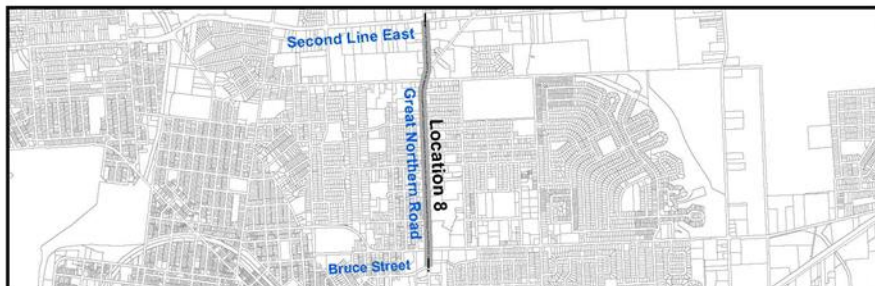
LOCATION 6 - SECOND LINE EAST - EAST OF GREAT NORTHERN ROAD

Between Great Northern Road centre line and Old Garden River Road center line.



LOCATION 7 - GREAT NORTHERN ROAD - NORTH OF SECOND LINE

Between Second Line East centre line and Fourth Line centre line.



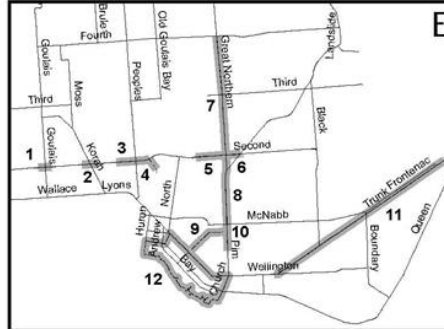
LOCATION 8 - GREAT NORTHERN ROAD - SOUTH OF SECOND LINE

Between Second Line East centre line and Bruce Street centre line.

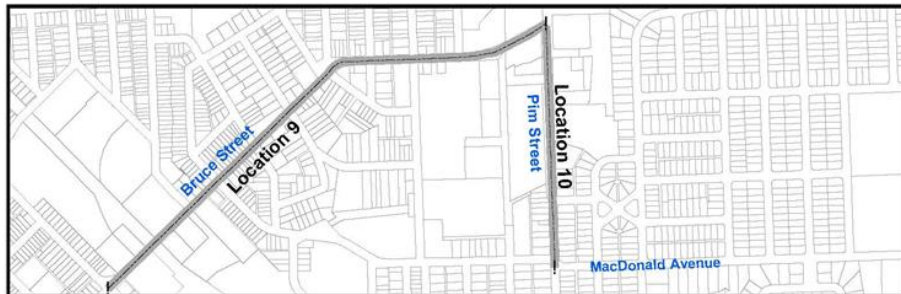


Schedule A3– Permitted Billboard Locations

Schedule A3



Area of Interest Key Map

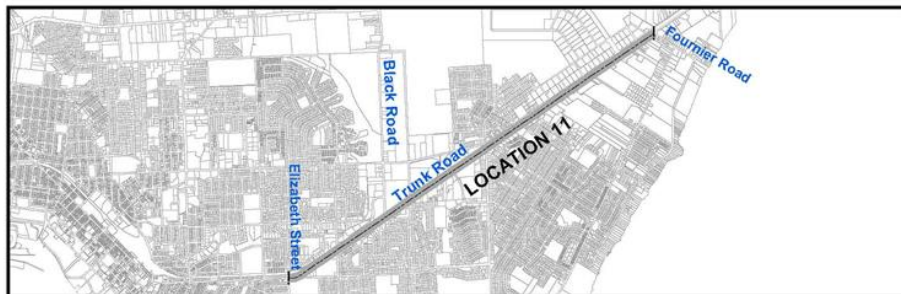


LOCATION 9 - BRUCE STREET

Between Bruce Street centre line and Great Northern Road centre line.

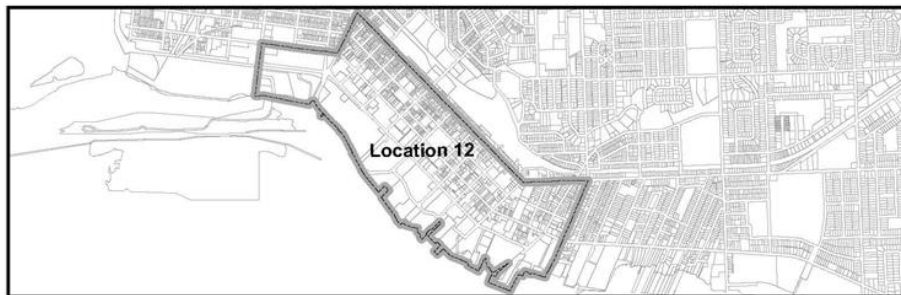
LOCATION 10 - PIM STREET

Between Bruce Street centre line and MacDonald Avenue centre line.



LOCATION 11 - TRUNK ROAD

Between Elizabeth Street centre line and Fournier Road centre line.



LOCATION 12 - DOWNTOWN AREA

The Downtown area is defined as those lands bounded by or with frontage on Church Street, Wellington Street East, Gore Street, Queen Street West, Huron Street and the waterfront. (Source: City of Sault Ste. Marie Official Plan, 1996)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-36

PARKING: (P3.9(3)) A by-law to appoint Municipal Law Enforcement Officers to enforce the by-laws on various private properties and to amend Schedule “A” to By-law 90-305.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to Section 15 of the *Police Services Act*, R.S.O. 1990, chapter P.15 and amendments thereto, **ENACTS** as follows:

1. **SCHEDULE “A” TO BY-LAW 90-305 AMENDED**

Schedule “A” to By-law 90-305 is hereby repealed and replaced with Schedule “A” attached to this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 21st day of February, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

SP\\citydata\\LegalDept\\Legal\\Staff\\BYLAWS\\2017\\2017-36 Municipal Law Enforcement Officers.doc

SCHEDULE "A"

BADGE	SPECIAL CONSTABLE	EMPLOYER	PROPERTY LOCATION
26		MCLEOD, ROD	FLEMING & SMITH
30		RENDELL, VERN	ALGOMA CENTRAL PROP
109		SEBECIO, JOHN	DENTAL BUILDING
151		PARR, DEREK	NORPROP SECURITY
153		TASSONE, VITO	TASSONE CHIROPRACTIC
163		BUMBACCO, PHILIP	ALGOMA CENTRAL PROP
196		MCGRAYNE, LAURA LEE	ALGOMA CENTRAL PROP
241		COGHILL, ROBIN	NORPROP SECURITY
253		TRAVSON, TERRANCE	NORTH EAST SECURITY
267		CORBIERE, JOHN (TED)	NORPROP SECURITY
276		SMITH, DENNIS, ROBERT	G4S SECURE SOLUTIONS
321		LORENZO, COREY	NORPROP SECURITY
334		MILLER, BRADLEY	CITY OF SAULT STE MARIE
335		GROSSO, DONALD	NORTH EAST SECURITY
344		HARPE, KEN	HOLIDAY INN
348		HAZLETON, MARGARET	CITY OF SAULT STE MARIE
366		TRONOW, VICTORIA	G4S SECURE SOLUTIONS
369		CARMICHAEL, MARY	ONT. FINNISH HOME ASS
370		HANSEN, LOUIS	ONT. FINNISH HOME ASS
372		BENOIT, ALAIN	ONT. FINNISH HOME ASS
374		TAAVEL, ANDRE	CITY OF SAULT STE MARIE
391		MCLEOD, HEATHER	NORTH EAST SECURITY
397		LAFRAMBOISE, YVON	NORTH EAST SECURITY
400		JOHNSON, MICHAEL	NORTH EAST SECURITY
410		POYNER, HAROLD	G4S SECURE SOLUTIONS
411		MOORE, ROBERT	NORPROP SECURITY
420		FABIANO, ANTONIO	G4S SECURE SOLUTIONS
435		TRAMBLE, GEORGE	NORPROP SECURITY
441		WILSON, DAVID	NORPROP SECURITY
442		MACLENNAN, MATTHEW	NORPROP SECURITY
443		MARCIL, MARK	NORPROP SECURITY
446		HALLIDAY, DANA	SAULT COLLEGE
458		CONEYBEARE, KEVIN	NORTH EAST SECURITY
459		SLEEMAN, RAY	G4S SECURE SOLUTIONS
460		BOUGIE, DAN	G4S SECURE SOLUTIONS
463		MORIN, ALEX	CORPS OF COMM.
464		DITOMMASO, RYAN	2220917 ONT. INC.
465		DELAVALLE, DON	NORTH EAST SECURITY
484		MCLEOD, VIRGINIA	CITY OF SAULT STE MARIE
486		LONGO, NADIA	GT NORTH RETIREMENT
487		ROUGEAU, MARISA	GT NORTH RETIREMENT
488		LEFLEUR, MARILYN	GT NORTH RETIREMENT
489		MCQUEEN, WANDA	GT NORTH RETIREMENT
490		LUXTON, JEFF	GT. NORTH RETIREMENT
493		BROWN, FRASER	NORTH EAST SECURITY
516		GAY, JAMES	NORTH EAST SECURITY
517		ROY, BRENDA	NORTH EAST SECURITY
522		MCNAMA, STEVEN	NORTH EAST SECURITY
523		MCBRIDE, GUY	NORPROP SECURITY
526		JOHNSTON, CORY	NORTH EAST SECURITY
537		GRAWBARGER, KYLE	G4S SECURE SOLUTIONS
541		DIMMA, WILLIAM	ALGOMA CENTRAL PROP
547		LIEPA, MATTHEW	ALGOMA CENTRAL PROP
548		CARON, ROGER	CITY OF SAULT STE MARIE
556		ARCAND, SCOTT	G4S SECURE SOLUTIONS
565		LISCUMB, GERALD	NORPROP SECURITY
566		SWEET, WILLARD	NORTH EAST SECURITY
568		PICK, DENNY	CORPS OF COMM
574		BOUCHARD, DARYL	NORTH EAST SECURITY
580		CHARETTE, ROBERT	NORTH EAST SECURITY
587		GIULETTI, MATTHEW	G4S SECURE SOLUTIONS
589		TWENTYMAN, DANIEL	NORPROP SECURITY
596		WAGNER, TODD	G4S SECURE SOLUTIONS
599		BUMBACCO, CARL	CB HOME INSTALLTIONS
601		HART, JASON	NORPROP SECURITY
602		GREENWOOD, LESLIE	GREENWOOD HARDWARE
603		LAMMING, DAVE	CITY OF SAULT STE MARIE
604		WAGNER, MATTHEW	NORTH EAST SECURITY
607		FROST, CHRISTIAN	CITY OF SAULT STE MARIE
608		ALISAT, THOMAS	ALISATS RUST PROOFING
609		ROBINSON, SHAWN	ALISATS RUST PROOFING
611		MIZZI, PRESTON	WENDYS
617		SAVAGE, SAMUEL	G4S SECURITY

619	BERTO,DEBORAH	GATEVIEW REALTY INC	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS
620	FERA,NORMAN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
622	PROULX,PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
623	AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHAILIUK,JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
626	CHARRON,ROBERT	NORTH EAST SECURITY	S COLLEGE/A/UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
627	BAKER,WILLIAM	STANDARD PARKING	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
632	SAVAGE,MATT	G4S SECURITY	SAULT HOSPITAL
633	HILL,MICHAEL	NORTH EAST SECURITY	S COLLEGE/A/UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
634	TIBBLES,COLLEEN	STANDARD PARKING	ONTARIO REALTY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
636	KLYM,TIMOTHY	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/550 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/720 QUEEN ST
637	TOMASONE,LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD
639	PANITILA,KIM	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/550 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/720 QUEEN ST
642	COULTER,BRANT	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
643	SHAW,KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
644	SANTA MARIE,ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH,ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
647	DAFOE,TRUDY	NORTH EAST SECURITY	S COLLEGE/A/UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
648	ELWGREN,STEPHEN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/550 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/720 QUEEN ST
649	GRAHAM,STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG,RICHARD	G4S SECURITY	SAULT HOSPITAL
651	HUTCHINSON, HILLARY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
653	BIOCCHI,CHRISTOPHER	AIRPORT	1-475 AIRPORT RD.
654	PAVONI, JAKE	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/550 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/720 QUEEN ST
659	MARCIL,BONNIE	STRICTLY CONFIDENTIAL INC	THE TECH/ R/J'S MARKET
660	SANDIE,KEVIN	STRICTLY CONFIDENTIAL INC	THE TECH/ R/J'S MARKET
661	MONK,AUSTIN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/550 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/720 QUEEN ST
664	HAMMERSTEDT,ERIC	STRICTLY CONFIDENTIAL INC	THE TECH/ R/J'S MARKET
665	MATTHEWS,SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD
666	AITKEN,ANDREW	G4S SECURITY	SAULT HOSPITAL
667	MCLAUGHIN,RYAN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
669	BOREAN,RICK	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
670	MCGUIRE,STEVE	REGENT PROPERTY	402/302 BAY ST.
671	MCGUIRE,PATRICK	REGENT PROPERTY	402/302 BAY ST.
672	LEWIS,RYAN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
673	CARTER,SHAWN	G4S SECURITY	SAULT HOSPITAL
674	DERASP,RICHARD	CORPS OF COMM	SAULT AIRPORT
676	KELLY,MATTHEW	G4S SECURITY	SAULT HOSPITAL
676	THOMPSON,JOHN	CORPS OF COMM	SAULT AIRPORT
677	MACMILLAN,TYLER	CORPS OF COMM	SAULT AIRPORT
678	PERRON,JENNIFER	CORPS OF COMM	SAULT AIRPORT
679	CHATEAUNEUF,YVON	CORPS OF COMM	SAULT AIRPORT
680	MACGREGOR,CHRIS	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
681	SCHMIDT,KEATON	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
682	HALFORD,KEVIN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/550 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/720 QUEEN ST
683	SEMEYI, ADAM	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
684	RICKARD,EVAN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
685	HORNBY,BRANDON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
686	ASH,KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAI,MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING,MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM,DASA	DAYS INN	332 BAY ST
690	VANDERKLIFT, RENE	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
691	ADDISON, ERIN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
692	RHEAUME, DANIEL	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/550 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/720 QUEEN ST
693	O'SHAUGHNESSY, CONOR	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/550 QUEEN STRATHCLAIR DOG& SPORTS/QE ECOMPLEX/JOHN RHODES/720 QUEEN ST
694	LIPPE, ANDREW	NORTH EAST SECURITY	S.COLLEGE/A.UNIVERSITY & RES/ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
695	LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA, JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697	OLAR, GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698	DEPLONTY, HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-37

PROPERTY SALE: (MAP 109) A by-law to authorize the sale of surplus property being legally described as Part PIN 31566-0275 (LT) PT SEC 24 KORAH PT 6 1R1216; SAULT STE. MARIE being part civic 1393 Peoples Road to Mr. Nick Palumbo.

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 to Mr. Nick Palumbo (or such other person(s) or company directed) and at the consideration shown therefore in the Schedule, upon the conditions set out in Schedule "A".

3. **EXECUTION OF DOCUMENTS**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to complete the sale.

4. **SCHEDULE "A"**

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

5. **EFFECTIVE DATE**

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

PASSED in open Council this 21st day of February, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

mw \\citydata\LegalDept\Legal\Staff\BYLAWS\2017\2017-37 Sale of 1393 Peoples Road.doc

SCHEDULE "A" TO BY-LAW 2017-37

PURCHASER: NICK PALUMBO

PROPERTY: 1393 PEOPLES ROAD
SAULT STE. MARIE, ONTARIO

PART OF PIN: 31566-0275
(LT) PT SEC 24 KORAH PT 6 1R1216;
SAULT STE. MARIE

CONSIDERATION: FORTY THOUSAND DOLLARS (\$40,000.00) PLUS HST
subject to the usual adjustments.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO 2017-38

STREET CLOSING: (Map 46) A by-law to stop up, close and authorize the conveyance of part of Corey Avenue and part of Jean Avenue in the Manitou Park Subdivision, Plan H436 and to authorize the conveyance of the 1' reserves abutting this property.

WHEREAS the streets more particularly hereinafter described were established as public streets and assumed for public use by By-law 2016-87;

NOW THEREFORE the Council of The Corporation of the City of Sault Ste. Marie, pursuant to *the Municipal Act, 2001*, S.O. 2001, **ENACTS** as follows:

1. **PARTS OF STREETS CLOSED**

The parts of streets more particularly described as follows, having been assumed by the Corporation for public use, are hereby stopped up and closed:

- 1) PART COREY AVENUE – PART PIN 31504-0349 PARTS 1 AND 2 ON 1R13287; and
- 2) PART JEAN AVENUE – PART PIN 31504-0351 PARTS 1, 2 AND 3 ON 1R13288.

2. **PROPERTY DECLARED SURPLUS**

The property more particularly described as follows is surplus to the requirements of the municipality:

- 1) PART COREY AVENUE – PART PIN 31504-0349 PARTS 1 AND 2 ON 1R13287;
- 2) 1' RESERVE ABUTTING COREY AVENUE PIN 31504-0376 PART 3 ON 1R13287;
- 3) PART JEAN AVENUE – PART PIN 31504-0351 PARTS 1, 2 AND 3 ON 1R13288; and
- 4) 1' RESERVE ABUTTING JEAN AVENUE PIN 31504-0377 PART 4 ON 1R13288.

3. **EXECUTION OF DOCUMENTS**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to all documents required to give effect to this by-law.

4. **EASEMENTS TO BE RETAINED**

The property is subject to the retention of easements if required.

5. **EFFECTIVE DATE**

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

PASSED in open Council this 21st day of February, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-39

AGREEMENT: (C3.17(3)) A by-law to authorize the execution of the Agreement between the City and Her Majesty the Queen in Right of Canada (Hereinafter Referred to as "Canada"), as represented by the Minister of Employment and Social Development for the Strathclair Pathways to Accessibility project.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and Her Majesty the Queen in Right of Canada (Hereinafter Referred to as "Canada"), as represented by the Minister of Employment and Social Development, a copy of which is attached as Schedule "A" hereto. This Agreement is for Strathclair Pathways to Accessibility project.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 21st day of February, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

**ARTICLES OF AGREEMENT****BETWEEN****HER MAJESTY THE QUEEN IN RIGHT OF CANADA****(HEREINAFTER REFERRED TO AS "CANADA"), AS REPRESENTED BY****THE MINISTER OF EMPLOYMENT AND SOCIAL DEVELOPMENT****AND****Corporation of the City of Sault Ste. Marie****(HEREINAFTER REFERRED TO AS "THE RECIPIENT")****HEREINAFTER COLLECTIVELY REFERRED TO AS "THE PARTIES"**

Whereas the Recipient has applied to Canada for funding to carry out the project;

Whereas Canada has determined that the Recipient is eligible for a grant under the Program mentioned in Schedule A - Project Description and Signatures and that the Project qualifies for support, and

Whereas Canada has agreed to provide a grant to the Recipient to help it to implement the project;

Now, therefore, the Parties agree as follows

1.0 AGREEMENT

1.1 The following documents, and any amendments thereto, constitute the entire agreement between the Parties with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter.

(a) These Articles of Agreement

(b) Schedule A - Project Description and Signatures



2.0 INTERPRETATION

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

"**Eligible Expenditures**" means the expenditures listed in the Project budget in *Schedule A - Project Description and Signatures*;

"**Fiscal Year**" means the period commencing on April 1 in one calendar year and ending on March 31 in the next calendar year;

"**Grant**" means the grant funds provided by Canada under this Agreement.

"**Project**" means the project described in *Schedule A - Project Description and Signatures*;

"**Project Period**" means the period beginning on the Project Start Date and ending on the Project End Date specified in *Schedule A - Project Description and Signatures*; and

"**Working Day**" means Monday through Friday except statutory holidays.

3.0 EFFECTIVE DATE AND DURATION

3.1 This Agreement shall come into effect on the date it is signed by both Parties and, subject to section 3.2, shall expire at the end of the Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 Notwithstanding section 3.1, the rights and obligations of the parties, which by their nature, extend beyond the expiration or termination of this Agreement shall survive such expiration or termination.

4.0 PURPOSE OF THE GRANT

4.1 The purpose of the funding granted by Canada according to the terms of this Agreement is to enable the Recipient to carry out the Project. The Recipient shall use the grant for paying the Eligible Expenditures of the Project.

5.0 PAYMENT OF THE GRANT

5.1 Canada will pay the Recipient a grant in the amount specified in *Schedule A - Project Description and Signatures*. The grant will be paid in instalments in accordance with the instalment schedule set out under *Payment Method Schedule A - Project Description and Signatures*.

6.0 APPROPRIATION

6.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the Fiscal Year in which the payment is to be made.

7.0 REDUCTION OR TERMINATION OF FUNDING

7.1 Canada may, upon not less than ninety (90) days' notice, reduce its funding under this Agreement or terminate the Agreement as per article 15.0 if:

- (a) the level of funding for the Program named in this Agreement for the Fiscal Year in which the payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or
- (b) Parliament reduces the appropriation of funds for grants under the Program named in this Agreement.

7.2 Where, Canada gives notice of its intention to reduce its funding pursuant to section 7.1, and the Recipient is of the opinion that it will be unable to complete the Project in the manner desired by the Recipient, the Recipient may terminate the Agreement upon not less than thirty (30) days notice to Canada.



8.0 RECIPIENT DECLARATIONS

8.1 The Recipient

- (a) declares that it has provided Canada with a true and accurate list of all amounts owing to the Government of Canada under legislation or funding agreements which were past due and in arrears at the time of the Recipient's Application for Funding under the Program named in this Agreement;
- (b) agrees to declare any amounts owing to the Government of Canada under legislation or funding agreements which have become past due and in arrears following the date of its Application for Funding;
- (c) recognizes that Canada may recover any amounts referred to in paragraph (a) or (b) that are owing by deducting or setting off such amounts from any sum of money that may be due or payable to the Recipient under this Agreement; and
- (d) declares to use a fair, accountable and transparent process when procuring goods and/or for services in relation to the Project.

8.2 The Recipient declares that any person who has been lobbying on its behalf to obtain the grant that is the subject of this Agreement was in compliance with the provisions of the *Lobbying Act* (R.S.C., 1985, c. 44 (4th Supp.)), as amended from time to time, at the time the lobbying occurred and that any such person to whom the Lobbying Act applies has received, or will receive, no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

9.0 PROJECT RECORDS

9.1 The Recipient shall keep proper books and records of the grant received and of all expenditures made using the grant relating to the Project.

9.2 The Recipient shall retain the books and records referred to in section 9.1 for a period of three (3) years following the Project Period.

9.3 During the period of the project as well as the period referred to in section 9.2, the Recipient shall give access to its files, books and records related to the project, upon request and within a reasonable time, to representatives of Canada for the purpose of verifying the use of the grant and compliance with the terms and conditions of this Agreement. The Recipient shall permit Canada's representatives to take copies and extracts from such books and records. The Recipient shall also provide Canada with such additional information as Canada may require with reference to such books and records.

10.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

10.1 If, during the Project Period or within the period referred to in 9.2, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act* (R.S.C., 1985, c. A-17), requests that the Recipient provide him or her with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Recipient shall provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada. (Not applicable to municipalities or other recipients excluded by the application of the Act)

11.0 REPORTING

11.1 The Recipient shall submit to Canada, a complete final report acceptable to Canada that outlines the results of the Project within thirty (30) days following the Project Period.

12.0 CONTINUOUS ELIGIBILITY

12.1 The Recipient must, during the Project Period, continue to meet the eligibility requirements of the Program named in this Agreement which were effective upon signature of the agreement. As such, the Recipient agrees to promptly notify Canada should a change in the Recipient's status or a change in Project activities result in the Project no longer meeting the eligibility criteria of the Program which were effective upon signature of this Agreement.

13.0 EVALUATION

13.1 The Recipient recognizes that Canada is responsible for the evaluation of the Program named in this Agreement. The Recipient agrees to cooperate with Canada for the duration of the Project and within a period of three (3) years thereafter by providing access to the information required to carry out the evaluation.



14.0 TERMINATION OF AGREEMENT

Termination for Default

14.1 (1) The following constitute Events of Default:

- (a) the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Recipient (section 14.1(1)(a) not applicable to municipalities or school boards);
- (b) the Recipient ceases to operate (section 14.1(1)(a) not applicable to municipalities or school boards);
- (c) the Recipient is in breach of the performance of, or compliance with, any provision of this Agreement;
- (d) the Recipient, in support of its Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to Canada; or
- (e) in the opinion of Canada, the risk in the Recipient's ability to complete the Project has changed substantially and unfavorably.

(2) If

- (a) an Event of Default specified in paragraph (1)(a) or (b) occurs (section 14.1(1)(a) not applicable to municipalities or school boards); or
- (b) an Event of Default specified in paragraphs (1)(c), (d) or (e) occurs and has not been remedied within thirty (30) days of receipt by the Recipient of written notice of default or within such longer period as Canada may specify, or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period

Canada may terminate the Agreement immediately by written notice. Effective on that date, Canada has no more obligations to pay any remaining instalments of the grant as specified in the Agreement.

(3) Pursuant to paragraph 14.1 (2)(b), Canada may suspend payment of any further instalment of the grant under this Agreement.

(4) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

14.2 Either Parties may also terminate this Agreement at any time without cause upon not less than ninety (90) days written notice of intention to terminate.

15.0 REPAYMENT REQUIREMENTS

15.1 (1) When a written notice is provided by either one of the Parties pursuant to section 7 or section 14:

- (a) the Recipient must not make any new commitment related to the project which may generate eligible expenditures and must cancel any ongoing commitments, or where possible, reduce the amount of such expenditures arising from any commitment; and
- (b) all eligible expenditures incurred by the Recipient up to the date of termination will be paid by Canada, including direct costs and incidentals related to the cancellation of obligations of the Recipient for the termination of the agreement; a payment or a reimbursement will be made under this paragraph only if it has been demonstrated to the satisfaction of Canada that the Recipient has actually incurred the expenses and they are reasonable and related to the termination of the agreement.

(2) If this Agreement is terminated by the Recipient in accordance with section 14.2, the latter shall reimburse Canada the unused grant funds in its possession or under its control within thirty (30) days.

15.2 Notwithstanding section 15.1, if the Agreement is terminated under section 14.1 by Canada because the Recipient uses the grant for a purpose or expenditures not agreed upon under this Agreement, Canada may in addition to the rights conferred upon it under this Agreement or in law or in equity, demand from the Recipient the repayment of the grant funds that were used by the Recipient for purposes other than the Project or used for costs that were not Eligible Expenditures.

15.3 If Canada demands the repayment of any part of the grant pursuant to section 15.1 or section 15.2, the amount demanded shall be deemed to be a debt due and owing to Canada and the Recipient shall pay the amount to Canada immediately unless Canada directs otherwise.



15.4 Interest shall be charged on overdue repayments owing under this Agreement in accordance with the *Interest and Administrative Charges Regulations (SOR/96-188)* (the "Regulations") made pursuant to the *Financial Administration Act (R.S.C., 1985, c. F-11)*. Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

16.0 INDEMNIFICATION

16.1 The Recipient shall, both during and following the Project Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its employees or agents in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project. It is understood that Canada cannot claim compensation under this section in case of accident, loss or damage caused by Canada or its employees.

17.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

17.1 The management and supervision of the Project are the sole and absolute responsibility of the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of Canada. This Agreement is a funding agreement only, not a contract obtaining services or a contract of service or employment. Canada's responsibility is limited to providing financial assistance to the Recipient in support of the Project. The parties hereto declare that nothing in this Agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of Canada.

17.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the amount of Canada's funding as indicated in the Agreement. Canada shall not be liable for any loan, capital lease or other long-term obligation which the Recipient may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Recipient toward another party in relation to the Project.

18.0 CONFLICT OF INTEREST

18.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act (S.C. 2006, c. 9, s. 2)*, the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Sector* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

18.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

19.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S FUNDING

19.1 The Recipient shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project. The parties will collaborate for the first public announcement of the project, including all communication, event or ceremony used to promote the project. The time, place and agenda for such communication activities must be appropriate for Canada.

19.2 To enable Canada's participation in any subsequent communications activities about the project the Recipient will inform Canada no later than twenty (20) calendar days preceding such communication activities.

19.3 The Recipient shall ensure that all communication activities, publications and advertising (including on social media or websites) relating to the project include the recognition of Canada's financial assistance to the satisfaction of Canada.

20.0 ACCESS TO INFORMATION

20.1 The Recipient acknowledges that Canada is subject to the *Access to Information Act (R.S.C., 1985, c. A-1)*, and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the aforementioned act.

21.0 PROACTIVE DISCLOSURE

21.1 The Recipient acknowledges that the name of the Recipient, the amount of Canada's funding and the general nature of the Project may be made publicly available by Canada in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.



22.0 NOTICES

22.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email to the postal address, fax number or email address, as the case may be, of the receiving party. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

22.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

23.0 ASSIGNMENT OF THE AGREEMENT

23.1 The Recipient shall not assign this Agreement or any part thereof without the prior written consent of Canada.

24.0 SUCCESSORS AND ASSIGNS

24.1 This Agreement is binding upon the parties and their respective successors and assigns.

25.0 COMPLIANCE WITH LAWS

25.1 This Agreement shall be governed by and interpreted in accordance with the applicable laws of the province or territory where the Project will be performed. The parties agree that the Court of the province or territory where the Project will be performed is competent to hear any dispute arising out of this agreement.

25.2 The Recipient shall carry out the Project in compliance with all applicable laws, by-laws and regulations, including any environmental legislation and any legislation regarding protection of information and privacy. The Recipient shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

26.0 AMENDMENT

26.1 This Agreement may be amended, with respect to applicable laws, by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

27.0 UNINCORPORATED ASSOCIATION

27.1 If the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient that in addition to signing this Agreement in their representative capacities on behalf of the members of the Recipient, they shall be personally, jointly and severally liable for the obligations of the Recipient under this Agreement, including the obligation to pay any debt that may become owing to Canada under this Agreement.

28.0 COMMUNICATION WITH THE PUBLIC

28.1 The Recipient shall clearly identify the project's clientele, and shall take the appropriate steps to communicate with the target audience

29.0 AGREEMENT WITHOUT PREJUDICE [clause applicable only in Québec]

29.1 This Agreement is without prejudice to discussions underway between the Quebec Government and Canada for the purpose of establishing new standard agreements for the application of *An Act respecting the Ministère du Conseil exécutif* (CQLR, chapter M-30) in regards to Funding Agreements related to the programs of the Department of Employment and Social Development.

SECTION C Schedule A - Project Description and Signatures (to be completed by ESDC)

Common System for Grants and Contributions (CSGC) File Number: 1433706

Project Title: Pathways to Accessibility

Program Name: Enabling Accessibility Fund - Grants

This Application is: ☒ Approved ☐ Not Approved

Grant Amount:



Amount Requested: \$ 46450

Amount Approved: \$ 46450

Project description and Budget adjustments:

Activities:

The proposed project consists of constructing accessible parking area and pathway, and installing accessible seating in the playing fields.

Budget:

No changes

Other Conditions:

Does not apply to this project

Specific Obligations Related to the Project:

I.e.: publication or research, or other tool printed or published in both languages.

Project Period:

From 2017/02/01

To: 2018/01/31

Payment Method:

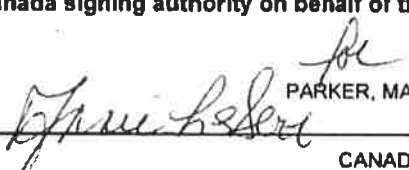
Number of Installment(s): 1

1st Installment Amount: \$ 46450

1st Installment Date: 2017/02/01

Date of Approval: 2016/12/19

Canada signing authority on behalf of the Minister of Employment and Social Development


PARKER, MATHIEU

CANADA

JAN 18 2017



FOR THE RECIPIENT (to be completed by the recipient)

- I certify that I have the capacity and that I am authorized to sign the Articles of Agreement of this grant on behalf of the "Recipient" organization;
- I have read, understand and agree to these Articles of Agreement and I agree that once approved and signed by both parties, these Articles of Agreement will be effective immediately and shall constitute a legally binding agreement.

Signatory Name (please print)

Title (please print)

Signature

Date (yyyy-mm-dd)



SIGNING OFFICERS FORM GRANT AGREEMENT

Name of organization: Corp. of the City of Sault Ste. Marie Effective date: _____

NOTICE TO SIGNATORIES

The information provided is collected under the authority of the *Department of Employment and Social Development Act*. The information in this Signing Officers Form will be used and may be disclosed for the purposes of validating the identity of individuals within the applicant organization having the authority to sign agreements, cheques and reports. Signatories to this form may be asked to provide additional information and/or documentation confirming their respective identities and roles within the recipient organization.

Completion of this form is voluntary; however, refusal to provide information will result in the applicant not being considered for funding.

The information provided may be shared with external consultants, review committee members, officials in other departments, federal, provincial and/or territorial governments or Members of Parliament for the purpose of review and verification.

The information provided may be used and/or disclosed for policy analysis, research and/or evaluation purposes. In order to conduct these activities, various sources of information under the custody and control of Employment and Social Development Canada (ESDC) may be linked. However, these additional uses and/or disclosures of personal information will never result in an administrative decision being made about an individual.

Personal information gathered in this form and/or made available to ESDC for further identification purposes, will be administered in accordance with the *Privacy Act* and the provisions governing the protection of personal information that are set out in the *Department of Employment and Social Development Act*, as applicable. The *Privacy Act* provides every person with a right to the protection of, and access to their personal information, which is described in Personal Information Bank(s) ESDC PPU 298. Instructions for obtaining this information are outlined in the government publication entitled Info Source, which is available at the following web site address: <http://www.infosource.gc.ca>. Info Source may also be accessed on-line at any Service Canada Centre.

CERTIFICATION

The Persons providing a specimen signature within this form, in so signing certify as follows:

- that I am the person with the name indicated alongside my specimen signature;
- that I will make available to Employment and Social Development Canada, upon their request, the necessary documentation for the purposes of further identification; and,
- that I hold the title listed below and, in this capacity, am authorized to sign on behalf of the applicant organization in accordance with the organization's incorporating documents, by-laws, or other relevant documents.

Section 1: Signing Officers for Agreement Purposes

(According to Letters, Patents or Other Incorporating Documents)

Please provide the name, title and specimen signature of the person(s) authorized to sign.

Title	Name	Specimen Signature
Chief Administrative Officer	Al Horsman	
Deputy CAO / City Clerk	Malcolm White	

How many of the above signatures are require to bind your organization onto a legal agreement?

Section 2: Signing Officers for Cheque purposes on behalf of your organization.

Please provide the name, title and specimen signature of the person(s) authorized to sign.

Title	Name	Specimen Signature
Chief Financial Officer/Treasurer	Shelley Schell	
Manager of Audits & Capital Planning	Jacob Bruzas	
Mayor	Christian Provenzano	

How many signatures are required to sign a cheque on behalf of your organization?

Section 3: Signing Officer for Reports submitted to ESDC.

Please provide the name, title and specimen signature of the person(s) authorized to sign.

Title	Name	Specimen Signature

How many signatures are required to sign a report submitted to ESDC?

- ❖ Please note that it is the organization's responsibility to provide an updated Signing Officers Form to the Department if changes occur.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-40

REGULATIONS: (R1.16) A by-law to approve the discharge of Fireworks by David Whysall International Fireworks pursuant to Section 4 of Fireworks By-law 2013-146 between 7:00 p.m. to 11:00 p.m. on March 1, 2017 for the Provincial Industry Conference ("PIC") sponsored by Festival and Events Ontario, together with Tourism Sault Ste. Marie and Northern Ontario Tourism.

The Council of the Corporation of the City of Sault Ste. Marie, pursuant to Section 121 of the *Municipal Act, 2001* S.O. 2001 c. 25 **ENACTS** as follows:

1. **APPROVED DISCHARGE OF FIREWORKS**

The Fireworks display operated and presented by David Whysall International Fireworks for the PIC sponsored by Festival and Events Ontario, together with Tourism Sault Ste. Marie and Northern Ontario Tourism, is hereby approved to take place pursuant to Section 4 of Fireworks By-law 2013-146 between 7:00 p.m. to 11:00 p.m. on March 1, 2017 located at Top Sail Island in Bellevue Park, Sault Ste. Marie, Ontario.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 21st day of February, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

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