



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

Monday, April 10, 2017

4:30 pm

Council Chambers

Civic Centre

	Pages
1. ADOPTION OF MINUTES	17 - 28
Mover Councillor L. Turco Seconder Councillor M. Shoemaker	
Resolved that the Minutes of the Regular Council Meeting of 2017 03 20 be approved.	
2. QUESTIONS AND INFORMATION ARISING OUT OF THE MINUTES AND NOT OTHERWISE ON THE AGENDA	
3. DECLARATION OF PECUNIARY INTEREST	
4. APPROVE AGENDA AS PRESENTED	
Mover Councillor R. Niro Seconder Councillor M. Shoemaker	
Resolved that the Agenda for 2017 04 10 City Council Meeting as presented be approved.	
5. PROCLAMATIONS/DELEGATIONS	
5.1 Sault Ste. Marie Science Festival	29 - 29
Nicole Chiasson, Director of Education and Northern programs, Science North; Ashlee Gerard, Program Co-ordinator, Head Start in Business; and John Dedes, Biologist and Insectarium Supervisor, Great Lakes Forestry Centre	
5.2 National Volunteer Week	

Rick Wark, Volunteer Salt Ste. Marie

5.3 Change the World – Ontario Youth Volunteer Challenge

5.4 Canada 150 Themed Mural

Kina Awiiya (Urban Aboriginal School) students Jayke Carter, Kady Manitowabi, Jerry Duncan, Carol Wilhelm-Harvey, Melissa Skouris, Dominic Migwans, Shilo Waboose and Marcy Bell, Superintendent of School Effectiveness and Student Success 7-12, Algoma District School Board

5.5 Emergency Medical Services

30 - 40

Mike Nadeau, Chief Administrative Officer, District of Sault Ste. Marie Social Services Board and Marvin Rubinstein, Principal, Apexpro Consulting Inc.

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

Mover Councillor L. Turco
Seconder Councillor M. Shoemaker

Resolved that all the items listed under date 2017 04 10 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1 Noise By-law Exemption

41 - 41

Letter of request for noise by-law exemption is attached for the consideration of Council.

Oswin and Hutchison Wedding

- 68 Shannon Road – Saturday, July 29, 2017 – 5 p.m. to 1 a.m. (July 30, 2017)

The relevant By-law 2017-53 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.2 Outstanding Council Resolutions

42 - 46

6.3 Street Closure Requests

47 - 55

Letters of request for temporary street closures are attached for the consideration of Council.

Classic Car and Motorcycle Show

- St. Mary's River Drive from 208 St. Mary's River Drive (Delta Hotel) to 49 St. Mary's River Drive (Apartment Building) – June 3, 2017 – 9 a.m. to 4 p.m. (Rain Day – June 4, 2017 – 9 a.m. to 4 p.m.)

Country Way Health Food Store – Annual BBQ / Customer Appreciation Day

- Brock Street from Queen Street East to 79 Brock Street – June 3, 2017 – 8 a.m. to 6 p.m.

The relevant By-laws 2017-54 and 2017-55 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.4 Council Travel

Mover Councillor R. Niro
Seconder Councillor M. Shoemaker

Resolved that Mayor C. Provenzano, Councillor S. Butland, Councillor S. Myers, and Councillor L. Turco be authorized to travel to Ottawa, Ontario for three days in August to attend the annual Association of Municipalities of Ontario conference at an estimated cost to the City of \$1,500 each.

6.5 Local Immigration Partnership IRCC Funding

56 - 57

A report of the Co-ordinator Local Immigration Partnership is attached for the consideration of Council.

The relevant By-law 2017-59 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.6 Walk of Fame Redesign

58 - 61

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

Mover Councillor R. Niro
Seconder Councillor M. Shoemaker

Resolved that the report of the Deputy City Clerk dated 2017 04 10 regarding Walk of Fame Redesign be received as information.

6.6.1 *Walk of Fame Motion*

Mover Councillor S. Myers
Seconder Councillor S. Butland

Whereas the Sault Ste. Marie Walk of Fame was created in 2002 by City Council; and

Whereas the initial Walk of Fame awards, in the form of granite maple leaves embedded in the sidewalk in the downtown area suffered damage as a result of adverse weather conditions and snow removal; and

Whereas the granite maple leaves were removed from the sidewalk in the

vicinity of the Essar Centre in the course of Queen Street streetscaping in 2015 and have now been cut out of concrete, cleaned and buffed; and

Whereas the Walk of Fame award program has been on hiatus since 2015; and

Whereas the following issues have arisen with respect to the program:

1. Criteria for the Walk of Fame award
2. Manner of display of granite maple leaves
3. Location of display(s) of granite maple leaves;

Now Therefore Be It Resolved that a Committee of Council be struck to research and make recommendations regarding Walk of Fame award criteria, display(s), and location of display(s) including budget required to effect the same; said Committee to include three members of City Council with appropriate staff and a Downtown Association representative as resource to the committee.

6.7 OMERS Premium Reduction Reserve Funding Request – First Responder Peer Support Program 62 - 69

A report of the Director of Human Resources is attached for the consideration of Council.

Mover Councillor R. Niro
Seconder Councillor M. Shoemaker

Resolved that the report of the Director of Human Resources be received and that Council authorize the transfer of up to \$25,000 from the OMERS Premium Reduction Reserve for completion of the Peer Support Program Development and Implementation.

6.7.1 Correspondence 70 - 71

6.8 2016 Honoraria and Expenses – Mayor & Council and Board & Committee Members 72 - 77

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

Mover Councillor L. Turco
Seconder Councillor M. Shoemaker

Resolved that the report of the Chief Financial Officer and Treasurer dated 2017 04 10 concerning 2016 Honoraria and Expenses (Mayor, Council, Board and Committee Members) be received as information.

6.9 Donation Policy 78 - 82

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

Mover Councillor R. Niro

Secondar Councillor M. Shoemaker

Resolved that the report of the Chief Financial Officer and Treasurer dated 2017 04 10 regarding Donation Policy be approved.

- 6.10 Queenstown Board of Management (O/A The Downtown Association) 2016 Audit Report and 2017 Budget 83 - 97**
- A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.
- Mover Councillor L. Turco
Secondar Councillor M. Shoemaker
- Resolved that the report of the Chief Financial Officer and Treasurer dated 2017 04 10 concerning the Queenstown Board of Management (o/a The Downtown Association) Audited Financial Statements for the year 2016 be received and that the Downtown Association Budget for the year 2017 be approved.
- 6.11 Year End Financial Report – December 31, 2016 98 - 120**
- A report of the Manager of Audits and Capital Planning is attached for the consideration of Council.
- Mover Councillor L. Turco
Secondar Councillor M. Shoemaker
- Resolved that the report of the Manager of Audits and Capital Planning dated 2017 04 10 concerning the Year End Financial Report to December 31, 2016 be received and that the recommended transfer from the Contingency Reserve of \$321,554 and recommended transfer to the Parks and Recreation Reserve of \$23,373 be approved.
- 6.12 Leasing of Space for Training/Fitness Centre within John Rhodes Community Centre 121 - 122**
- A report of the Deputy CAO, Community Development and Enterprise Service is attached for the consideration of Council.
- The relevant By-law 2017-64 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.13 Renewal of Sault Amateur Soccer Association Agreement 123 - 142**
- The report of the Manager of Recreation and Culture is attached for the consideration of Council.
- The relevant By-law 2017-60 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.14 #youthesoo Event 143 - 145**
- A report of the Manager of Recreation and Culture is attached for the

consideration of Council.

Mover Councillor R. Niro
Seconder Councillor M. Shoemaker

Resolved that the report of the Manager of Recreation and Culture dated 2017 04 10 concerning support of the #youthesoo event taking place on May 10 and 11, 2017 be received and that Council endorse the recommendation of the Mayor's Youth Advisory Council to allocate \$7,500 of their funding towards this event to offset costs associated with the use of the Essar Centre.

6.15 Strathclair Lighting – Engineering Services 146 - 147

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

The relevant By-law 2017-62 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.16 Source Protection Municipal Implementation Fund Agreement Amendment 148 - 150

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

The relevant By-law 2017-63 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.17 Stormwater Management – Full Cost Recovery 151 - 152

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

Mover Councillor R. Niro
Seconder Councillor M. Shoemaker

Resolved that the report of the Director of Engineering dated 2017 04 10 concerning stormwater management – full cost recovery be received and the recommendation to issue a request for proposal for professional services be approved.

6.18 Sackville Road Extension – Status 153 - 155

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

Mover Councillor L. Turco
Seconder Councillor M. Shoemaker

Resolved that the report of the Director of Engineering dated 2017 04 10 be received and the recommendations that Council:

- consider the Official Plan amendment at an upcoming meeting; and
- direct staff to conduct a joint workshop with Council regarding capital planning and Council identify capital priorities including Sackville Road as part of the 2018 or future budgets

be approved.

6.19	Biosolids Management	156 - 157
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A report of the Land Development and Environmental Engineer is attached for the consideration of Council.

Mover Councillor L. Turco
 Seconded Councillor M. Shoemaker

Resolved that the report of the Land Development and Environmental Engineer dated 2017 04 10 concerning biosolids management be received and that a Request for Proposal be issued.

6.20	Property Purchase – 564 Fifth Line East	158 - 160
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A report of the Assistant City Solicitor/Senior Litigation Counsel is attached for the consideration of Council.

The relevant By-law 2017-61 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.21 Surplus Property Sale – 13 Salisbury Avenue 161 - 163

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

The relevant By-law 2017-58 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.22	Agreement Between the City and the Sault Ste. Marie Airport Development Corporation	164 - 165
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A report of the Director of Public Works is attached for the consideration of Council.

The relevant By-law 2017-56 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

7.1.1	Fire Services Organizational Realignment Plan Updates	166 - 172
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Mover Councillor L. Turco
 Seconded Councillor M. Shoemaker

Resolved that the report of the CAO office dated 2017 04 10 concerning Fire Services Organizational Realignment Update be received as information and that Council approve proceeding with a request for proposal to secure an independent third party to conduct a comprehensive risk assessment with funding to come from the 2017 Fire Services operating budget (gapping / non-labour material savings).

7.2 COMMUNITY SERVICES DEPARTMENT

7.2.1 McMeeken Arena Carbon Monoxide Incident

173 - 213

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

Mover Councillor L. Turco
Seconder Councillor M. Shoemaker

Resolved that the report of the Deputy CAO, Community Development and Enterprise Service dated 2017 04 10 regarding McMeeken Arena carbon monoxide incident be received and that Council approve the use of the Facility Maintenance Reserve up to \$110,000 to fund the remediation.

7.3 ENGINEERING

7.4 FIRE

7.5 LEGAL

7.6 PLANNING

7.6.1 A-3-17-Z – 100 Sixth Line East

214 - 231

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

Mover Councillor L. Turco
Seconder Councillor M. Shoemaker

Resolved that the report of the Senior Planner dated 2017 04 10 be received and that Council rezone the portion of the subject property shown on the maps attached, from Rural Precambrian Uplands Zone (RP) to Rural Area Zone (RA.S) with the following special exception:

1. That the portion of the subject property to be zoned Rural Area (RA) be permitted to be occupied by a single detached dwelling and buildings and structures accessory to a single detached dwelling only.
2. That the rezoned portion of the subject property be subject to the removal of a holding provision (hp). Therefore, prior to any site alteration or development, the proponent shall address the following technical concerns to the satisfaction of Council:
 1. Slope Stability
 1. That a geotechnical report be prepared, by a qualified geotechnical engineer, attesting the stability of slopes to support the development of the subject property, as well as any mitigating measures aimed at ensuring slope stability.
 2. Emergency Vehicle Access
 1. That the access driveway be constructed in a manner that will

ensure emergency vehicle access to the dwelling, to the satisfaction of the Chief Building Official in consultation with Fire Services.

3. On-site Sewage System
 1. That a septic permit be obtained from Algoma Public Health.
4. Minimum Distance Separation from Nearby Industrial Use
 1. Where MOECC Minimum Distance Separation cannot be achieved, the proponent shall submit a sound attenuation study, prepared by a qualified professional, which ensures that MOECC indoor noise guidelines can be achieved.
5. Appropriate Mitigation Measures from the Rail Line, to the satisfaction of the railway operator (CN).
 1. Where a minimum distance separation of 120m (394') is not achieved, the proponent shall submit a sound attenuation study, prepared by a qualified professional, which ensures that MOECC indoor noise guidelines can be achieved through.
 2. That the following mitigation measures be installed and maintained, to the satisfaction of the railway operator. Where alternative measures are proposed, such measures shall be to the satisfaction of the appropriate railway:
 1. A 1.83m high chain-link fence installed and maintained by the owner, along the mutual property line.
 2. That a drainage plan be prepared by a qualified professional, showing no adverse drainage impacts to CN lands, and no new overland flow to CN lands in the event of a 100-year storm.
 3. That the dwelling unit be equipped with air-conditioning
 4. That sensitive rooms such as bedrooms be located on the opposite side of the railway.
 5. That a noise barrier be installed for outdoor living areas.
 6. That 4" rigid insulation be applied to foundation walls facing the railway.
3. That the portion of the subject property to be rezoned from Rural Precambrian Uplands Zone (RP) to Rural Area (RA) Zone be deemed subject to Site Plan Control.

7.6.2 A-5-17-Z.OP – 1025 McNabb Street

232 - 249

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

Mover Councillor R. Niro
Secunder Councillor M. Shoemaker

Resolved that the report of the Senior Planner dated 2017 04 10 be received and that Council approve Official Plan Amendment 218 permitting a

combination of commercial and industrial uses on the subject property and that Council rezone the subject property from Light Industrial Zone with a Special Exception (M1-S198) to Light Industrial Zone with an amended Special Exception (M1) subject to the following:

1. That the following additional uses be permitted:
 1. Motor vehicle sales and parts dealership
 2. Car wash facilities
 3. Building hardware and garden supply stores
 4. Heavy equipment sales, maintenance and repair
 5. Rental and leasing services
 6. Repair and maintenances services
 7. Auto body repair establishments
 8. Industrial plazas
2. That any auto body repair establishment be located a minimum of 70 metres from any residentially zoned lot.
3. That for any use located in Block A of the subject property, no openings larger than 1.5m by 2.2m shall be permitted on any building façade facing residential lots.

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 Re-allocation of Funds – Sackville Road Extension

Mover Councillor M. Shoemaker
Seconder Councillor M. Bruni

Whereas the Council of the City of Sault Ste. Marie deferred the Official Plan amendment for the Sackville Road extension; and

Whereas the 2017 capital budget included an allocation for the construction of the Sackville Road extension; and

Whereas it was clearly Council's wish to defer the program for at least one year;

Now Therefore Be It Resolved that 1/5 of the funds allocated to the construction of the Sackville Road extension be re-allocated in 2017 to pothole repair and resurfacing as approved by Council in a future recommendation from staff;

Further Be It Resolved that staff be requested to bring forward recommendations on the allocation of the balance of the funds from the

Sackville Road extension.

8.2 Scent, Air Quality and Environmental Factors Policy

Mover Councillor M. Shoemaker
Seconder Councillor S. Myers

Whereas many suffer from various respiratory illnesses that can be triggered by scents, air quality and other environmental factors; and

Whereas those who suffer from various respiratory illnesses can experience shortness of breath, lightheadedness, drowsiness and many other symptoms; and

Whereas it is prudent for the City of Sault Ste. Marie to review and ensure its policies are appropriate and in line with those of other municipalities in Ontario;

Now Therefore Be It Resolved that staff be directed to determine if the City of Sault Ste. Marie has a policy on scents, air quality and environmental factors for City owned properties, and if so, to review it to ensure conformity with best practices across Ontario

Further Be It Resolved that if staff determine the City of Sault Ste. Marie has no policy on scents, air quality and environmental factors for City owned properties, that they be directed to draft and recommend a policy for approval.

8.3 Quarterly Reports on Outstanding Motions

Mover Councillor J. Hupponen
Seconder Councillor M. Shoemaker

Whereas in the past, regular reports on outstanding Council resolutions were brought to Council for an update on the status of said resolutions; and

Whereas in this term of Council only one update on outstanding Council resolutions has been brought to City Council;

Now Therefore Be It Resolved that staff, commencing as soon as practicable, bring quarterly reports to Council on the status of outstanding resolutions, as well as when they are expected to be completed, and any foreseeable issues that might delay their completion.

8.4 Negotiations – Accountability Agreements for Economic Development

Mover Councillor M. Shoemaker
Seconder Councillor P. Christian

Whereas the City of Sault Ste. Marie gave notice of its intention to terminate its accountability agreements with two economic development agencies it funds; and

Whereas the City is negotiating a new accountability agreement with the two economic development agencies it funds or a new agency over the course of 2017; and

Whereas on May 16, 2016 Council passed motions requesting salary disclosure of those making \$100,000 per year or more from the two economic development agencies it funds; and

Whereas in 2017, salary disclosure of those making \$100,000 per year or more was not provided to the City of Sault Ste. Marie by those agencies;

Now Therefore Be It Resolved that staff include a mandatory provision for annual salary disclosure of those making \$100,000 per year or more in any new accountability agreement with the existing economic development agencies, or any new economic development agency.

8.4.1 ***EDC correspondence*** 250 - 250

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 R. Niro
Seconder Councillor M. Shoemaker

Resolved that all By-laws under item 11 of the Agenda under date 2017 04 10 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 2017-45 (Regulations) Delegation to City Clerk/Deputy City Clerk Temporary Liquor Licence Extensions** 251 - 251

Council Report was passed by Council resolution on March 20, 2017.

Mover Councillor L. Turco
Seconder Councillor M. Shoemaker

Resolved that By-law 2017-45 being a by-law to authorize the City Clerk/Deputy City Clerk, to issue letters of non-objection to Temporary Liquor Licence Extensions when deemed appropriate be passed in open Council this 10th day of April, 2017.

11.1.2 **By-law 2017-53 (Regulations) Noise Exemption Oswin/Hutchison Wedding** 252 - 252

Mover Councillor L. Turco
Seconder Councillor M. Shoemaker

Resolved that By-law 2017-53 being a by-law to amend Noise Control By-law 80-200, to exempt from the By-law the wedding of Alison Oswin and Iain Hutchison at 68 Shannon Road from 5:00 p.m. to 1:00 a.m. on Sunday, July 30, 2017 be passed in open Council this 10th day of April, 2017.

- 11.1.3 By-law 2017-54 (Temporary Street Closing) The Country Way Health Store Annual BBQ** 253 - 253
- Mover Councillor L. Turco
 Seconder Councillor M. Shoemaker
- Resolved that By-law 2017-54 being a by-law to permit the temporary closing of Brock Street from Queen Street East to Bay Street on June 3, 2017 to facilitate The Country Way Health Food Store's Annual BBQ and Customer Appreciation Day be passed in open Council this 10th day of April, 2017.
- 11.1.4 By-law 2017-55 (Temporary Street Closing) Heart & Stroke Foundation Car & Motorcycle Show** 254 - 254
- Mover Councillor L. Turco
 Seconder Councillor M. Shoemaker
- Resolved that By-law 2017-55 being a by-law to permit the temporary closing of St. Mary's River Drive from the Delta Hotel to the Apartment Building (Station 49) on June 3, 2017 to facilitate the Heart & Stroke Foundation Classic Car & Motorcycle Show be passed in open Council this 10th day of April, 2017.
- 11.1.5 By-law 2017-56 (Agreement) Sault Ste. Marie Airport Entrance Sign** 255 - 262
- A report from the Director of Public Works and Transportation is on the Agenda.
- Mover Councillor L. Turco
 Seconder Councillor M. Shoemaker
- Resolved that By-law 2017-56 being a by-law to authorize the execution of the Agreement between the City and the Sault Ste. Marie Airport Development Corporation ('SSMADC') to continue the arrangement with the City entrance sign on SSMADC property be passed in open Council this 10th day of April, 2017.
- 11.1.6 By-law 2017-57 (Cemeteries) Amendment to By-law 2012-129** 263 - 266
- Administrative amendments to the cemetery contract to include additional provisions regarding cremations (at the direction of the Bereavement Authority of Ontario).
- Mover Councillor L. Turco
 Seconder Councillor M. Shoemaker
- Resolved that By-law 2017-57 being a by-law to amend Schedule "A" to By-law 2012-129 (being a by-law to provide regulations for the operation of all municipal crematoriums, mausoleums, and cemeteries owned by the City of Sault Ste. Marie) be passed in open Council this 10th day of April, 2017.
- 11.1.7 By-law 2017-58 (Property) Sale of 13 Salisbury Avenue** 267 - 269

A report from the City Solicitor is on the Agenda.

Mover Councillor L. Turco
Seconder Councillor M. Shoemaker

Resolved that By-law 2017-58 being a by-law to authorize the sale of surplus property legally described as PIN 31548-0127 (LT) being civic 13 Salisbury Avenue to Mr. Wendell Graber.

11.1.8 By-law 2017-59 (Agreement) Local Immigration Partnership 270 - 293

A report from the Co-ordinator of Sault Ste. Marie and Area Local Immigration Partnership is on the Agenda.

Mover Councillor L. Turco
Seconder Councillor M. Shoemaker

Resolved that By-law 2017-59 being a by-law to authorize the execution of the Contribution Agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Citizenship and Immigration regarding the Local Immigration Partnership be passed in open Council this 10th day of April, 2017.

11.1.9 By-law 2017-60 (Agreement) The Sault Amateur Soccer Association 294 - 309

A report from the Manager of Recreation and Culture is on the Agenda.

Mover Councillor L. Turco
Seconder Councillor M. Shoemaker

Resolved that By-law 2017-60 being a by-law to authorize the execution of the Agreement between the City and The Sault Amateur Soccer Association (SASA) for the use of Strathclair Park be passed in open Council this 10th day of April, 2017.

11.1.10 By-law 2017-61 (Property Acquisition) 564 Fifth Line East (Hunter) 310 - 311

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

Mover Councillor L. Turco
Seconder Councillor M. Shoemaker

Resolved that By-law 2017-61 being a by-law to authorize the City's acquisition of property located at 564 Fifth Line East (Hunter) be passed in open Council this 10th day of April, 2017.

11.1.11 By-law 2017-62 (Agreement) Strathclair Lighting 312 - 331

A report from the Manager of Recreation and Culture is on the Agenda.

Mover Councillor L. Turco
Seconder Councillor M. Shoemaker

Resolved that By-law 2017-62 being a by-law to authorize the execution of the Agreement between the City and Nor Mech Engineering Inc. for the Strathclair Lighting project be passed in open Council this 10th day of April, 2017.

11.1.12 By-law 2017-63 (Agreement) Minister of Environment and Climate Change Amendment No.3 332 - 336

A report from the Senior Planner is on the Agenda.

Mover Councillor L. Turco
Seconder Councillor M. Shoemaker

Resolved that By-law 2017-63 being a by-law to authorize the execution of an Amendment to a Grant Funding Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of the Environment and Climate Change be passed in open Council this 10th day of April, 2017.

11.1.13 By-law 2017-64 (Agreement) Superior Sports Training Incorporated John Rhodes Centre 337 - 351

A report from the Deputy CAO, Community Development and Enterprise Services is on the Agenda.

Mover Councillor L. Turco
Seconder Councillor M. Shoemaker

Resolved that By-law 2017-64 being a by-law to authorize the execution of the Agreement between the City and Superior Sports Training Incorporated to lease space within the John Rhodes Community Centre for a Training/Fitness Centre be passed in open Council this 10th day of April, 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 L. Turco
Seconder Councillor M. Shoemaker

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

(advice that is subject to solicitor/client privilege – section 239(2)(f) Municipal Act).

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

14. ADJOURNMENT

Mover Councillor L. Turco
Seconder Councillor J. Hupponen

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL

MINUTES

Monday, March 20, 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, P. Niro, S. Schell, T. Vair, M. Figliola, D. McConnell, S. Hamilton Beach, R. Tyczinski, F. Coccimiglio, D. Elliott, P. Liepa, C. Rumiell, T. Prouse, V. McLeod

1. ADOPTION OF MINUTES

Moved by: Councillor R. Niro

Seconded by: Councillor L. Turco

Resolved that the Minutes of the Regular Council Meeting of 2017 03 06 be approved.

Carried

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

3. DECLARATION OF PECUNIARY INTEREST

3.1 Councillor L. Turco – Appointment of Provincial Offences Officers for Enforcement of City By-laws Related to Animal Control

Spouse employed by the Police Service.

3.2 Councillor L. Turco – Municipal Law Enforcement Officers

Spouse employed by the Police Service.

3.4 Councillor M. Shoemaker – Downtown Community Improvement Plan: Municipal Tax Increment Rebate – 765 Queen Street East

Applicant is a client of law firm.

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that the Agenda and Addendum for 2017 03 20 City Council Meeting as presented be approved.

Carried

5. PROCLAMATIONS/DELEGATIONS

5.1 Vimy 100th Memorial Days

Major Pierre Breckenridge, Battle of Vimy Ridge 100th Commemoration Committee Chair was in attendance.

5.2 International Day for the Elimination of Racial Discrimination

Danny Krmpotich, Co-ordinator, Sault Ste. Marie and Area Local Immigration Partnership was in attendance.

5.3 Be a Donor Month

Erica Tomlinson-Hogan was in attendance.

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that all the items listed under date 2017 03 20 – Agenda item 6 – Consent Agenda and Addendum be approved as recommended, save and except items 6.8, 6.9 and 6.11.

Carried

6.1 Correspondence

6.1.1 Donna Hilsinger, Executive Director, Algoma Arts Festival Association

6.1.1.1 You the Soo Resolution

Moved by: Councillor J. Hupponen

Seconded by: Councillor L. Turco

Be It Resolved that appropriate staff be requested to review and report back to Council by April 10, 2017 as to the use of the Essar Centre by *You the Soo 2017* at no charge on May 10 and May 11, 2017.

Carried

6.1.2 Outspoken Brewing – "By-the-Glass" Liquor Licence

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that Sault Ste. Marie City Council supports the issuance of a Manufacturer's Limited Liquor Sales "By-the-Glass" Licence to OutSpoken Brewing.

Carried

6.2 Council Travel

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that Councillor Turco be authorized to travel to Toronto for 2 days in March to attend the AMO Board Meeting at an estimated cost to the City of \$300.

Carried

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that Mayor Provenzano be authorized to travel to Hamilton for 3 days in April to attend the Poverty Reduction Summit at an estimated cost to the City of \$1,200.

Carried

Moved by: Councillor J. Hupponen

Seconded by: Councillor L. Turco

Resolved that Mayor Provenzano be authorized to travel to Timmins for 2 days in June to attend the Northern Ontario Large Urban Mayors meeting at an estimated cost to the City of \$550.

Carried

6.3 Temporary Liquor Licence Extensions

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

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that the report of the Deputy City Clerk dated 2016 03 20 concerning Temporary Liquor Licence Extensions be received and that the Legal Department be requested to prepare the necessary by-law to delegate authority to the City Clerk / Deputy City Clerk to issue letters of non-objection to Temporary Liquor Licence Extensions when deemed appropriate.

Carried

6.4 Tax Collector Appointment

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

The relevant By-law 2017-50 is listed under item 11 of the Minutes.

6.5 Canadian Tire and Home Depot Minutes of Settlement

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that the report of the Chief Financial Officer/Treasurer dated 2017 03 20 concerning the Canadian Tire and Home Depot Minutes of Settlement be received as information.

Carried

6.6 Finance Committee Composition

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that the report of the Chief Financial Officer/Treasurer dated 2017 03 20 concerning the Finance Committee resolution recommending the increase in the composition of the Committee from three Council members to three or five Council members be approved.

Carried

6.7 Property Tax Appeals

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that the report of the City Tax Collector dated 2017 03 20 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

6.10 Splash Pad Project Update

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Recreation and Culture dated 2017 03 20 concerning the Splash Pad Project Update be received and that Council authorize staff to begin working on a funding plan for the development of a splash pad to be located at Bellevue Park;

Further that \$25,000 be allocated to the splash pad development from the 2017 capital budget.

Carried

6.12 Limiting Distance Agreement – 803 Queen Street East

The report of the City Solicitor was received by Council.

The relevant By-law 2017-49 is listed under item 11 of the Minutes.

6.13 Downtown Community Improvement Plan: Municipal Tax Increment Rebate – 765 Queen Street East

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

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

Moved by: Councillor J. Hupponen

Seconded by: Councillor L. Turco

Resolved that the report of the Project Co-ordinator, Downtown Development Initiative dated 2017 03 20 be received and that:

1. Council authorize an incremental tax rebate for 765 Queen Street East;
2. The rebate be 100% in year one, 75% in year two, 50% in year three, and 25% in year four;
3. All general eligibility requirements of the financial incentive programs, as outlined, in the approved Downtown CIP, approved February 18, 2014, apply to this proposal; and

4. After the four year rebate the property will pay its full municipal tax amount.

Carried

6.14 Downtown Patios

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

The relevant By-law 2017-51 is listed under item 11 of the Minutes.

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that the report of the Planning Division dated 2017 03 20 concerning Downtown Patios be received and that:

1. The revised Downtown Patio Guidelines be approved
2. Authority be delegated to the Director of Planning and Enterprise Services to enter into a Sidewalk Patio Agreement on behalf of the City of Sault Ste. Marie
3. Patio application fees be waived for the 2017 patio season; and
4. The use of on-street parking bays for patios or maintaining unobstructed pedestrian space be permitted on a case-by-case basis subject to approval by Public Works and Engineering Services and a Sidewalk Patio Agreement between the business and the City.

Carried

6.15 Municipal Law Enforcement Officers

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

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

The relevant By-law 2017-52 is listed under item 11 of the Minutes.

6.8 Request for Proposal – Fire Services Vehicles

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

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that the report of the Manager of Purchasing dated 2017 03 20 be received and that the supply and delivery of the following vehicles:

2017 Kia Sorento for \$31,507.75 plus HST from World Cars KIA;

2017 Hyundai Tucson for \$24,221.75 plus HST from World Cars Hyundai;

2017 Ford F150 XL for \$32,670.00 plus HST from Maitland Ford; and

2017 Ford F250 XL for \$35,655.00 plus HST from Maitland Ford

subject to the approval of the allocation of the necessary funding as outlined in the report of the Fire Chief be approved.

Recorded	For	Against	Absent
Mayor C. Provenzano	X		
Councillor S. Butland	X		
Councillor P. Christian		X	
Councillor S. Myers		X	
Councillor S. Hollingsworth		X	
Councillor J. Hupponen		X	
Councillor L. Turco	X		
Councillor M. Shoemaker		X	
Councillor R. Niro	X		
Councillor M. Bruni	X		
Councillor F. Fata	X		
Councillor J. Krmpotich	X		
Councillor R. Romano		X	
Results	7	6	0
Carried			

6.9 Fire Services Vehicles – Financing

The report of the Fire Chief was received by Council.

Moved by: Councillor J. Hupponen

Seconded by: Councillor L. Turco

Resolved that the report of the Fire Chief dated 2017 03 20 be received and that the supply and delivery of four (4) vehicles be funded through the 2017 Capital Budget allocation of \$120,000 and an additional \$6,237.90 from the Fire Capital Equipment reserve be approved.

Recorded	For	Against	Absent
Mayor C. Provenzano	X		
Councillor S. Butland	X		
Councillor P. Christian		X	

March 20, 2017 Minutes

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	7	6	0

Carried

6.11 Appointment of Provincial Offences Officers for Enforcement of City By-laws Related to Animal Control

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

The report of the Solicitor/Prosecutor was received by Council.

The relevant By-law 2017-45 is listed under item 11 of the Minutes.

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-4-17-OP – Sackville Road Extension

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

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that the report of the Director of Planning and Enterprise Services dated 2016 03 20

be received and that Official Plan Amendment No. 218 concerning the extension of Sackville Road to Third Line be approved.

Postponed

Moved by: Councillor M. Bruni

Seconded by: Councillor R. Romano

Resolved that agenda item 7.6.1 be postponed to a future meeting of Council.

Carried

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

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

8.1 Trees on Municipal Property

Moved by: Councillor M. Shoemaker

Seconded by: Councillor J. Hupponen

Whereas the City is a Naturally Gifted community that is known for our landscapes and beautiful surroundings; and

Whereas many of the trees on municipally owned property have been ravaged by the emerald ash borer; and

Whereas our stock of trees forms part of our natural beauty;

Now Therefore Be It Resolved that staff be requested to report as to the current status of tree-planting in the City and provide recommendations regarding the development of a guideline for municipal property providing that when a tree is removed from municipally owned land, two trees must be planted to replace the tree removed on municipally owned land anywhere in the City.

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

March 20, 2017 Minutes

Moved by: Councillor J. Hupponen

Seconded by: Councillor L. Turco

Resolved that all By-laws under item 11 of the Agenda under date 2017 03 20 be approved, save and except 2017-45 and 2017-52.

Carried

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

11.1.2 By-law 2017-47 (Street Assumption) Part Longview Avenue

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that By-law 2017-47 being a by-law to assume for public use and establish as a public street that portion of Longview Avenue described as PIN 31493-0138 (LT) PT LONGVIEW AV PL 795 RANKIN LOCATION BEING PARTS 6 AND 7 ON PLAN 1R7904, in the Glenwood Subdivision, Plan 795 be passed in open Council this 20th day of March, 2017.

Carried

11.1.3 By-law 2017-48 (Street Closing) Part Longview Avenue

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that By-law 2017-48 being a by-law to stop up, close and authorize the conveyance of a portion of Longview Avenue in the Glenwood Subdivision, Plan 795 be passed in open Council this 20th day of March, 2017.

Carried

11.1.4 By-law 2017-49 (Agreement) Rushon – 803 Queen Street East

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that By-law 2017-49 being a by-law to authorize the execution of an Agreement between the City and Betty Rushon and Daniel Joseph Rushon for a limiting Distance Agreement for 803 Queen Street East be passed in open Council this 20th day of March, 2017.

Carried

11.1.5 By-law 2017-50 (Appointment) Tax Collector

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2017-50 being a by-law to appoint Christine Pascall as the Tax Collector for the City of Sault Ste. Marie be passed in open Council this 20th day of March, 2017.

Carried

11.1.6 By-law 2017-51 (Agreement) Sidewalk Patio Agreements

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2017-51 being a by-law to approve the standard form of a Sidewalk Patio Agreement and to delegate to the Director of Planning and Enterprise Services, or his/her delegate, signing authority to execute same on behalf of the City of Sault Ste. Marie be passed in open Council this 20th day of March, 2017.

Carried

11.1.1 By-law 2017-45 (Humane Society) Appointment of Provincial Offences Officers

Moved by: Councillor M. Shoemaker

Seconded by: Councillor L. Turco

Resolved that By-law 2017-45 being a by-law to appoint municipal by-law enforcement officers and provincial offences officers to enforce the City animal control by-laws be passed in open Council this 20th day of March, 2017.

Officially Read and Not Dealt With

11.1.7 By-law 2017-52 (Parking) Municipal Law Enforcement Officers

Moved by: Councillor J. Hupponen

Seconded by: Councillor R. Niro

Resolved that By-law 2017-52 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 this 20th day of March, 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 J. Hupponen

Seconded by: Councillor R. Niro

Resolved that this Council proceed into closed session to discuss:

1. a proposed disposition of property
2. labour relations or employee negotiations

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

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 J. Hupponen

Seconded by: Councillor R. Niro

Resolved that this Council now adjourn.

Carried

Mayor

City Clerk



EXPLORE THE NATURAL WORLD OF PLANET EARTH

with Dr. Roberta Bondar

Academically one of the most distinguished astronauts to have flown in space, Dr. Bondar is also the only astronaut to use fine art photography to explore and reveal Earth's natural environment from the surface.

To celebrate the 25th anniversary of her historic space flight and Ontario's 150th anniversary, Dr. Roberta Bondar will be in Sault Ste. Marie on April 25th, 2017 to speak to students from grade 6 to 12 about Earth Matters.

This event will also launch the *Ontario 150 Bondar Challenge* to encourage people of all ages to express what they admire and value in the natural world and in their community through a photography challenge.

Register your class to attend this special event by calling Anne Marie at 1 800 461 4898 ext. 222. Spaces are limited and you must receive a booking confirmation that will finalize your attendance.

WHEN: Tuesday, April 25, 2017 at 10 AM

WHERE: Sault Ste. Marie – Algoma University

Supported by

ONTARIO
150



Social Services | Services Sociaux
Zhawenimi-Anokiitaagewin
Sault Ste. Marie District

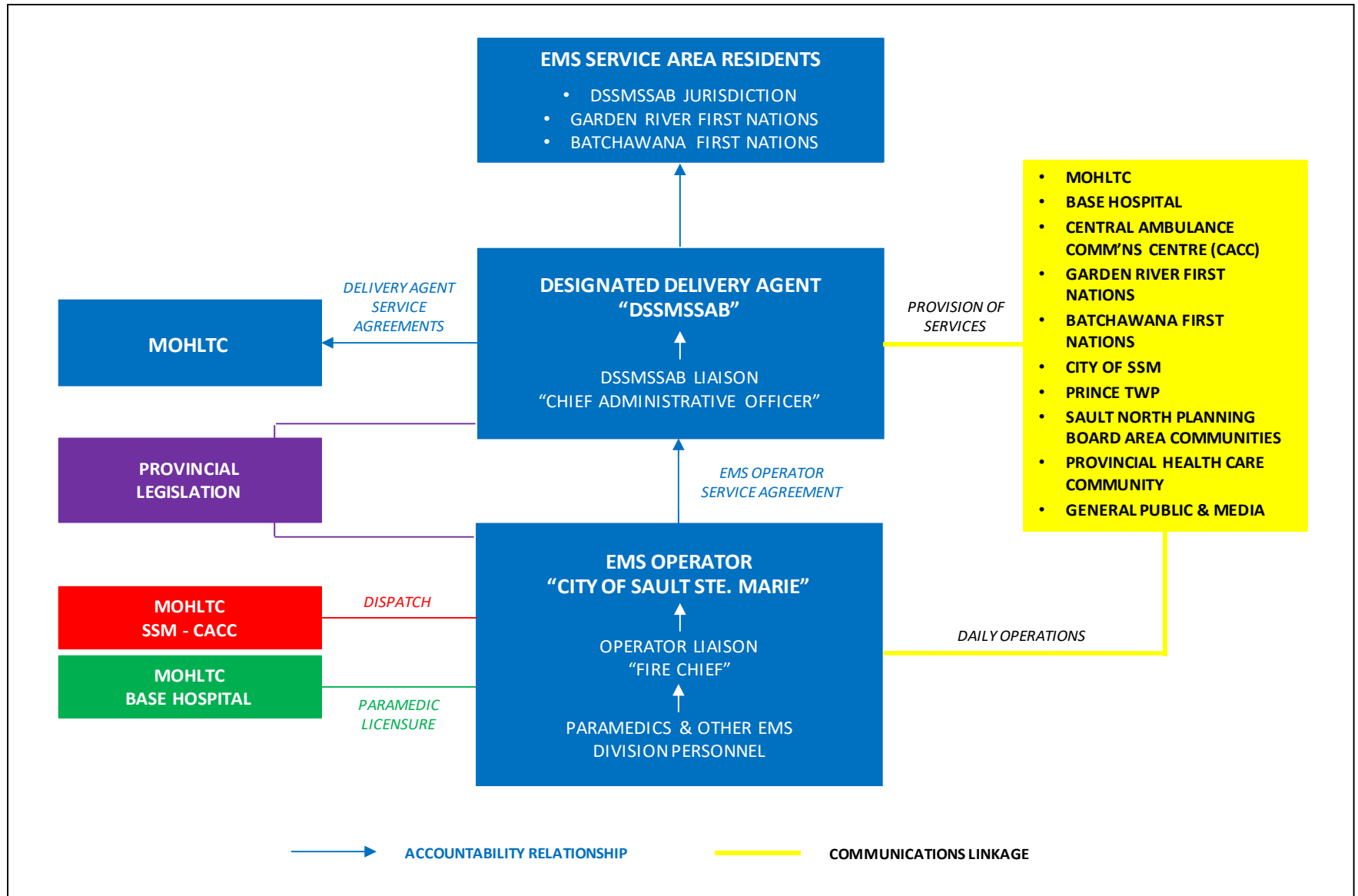
Here to help.
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AMBULANCE DELIVERY PERFORMANCE METRICS

PRESENTATION TO SAULT STE. MARIE CITY COUNCIL

APRIL 10, 2017

EMS GOVERNANCE ARRANGEMENT

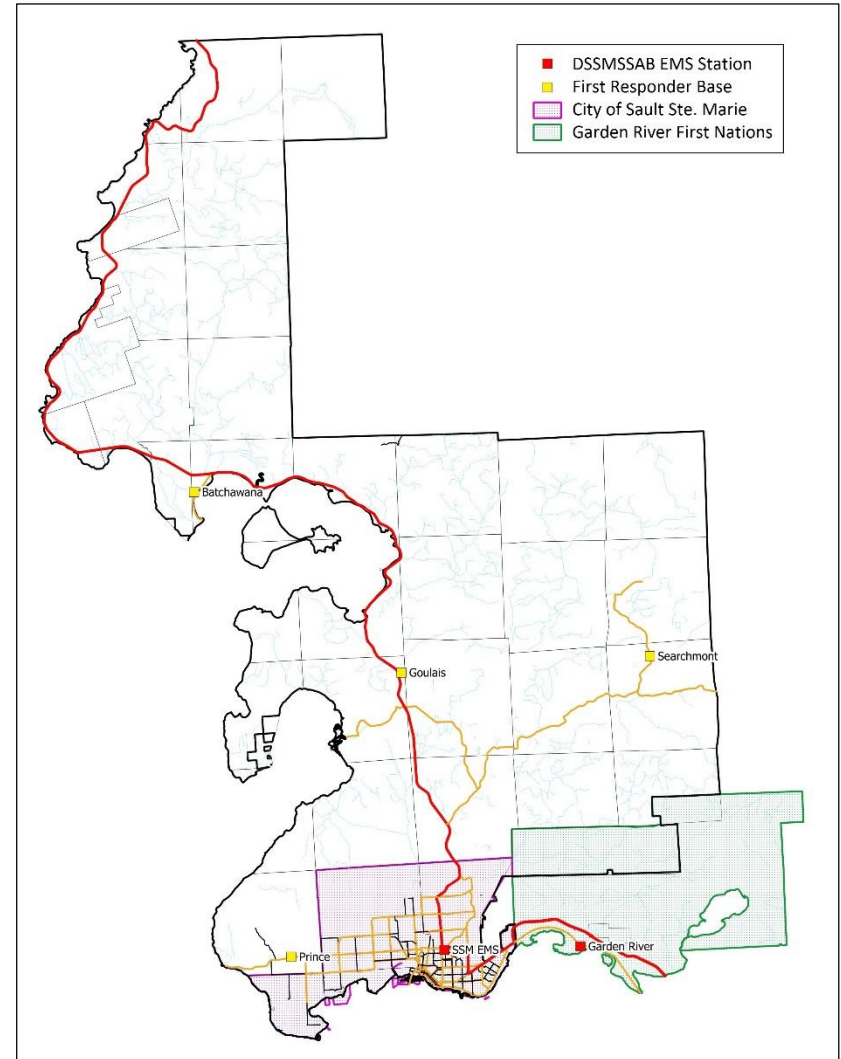


EMS SERVICE AREA

EMS SERVICE AREA



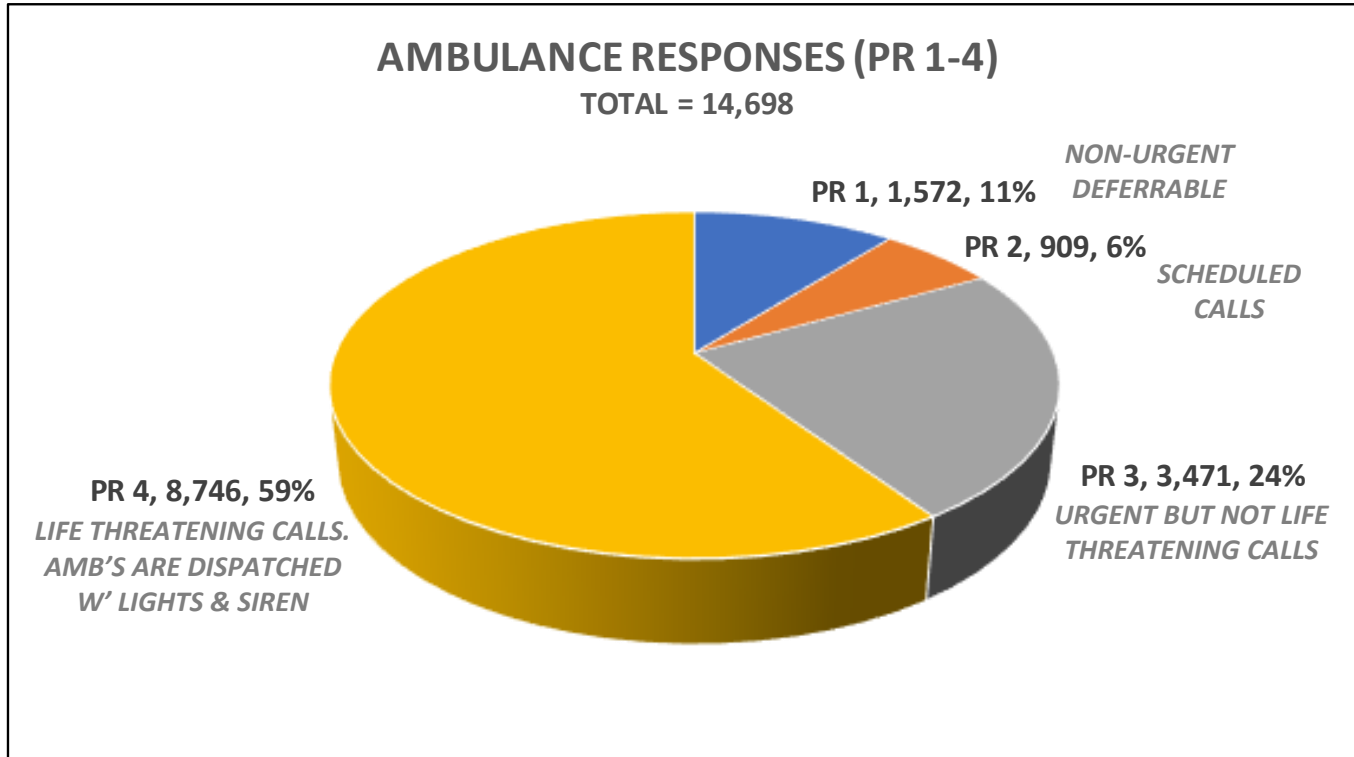
PLACEMENT OF EMS RESOURCES



EMS RESOURCING

- Lean management and administrative structure
 - Deputy as EMS Operations Manager
 - Deputy as Manager EMS Professional Standards, Training & Development
 - 4 in-field Commanders (EMS Supervisors) and 1 Administrative Assistant
- Workload is challenging but currently manageable. Quality & performance at the forefront.
- 40-44 full-time primary care paramedics for shift coverage; and 12-16 part-timers for backfill.
- 10 ambulances: 8 are assigned to the City; and 2 to GRFN
 - RESC (City) staffs 4 ambulances on days, and 3 on nights
 - GRFN staffs 1 ambulance round-the-clock
- Gross operating expenditure is projected at \$7.04 M for 2017.

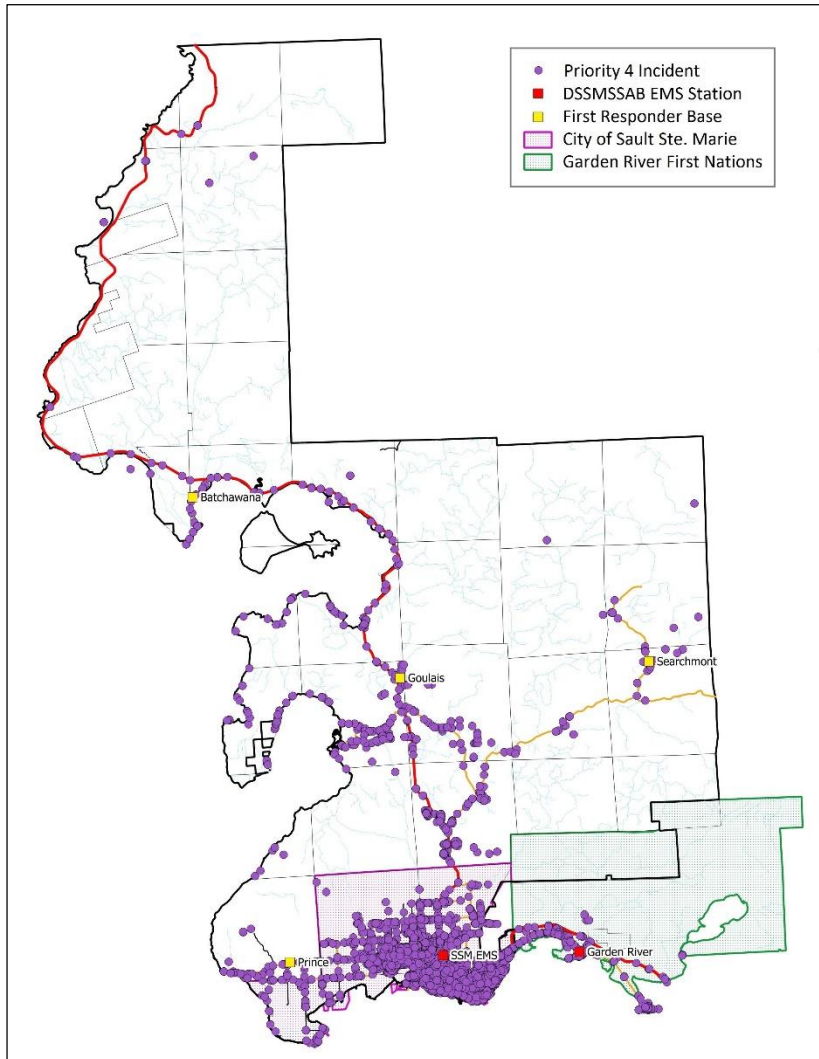
ANNUAL RESPONSE VOLUME



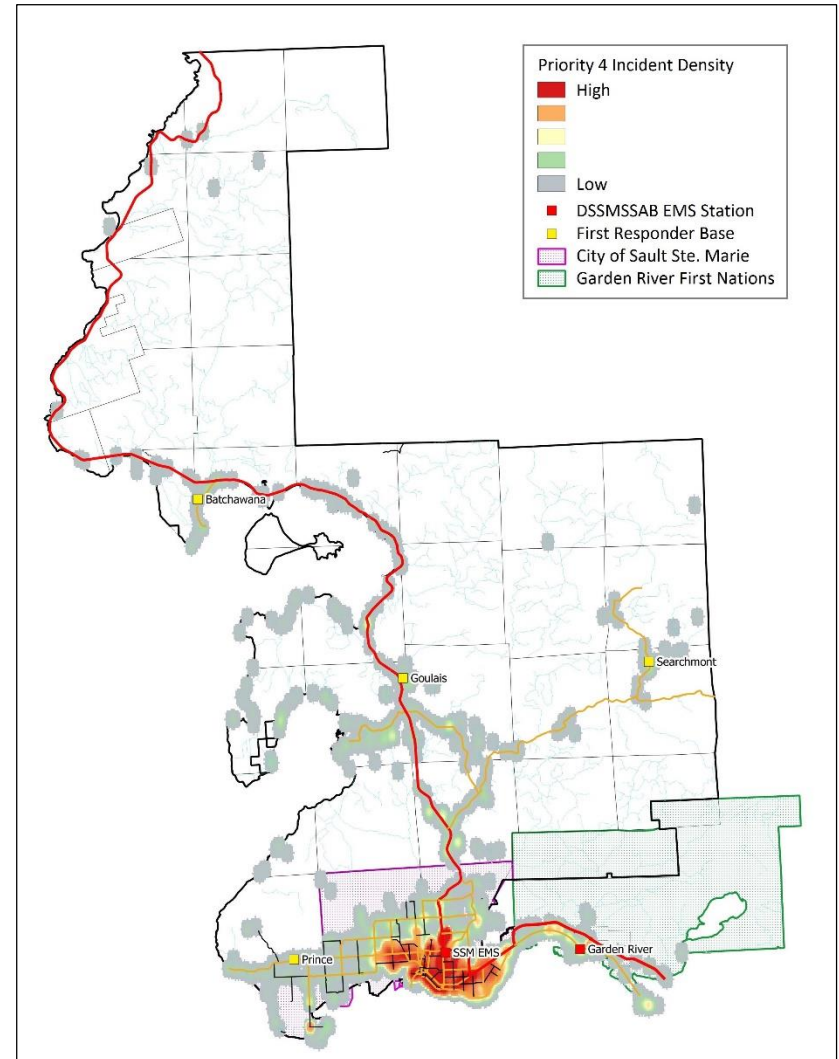
For 12 mon's, July 1, 2015 - June 30, 2016. During this period CACC dispatched the service to approx. 13,500 medical calls, to which the service deployed 14,698 ambulances.

GEOGRAPHIC DISPERSION OF HIGH PRIORITY CALLS

GEOGRAPHIC DISPERSION OF PR 4 CALLS

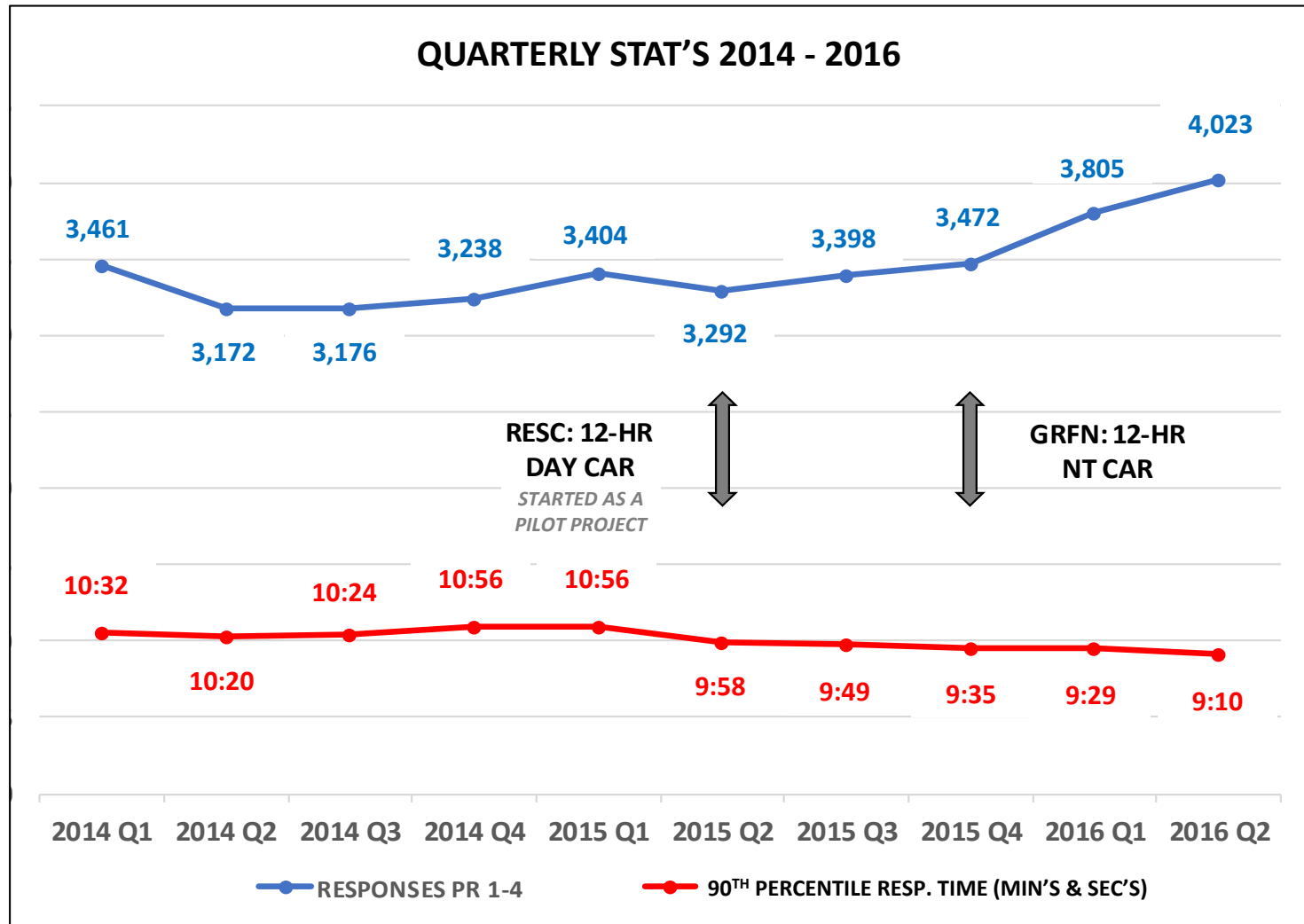


CALL DENSITY HEAT MAPPING



For period, January 1, 2014 - June 30, 2016
Page 35 of 351

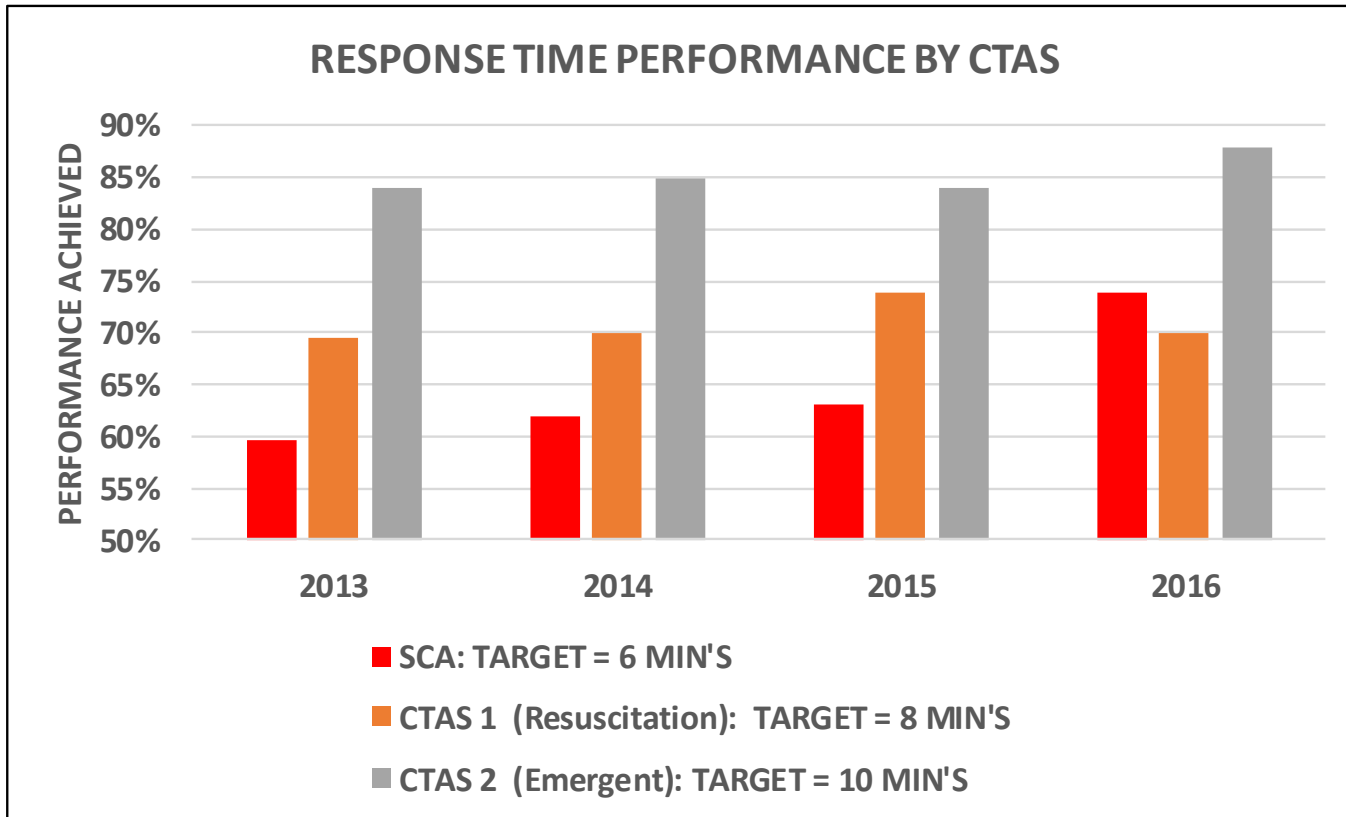
RECENT TRENDS



The additional cars have reduced response times despite the rapidly increasing volume of calls.

Response times are for Pr 4 calls. The response time interval is T2-T4, where T2 is the time the ambulance crew is notified and T4 is the time of their arrival on scene.

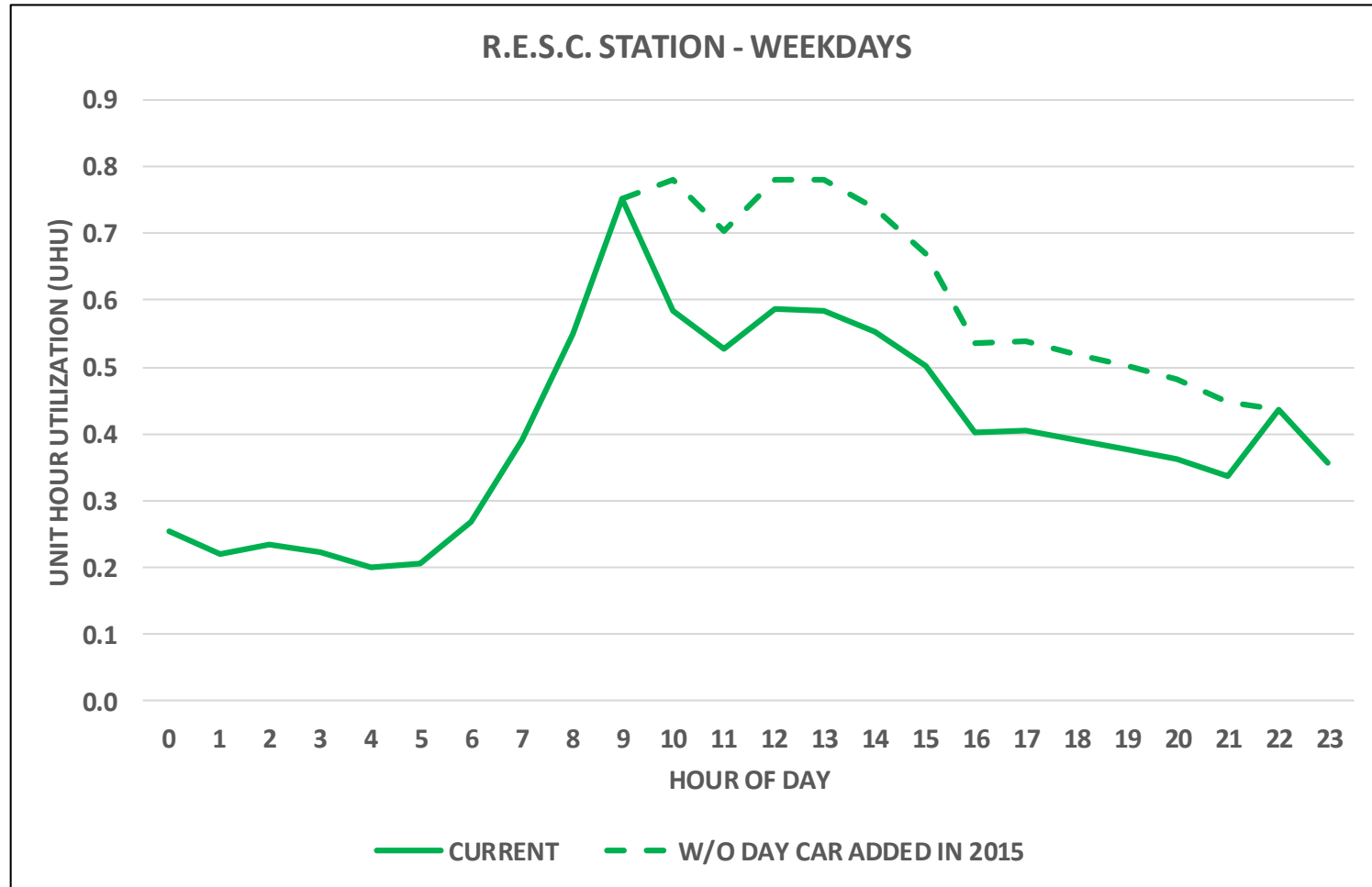
RESPONSE TIME PERFORMANCE BY CTAS



The additional cars have improved response time performance despite the rapidly increasing volume of calls.

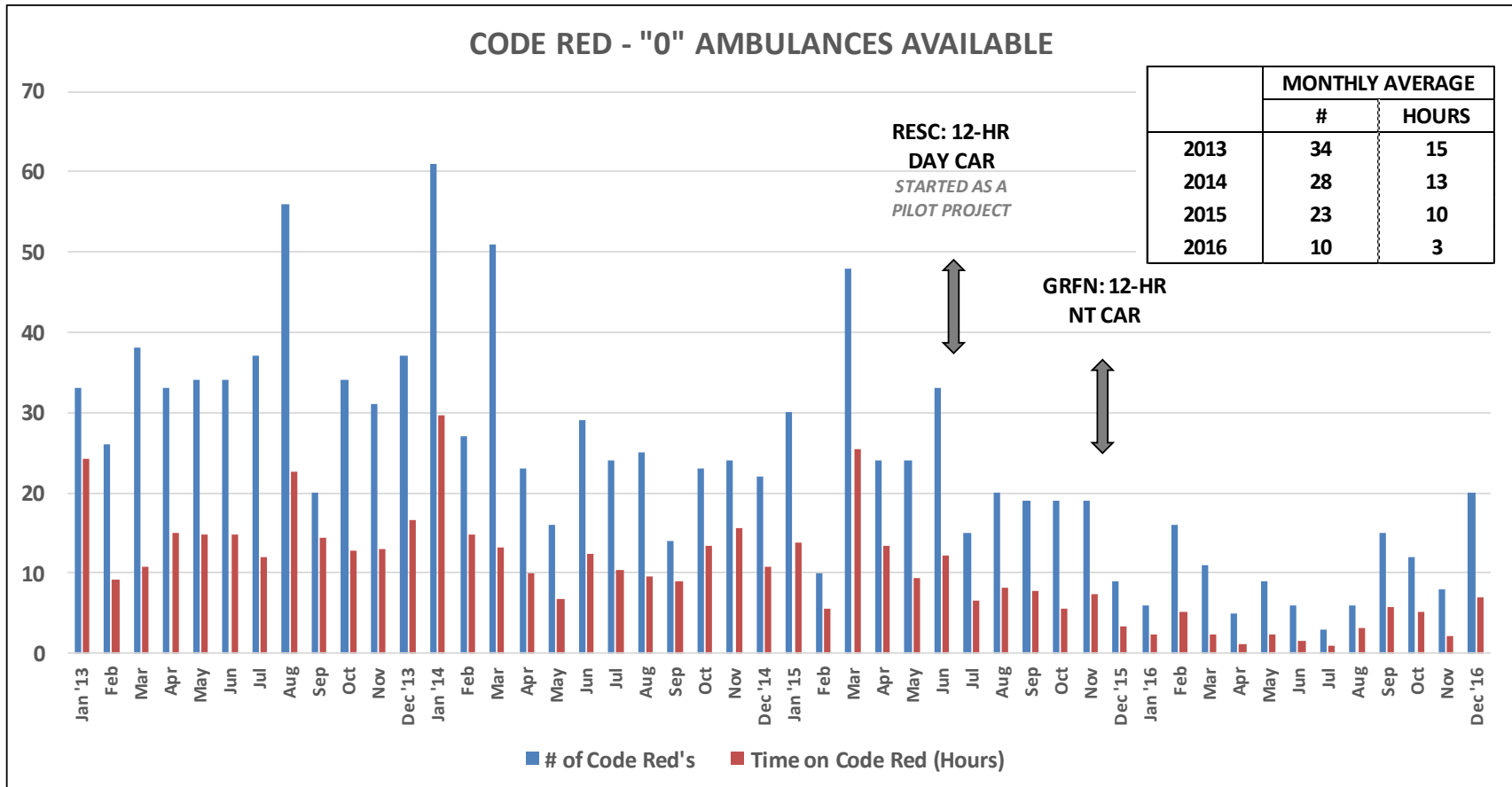
For lower priority CTAS categories, performance in 2016 is reported to be: CTAS 3 (urgent) - 84% within 10 min's; CTAS 4 (semi-urgent) and CTAS 5 (non-urgent) - 97% within 15 min's.

PARAMEDIC SERVICE WORKLOAD



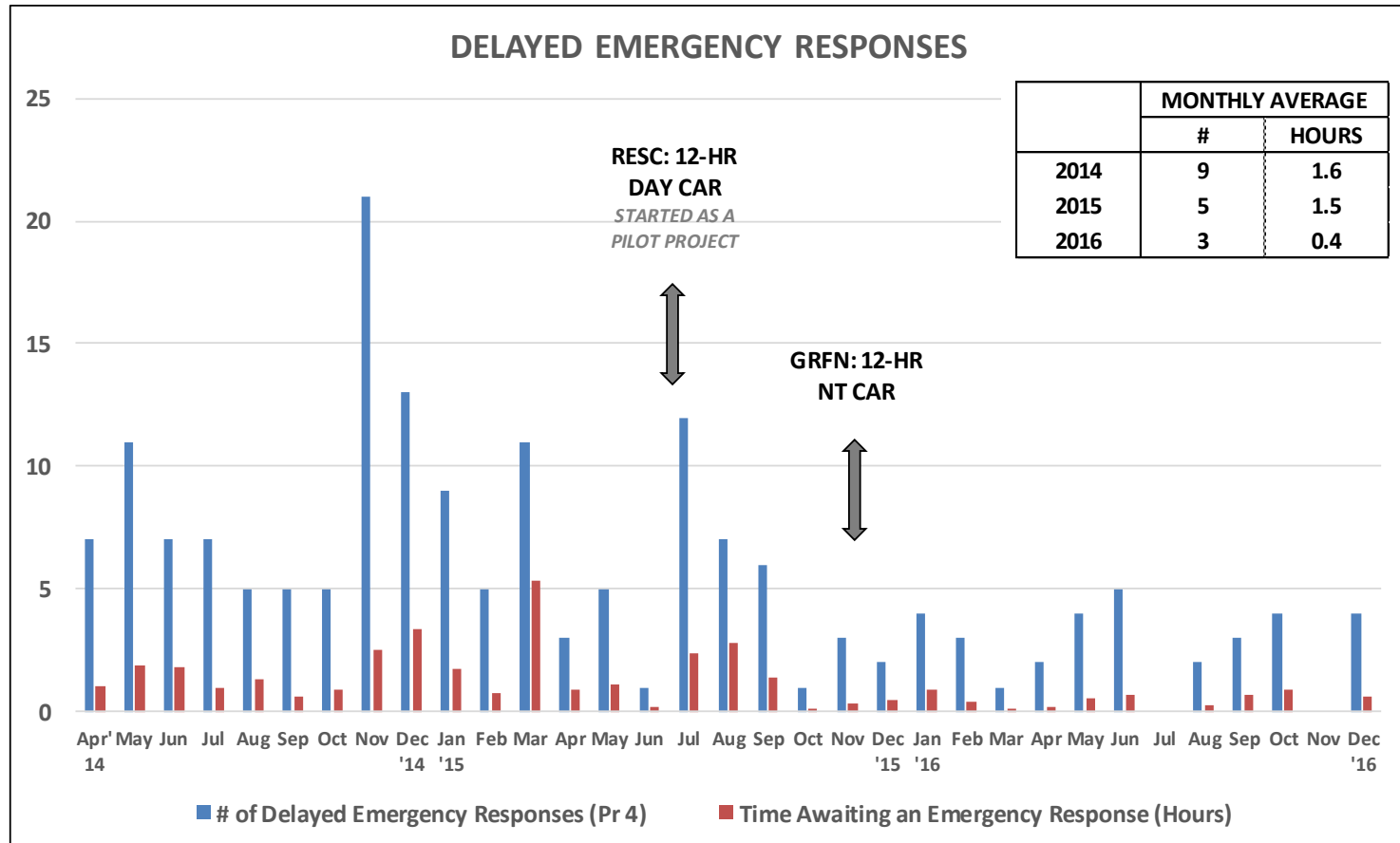
The additional cars have decreased the inordinately high workload pressures despite the rapidly increasing volume of calls. Daily average UHU has decreased by 15%.

CODE RED – “0” AMBULANCES AVAILABLE



The number & elapsed time on Code Red was reduced in 2016 despite the rapidly increasing volume of calls.

DELAYED EMERGENCY RESPONSES



The number & elapsed time for an emergency response was reduced in 2016 despite the rapidly increasing volume of calls.

Alison Oswin & Iain Hutchison
32 Hugill Street
Sault Ste. Marie, ON
P6A 4E5

March 15, 2017

99 Foster Drive
Sault Ste. Marie, ON
P6A 5X6

ATTN: City of Sault Ste. Marie Legal Department
City of Sault Ste. Marie Council
Mayor Christian Provenzano

THE CORPORATION OF THE
CITY OF SAULT STE. MARIE

MAR 15 2017

LEGAL DEPARTMENT

To whom it may concern:

Please accept this formal letter as our request for exemption from city by-law 80-200 which controls noise within the city limits. We are requesting this exemption as we will be hosting our wedding outdoors within the city limits. Our wedding will take place on Saturday July 29th, 2017 from the hours of 5:00 pm to 1:00 am on Sunday July 30th, 2017. The event will be taking place at 68 Shannon Road at the residence of Cal and Cynthia Oswin (parents of the bride) within their property limits. We will have the property limits partitioned off with rope, signs, and lights to ensure guests remain on the premises. Furthermore, we will be notifying all neighbors within the immediate area of the event a month prior to the event.

Please process this request in a timely manner to avoid logistical complications or advise of any additional information or alterations to this request required to receive Councils' approval.

Thank you for your time and consideration,

Regards,

Alison Oswin & Iain Hutchison
Bride & Groom

Outstanding Council Resolutions

Meeting Date	Department	Agenda Item	Assigned To	Due Date	Comments	Description	Sponsored By
11-May-09	Police; PW&ES	Safety measures – Great Northern Road	Police; PWT		Litigation pending	Report on increasing safety measures, possibly lowering speed limit on Great Northern Road from Fifth Line into City	P. Mick L. Turco
14-May-12	PW&ES	Heritage Drive	D. Elliott	Q2 2017		Report on petition requesting renaming an existing street to Heritage Drive	F. Fata T. Sheehan
16-Jul-12	CD&ES (PRAC), Legal, Police	Motorized devices on Hub Trail	N. Kenny; Police	Q2 2017		Report on what mobility devices and other motorized vehicles should be allowed access to the Hub Trail (<i>tied to Highway Traffic Act resolution of June 22, 2015</i>)	S. Butland L. Turco
19-Nov-12	EDC	Film and television production	EDC			Report – film and television production in Sault Ste. Marie	T. Sheehan L. Turco
4-Feb-13	EDC	International marketplace	EDC			Preliminary study on possible development of an international marketplace on or near the waterfront, in proximity to the downtown core	P. Christian S. Butland
9-Feb-15	EDC/Innovation Centre	Crowdfunding	EDC			Report on a strategy to improve crowdfunding opportunities	T. Sheehan J. Hupponen
9-Mar-15	EDC	Evolution of Community Development	EDC		To be integrated in the Strategic Planning process	Destiny Sault Ste. Marie to undertake actions identified in March 9, 2015 report to determine viability of True Growth proposal.	M. Shoemaker R. Romano
23-Mar-15	Corporate Services	Prioritization of Supplementary Budget Items	S. Schell; Finance Committee	Q4 2017		Develop a criteria-based priority system to assist Council in its supplementary spending deliberations.	P. Christian M. Shoemaker
13-Apr-15	Corporate Services	Board/Committee Appointment Process	M. White	Q3 2017		Report as to feasibility of requiring criminal record checks for persons appointed or nominated to boards and committees.	M. Shoemaker R. Romano
11-May-15	CD&ES	Northern Community Centre	T. Vair	Q3 2017		Investigate and report – potential timeframes for completion of Phase 3, Northern Community Centre and estimated costs for construction; also to examine provincial and federal government funding programs	M. Shoemaker J. Krmpotich
8-Jun-15		Animation Cel Collection				Jasmina Jovanovic, Director, Art Gallery of Algoma to address Council as to the status of the Animated Cel Collection in its possession and to offer any recommendation(s) as to its potential benefit to the Art Gallery or City or as to its appropriate and legal disposition.	S. Butland S. Myers
10-Aug-15	CD&ES	Public Art Policy	T. Vair	Q3 2017		Recommend next steps in adopting a public art policy (including graffiti).	S. Butland S. Myers
9-Nov-15	CD&ES	Review of Municipal Parking	T. Vair	Q2 2017		Review and report (specific to downtown)	M. Shoemaker S. Butland

Outstanding Council Resolutions

Meeting Date	Department	Agenda Item	Assigned To	Due Date	Comments	Description	Sponsored By
22-Mar-16	Corporate Services	Budget 2016	S. Schell	Q2 2017		Policy on use of surplus funds and tax policy – reported October 11, 2016 (Agenda item 6.2) – deferred to 2017	
22-Mar-16	CD&ES	Budget 2016	T. Vair	Q4 2017	See also 26 Sept 2016 request for survey of parks usage	Analysis of number of parks	
22-Mar-16	CD&ES	Budget 2016	T. Vair	Q3 2017		Analysis elimination of outdoor rinks	
22-Mar-16	PW&ES	Budget 2016	L. Girardi	Q2 2017	See also 26 Sept 2016 request	Request for quotation energy audit to quantify energy and cost savings for LED lighting within City buildings	
11-Apr-16	EDC	Province of Ontario "Vacation Villages"	I. McMillan			Review and report back regarding the potential for Sault Ste. Marie to host a vacation village.	S. Butland P. Christian
11-Apr-16	Corporate Services	Truth and Reconciliation Committee	M. White	Q3 2017		Canvass First Nations community for membership on an advisory committee on how best to achieve the objectives for municipal governments as recommended in the Truth and Reconciliation Report.	S. Myers M. Shoemaker
13-Jun-16	CD&ES	By-law Enforcement	T. Vair	Q2 2017	See also 06 March 2017 request for report re: additional by-law enforcement officer	Report regarding activities of By-law Enforcement Officer	S. Butland S. Myers
22-Aug-16	PW&ES	Textile Recycling	L. Girardi	Q4 2017		Staff to investigate feasibility of textile recycling	R. Niro S. Butland
26-Sep-16	CD&ES	Parks Usage	T. Vair	Q2 2017 (methodology) Q4 report	See also 22 March 2016 request for analysis of number of parks	Survey as to usage of parks	M. Shoemaker S. Butland
26-Sep-16	PW&ES	LED Lighting	D. Elliott	Q2 2017	See also 22 March 2016 request	Report as to the cost benefits of LED lighting conversion and financing options – all city owned buildings/properties.	R. Romano R. Niro
26-Sep-16	Legal	Ridesharing Services	N. Kenny	Q3 2017		Reviewing current regulations on local taxi-cab and limousine industry, analyzing ridesharing regulations, engaging community and industry stakeholders throughout the process, and reporting back to Council on a plan of action.	J. Hupponen R. Niro

Outstanding Council Resolutions

Meeting Date	Department	Agenda Item	Assigned To	Due Date	Comments	Description	Sponsored By
26-Sep-16	Legal	Changes to Highway Traffic Act	N. Kenny	Q3 2017		Further to June 22, 2015 resolution – report Sept. 26, 16 re: impact of changes to laws regarding ATVs, distracted driving, school bus safety and bicycling - by-law and report	
11-Oct-16	CD&ES	Sunday Bus Service	D. Scott	Q1 2018	To be included in Transit Route Optimization Study	Review petitions and information collected by community members and report back to Council	S. Butland P. Christian
11-Oct-16	Corporate Services	Continuous Improvement Fund	S. Schell	Q3 2017		Report outlining financing options available as capital for the Continuous Improvement Fund and provide a framework for an application process to the fund; with specific consideration as to the City's ability to direct any savings realized from the fund to offset or otherwise reduce the business/commercial property tax levy.	R.Romano S. Hollingsworth
7-Nov-16	CS&ED	Community Pride Initiative	T. Vair	Q3 2017		Review and report as to potential structure, activities and costs of a Community Pride Initiative (further to reports of Planning Division and Mayor regarding community development (Nov 7/16)	R. Romano P. Christian
21-Nov-16	CS&ED	Long Term Tax Policy (Industrial Tax Policy)	D. McConnell	Q2 2017		Investigate and report as to the feasibility of implementing an Industrial Community Improvement Plan	M. Bruni S. Myers
21-Nov-16	CS&ED	Downtown Strategy	D. McConnell	Q2 2017	Draft plan submitted to Province for review	Develop a Community Improvement Plan	F. Fata S. Myers
21-Nov-16	CS&ED	Downtown Strategy	D.McConnell	Q2 2017	Awaiting funding approval	Establish a Downtown Task Force	F. Fata S. Myers
21-Nov-16	Corporate Services	Employee Innovation Program	M. White	Q2 2017		SMT to implement a 3 month program focused on engaging staff at all levels to potential innovations and savings that will affect the 2017 budget and/or fiscal year - report during first quarter of 2017	F. Fata S. Hollingsworth
12-Dec-16	CS&ED	Community Engagement and Planning Advisory Committee (Community Development Award)	D. McConnell	Q2 2017		Develop terms of reference for a Community Development Award Committee to recommend future development awards	R. Romano P. Christian
12-Dec-16	CS&ED	Community Engagement and Planning Advisory Committee (Protocol)	D. McConnell	Q4 2017		Create a community engagement protocol for all types of development approvals	R. Romano P. Christian
12-Dec-16	Corporate Services Legal	Construction Employer Decision	P. Niro N. Kenny	Q2 2017		Report regarding implications of Ontario Labour Relations Board decision and advise what actions, if any, the City may take to allow all businesses in SSM to participate in municipally-issued contracts	M. Shoemaker S. Myers
9-Jan-17	Legal	Humane Society By-law Proposal	N. Kenny	Q3 2017		Consolidation of animal control by-laws	S. Butland R. Romano

Outstanding Council Resolutions

Meeting Date	Department	Agenda Item	Assigned To	Due Date	Comments	Description	Sponsored By
23-Jan-17	Corporate Services	Posting of Expenses to Website	S. Schell M. White	Q2 2017		Review practicality of posting departmental budgets on website or in any other convenient format as well as staff travel expenses and travel reports and all City credit card statements and report back	M. Shoemaker S. Hollingsworth
23-Jan-17	PW&ES	Third Line and Peoples Road Intersection	S. Hamilton Beach	Q4 2017		Report on possible changes to Third Line and Peoples Road intersection (i.e. 4-way stop signs)	M. Bruni F. Fata
6-Feb-17	Corporate Services	Closed Captioning – Potential Funding	F. Coccimiglio	Q2 2017		Whether closed captioning of Council meetings can be funded through existing budget or through other outside funding	M. Shoemaker S. Butland
6-Feb-17	Corporate Services	Customer Service Training for all Front-line Staff	P. Niro	Q2 2017		Report as to the feasibility and cost implications of providing customer service training to all staff who are dealing with residents on a frequent basis	M. Shoemaker S. Hollingsworth
6-Feb-17	Corporate Services	Change in Job Evaluation Committee for Senior Management	P. Niro	Q2 2017		Report – using an independent group, agency or committee to evaluate the pay grade for any new hire or new job classification for SMT or higher	M. Shoemaker S. Hollingsworth
21-Feb-17	PW&ES	Connecting Link Funding	D. Elliott	Q2 2017		Contact 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 back	R. Romano F. Fata
6-Mar-17	Corporate Services	Vacancy Rebate Provincial Changes	S. Schell	Q2 2017		Consultation with local business regarding potential elimination of vacancy rebate and report back on outcome and recommendations as to next steps	J. Hupponen R. Niro
6-Mar-17	Corporate Services	Council Review Committee	M. White	Q2 2017		Make necessary adjustments to ward boundaries and report back	M. Shoemaker S. Hollingsworth
6-Mar-17	Corporate Services	Electronic Voting on Agenda Items	M. White	Q2 2017		Report on cost, impact, efficiencies and advantages of implementing electronic voting	M. Shoemaker P. Christian
6-Mar-17	CS&ED	Additional By-law Enforcement Position	T. Vair	Q2 2017	See also 13 June 2016 request for report re: activities of by-law enforcement officer	Report as to possible options for creating another by-law enforcement position without increasing municipal full-time equivalent staff complement	M. Shoemaker M. Bruni
6-Mar-17	CS&ED	W.J. McMeeken Centre Evacuation	T. Vair	Q2 2017		Report as to how carbon monoxide is monitored at all city-owned buildings and if the cause of the February 28, 2017 CO leak has been determined and rectified	M. Shoemaker J. Krmpotich
6-Mar-17	PW&ES	Millennium Fountain	L. Girardi	Q2 2017		Report providing detailed breakdown of the annual cost to keep the current water-based fountain with a view to seeking possible sponsorship; and suggestions for a longer term approach to have fountain either water-based or onland, including one time costs and ongoing annual costs	S. Myers S. Hollingsworth

Outstanding Council Resolutions

Meeting Date	Department	Agenda Item	Assigned To	Due Date	Comments	Description	Sponsored By
20-Mar-17	PWT	Trees on Municipal Property	L. Girardi	Q2 2017		Report as to current status of tree-planting in the City and provide recommendations regarding the development of a guideline for municipal property providing that when a tree is removed from municipally owned land, two trees must be planted to replace the tree removed on municipally owned land anywhere in the City.	M. Shoemaker J. Hupponen
5-Apr-17							



**The
Country Way**
Putting your Health First

STORE LOCATION

79 Brock Street

Sault Ste. Marie, ON P6A 3B4

Tel: 705-949-1898

Fax: 705-949-1661

March 9, 2017

To Whom it may concern,

It's that time of the year once again.

We are requesting street closure of
Brock St. from Queen St. East to Bay St.

There will be Participation from:

- our annual BBO Community Event.
- Local Businesses

- Local Farmers

- Public and Separate School Board.

- ATTENDANCE OF AT LEAST 20 National
Vendors.

Please Note: We will be very happy
with closure from Queen St. East
up to our store location, as per
last June 4, 2016.

Much Appreciated
Thank you as always.

Maria Berlingieri

TEMPORARY STREET CLOSURE - APPLICATION FORMCONTACT NAME: MARIA BERLINGIERI TELEPHONE: 705-949-1898ORGANIZATION (if applicable) COUNTRY WAY HEALTH FOOD STOREADDRESS: 79 BROCK ST. POSTAL CODE: P6A 3B4STORE OWNERS: TAMMY WATTS, BRENDA FREY, CAROL TROTTER

The above person hereby makes application for the closing of

BROCK ST. (FROM QUEEN ST. EAST TO BAY STREET.

(Name of street to be closed)

LAST YEAR JUNE 4, 2016, We were given permission
TO BLOCK BROCK ST. FROM QUEEN ST. to half way down/before
from QUEEN ST. EAST to BAY ST. Tim Horton's

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

from Queen St east to 79 BROCK ST.

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

(Saturday)
on the 3 day of June, 20 17 from 8 am/pm to 6 am/pm

on the _____ day of _____, 20 ____ from _____ am/pm to _____ am/pm

for the purpose of Annual BBQ AND Customer Appreciation Day

U

APPROVAL SECTION:

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

Sgt. R. Magnan #209

MAR 09 2017

Signature of Official

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

Signature of Official

3. **Public Works & Transportation Dept.** 4.
Telephone 541-7000
Fax 541-7010
128 Sackville Road

Signature of Official

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

Signature of Official

5. **Central Ambulance Communication** 6.
Centre (C.A.C.C.)
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road

Signature of Official

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

Signature of Official

7. **Community Services Department**
Telephone 759-5310
Fax 759-6605
99 Foster Drive
(CLOSINGS AFFECTING CITY PARKS/FACILITIES)

Signature of OfficialCITY CLERK SECTION:

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

Page 3 of 3

APPROVAL SECTION:

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

Signature of Official

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



Signature of Official

3. Public Works & Transportation Dept. **4.**
Telephone 541-7000
Fax 541-7010
128 Sackville Road

Signature of Official

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

Signature of Official

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Fax 945-8883
65 Old Garden River Road

Signature of Official

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(date) (By-law No.)

Page 3 of 3

APPROVAL SECTION:

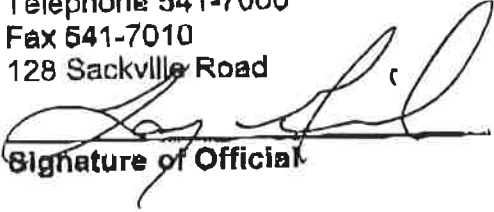
1. Police Services, Traffic Dept.
Telephone 949-6300 ext 348
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580 Second Line East

Signature of Official

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Fax 949-2341
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Signature of Official

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Telephone 541-7000
Fax 541-7010
128 Sackville Road



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Signature of Official

5. Central Ambulance Communication Centre (C.A.C.C.) **6.**
Telephone 946-1227
Fax 945-6883
65 Old Garden River Road

Signature of Official

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Telephone 942-2919
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Telephone 759-5310
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Signature of Official**CITY CLERK SECTION:**

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

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Margo Grawbarger TELEPHONE: 705-253-3775

ORGANIZATION (if applicable) Heart e Stroke Foundation

ADDRESS: 59 Great Northern Rd POSTAL CODE: P6B 4Y7

The above person hereby makes application for the closing of

St Marys River Dr South Ste Marie
(Name of street to be closed)

Entrance to Mall by Entrance to Mall before
from Delta Hotel to Apartment Building
(reference points - street numbers, cross streets, etc.)

from Delta Hotel to Before Apt Building
(reference points - street numbers, cross streets, etc.)

on the 3rd day of June, 20 17 from 9 am/pm to 4 am/pm

Rain Day

on the 4th day of June, 20 17 from 9 am/pm to 4 am/pm

for the purpose of Classic Car e Motorcycle Show

I need this ASAP Please so I can
Put out my Info to the sponsors

Thank you
Margo Grawbarger

APPROVAL SECTION:

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

MAR 07 2017

Signature of Official

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

Signature of Official

3. **Public Works & Transportation Dept. 4.**
Telephone 541-7000
Fax 541-7010
128 Sackville Road

Signature of Official

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Telephone 942-2919
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496 Queen Street East
(QUEEN STREET CLOSINGS ONLY)

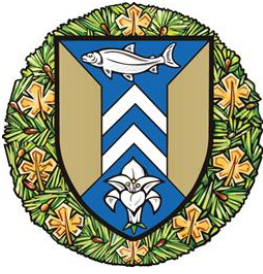
Signature of Official

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Fax 759-6605
99 Foster Drive
(CLOSINGS AFFECTING CITY PARKS/FACILITIES)

Signature of Official

CITY CLERK SECTION:

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



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

April 10, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Danny Krmpotich, Coordinator Local Immigration Partnership

DEPARTMENT: Chief Administrative Officer

RE: Local Immigration Partnership IRCC Funding

PURPOSE

The purpose of this report is to request Council's authorization of the 2017 – 2020 Contribution Agreement from Immigration, Refugees, Citizenship Canada.

BACKGROUND

Immigration Refugees Citizenship Canada began providing full funding to the City of Sault Ste. Marie in September 2009 for the formation of a Local Immigration Partnership (LIP). LIP is currently made up of over 50 local organizations representing all sectors of the community. LIP concentrates on the formation of strong partnerships to implement strategies and initiatives that assist in the settlement, integration and retention of newcomers to our community.

ANALYSIS

Immigration Refugees Citizenship Canada will provide funding in the amount of \$646,733.00 over the course of the agreement.

FINANCIAL IMPLICATIONS

LIP is fully funded by Immigration Refugees Citizenship Canada. The community as a whole will benefit from the implementation of strategic plans, initiatives and programs developed through LIP and its partners. Currently LIP is at full staffing capacity as agreed in past contribution agreements.

STRATEGIC PLAN / POLICY IMPACT

This item is linked to Focus Area: Quality of Life – Welcome and seek out immigration in the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

It is therefore recommended that Council take the following action: Council authorize the 2017-20 Local Immigration Partnership Agreement between the City of Sault Ste. Marie CAO's Department and Immigration Refugees Citizenship Canada for the time period of April 1, 2017 to March 31, 2020.

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

Respectfully submitted,

Danny Krmpotich
Coordinator, LIP
705.759.5896
d.krmpotich@cityssm.on.ca



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

COUNCIL REPORT

April 10, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Rachel Tyczinski, Deputy City Clerk

DEPARTMENT: Corporate Services

RE: Walk of Fame Redesign

PURPOSE

The purpose of this report is to obtain Council approval of a redesign of the Sault Ste. Marie Walk of Fame.

BACKGROUND

The Sault Ste. Marie Walk of Fame was established by By-law 2002-193 on September 9, 2002 to “provide recognition in the form of stars embedded in the sidewalk within the downtown area ... in partnership with the Downtown Association to persons in recognition of outstanding achievement”. To date, there have been 40 recipients of the award.

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

Several reports to Council have outlined various options to remediate the situation. The most recent report dated November 7, 2016 recommended reclaiming the existing granite maple leaves and placing them in flower beds in the downtown area at a cost of \$20,605 plus \$2,000 annually for ongoing maintenance. The recommendation was referred to 2017 budget and \$20,605 was approved.

ANALYSIS

The maple leaves are now being cut from the concrete, cleaned and buffed; however, upon discussion with Public Works staff, it appears that the November 2016 solution may be problematic. Staff advise that:

- a) the leaves are quite heavy to be mounted on pedestals;

- b) the leaves will not be visible during the winter months, and even in summer months may be obscured by flowers in the flower beds
- c) the sharp edges of the “leaves” may pose dangers to the public

Public Works staff have created a design resembling a cabinet for display of the existing Walk of Fame awards (mock-ups attached). Each cabinet could display 20 awards. Staff recommends that one “cabinet” be placed in the vicinity of the Essar Centre and another in the vicinity of the Centennial Library.

FINANCIAL IMPLICATIONS

The cost of cleaning, buffing (and replacing where necessary) the granite maple leaves has amounted to \$10,629.40 (including HST) to date, leaving approximately \$10,000 in the budget. Public Works staff advise that construction of two cabinets can be accommodated within the remaining budget.

STRATEGIC PLAN / POLICY IMPACT

By-law 2002-193 will require an amendment to reflect the fact that the awards are in fact in the form of granite maple leaves and the manner in which they are displayed.

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

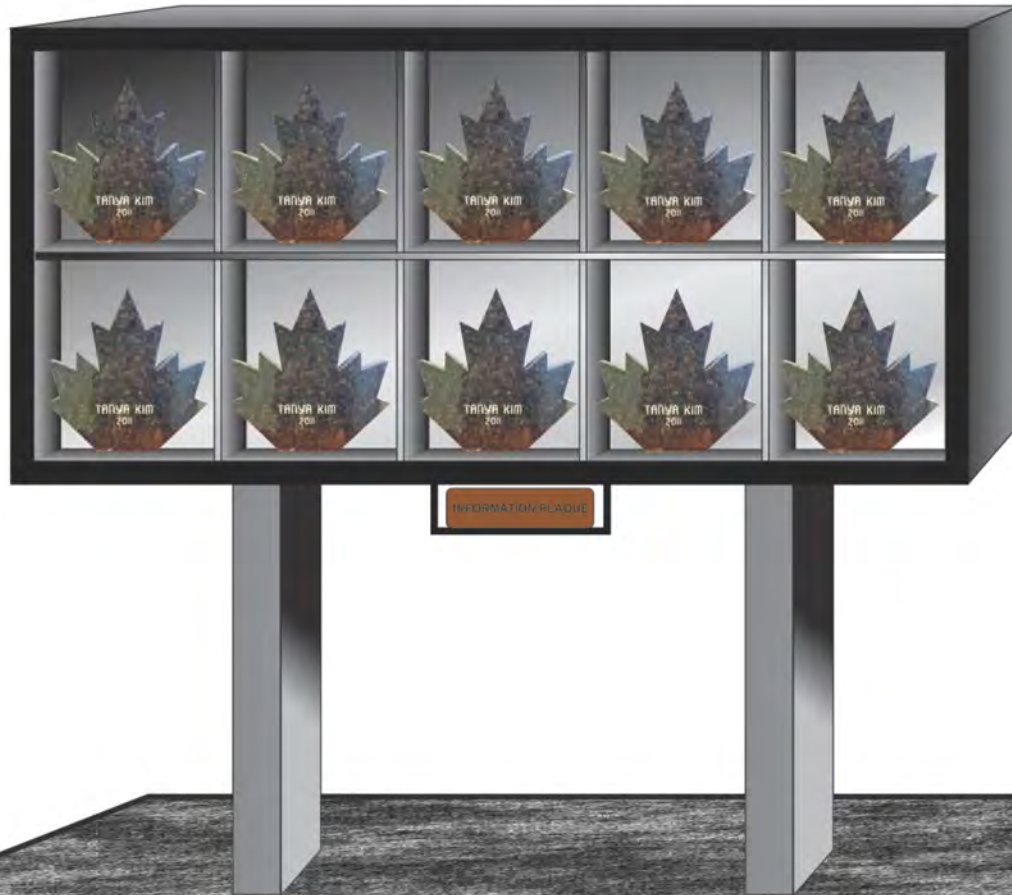
Resolved that the report of the Deputy City Clerk dated 2017 04 10 regarding Walk of Fame Redesign be received as information.

Respectfully submitted,



Rachel Tyczinski
Deputy City Clerk
705.759.5392
r.tyczinski@cityssm.on.ca

36" X 80" Double Sided Display
Constructed of Steel, Concrete Base
and Lexan Protective Cover







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

COUNCIL REPORT

2017 04 10

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Niro, Director of Human Resources

DEPARTMENT: Corporate Services

RE: OMERS Premium Reduction Reserve Funding Request – First Responder Peer Support Program

PURPOSE

This report requests Council approval to authorize the transfer of up to \$25,000 from the OMERS Premium Reduction Reserve for completion of the implementation of the Corporation's Peer Support Program for First Responders.

BACKGROUND

Emergency First Responders are at least twice as likely as the general population to suffer from PTSD (Post Traumatic Stress Disorder). As a result, recently, the Workplace Safety and Insurance Act, 1997 was amended and presumptive legislation introduced whereby a First Responder submitting a claim for PTSD will allow the claim as work-related. Peer Support is a research-backed method whereby Emergency First Responders, trained and certified to deliver mental health intervention, provide support to their peers toward the promotion of mental health, resiliency and posttraumatic growth. Peer Support providers deliver services within their defined scope of practice and facilitate linkages to professional mental healthcare when necessary. Peer support is particularly impactful in that it offers collegial support; commonalities in lived experiences; and builds upon pre-existing peer relationships to deliver early intervention.

In 2014, Dr. Lori Gray, Ph.D., C. Psych. Clinical, Forensic, and Rehabilitation Psychologist was contacted by the City to develop and implement a First Responder Peer Support Program as a proactive measure to prevent mental stress injuries in City emergency services. Dr. Gray comes to the Sault Ste. Marie program with expertise in prevention and rehabilitation of PTSD and other psychological stress injuries, having established programs in Windsor, London and as the Staff Psychologist for Toronto EMS.

Dr. Gray has consulted with and assisted the City of Sault Ste. Marie in developing the first program in North America that comprises all four Emergency

Services groups falling under the presumptive legislation: Police, Fire, EMS and Central Ambulance Communication Centre Officers (dispatchers who are employed by the Ministry of Health and Long Term Care).

Peer Nomination, selection and psychological screening took place in the fall of 2016 with 46 team members chosen to be part of the Support Group. Subsequently, two weeks of customized training and certification was carried out for the selected group in January and February of 2017. Feedback from participants, management and first responders has been exceptional and formal program launch is estimated for May 2017.

ANALYSIS

The Peer Support Program meets the eligibility criteria set out for use of the OMERS Reserve fund. The Program is consistent with Appendix A of the Policy, which identifies approved expenditures as those relating to “staff development and employee wellness initiatives.” Further, it fulfills mandated requirements as per Bill 163 under the Workplace Safety and Insurance Act, 1997 and the Ministry of Labour Act. Bill 163, *Supporting Ontario’s First Responders Act, 2016*, mandates Employers to create and maintain a PTSD Prevention plan for First Responder employees.

FINANCIAL IMPLICATIONS

The OMERS Premium Reduction Reserve has been used to fund this program to date (\$75,000) and has sufficient funds to cover the (up to) \$25,000 required to complete the program. In addition to meeting the City’s legislated requirements, there is an anticipated financial ripple effect whereby the program will help to significantly mitigate any current or future post-traumatic stress claims through WSIB.

Following official launch, minimal ongoing maintenance costs (such as professional development and training) will be allocated to departmental training budgets (Police, Fire and EMS).

STRATEGIC PLAN / POLICY IMPACT

The First Responder Peer Support Program is in alignment with several of the City’s Corporate Values:

- Fiscal Responsibility
- Respect, Engage and Develop Employees
- Commitment to Citizens and the Community

The Program services our most valued resource – our employees. In turn, this results in enhanced Emergency Service delivery to the community.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Human Resources be received and that Council authorize the transfer of up to \$25,000 from the OMERS Premium Reduction Reserve for completion of the Peer Support Program Development and Implementation.

Respectfully submitted,



Peter Niro
Director, Human Resources
705.759.5366
p.niro@cityssm.on.ca



400 University Avenue
14th Floor
Toronto ON M7A 1T7
Tel: 416 326-7600
Fax: 416 326-1449

400, avenue University
14^e étage
Toronto ON M7A 1T7
Tél. : 416 326-7600
Télééc. : 416 326-1449

Message from the Minister of Labour

I am proud to write today to inform your municipality that Bill 163, the *Supporting Ontario's First Responders Act, 2016*, has passed third reading and received Royal Assent on April 6, 2016. Municipalities across Ontario play a vital role in the delivery of emergency services. Consequently, it is important that municipalities are aware of this critical legislation to support Ontario's first responders.

Over the last decade there has been an increased awareness of the effects of post-traumatic stress disorder (PTSD). We know PTSD can be serious and debilitating, and that first responders are at least twice as likely as the general population to suffer from PTSD.

The Premier asked me to bring forward a plan that addressed prevention of and resiliency to PTSD, and she also asked that we create legislation that makes PTSD a workplace presumption for first responders. First responders put their lives at risk each and every day to keep all of us safe, and it's important we provide our first responders the same unconditional support they provide to us when we need them.

That's why I committed Ontario to becoming a leader in dealing with first-responder PTSD, and we know the solution lies with a comprehensive approach that includes both preventative and legislative measures. The *Supporting Ontario's First Responders Act, 2016* is a key component of that comprehensive strategy. It will provide a presumption that PTSD diagnosed in first responders is work-related, allowing for faster access to WSIB benefits, resources and the timely treatment needed to heal and return to work safely.

The specific groups covered under the PTSD presumption include:

- Police, including First Nations constables, and chiefs of police
- Firefighters (including part-time and volunteer firefighters), including those who are employed or who volunteer to provide fire protection services on a reserve, fire investigators, and fire chiefs
- Paramedics and emergency medical attendants, and ambulance service managers
- Workers involved in dispatching emergency services, including workers who play a role in the chain of communications which lead up to the dispatch for ambulance services, firefighters and police
- Correctional officers/youth services workers (including managers) and workers who provide direct health care services in adult institutional corrections and secure youth justice facilities
- Members of emergency response teams dispatched by a communications officer.

The *Supporting Ontario's First Responders Act, 2016* also amends the *Ministry of Labour Act* to allow the Minister of Labour to collect information about an employer's plans to prevent PTSD and authorizes the Minister to publish those plans. Collecting this information is intended to encourage the development of prevention plans and assess progress in the prevention of PTSD in these workplaces. It will also serve to highlight gaps and inform future prevention initiatives.

I will formally direct certain employers to provide me with information on their workplace post-traumatic stress disorder prevention plans by April 23, 2017. This direction will be published in the *Ontario Gazette*, Volume 149, Issue 17, which will be available at www.ontario.ca/search/ontario-gazette. Additional information can also be found on the Ministry of Labour website at www.labour.gov.on.ca/english/hs/ptsd.php.

As your municipality is an employer or is responsible for employers of workers covered under the PTSD presumption, I am advising you of this direction and look forward to receiving information in a timely manner. You are able to determine an approach that reflects your local context, taking into consideration the ways that first responder services are delivered and supported locally. I would request that you forward this correspondence to any administrations that fall within your purview, so they are aware of the direction to submit information and are engaged in the process as appropriate.

Information about prevention plans should be submitted in electronic Word format to ptsdprevention@ontario.ca. When submission by this method is not possible, information can be mailed to the Ontario Ministry of Labour, Att: PTSD Prevention Plan, 400 University Avenue, 14th Floor, Toronto, ON, M7A 1T7. Resources to assist in the development of a prevention plan are available online as part of a free online toolkit (see the link below). Should you have any questions, please contact ministry staff at 416-325-4575.

These legislative amendments build on our previously announced PTSD prevention strategy, which includes:

- The creation of a radio and digital campaign aimed at increasing awareness about PTSD among first responders, their families and communities and eliminating the stigma that too often prevents those in need from seeking help
- An annual leadership summit to be hosted by the Minister of Labour to highlight best practices, recognize leaders, and monitor progress in preventing and addressing PTSD
- A free online toolkit at www.firstrespondersfirst.ca with resources on PTSD tailored to meet the needs of employers and each of the first responder sectors
- Grants for research that supports the prevention of PTSD.

We started on the prevention initiatives in March 2016 with the launch of the public radio and digital awareness campaign, as well as the free online toolkit.

Through the alignment of research, prevention and treatment efforts, Ontario will create a solid and coordinated set of resources to provide the support needed by the brave men and women who put their lives on the line in our time of greatest need. This is the beginning of a new way forward in preventing PTSD and providing support for our first responder community in Ontario. With your help, our government has put in place a strategy that will help protect our dedicated first responders who put themselves in harm's way to ensure our safety.

These changes will positively impact many lives across the province, and will provide our 73,000 first responders and their families some peace of mind.

Please accept my thanks for your support.

Sincerely,

Kevin Flynn
Minister of Labour

EMERGENCY SERVICES

WSIB COST ESTIMATE – 2017

(Loss of Earnings Costs only; excludes Health Care Costs)

The following outlines the baseline cost for one First Responder to be off work for one year on a WSIB Claim. The total includes annual Loss of Earnings Benefits as well as the mandatory 35% WSIB Administration Fee. The Municipality is responsible to pay these amounts *dollar-for-dollar* and this does not include any of the extensive healthcare costs (prescription, psychological treatment, inpatient programs) associated with PTSD rehabilitation.

	<u>Annual Base Salary</u>	<u>Annual WSIB Benefits</u> (85% of Net Earnings)	<u>WSIB Admin. Fee (35.9%)</u>	<u>TOTAL</u>
Firefighter	\$88,500 *	\$59,000	\$21,181	\$80,181
Paramedic	\$76,390 **	\$50,000	\$17,950	\$67,950
Police	\$88,500 ***	\$59,000	\$21,181	\$80,181

* The actual annual base line salary for a 1st Class Firefighter < 8 years' service: \$89,864 (2017 WSIB Maximum Salary Cap is \$88,500)

** Based on the 2017 Salary Schedule for Year 1, Level 1 Primary Care Paramedic

*** The actual annual base line salary for a 1st Class Constable < 8 years' service: \$94,907 (2017 WSIB Maximum Salary Cap is \$88,500)

The estimates do not include healthcare costs. Psychological treatment averages \$225.00 per hour. Weekly visits for 6 months would be \$5400.00. Inpatient treatment programs (such as the Homewood Health Facility in Guelph, ON) range from \$20,000 - \$30,000. Estimated cost of prescription drug treatment is unavailable.

Dear Mr. Mayor and City Councilors,

Please accept my gratitude on behalf of the peer support team for your support of the Peer Support program. Investing in this endeavor is reflective of the fact that first responders (Fire, Ambulance, Police, and Dispatchers) are human. We have all willingly chosen to be bound in service to these callings and are unwavering in our commitment to “Service Before Self”. We serve vigilant at night so that others are protected in peaceful slumber; We deal with the malevolence of humanity so that others may lead a life of normalcy; And we shoulder the burden of human tragedy, assisting people in their greatest hour of need because of an innate desire to help that goes well beyond duty. For some responders, this comes at a great personal cost.

Equipment helps shield us from physical harm but does little to protect against the emotional toll of a given call. The armour of professionalism in the face of catastrophe temporarily guards against an emotional response yet it still allows for compassion, empathy, and sometimes even provides a much-needed hug for someone who has otherwise lost all hope. But at the end of the day what is seen cannot be “unseen”, what is heard cannot be “unheard”, and what is felt cannot be ignored. Until now, many of those affected adversely by these experiences have suffered in silence...the only indication of their anguish unfortunately becomes evident when it is much too late. Until now, there has always been an apprehension to seek help because of a barrier of stigma and trust since first responder occupations have traditionally equated the personal need for assistance of as a sign of weakness. For some it is like “trying to find a corner in a round room to cry”.

Implemented and maintained properly a peer support program can be an extremely successful model. You have ensured this by placing your trust in Dr. Lori Gray. As you may know Dr. Gray has been invaluable in establishing a Peer Support Program that ensures both credibility and sustainability. Dr. Lori Gray is a clinical, forensic, and rehabilitation psychologist who focuses on the issue of trauma through her work with first responders (e.g., paramedics, firefighters, police officers, dispatchers), victims, and criminal offenders. She is the staff psychologist for one of the largest emergency medical services (EMS) in Canada and provides consultation, crisis support, and education to other emergency services and victim services agencies. Her background also includes experiences such as the Centre for Addiction and Mental Health (Psychological Trauma Program and the Law and Mental Health Program), Detroit Receiving Hospital, and private practice.

The Peer Support Team is a peer-nominated group of Members from Police, Fire and EMS who volunteer their time to provide confidential short-term peer-to-peer support for their colleagues following challenging incidents/situations and during times of personal stress. They were nominated for the simple fact that they are respected and trusted and were accepted into the program following a thorough vetting process. Support members participated in three weeks of training that consisted of both individual and group support. Subsequently, members of the Peer Resource Team possess skills that include psychological first aid and can provide assistance to individual staff members as well as a general response to large-scale or critical incidents. If the situation requires a greater level of support, they have the ability to refer their colleagues to additional available support services as appropriate. Training is ongoing and Dr. Gray oversees the program on a continuous basis.

Peer support members are neither psychiatrists nor psychologists. They are not counselors but rather co-workers and friends who are trained to normalize potential reactions to otherwise abnormal events. In other words, they help people to understand what they “may” experience in certain circumstances

and why. Support members can offer suggestions to minimize some of these experiences and in so doing help employees “bounce back” to a feeling of normalcy. Early intervention is essential to minimizing negative effects! They will “check in” with colleagues who reach out to them or to others who may just require a casual conversation depending upon calls that they may have been involved in (or for whatever reason). Peer support members will also conduct follow-up discussions from time to time in order to make sure that their colleagues are okay. People are affected to varying degrees when it comes to specific or multiple incidents. Some may be bothered more than others while some may not be affected at all. This is human nature...we are all different and it is normal.

Mr. Mayor and Councilors, you have invested in an extremely worthwhile endeavor of which the returns are incalculable. By implementing the Peer Support Program you have proven to be a responsible employer, acknowledging that employees are human beings rather than mere assets and must be taken care of accordingly. Again, please accept my gratitude on behalf of all the peer support members. Thank you!

Sincerely,

Robert Gioia

Rob Gioia

Sault Ste. Marie Police Service Team Lead



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

COUNCIL REPORT

April 10, 2017

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Corporate Services

RE: 2016 Honoraria and Expenses-Mayor & Council and Board & Committee Members

PURPOSE

The purpose of this report is to provide a summary of Mayor and Council and Board and Committee Members Honoraria and Expenses paid during 2016 in accordance with Section 284(1) of The Municipal Act.

BACKGROUND

Under the current Income Tax Act, section 81(3) the portion of the honorarium that is considered an allowance in the taxation year for expenses incident to the discharge of the person's duties as a Municipal Officer was not included in computing the person's income for the year unless it exceeded 1.2 of the amount that was paid to the person. The 2017 Federal Budget has removed this exemption. The Notice of Ways and Means Motion to Amend the Income Tax Act and Other Legislation section 20, repeals section 81(3) of the Income Tax Act effective January 1, 2019.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

Honoraria and expenses are within the approved budget.

Honorarium paid to Council will no longer have an exemption effective January 1, 2019 and will be fully taxable at that time.

STRATEGIC PLAN / POLICY IMPACT

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

2016 Honoraria and Expenses

2016 04 10

Page 2.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer & Treasurer dated 2017 04 10 concerning 2016 Honoraria and Expenses (Mayor, Council, Board and Committee Members) be received as information.

Respectfully submitted,

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

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

The Corporation of the City of Sault Ste. Marie
Finance Department

**Summary of Honoraria and Expenses paid during 2016
for Mayor & Council, Board and Committee Members**

Sec. 284(1) The Municipal Act

Mayor

C. Provenzano	- Honorarium	70,990.84	
	- Car Allowance	4,648.50	
	- Travel - Conference	4,361.31	
	- Other City Business - Meetings	<u>1,457.03</u>	81,457.68

Councillors

M. Bruni	- Honorarium	22,813.75	
	- Car Allowance	<u>2,581.54</u>	25,395.29
S. Butland	- Honorarium	22,813.75	
	- Car Allowance	2,581.54	
	- Travel - Conference	<u>1,768.00</u>	27,163.29
P. Christian	- Honorarium	22,813.75	
	- Car Allowance	<u>2,581.54</u>	25,395.29
F. Fata	- Honorarium	22,813.75	
	- Car Allowance	<u>2,581.54</u>	25,395.29
S. Hollingsworth	- Honorarium	19,700.02	
	- Car Allowance	2,310.39	
	- Travel - Conferences	<u>2,742.77</u>	24,753.18
J. Hupponen	- Honorarium	22,813.75	
	- Car Allowance	<u>2,581.54</u>	25,395.29
J. Krmpotich	- Honorarium	22,813.75	
	- Car Allowance	2,581.54	
	- Travel - Conference	<u>1,783.76</u>	27,179.05

Summary of Honoraria and Expenses paid during 2016 for Mayor & Council, Board and Committee Members
--

S. Myers	- Honorarium	22,813.75	25,395.29
	- Car Allowance	<u>2,581.54</u>	
R. Niro	- Honorarium	22,813.75	25,395.29
	- Car Allowance	<u>2,581.54</u>	
R. Romano	- Honorarium	22,813.75	25,395.29
	- Car Allowance	<u>2,581.54</u>	
M. Shoemaker	- Honorarium	22,813.75	26,751.55
	- Car Allowance	2,581.54	
	- Travel - Conference	<u>1,356.26</u>	
L. Turco	- Honorarium	22,813.75	29,118.44
	- Car Allowance	2,581.54	
	- Travel - Conferences	2,716.48	
	- Executive Meetings	<u>1,006.67</u>	

Summary of Honoraria and Expenses paid during 2016 for Mayor & Council, Board and Committee Members
--

Committee of Adjustment		By-law 2011-39
F. DelBosco	- Honorarium	989.04
A. Gualazzi	- Honorarium	1,235.00
S. Farrell	- Honorarium	989.04
J. Moore	- Honorarium	989.04
A. Rossi	- Honorarium	989.04
Committee of Revision		By-law 2011-39
N. Bailey	- Honorarium	0.00
L. Robibaro	- Honorarium	0.00
S. Mendes	- Honorarium	0.00
Fence Viewers Committee		By-law 2011-39
F. DelBosco	- Honorarium	25.00
L. Robibaro	- Honorarium	25.00
R. O'Neill	- Honorarium	25.00
Police Services Board		By-law 2011-39
P. Mick	- Honorarium	1,794.62
J.A. Bruno	- Honorarium	2,048.44
D. Hilsinger	- Honorarium	1,784.12
R. Ten Brinke	- Honorarium	207.69
Residential Standards Committee		By-law 2011-39
N. Bailey	- Honorarium	41.20

L. Robibaro	- Honorarium	34.14
T. Sawchyn	- Honorarium	34.14

Page 3 of 3



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

COUNCIL REPORT

April 10, 2017

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Corporate Services

RE: Donation Policy

PURPOSE

The purpose of this report is to seek Council approval of a donation policy for the issuance of charitable donation receipts.

BACKGROUND

The City of Sault Ste. Marie welcomes donations to support City projects, programs or services. The City is classified as a “qualified donee” for charitable donations under the Income Tax Act and as such, without a registered charity number, is permitted the same receipting privileges as a charitable organization. The City is also required to ensure compliance with Canada Revenue Agency (CRA) regulations or risk having its receipting privileges suspended or its qualified donee status revoked.

At present there are other policies governing different aspects of receiving donations, specifically in the Parks and Recreation area. Staff will be developing a new donation policy in the coming months that will consolidate these along with the subject policy, however the policy before you is required to ensure we are in compliance with CRA regulations until the consolidated policy is developed.

ANALYSIS

To be recognized as a qualified donee, the name of municipalities must be on a publicly available list maintained by the CRA. The City of Sault Ste. Marie is named on the public list and therefore it is able to accept donations and issue receipts. Donations accepted at the City may be cash, gifts-in-kind and other types of donations for City run projects and programs. Gifts must be given freely and not as a result of a contractual or other obligation. Certain transactions do not qualify as a gift, for example:

- Gift of services (i.e. donated time, labour)

- Non-cash gifts for which the fair market value cannot be determined
- Gifts provided in exchange for advertising or sponsorship
- Pledges
- The lease of premises

In the past individuals or organizations that are not registered charities themselves have raised money on behalf of the City. There have also been requests that the donations be directed through the City so that the donors can be issued a receipt for income tax purposes. The CRA indicates that donations can be receipted by the City on behalf of the organization if:

- The community project the organization is undertaking is in the interest of the City
- The project operates under the City's authority
- The City exercises ongoing direction and control over the use of the receipted funds

The requirement for the City to exercise ongoing direction and control as to how the donated funds are to be spent may require a level of direct involvement of City staff. To ensure that the City is issuing income tax receipts within the rules of the Income Tax Act, there must be evidence of authority and direction and control. The Donation Policy also requires that an individual or organization have Council approval prior to soliciting funds in the name of or on behalf of the City if a receipt for income tax purposes is requested. Finance staff will work with approved individuals, organizations and other City staff to ensure the CRA regulations are met.

Finance staff will evaluate all donations to determine if they qualify under the Income Tax Act and will ensure that processes are in place ensuring that authority, direction and control of the funds is held by the City.

FINANCIAL IMPLICATIONS

There are no direct financial implications to implementing the Donations Policy. The policy ensures compliance with CRA regulations and will provide guidance to City staff and stakeholders in planning fundraising programs.

STRATEGIC PLAN / POLICY IMPACT

This is an administrative item not articulated in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated 2017 04 10 regarding the Donation Policy be approved.

Respectfully submitted,

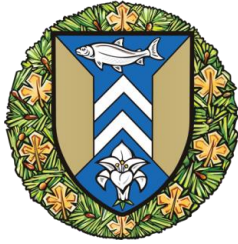
Donation Policy

2017 04 10

Page 3.

A handwritten signature in cursive script, reading "Shelley Schell".

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



The Corporation of the City of Sault Ste. Marie F-I-6 INFORMATION MANUAL

Subject: DONATION POLICY (DRAFT)

Department/Division: Finance – Admin

Source: Finance Department Council Resolution

Date: 2017 04 10

Page: 1 of 2

PURPOSE To govern the solicitation, acceptance and administration of Donations to the City of Sault Ste. Marie

OBJECTIVES To ensure that donations are accepted and Official Income Tax Receipts are issued in accordance with Canada Revenue Agency (CRA) regulations and that donations received are aligned to the City of Sault Ste. Marie strategic goals.

ADMINISTRATION The City will issue an Official Income Tax Receipt for donations in excess of \$25.00 for approved City projects or programs that qualify as Charitable Gifts under the Income Tax Act. Donations of less than \$25,000 will be issued a receipt only upon request of the donor. The Treasurer, or designate, will determine if the donation qualifies as a Charitable Gift under the Income Tax Act.

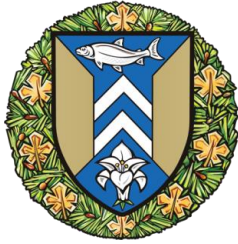
Qualifying donations would include cash, gifts-in-kind and other types of donations to the City for City run projects and programs.

All donations will be for projects or programs that have been approved by City Council. The projects or programs should align with the corporate strategic goals. The City reserves the right to reject any gift or donation in whole or in part.

COMMUNITY PROJECTS LEAD BY AN ORGANIZATION The CRA indicates that donations can be receipted by the City on behalf of an organization if:

- The community project the organization is undertaking is in the interest of the City
- The project operates under the City's authority
- The City exercises ongoing direction and control over the use of the receipted funds

No individual or organization shall solicit funds in the name of or on behalf of the City without the approval of Council. Official Income Tax Receipts will only be issued if the Treasurer, or designate, determines that a donation would qualify under the



The Corporation of the City of Sault Ste. Marie F-I-6 INFORMATION MANUAL

Subject: DONATION POLICY (DRAFT)

Department/Division: Finance – Admin

Source: Finance Department Council Resolution

Date: 2017 04 10

Page: 2 of 2

Income Tax Act, ensuring that authority, direction and control of the use of funds is held by the City, which may include a written agreement setting out the terms in which donations may be raised.

POLICY REVIEW

This policy will be reviewed and updated with changes to CRA regulations.



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

COUNCIL REPORT

April 10, 2017

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Corporate Services

RE: Queenstown Board of Management (O/A The Downtown Association) 2016 Audit Report and 2017 Budget

PURPOSE

The Queenstown Board of Management (O/A The Downtown Association) Budget for 2017 is included for the approval of Council. The Audited Financial Statements for 2016 of the Queenstown Board of Management (O/A The Downtown Association) are provided for information.

BACKGROUND

The Downtown Association Board of Directors approved their 2017 operating budget on March 30, 2017. As per the Municipal Act, Section 205(2), the budget is to be submitted to the municipality who may approve it in whole or in part but may not add expenditures to it.

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

The 2017 budget estimates of the Downtown Association are not part of the City budget estimates and are only added to the tax bills as a special levy to properties within the Downtown Association's boundaries for collection purposes.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated 2017 04 10 concerning the Queenstown Board of Management (O/A The Downtown Association) Audited Financial Statements for the year 2016 be received and the recommendation that the Downtown Association Budget for the year 2017 be approved.

Respectfully submitted,

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

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

The Downtown Association
2017 Budget

			<u>Variance to</u>		
	<u>2016 Budget</u>	<u>2016 Actual</u>	<u>Budget</u>	<u>2015 Actual</u>	<u>2017 Budget</u>
Income					
Assessments	\$ 185,000	\$ 184,998	\$ (2)	\$ 185,000	\$ 185,000
Assessment Write-offs and rebates	\$ (20,000)	\$ (18,994)	\$ 1,006	\$ (17,965)	\$ (20,000)
Total Assessments Total	\$ 165,000	\$ 166,004	\$ 1,004	\$ 167,035	\$ 165,000
Other Income					
Associate Membership	\$ 150	\$ 500	\$ 350	\$ 150	
Event Revenue	\$ -	\$ 573	\$ 573		
Interest Income	\$ -	\$ 279	\$ 279	\$ 213	
Total Other Income	\$ 150	\$ 1,352	\$ 1,202	\$ 363	\$ -
Total Income	\$ 165,150	\$ 167,356	\$ 2,206	\$ 167,398	\$ 165,000
Expenses					
Salaries & Benefits					
Payroll	\$ 80,631	\$ 75,276	\$ (5,355)	\$ 84,280	\$ 87,500
Employer Share of CPP					\$ 4,331
Employer share of EI					\$ 1,997
WSIB	\$ 618	\$ 584	\$ (33)	\$ 618	\$ 681
Payroll Subsidy	\$ -	\$ (6,572)	\$ (6,572)	\$ (7,809)	\$ (4,500)
Total Salaries & Benefits	\$ 80,631	\$ 68,704	\$ (11,927)	\$ 77,089	\$ 90,009
Office Expenses					
Rent	\$ 19,050	\$ 19,050	\$ 0	\$ 19,050	\$ 19,050
Office Cleaning	\$ 1,000	\$ 1,200	\$ 200	\$ 2,448	\$ 300
Supplies	\$ 1,000	\$ 439	\$ (561)	\$ 1,180	\$ 800
Equipment Repairs & Maintenance	\$ 1,050	\$ 911	\$ (139)	\$ 1,140	\$ 1,000
Telephone/Internet	\$ 3,111	\$ 2,645	\$ (466)	\$ 3,111	\$ 2,250
Insurance	\$ 2,340	\$ 1,885	\$ (455)	\$ 2,340	\$ 3,340
Postage & Courier	\$ 300	\$ 201	\$ (99)	\$ 181	\$ 250
Photocopies	\$ 307	\$ 296	\$ (11)	\$ 307	\$ 275
Recruiting	\$ -	\$ 553	\$ 553	\$ 878	\$ 200
Total Office Expenses	\$ 28,158	\$ 27,180	\$ (978)	\$ 30,634	\$ 27,465
Memberships/Publications	\$ 800	\$ 359	\$ (441)	\$ 1,319	\$ 375
Marketing & Communication					
Advertising					
Radio	\$ 1,250		\$ (1,250)	\$ 4,586	\$ 1,198
Billoard					\$ 1,700
On-Line					\$ 1,405
Social Media	\$ 600		\$ (600)		\$ 298
Print	\$ 1,250	\$ 1,829	\$ 579	\$ 150	\$ 2,268
Total Advertising	\$ 3,100	\$ 1,829	\$ (1,271)	\$ 4,736	\$ 6,869
Downtown Newsletters	\$ 900	\$ 130	\$ (770)	\$ 658	\$ 1,000
Outreach			\$ -	\$ 724	
Greyhound Promotions	\$ 300		\$ (300)	\$ 2,540	
Board Elections	\$ 300	\$ 244	\$ (56)	\$ 1,428	
Total Communications	\$ 1,500	\$ 374	\$ (1,126)	\$ 5,350	\$ 1,000

Total Marketing & Communications	\$ 4,600	\$ 2,203	\$ (2,397)	\$ 10,086	\$ 7,869
Events & Activities					
Downtown Street Party	\$ 19,958	\$ 13,510	\$ (6,448)		\$ 9,350
Shadows of the Mind Film Festival			\$ -	\$ 1,000	
Moonlight Magic		\$ 6,855	\$ 6,855	\$ 12,296	\$ 4,120
Greyhounds Season Opener		\$ 150	\$ 150		
Greyhounds Playoff Party			\$ -	\$ 2,908	
New Initiatives		\$ 184	\$ 184	\$ 436	\$ 1,500
Promotions		\$ 31	\$ 31		
Maintenance and Beautification		\$ 4,333	\$ 4,333		
Total Events & Activities	\$ 19,958	\$ 25,063	\$ 5,105	\$ 16,639	\$ 14,970
Meetings & Seminars					
Board Meetings	\$ 1,200	\$ 454	\$ (746)	\$ 415	\$ 500
Other		\$ 845	\$ 845		\$ 450
Conferences and Training			\$ -	\$ 2,925	\$ 2,000
AGM	\$ 573		\$ (573)	\$ 573	\$ 600
Total Meetings & Seminars	\$ 1,773	\$ 1,299	\$ (474)	\$ 3,913	\$ 3,550
Professional Fess					
Accounting/Audit	\$ 3,765	\$ 5,256	\$ 1,491	\$ 3,765	\$ 4,250
Security		\$ 1,500	\$ 1,500		\$ 1,045
Bookkeeping	\$ 1,781	\$ 4,123	\$ 2,342	\$ 1,781	\$ 2,000
Total Professional Fees	\$ 5,546	\$ 10,879	\$ 5,333	\$ 5,546	\$ 7,295
Streetscaping & Beautification					
Lights/PUC	\$ 1,021	\$ 1,159	\$ 138	\$ 1,021	\$ 1,800
Street Unity Beautification		\$ 4,081	\$ 4,081	\$ 1,671	\$ 8,000
Initiatives	\$ 21,862		\$ (21,862)		\$ 2,500
Total Streetscaping & Beautification	\$ 22,883	\$ 5,240	\$ (17,644)	\$ 2,693	\$ 12,300
Miscellaneous					
Downtown Development Initiative		\$ 35,000	\$ 35,000		
Amortization	\$ -	\$ 1,758	\$ 1,758	\$ 238	
Grant Leverage		\$ 20	\$ 20		
Software and Licencing					992
Miscellaneous		159	159		
Bank Service Charge	\$ 183	\$ 162	\$ (21)	\$ 183	\$ 175
Total Miscellaneous	\$ 183	\$ 37,099	\$ 36,916	\$ 421	\$ 1,167
Total Expenses	\$ 164,532	\$ 178,025	\$ 13,493	\$ 148,339	\$ 165,000
Capital Improvements DTA					\$ 7,694
Speaker Replacement Estimate					\$ 30,000
Net Income/(Loss)	\$ 618	\$ (10,669)	\$ (11,287)	\$ 19,059	\$ (37,694)

Financial Statements of

**BOARD OF MANAGEMENT OF QUEENSTOWN,
THE SAULT STE. MARIE CENTRAL BUSINESS
DISTRICT IMPROVEMENT AREA**

Year ended December 31, 2016



KPMG LLP
111 Elgin Street, Suite 200
Sault Ste. Marie ON P6A 6L6
Canada
Telephone (705) 949-5811
Fax (705) 949-0911

INDEPENDENT AUDITORS' REPORT

To the Members of the Board of Management of Queenstown, The Sault Ste. Marie Central Business District Improvement Area and Members of Council, Inhabitants and Ratepayers of The Corporation of the City of Sault Ste. Marie

We have audited the accompanying financial statements of the Board of Management of Queenstown, The Sault Ste. Marie Central Business District Improvement Area, which comprise the statement of financial position as at December 31, 2016, and the statements of financial operations and accumulated surplus, changes in net financial assets and cash flows for the year then ended, and notes, comprising a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of the Board of Management of Queenstown, The Sault Ste. Marie Central Business District Improvement Area as at December 31, 2016, and its results of operations, its changes in net financial assets and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

KPMG LLP

Chartered Professional Accountants, Licensed Public Accountants

March 14, 2017
Sault Ste. Marie, Canada

BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA

Statement of Financial Position

December 31, 2016, with comparative information for 2015

	2016	2015
Financial assets		
Cash	\$ 73,346	\$ 80,080
Term deposit	27,139	26,860
Accounts receivable	5,931	22,407
Prepaid expenses	1,386	-
Total financial assets	107,802	129,347
Financial liabilities		
Accounts payable and accrued liabilities	9,085	7,622
Due to the City of Sault Ste. Marie	691	-
Total financial liabilities	9,776	7,622
Net financial assets	98,026	121,725
Non-financial assets		
Tangible capital assets (note 2)	14,280	1,250
Commitment (note 5)		
Accumulated surplus (note 4)	\$ 112,306	\$ 122,975

The accompanying notes are an integral part of the financial statements.

On behalf of the Board:

Director

Director

BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA

Statement of Financial Operations and Accumulated Surplus

Year ended December 31, 2016, with comparative information for 2015

	Budget (note 3)	2016	2015
Revenues:			
Assessments	\$ 185,000	\$ 184,998	\$ 185,000
Grants and other	-	6,572	7,809
Membership fees and events	150	1,073	150
Interest	-	279	213
Total revenues	185,150	192,922	193,172
Expenses:			
Wages and benefits	81,249	75,860	84,897
Downtown development initiative	-	35,000	-
Rent	19,050	19,050	19,050
Assessments written-off and rebates	20,000	18,994	17,965
Events and activities	19,958	13,545	4,894
On street costs	8,095	9,573	2,693
Professional fees	5,546	9,379	5,546
Promotion and marketing	4,600	8,964	21,831
Office	3,657	5,479	8,002
Telephone and internet	3,111	2,645	3,111
Insurance	2,340	1,885	2,340
Meetings and seminars	1,773	1,300	3,913
Amortization of tangible capital assets	1,758	1,758	239
Miscellaneous	983	159	183
Total expenses	172,120	203,591	174,664
Annual surplus (deficit)	13,030	(10,669)	18,508
Accumulated surplus, beginning of year	122,975	122,975	104,467
Accumulated surplus, end of year	\$ 136,005	\$ 112,306	\$ 122,975

The accompanying notes are an integral part of the financial statements.

BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA

Statement of Changes in Net Financial Assets

Year ended December 31, 2016, with comparative information for 2015

	Budget (note 3)	2016	2015
Annual surplus (deficit)	\$ 13,030	\$ (10,669)	\$ 18,508
Acquisition of tangible capital assets	(14,788)	(14,788)	(1,013)
Amortization of tangible capital assets	1,758	1,758	239
Change in net financial assets	–	(23,699)	17,734
Net financial assets, beginning of year	121,725	121,725	103,991
Net financial assets, end of year	\$ 121,725	\$ 98,026	\$ 121,725

The accompanying notes are an integral part of the financial statements.

BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA

Statement of Cash Flows

Year ended December 31, 2016, with comparative information for 2015

	2016	2015
Cash provided by (used in):		
Operations:		
Annual surplus (deficit)	\$ (10,669)	\$ 18,508
Item not involving cash:		
Amortization of capital assets	1,758	239
	(8,911)	18,747
Change in non-cash assets and liabilities:		
Increase in term deposit	(279)	(213)
Increase (decrease) in accounts receivable	16,475	(15,359)
Increase (decrease) in prepaid expenses	(1,386)	-
Increase (decrease) in accounts payable and accrued liabilities	1,464	(2,701)
Increase in due to the City of Sault Ste. Marie	691	-
	8,054	474
Capital:		
Purchase of tangible capital assets	(14,788)	(1,013)
Decrease in cash	(6,734)	(539)
Cash, beginning of year	80,080	80,619
Cash, end of year	\$ 73,346	\$ 80,080

The accompanying notes are an integral part of the financial statements.

BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA

Notes to Financial Statements

Year ended December 31, 2016

The Board of Management of Queenstown, The Sault Ste. Marie Central Business District Improvement Area (the "Board") was established on September 28, 1976 to foster and enhance commercial interests in the downtown business improvement area of Sault Ste. Marie, Ontario.

1. Significant accounting policies:

The financial statements of the Board are the representation of management prepared in accordance with Canadian generally accepted accounting principles for government organizations, as recommended by the Public Sector Accounting Board of the Chartered Professional Accountants of Canada. Significant aspects of the accounting policies adopted by the Board are as follows:

(a) Non-financial assets:

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations.

(b) Tangible capital assets:

Tangible capital assets are recorded at cost which includes amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value of the tangible capital assets is amortized on the following annual rates and methods:

Asset	Method used	Rate
Furniture and equipment	Declining-balance	20%
Computer equipment	Declining-balance	30%
Signage	Straight-line	5 years
Leasehold improvements	Straight-line	10 years

(c) Reserves:

Certain amounts, as approved by the Board, are set aside in reserves for future operating and capital purposes. Transfers to and/or from the reserves are recorded as an adjustment to the respective reserve when approved.

BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA

Notes to Financial Statements

Year ended December 31, 2016

1. Significant accounting policies (continued):

(d) Revenue recognition:

Government transfers are recognized in the financial statements as revenues in the period in which events giving rise to the transfer occur providing the transfers are authorized, any eligibility criteria have been met, and reasonable estimates of the amounts can be made.

Assessments are recognized as revenue when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured.

(e) Use of estimates:

The preparation of the financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

2. Tangible capital assets:

Cost	Balance at December 31, 2015	Additions	Disposals	Balance at December 31, 2016
Furniture and equipment	\$ 3,505	\$ –	\$ –	\$ 3,505
Computer equipment	7,728	–	–	7,728
Signage	–	14,788	–	14,788
Leasehold improvements	12,581	–	–	12,581
Total	\$ 23,814	\$ 14,788	\$ –	\$ 38,602

Accumulated amortization	Balance at December 31, 2015	Disposals	Amortization expense	Balance at December 31, 2016
Furniture and equipment	\$ 2,546	\$ –	\$ 192	\$ 2,738
Computer equipment	7,437	–	88	7,525
Signage	–	–	1,478	1,478
Leasehold improvements	12,581	–	–	12,581
Total	\$ 22,564	\$ –	\$ 1,758	\$ 24,322

Net book value	\$ 1,250			\$ 14,280
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BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA

Notes to Financial Statements

Year ended December 31, 2016

3. Budget figures:

The operating budget approved by the Board for 2016 was prepared for the purpose of establishing the estimated revenues and expenses for fiscal 2016. The budget established does not include a budget for the amortization of tangible capital assets. The Board also does not budget activity within reserves.

The budget figures presented in the Statement of Operations and the Statement of Changes in Net Financial Assets have been restated to be comparable with the Public Sector Accounting Standards. A reconciliation of the Board approved budget and the budget presented in these financial statements is presented below:

Adopted budget:		
Budget annual surplus for the year	\$	-
Adjustments to adopted budget:		
Acquisition of tangible capital assets		14,788
Amortization of tangible capital assets		(1,758)
Restated budgeted annual surplus	\$	13,030

4. Accumulated surplus:

Accumulated surplus is comprised of:

	2016	2015
Invested in tangible capital assets	\$ 14,280	\$ 1,250
Operating fund surplus	98,026	86,725
Reserves set aside by the Board		
Downtown Community Improvement Plan	-	35,000
	\$ 112,306	\$ 122,975

BOARD OF MANAGEMENT OF QUEENSTOWN, THE SAULT STE. MARIE CENTRAL BUSINESS DISTRICT IMPROVEMENT AREA

Notes to Financial Statements

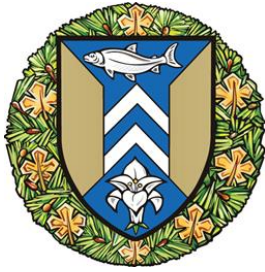
Year ended December 31, 2016

5. Commitment:

The Board leases its premises with a minimum annual lease payment of \$18,720 plus applicable taxes. The lease expires January 31, 2020.

6. Segmented reporting:

The Chartered Professional Accountants of Canada Public Sector Accounting Handbook Section PS2700 – Segmented Disclosures establishes standards on defining and disclosing segments in a government's financial statements. Government organizations that apply these standards are encouraged to provide the disclosures established by this section when their operations are diverse enough to warrant such disclosures. The Board has only one identifiable segment, considered to be fostering and enhancing commercial interests in the downtown business improvement area of Sault Ste. Marie, Ontario as presented in these financial statements.



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

COUNCIL REPORT

April 10, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jacob Bruzas, CPA, CA, Manager of Audits and Capital Planning

DEPARTMENT: Corporate Services

RE: Year End Financial Report – December 31, 2016

PURPOSE

The purpose of this report is to provide a Year End Financial Report to December 31, 2016 and to seek Council approval of 2016 year end reserve transfers.

BACKGROUND

The report is prepared in accordance with the previous corporate structure for consistency purposes. Starting with First Quarter 2017, the financial reporting will be prepared in accordance with the revised corporate structure.

ANALYSIS

As at December 31, 2016, the unaudited deficit for the year is \$321,554. The audited Financial Statements will be brought back to Council once the external audit is finalized and any changes to the deficit will be noted.

In the Nine-Month Financial Report presented to Council in November 2016, staff predicted a deficit for 2016. At the time, the estimated deficit (worst-case scenario) was \$1 million.

During the year, staff implemented a deficit reduction plan aimed at discretionary operating budget expenditures to help reduce the forecasted deficit.

Significant changes to the estimated deficit as of September 30, 2016 are detailed in the following chart:

	Q3 Estimated Deficit	(1,000,000)	
	Home Depot / Cdn Tire Settlements	(1,250,000)	
	Retroactive WSIB / PTSD Claims	350,000	
	Retiree Healthcare Benefits	(160,000)	
	Police Services	550,000	
	Winter Control	(165,000)	
	Cemetery	300,000	
	PWT Salaries	400,000	
	PWT Benefits	600,000	
	Misc	53,446	
	2016 Deficit	<u>(321,554)</u>	

Final Year End Variance Analysis

As mentioned in previous quarterly reports, the majority of the estimated deficit was due to retroactive WSIB payments for Fire Services personnel presumptive cancer claims. It was anticipated that the City would pay out a total of \$1,500,000 to the end of 2016 for the WSIB retroactive claims, and a further \$250,000 for Post-Traumatic Stress Disorder (PTSD) retroactive claims, based on third quarter estimates. The actual total amount incurred to December 31, 2016 was \$1,400,000; \$350,000 less than what was predicted. These claims are ongoing and as such, the 2017 budget included an increase in operations for Police/Fire as well as a contingency reserve transfer for retroactive payments for presumptive legislation claims.

Other significant budget variances as of December 31, 2016 include the following:

- Long Term Disability (LTD) refund of approximately \$940,000 received for 2016;
- Tax write-offs for the Home Depot and Canadian Tire tax settlements, totalling approximately \$1,250,000;
- Retiree Healthcare Benefits were over budget by \$160,000. These benefits are self-insured and are difficult to budget for;
- Police Services realized a positive variance of approximately \$550,000, mainly due to grants received that were not budgeted for. These grants have been budgeted for in 2017;
- Winter Control costs broke even by year end;

- Cemetery had an estimated budget shortfall to year end of \$300,000; however, the last quarter saw an increase in revenue mainly due to the new mausoleum creating a slight positive variance instead;
- Public Works & Transportation realized a positive budget variance of approximately \$400,000 overall on Salaries, or 2% of their budget for Salaries, mainly due to cost-saving gapping measures; and
- Public Works & Transportation also realized a positive budget variance of approximately \$600,000 on Benefits. This savings can mainly be attributed to a corresponding reduction in Salaries, the portion of the Long Term Disability refund allocated to PWT, and a budget error.

FINANCIAL IMPLICATIONS

Although less than anticipated, the City is in a deficit position as at December 31, 2016.

Staff is recommending a transfer from the Contingency Reserve of \$321,554 to cover off the deficit, as detailed in Appendix A to this report.

Appendix A also contains a recommended transfer of unspent funds for the Mayor's Youth Advisory Council totalling \$23,373 to the Parks & Recreation Reserve for use in 2017.

STRATEGIC PLAN / POLICY IMPACT

The Financial Report is an administrative matter and therefore not included in the Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

That the report of the Manager of Audits and Capital Planning dated April 10, 2017, concerning the Year End Financial Report to December 31, 2016 be received, and that the recommended transfer from the Contingency Reserve of \$321,554 and recommended transfer to the Parks and Recreation Reserve of \$23,373 be approved.

Respectfully submitted,



Jacob Bruzas, CPA, CA
Manager of Audits & Capital
Planning
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Appendix A

CORPORATION OF THE CITY OF SAULT STE. MARIE RESERVE TRANSFERS TO BE APPROVED BY COUNCIL DECEMBER 31, 2016

<u>Details</u>	<u>From Reserve</u>	<u>To Reserve</u>
	<u>\$</u>	<u>\$</u>
2016 Deficit		
Transfer from Contingency Reserve to cover off 2016 deficit.	321,554.00	
Mayor's Youth Advisory Council		
Funds budgeted and received in 2016 for MYAC program were not fully spent. Requested to be transferred to reserve for use in 2017 to complete Bandshell project.		23,372.25
Transfer to Parks & Rec Reserve		
Total	321,554.00	23,372.25
net	<u>298,181.75</u>	

CITY OF SAULT STE. MARIE

2016 - YEAR ENDED
DEC 31, 2016

	YTD Actual	Budget 2016	Variance	Percentage Budget-Rem 0.0%	2015 Actual To: December	2015 Actual Year End
FISCAL YEAR REMAINING% :						
REVENUE						
Taxation	(\$107,045,941.84)	(\$107,001,876.00)	\$44,065.84	(0.04%)	(\$104,989,219.88)	(\$104,989,219.88)
Payment in Lieu of taxes	(\$4,372,431.32)	(\$4,445,020.00)	(\$72,588.68)	1.63%	(\$4,363,763.72)	(\$4,363,763.72)
Fees and user charges	(\$40,847,677.25)	(\$39,148,855.43)	\$1,698,821.82	(4.34%)	(\$46,195,305.96)	(\$46,195,305.96)
Government grants	(\$20,611,412.95)	(\$19,399,650.00)	\$1,211,762.95	(6.25%)	(\$20,739,755.24)	(\$20,739,755.24)
Interest and Investment income	(\$5,452,124.14)	(\$4,305,000.00)	\$1,147,124.14	(26.65%)	(\$5,398,177.27)	(\$5,398,177.27)
Contribution from own funds	(\$4,740,647.88)	(\$2,337,840.00)	\$2,402,807.88	(102.78%)	(\$1,599,218.86)	(\$1,599,218.86)
Other income	(\$2,244,040.72)	(\$1,514,090.00)	\$729,950.72	(48.21%)	(\$2,241,679.71)	(\$2,241,679.71)
Prior year surplus	(\$550,000.00)	(\$550,000.00)	\$0.00	0.00%	(\$3,516,847.00)	(\$3,516,847.00)
Change in future employee benefits	(\$7,897.59)		\$7,897.59	0.00%		
	(\$185,872,173.69)	(\$178,702,331.43)	\$7,169,842.26	(4.01%)	(\$189,043,967.64)	(\$189,043,967.64)
EXPENDITURES						
Salaries	\$72,989,556.93	\$69,913,978.48	(\$3,075,578.45)	(4.40%)	\$71,541,323.43	\$71,541,323.43
Benefits	\$19,209,698.89	\$18,475,036.58	(\$734,662.31)	(3.98%)	\$18,167,244.58	\$18,167,244.58
TOTAL SALARIES/BENEFITS	\$92,199,255.82	\$88,389,015.06	(\$3,810,240.76)	(4.31%)	\$89,708,568.01	\$89,708,568.01
Travel and training	\$649,217.33	\$870,600.00	\$221,382.67	25.43%	\$562,262.75	\$562,262.75
Election	\$808.82	\$2,500.00	\$1,691.18	67.65%		
Vehicle allowance, maintenance and repairs	\$4,295,752.17	\$3,785,734.40	(\$510,017.77)	(13.47%)	\$4,480,867.71	\$4,480,867.71
Utilities and Fuel	\$9,879,855.91	\$10,793,370.00	\$913,514.09	8.46%	\$10,468,828.14	\$10,468,828.14
Materials and supplies	\$7,059,353.96	\$6,796,682.00	(\$262,671.96)	(3.86%)	\$6,319,670.05	\$6,319,670.05
Maintenance and repairs	\$2,418,691.79	\$2,475,770.00	\$57,078.21	2.31%	\$2,489,759.19	\$2,489,759.19
Program expenses	\$150,836.08	\$121,200.00	(\$29,636.08)	(24.45%)	\$148,929.21	\$148,929.21
Goods for resale	\$579,880.75	\$628,525.00	\$48,644.25	7.74%	\$551,387.70	\$551,387.70
Rents and leases	\$335,109.17	\$337,225.00	\$2,115.83	0.63%	\$501,601.66	\$501,601.66
Taxes and licenses	\$2,240,785.13	\$2,184,510.00	(\$56,275.13)	(2.58%)	\$2,298,988.99	\$2,298,988.99
Financial expenses	\$5,482,028.99	\$2,443,440.00	(\$3,038,588.99)	(124.36%)	\$7,436,708.37	\$7,436,708.37
Purchased and contracted services	\$9,237,531.67	\$9,305,965.00	\$68,433.33	0.74%	\$9,184,806.44	\$9,184,806.44
Grants to others	\$26,880,952.42	\$26,562,439.00	(\$318,513.42)	(1.20%)	\$25,612,696.85	\$25,612,696.85
Long term debt	\$1,971,711.52	\$1,980,330.00	\$8,618.48	0.44%	\$2,230,334.48	\$2,230,334.48
Transfer to own funds	\$22,190,758.22	\$21,179,664.00	(\$1,011,094.22)	(4.77%)	\$25,976,947.14	\$25,976,947.14
Capital expense	\$924,123.80	\$1,065,492.00	\$141,368.20	13.27%	\$974,926.00	\$974,926.00
Depreciation			\$0.00	0.00%	\$16,075,981.91	\$16,075,981.91
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%	(\$69,229.40)	(\$69,229.40)
Clearing accounts			\$0.00	0.00%		
Less: recoverable costs	(\$302,926.13)	(\$220,130.00)	\$82,796.13	(37.61%)	(\$467,182.65)	(\$467,182.65)
TOTAL OTHER EXPENSES	\$93,994,471.60	\$90,313,316.40	(\$3,681,155.20)	(4.08%)	\$114,778,284.54	\$114,778,284.54
	\$186,193,727.42	\$178,702,331.46	(\$7,491,395.96)	(4.19%)	\$204,486,852.55	\$204,486,852.55
NET (REVENUE)/EXPENDITURE	\$321,553.73	\$0.03	(\$321,553.70)		\$15,442,884.91	\$15,442,884.91
	Actual	Budget	Surplus/ Deficit			
Mayor and Council	\$658,718.39	\$722,520.00	\$63,801.61			
Chief Administrative Officer	\$356,781.72	\$388,285.00	\$31,503.28			
Human Resources	\$1,730,823.29	\$1,607,830.00	(\$122,993.29)			
Clerks	\$1,069,424.75	\$1,134,710.00	\$65,285.25			
Finance	\$8,561,816.49	\$6,892,555.00	(\$1,669,261.49)			
Legal	\$1,421,466.70	\$1,465,670.00	\$44,203.30			
Fire Services	\$13,979,421.95	\$12,993,728.00	(\$985,693.95)			
Police Services	\$23,305,107.23	\$23,852,153.00	\$547,045.77			
Engineering and Planning	\$14,612,772.72	\$14,681,258.57	\$68,485.85			
Public Works and Transportation	\$31,440,816.81	\$32,810,867.46	\$1,370,050.65			
Community Services Department	\$5,408,180.79	\$5,618,736.00	\$210,555.21			
Social Services	\$45,031.92	\$37,000.00	(\$8,031.92)			
Levy Board	\$19,563,288.95	\$19,604,808.00	\$41,519.05			
Outside Agencies	\$3,588,306.79	\$3,609,510.00	\$21,203.21			
Outside Agencies - Other	\$1,926,711.00	\$1,926,711.00	(\$0.01)			
Economic Diversification	\$500,000.00	\$500,000.00	\$0.00			
Corporate	(\$135,707,133.77)	(\$135,719,251.00)	(\$12,117.23)			
Capital and Debt	\$7,860,018.00	\$7,872,909.00	\$12,891.00			
	\$321,553.73	\$0.03	(\$321,553.71)			

****Please note that this report was prepared in accordance with the previous corporate structure for consistency purposes. Starting for Q1 2017, the financial reporting will be prepared in accordance with the revised corporate structure.

MAYOR & COUNCIL

2016 - YEAR ENDED
DEC 31, 2016

	YTD Actual	Budget 2016	Variance	Percentage Budget-Rem	2015 Actual To: December	2015 Actual Year End
FISCAL YEAR REMAINING% :				0.0%		
REVENUE						
Government grants	(\$1,577.00)		\$1,577.00	0.00%	(\$10,000.00)	(\$10,000.00)
Contribution from own funds			\$0.00	0.00%	(\$10,000.00)	(\$10,000.00)
	(\$1,577.00)	\$0.00	\$1,577.00	0.00%	(\$20,000.00)	(\$20,000.00)
EXPENDITURES						
Salaries	\$486,112.85	\$488,815.00	\$2,702.15	0.55%	\$453,850.69	\$453,850.69
Benefits	\$48,784.76	\$65,190.00	\$16,405.24	25.17%	\$46,993.14	\$46,993.14
TOTAL SALARIES/BENEFITS	\$534,897.61	\$554,005.00	\$19,107.39	3.45%	\$500,843.83	\$500,843.83
Travel and training	\$19,141.52	\$53,500.00	\$34,358.48	64.22%	\$18,652.71	\$18,652.71
Vehicle allowance, maintenance and repairs	\$29,688.59	\$36,030.00	\$6,341.41	17.60%	\$31,107.93	\$31,107.93
Materials and supplies	\$52,674.40	\$50,385.00	(\$2,289.40)	(4.54%)	\$49,574.37	\$49,574.37
Purchased and contracted services	\$1,493.27	\$3,600.00	\$2,106.73	58.52%	\$1,992.67	\$1,992.67
Grants to others		\$25,000.00	\$25,000.00	100.00%	\$32,926.51	\$32,926.51
Transfer to own funds	\$22,400.00		(\$22,400.00)	0.00%		
Depreciation			\$0.00	0.00%	\$2,910.58	\$2,910.58
TOTAL OTHER EXPENSES	\$125,397.78	\$168,515.00	\$43,117.22	25.59%	\$137,164.77	\$137,164.77
	\$660,295.39	\$722,520.00	\$62,224.61	8.61%	\$638,008.60	\$638,008.60
NET (REVENUE)/EXPENDITURE	\$658,718.39	\$722,520.00	\$63,801.61	8.83%	\$618,008.60	\$618,008.60

CAO

2016 - YEAR ENDED
DEC 31, 2016

	YTD Actual	Budget 2016	Variance	Percentage Budget-Rem	2015 Actual To: December	2015 Actual Year End
FISCAL YEAR REMAINING% :				0.0%		
REVENUE						
Government grants	(\$47,267.48)		\$47,267.48	0.00%		
Other income	\$431.75		(\$431.75)	0.00%	\$725.11	\$725.11
	(\$46,835.73)	\$0.00	\$46,835.73	0.00%	\$725.11	\$725.11
EXPENDITURES						
Salaries	\$310,822.31	\$295,775.00	(\$15,047.31)	(5.09%)	\$314,227.05	\$314,227.05
Benefits	\$60,933.28	\$68,000.00	\$7,066.72	10.39%	\$44,688.41	\$44,688.41
TOTAL SALARIES/BENEFITS	\$371,755.59	\$363,775.00	(\$7,980.59)	(2.19%)	\$358,915.46	\$358,915.46
Travel and training	\$4,782.02	\$9,215.00	\$4,432.98	48.11%	\$7,788.05	\$7,788.05
Vehicle allowance, maintenance and repairs	\$4,256.14	\$4,480.00	\$223.86	5.00%	\$5,142.27	\$5,142.27
Materials and supplies	\$17,925.54	\$10,315.00	(\$7,610.54)	(73.78%)	\$8,100.51	\$8,100.51
Maintenance and repairs		\$150.00	\$150.00	100.00%		
Purchased and contracted services	\$4,898.16	\$150.00	(\$4,748.16)	(3,165.44%)	\$172.99	\$172.99
Capital expense		\$200.00	\$200.00	100.00%		
Depreciation		\$0.00	\$0.00	0.00%	\$1,816.15	\$1,816.15
TOTAL OTHER EXPENSES	\$31,861.86	\$24,510.00	(\$7,351.86)	(30.00%)	\$23,019.97	\$23,019.97
	\$403,617.45	\$388,285.00	(\$15,332.45)	(3.95%)	\$381,935.43	\$381,935.43
NET (REVENUE)/EXPENDITURE	\$356,781.72	\$388,285.00	\$31,503.28	8.11%	\$382,660.54	\$382,660.54

HUMAN RESOURCES

2016 - YEAR ENDED
DEC 31, 2016

	YTD Actual	Budget 2016	Variance	Percentage Budget-Rem	2015 Actual To: December	2015 Actual Year End
FISCAL YEAR REMAINING% :				0.0%		
REVENUE						
Government grants	(\$1,577.00)		\$1,577.00	0.00%	(\$1,540.00)	(\$1,540.00)
Contribution from own funds	(\$65,000.00)		\$65,000.00	0.00%		
	(\$66,577.00)	\$0.00	\$66,577.00	0.00%	(\$1,540.00)	(\$1,540.00)
EXPENDITURES						
Salaries	\$672,428.03	\$704,555.00	\$32,126.97	4.56%	\$663,293.47	\$663,293.47
Benefits	\$653,501.09	\$493,815.00	(\$159,686.09)	(32.34%)	\$626,489.17	\$626,489.17
TOTAL SALARIES/BENEFITS	\$1,325,929.12	\$1,198,370.00	(\$127,559.12)	(10.64%)	\$1,289,782.64	\$1,289,782.64
Travel and training	\$102,822.38	\$55,800.00	(\$47,022.38)	(84.27%)	\$43,085.41	\$43,085.41
Materials and supplies	\$34,136.41	\$52,185.00	\$18,048.59	34.59%	\$30,531.06	\$30,531.06
Maintenance and repairs	\$1,392.83	\$3,300.00	\$1,907.17	57.79%	\$4,177.74	\$4,177.74
Purchased and contracted services	\$274,252.19	\$285,390.00	\$11,137.81	3.90%	\$264,080.51	\$264,080.51
Transfer to own funds	\$50,000.00		(\$50,000.00)	0.00%	\$45,886.80	\$45,886.80
Capital expense	\$8,867.36	\$12,785.00	\$3,917.64	30.64%	\$9,018.72	\$9,018.72
Depreciation			\$0.00	0.00%	\$2,467.35	\$2,467.35
TOTAL OTHER EXPENSES	\$471,471.17	\$409,460.00	(\$62,011.17)	(15.14%)	\$399,247.59	\$399,247.59
	\$1,797,400.29	\$1,607,830.00	(\$189,570.29)	(11.79%)	\$1,689,030.23	\$1,689,030.23
NET (REVENUE)/EXPENDITURE	\$1,730,823.29	\$1,607,830.00	(\$122,993.29)	(7.65%)	\$1,687,490.23	\$1,687,490.23

CLERK'S DEPT

2016 - YEAR ENDED
DEC 31, 2016

	YTD Actual	Budget 2016	Variance	Percentage Budget-Rem 0.0%	2015 Actual To: December	2015 Actual Year End
FISCAL YEAR REMAINING% :						
REVENUE						
Fees and user charges	(\$45,250.00)	(\$50,000.00)	(\$4,750.00)	9.50%	(\$44,625.00)	(\$44,625.00)
Other income	(\$1,777.91)	(\$1,800.00)	(\$22.09)	1.23%	(\$16,898.52)	(\$16,898.52)
	(\$47,027.91)	(\$51,800.00)	(\$4,772.09)	9.21%	(\$61,523.52)	(\$61,523.52)
EXPENDITURES						
Salaries	\$680,964.95	\$685,435.00	\$4,470.05	0.65%	\$638,167.78	\$638,167.78
Benefits	\$150,514.30	\$166,955.00	\$16,440.70	9.85%	\$154,245.35	\$154,245.35
TOTAL SALARIES/BENEFITS	\$831,479.25	\$852,390.00	\$20,910.75	2.45%	\$792,413.13	\$792,413.13
Travel and training	\$3,938.09	\$6,595.00	\$2,656.91	40.29%	\$6,101.32	\$6,101.32
Election	\$808.82	\$2,500.00	\$1,691.18	67.65%		
Vehicle allowance, maintenance and repairs	\$299.34	\$550.00	\$250.66	45.57%	\$405.34	\$405.34
Materials and supplies	\$79,075.23	\$114,230.00	\$35,154.77	30.78%	\$119,565.72	\$119,565.72
Maintenance and repairs	\$2,348.94	\$3,550.00	\$1,201.06	33.83%	\$1,538.72	\$1,538.72
Goods for resale	\$20,448.00	\$19,200.00	(\$1,248.00)	(6.50%)	\$9,600.00	\$9,600.00
Rents and leases	\$1,009.50	\$7,625.00	\$6,615.50	86.76%	\$7,706.91	\$7,706.91
Financial expenses	\$447.55		(\$447.55)	0.00%	\$420.57	\$420.57
Purchased and contracted services	\$112,068.51	\$112,870.00	\$801.49	0.71%	\$92,649.36	\$92,649.36
Grants to others	\$994.60	\$2,000.00	\$1,005.40	50.27%	\$139.56	\$139.56
Transfer to own funds	\$63,534.83	\$60,000.00	(\$3,534.83)	(5.89%)	\$66,205.09	\$66,205.09
Capital expense		\$5,000.00	\$5,000.00	100.00%	\$175.60	\$175.60
Depreciation			\$0.00	0.00%	\$2,928.46	\$2,928.46
TOTAL OTHER EXPENSES	\$284,973.41	\$334,120.00	\$49,146.59	14.71%	\$307,436.65	\$307,436.65
	\$1,116,452.66	\$1,186,510.00	\$70,057.34	5.90%	\$1,099,849.78	\$1,099,849.78
NET (REVENUE)/EXPENDITURE	\$1,069,424.75	\$1,134,710.00	\$65,285.25	5.75%	\$1,038,326.26	\$1,038,326.26

FINANCE DEPT

2016 - YEAR ENDED
DEC 31, 2016

	YTD Actual	Budget 2016	Variance	Percentage Budget-Rem 0.0%	2015 Actual To: December	2015 Actual Year End
FISCAL YEAR REMAINING% :						
REVENUE						
Fees and user charges	(\$220,472.46)	(\$271,625.00)	(\$51,152.54)	18.83%	(\$271,771.88)	(\$271,771.88)
Government grants	(\$506,865.69)		\$506,865.69	0.00%		
Contribution from own funds	(\$277,669.46)		\$277,669.46	0.00%	(\$55,482.89)	(\$55,482.89)
Other income	(\$133,162.87)	(\$100,870.00)	\$32,292.87	(32.01%)	(\$110,658.03)	(\$110,658.03)
	(\$1,138,170.48)	(\$372,495.00)	\$765,675.48	(205.55%)	(\$437,912.80)	(\$437,912.80)
EXPENDITURES						
Salaries	\$2,835,352.75	\$2,912,485.00	\$77,132.25	2.65%	\$2,788,871.81	\$2,788,871.81
Benefits	\$680,660.41	\$766,985.00	\$86,324.59	11.26%	\$686,942.83	\$686,942.83
TOTAL SALARIES/BENEFITS	\$3,516,013.16	\$3,679,470.00	\$163,456.84	4.44%	\$3,475,814.64	\$3,475,814.64
Travel and training	\$5,538.61	\$13,800.00	\$8,261.39	59.87%	\$12,551.04	\$12,551.04
Vehicle allowance, maintenance and repairs	\$326.79	\$1,200.00	\$873.21	72.77%	\$560.77	\$560.77
Materials and supplies	(\$4,203.75)	\$24,455.00	\$28,658.75	117.19%	(\$20,949.43)	(\$20,949.43)
Maintenance and repairs	\$650,833.66	\$491,930.00	(\$158,903.66)	(32.30%)	\$469,170.96	\$469,170.96
Financial expenses	\$4,911,635.29	\$2,394,500.00	(\$2,517,135.29)	(105.12%)	\$6,607,414.60	\$6,607,414.60
Purchased and contracted services	\$534,403.72	\$531,000.00	(\$3,403.72)	(0.64%)	\$541,679.66	\$541,679.66
Capital expense	\$85,439.49	\$128,695.00	\$43,255.51	33.61%	\$74,645.56	\$74,645.56
Depreciation			\$0.00	0.00%	\$431,594.25	\$431,594.25
TOTAL OTHER EXPENSES	\$6,183,973.81	\$3,585,580.00	(\$2,598,393.81)	(72.47%)	\$8,116,667.41	\$8,116,667.41
	\$9,699,986.97	\$7,265,050.00	(\$2,434,936.97)	(33.52%)	\$11,592,482.05	\$11,592,482.05
NET (REVENUE)/EXPENDITURE	\$8,561,816.49	\$6,892,555.00	(\$1,669,261.49)	(24.22%)	\$11,154,569.25	\$11,154,569.25

LEGAL DEPT

2016 - YEAR ENDED
DEC 31, 2016

	YTD Actual	Budget 2016	Variance	Percentage Budget-Rem	2015 Actual To: December	2015 Actual Year End
FISCAL YEAR REMAINING% :				0.0%		
REVENUE						
Fees and user charges	(\$2,183,792.69)	(\$2,178,765.00)	\$5,027.69	(0.23%)	(\$2,218,858.53)	(\$2,218,858.53)
Interest and Investment income	(\$7,455.53)		\$7,455.53	0.00%	(\$11,161.09)	(\$11,161.09)
	(\$2,191,248.22)	(\$2,178,765.00)	\$12,483.22	(0.57%)	(\$2,230,019.62)	(\$2,230,019.62)
EXPENDITURES						
Salaries	\$967,702.45	\$998,480.00	\$30,777.55	3.08%	\$943,054.48	\$943,054.48
Benefits	\$225,004.11	\$256,575.00	\$31,570.89	12.30%	\$205,539.79	\$205,539.79
TOTAL SALARIES/BENEFITS	\$1,192,706.56	\$1,255,055.00	\$62,348.44	4.97%	\$1,148,594.27	\$1,148,594.27
Travel and training	\$14,787.93	\$18,735.00	\$3,947.07	21.07%	\$12,842.59	\$12,842.59
Vehicle allowance, maintenance and repairs		\$250.00	\$250.00	100.00%		
Materials and supplies	\$75,658.31	\$76,295.00	\$636.69	0.83%	\$68,680.72	\$68,680.72
Maintenance and repairs		\$4,000.00	\$4,000.00	100.00%	\$7,259.40	\$7,259.40
Rents and leases	\$73,636.32	\$78,075.00	\$4,438.68	5.69%	\$75,506.27	\$75,506.27
Taxes and licenses	\$1,827,887.88	\$1,791,000.00	(\$36,887.88)	(2.06%)	\$1,893,362.28	\$1,893,362.28
Purchased and contracted services	\$298,011.42	\$305,000.00	\$6,988.58	2.29%	\$291,060.99	\$291,060.99
Transfer to own funds	\$127,822.83	\$107,025.00	(\$20,797.83)	(19.43%)	\$113,525.71	\$113,525.71
Capital expense	\$2,203.67	\$9,000.00	\$6,796.33	75.51%	\$2,646.92	\$2,646.92
Depreciation			\$0.00	0.00%	\$4,065.30	\$4,065.30
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%	\$2,576.48	\$2,576.48
TOTAL OTHER EXPENSES	\$2,420,008.36	\$2,389,380.00	(\$30,628.36)	(1.28%)	\$2,471,526.66	\$2,471,526.66
	\$3,612,714.92	\$3,644,435.00	\$31,720.08	0.87%	\$3,620,120.93	\$3,620,120.93
NET (REVENUE)/EXPENDITURE	\$1,421,466.70	\$1,465,670.00	\$44,203.30	3.02%	\$1,390,101.31	\$1,390,101.31

FIRE SERVICES

2016 - YEAR ENDED
DEC 31, 2016

	YTD Actual	Budget 2016	Variance	Percentage Budget-Rem	2015 Actual To: December	2015 Actual Year End
FISCAL YEAR REMAINING% :				0.0%		
REVENUE						
Fees and user charges	(\$6,576,436.06)	(\$4,109,105.00)	\$2,467,331.06	(60.05%)	(\$4,970,483.26)	(\$4,970,483.26)
Government grants	(\$1,577.00)		\$1,577.00	0.00%	(\$1,540.00)	(\$1,540.00)
Contribution from own funds	(\$596,646.00)		\$596,646.00	0.00%		
Other income	(\$2,083.62)		\$2,083.62	0.00%	(\$1,117.83)	(\$1,117.83)
	(\$7,176,742.68)	(\$4,109,105.00)	\$3,067,637.68	(74.65%)	(\$4,973,141.09)	(\$4,973,141.09)
EXPENDITURES						
Salaries	\$14,756,193.23	\$12,397,940.00	(\$2,358,253.23)	(19.02%)	\$13,144,821.89	\$13,144,821.89
Benefits	\$4,816,630.12	\$3,143,815.00	(\$1,672,815.12)	(53.21%)	\$3,269,408.77	\$3,269,408.77
TOTAL SALARIES/BENEFITS	\$19,572,823.35	\$15,541,755.00	(\$4,031,068.35)	(25.94%)	\$16,414,230.66	\$16,414,230.66
Travel and training	\$59,266.90	\$103,205.00	\$43,938.10	42.57%	\$54,936.17	\$54,936.17
Vehicle allowance, maintenance and repairs	\$204,317.33	\$148,751.00	(\$55,566.33)	(37.36%)	\$169,914.09	\$169,914.09
Utilities and Fuel	\$308,916.72	\$287,575.00	(\$21,341.72)	(7.42%)	\$294,278.20	\$294,278.20
Materials and supplies	\$271,164.79	\$329,887.00	\$58,722.21	17.80%	\$357,666.38	\$357,666.38
Maintenance and repairs	\$210,755.84	\$208,035.00	(\$2,720.84)	(1.31%)	\$193,871.95	\$193,871.95
Rents and leases	\$1,214.52	\$1,875.00	\$660.48	35.23%	\$2,429.04	\$2,429.04
Taxes and licenses	\$49,676.00	\$46,650.00	(\$3,026.00)	(6.49%)	\$51,025.00	\$51,025.00
Financial expenses	\$3,646.59	\$2,500.00	(\$1,146.59)	(45.86%)	\$2,331.29	\$2,331.29
Purchased and contracted services	\$105,827.21	\$101,925.00	(\$3,902.21)	(3.83%)	\$133,370.56	\$133,370.56
Transfer to own funds	\$362,853.16	\$303,000.00	(\$59,853.16)	(19.75%)	\$374,954.37	\$374,954.37
Capital expense	\$5,702.22	\$27,675.00	\$21,972.78	79.40%	\$17,059.58	\$17,059.58
Depreciation			\$0.00	0.00%	\$392,218.52	\$392,218.52
Less: recoverable costs			\$0.00	0.00%	(\$47,987.57)	(\$47,987.57)
TOTAL OTHER EXPENSES	\$1,583,341.28	\$1,561,078.00	(\$22,263.28)	(1.43%)	\$1,996,067.58	\$1,996,067.58
	\$21,156,164.63	\$17,102,833.00	(\$4,053,331.63)	(23.70%)	\$18,410,298.24	\$18,410,298.24
NET (REVENUE)/EXPENDITURE	\$13,979,421.95	\$12,993,728.00	(\$985,693.95)	(7.59%)	\$13,437,157.15	\$13,437,157.15

POLICE SERVICES

2016 - YEAR ENDED
DEC 31, 2016

	YTD Actual	Budget 2016	Variance	Percentage Budget-Rem 0.0%	2015 Actual To: December	2015 Actual Year End
FISCAL YEAR REMAINING% :						
REVENUE						
Fees and user charges	(\$448,946.49)	(\$338,805.00)	\$110,141.49	(32.51%)	(\$418,560.45)	(\$418,560.45)
Government grants	(\$1,737,922.08)	(\$1,575,165.00)	\$162,757.08	(10.33%)	(\$1,515,094.24)	(\$1,515,094.24)
Contribution from own funds	(\$962,255.08)		\$962,255.08	0.00%	(\$194,776.99)	(\$194,776.99)
Other income	(\$303,169.65)		\$303,169.65	0.00%	(\$351,673.74)	(\$351,673.74)
	<u>(\$3,452,293.30)</u>	<u>(\$1,913,970.00)</u>	<u>\$1,538,323.30</u>	<u>(80.37%)</u>	<u>(\$2,480,105.42)</u>	<u>(\$2,480,105.42)</u>
EXPENDITURES						
Salaries	\$18,670,933.75	\$17,410,011.00	(\$1,260,922.75)	(7.24%)	\$17,664,970.61	\$17,664,970.61
Benefits	\$4,214,977.69	\$4,415,940.00	\$200,962.31	4.55%	\$4,278,044.78	\$4,278,044.78
TOTAL SALARIES/BENEFITS	<u>\$22,885,911.44</u>	<u>\$21,825,951.00</u>	<u>(\$1,059,960.44)</u>	<u>(4.86%)</u>	<u>\$21,943,015.39</u>	<u>\$21,943,015.39</u>
Travel and training	\$314,367.56	\$393,270.00	\$78,902.44	20.06%	\$266,278.38	\$266,278.38
Vehicle allowance, maintenance and repairs	\$456,582.85	\$539,665.00	\$83,082.15	15.40%	\$461,280.09	\$461,280.09
Utilities and Fuel	\$373,357.36	\$380,800.00	\$7,442.64	1.95%	\$359,175.14	\$359,175.14
Materials and supplies	\$811,481.27	\$782,340.00	(\$29,141.27)	(3.72%)	\$671,966.60	\$671,966.60
Maintenance and repairs	\$270,166.07	\$270,765.00	\$598.93	0.22%	\$364,060.94	\$364,060.94
Rents and leases	\$136,092.60	\$120,000.00	(\$16,092.60)	(13.41%)	\$96,324.39	\$96,324.39
Taxes and licenses	\$104,298.53	\$89,825.00	(\$14,473.53)	(16.11%)	\$90,934.07	\$90,934.07
Financial expenses	\$1,886.59		(\$1,886.59)	0.00%	\$1,658.03	\$1,658.03
Purchased and contracted services	\$594,751.17	\$519,575.00	(\$75,176.17)	(14.47%)	\$395,466.77	\$395,466.77
Transfer to own funds	\$165,000.00	\$165,000.00	\$0.00	0.00%	\$165,000.00	\$165,000.00
Capital expense	\$643,505.09	\$678,932.00	\$35,426.91	5.22%	\$673,394.81	\$673,394.81
Depreciation		\$0.00	\$0.00	0.00%	\$615,970.66	\$615,970.66
TOTAL OTHER EXPENSES	<u>\$3,871,489.09</u>	<u>\$3,940,172.00</u>	<u>\$68,682.91</u>	<u>1.74%</u>	<u>\$4,161,509.88</u>	<u>\$4,161,509.88</u>
	<u>\$26,757,400.53</u>	<u>\$25,766,123.00</u>	<u>(\$991,277.53)</u>	<u>(3.85%)</u>	<u>\$26,104,525.27</u>	<u>\$26,104,525.27</u>
NET (REVENUE)/EXPENDITURE	\$23,305,107.23	\$23,852,153.00	\$547,045.77	2.29%	\$23,624,419.85	\$23,624,419.85

ENGINEERING & PLANNING

2016 - YEAR ENDED
DEC 31, 2016

	YTD Actual	Budget 2016	Variance	Percentage Budget-Rem	2015 Actual To: December	2015 Actual Year End
FISCAL YEAR REMAINING% :				0.0%		
REVENUE						
Fees and user charges	(\$994,235.66)	(\$997,460.43)	(\$3,224.77)	0.32%	(\$984,470.86)	(\$984,470.86)
Government grants	(\$268,657.77)	(\$35,000.00)	\$233,657.77	(667.59%)	(\$440,123.23)	(\$440,123.23)
Contribution from own funds	(\$203,950.70)	(\$268,340.00)	(\$64,389.30)	24.00%	(\$272,879.56)	(\$272,879.56)
Other income	(\$5,223.54)		\$5,223.54	0.00%	(\$10,042.11)	(\$10,042.11)
	<u>(\$1,472,067.67)</u>	<u>(\$1,300,800.43)</u>	<u>\$171,267.24</u>	<u>(13.17%)</u>	<u>(\$1,707,515.76)</u>	<u>(\$1,707,515.76)</u>
EXPENDITURES						
Salaries	\$3,607,012.88	\$3,598,905.00	(\$8,107.88)	(0.23%)	\$3,403,488.88	\$3,403,488.88
Benefits	\$793,965.20	\$890,170.00	\$96,204.80	10.81%	\$787,953.74	\$787,953.74
TOTAL SALARIES/BENEFITS	<u>\$4,400,978.08</u>	<u>\$4,489,075.00</u>	<u>\$88,096.92</u>	<u>1.96%</u>	<u>\$4,191,442.62</u>	<u>\$4,191,442.62</u>
Travel and training	\$19,762.31	\$35,265.00	\$15,502.69	43.96%	\$35,757.99	\$35,757.99
Vehicle allowance, maintenance and repairs	\$15,967.01	\$24,200.00	\$8,232.99	34.02%	\$44,954.93	\$44,954.93
Utilities and Fuel	\$5,103,304.40	\$5,812,700.00	\$709,395.60	12.20%	\$5,468,162.03	\$5,468,162.03
Materials and supplies	\$206,523.62	\$305,474.00	\$98,950.38	32.39%	\$465,126.84	\$465,126.84
Maintenance and repairs	\$225,587.66	\$256,760.00	\$31,172.34	12.14%	\$226,428.19	\$226,428.19
Rents and leases	\$85,000.00	\$85,000.00	\$0.00	0.00%	\$100,000.00	\$100,000.00
Financial expenses	\$465.61	\$500.00	\$34.39	6.88%	\$620.54	\$620.54
Purchased and contracted services	\$3,477,541.74	\$3,554,945.00	\$77,403.26	2.18%	\$3,683,488.36	\$3,683,488.36
Grants to others	\$250,336.87		(\$250,336.87)	0.00%	\$130,045.17	\$130,045.17
Transfer to own funds	\$2,252,912.09	\$1,368,000.00	(\$884,912.09)	(64.69%)	\$1,384,504.37	\$1,384,504.37
Capital expense	\$46,461.00	\$50,140.00	\$3,679.00	7.34%	\$30,400.97	\$30,400.97
Depreciation			\$0.00	0.00%	\$10,433,682.59	\$10,433,682.59
Gain/Loss on Disposal of Capital Assets			\$0.00	0.00%	\$151.69	\$151.69
TOTAL OTHER EXPENSES	<u>\$11,683,862.31</u>	<u>\$11,492,984.00</u>	<u>(\$190,878.31)</u>	<u>(1.66%)</u>	<u>\$22,003,323.67</u>	<u>\$22,003,323.67</u>
	<u>\$16,084,840.39</u>	<u>\$15,982,059.00</u>	<u>(\$102,781.39)</u>	<u>(0.64%)</u>	<u>\$26,194,766.29</u>	<u>\$26,194,766.29</u>
NET (REVENUE)/EXPENDITURE	<u>\$14,612,772.72</u>	<u>\$14,681,258.57</u>	<u>\$68,485.85</u>	<u>0.47%</u>	<u>\$24,487,250.53</u>	<u>\$24,487,250.53</u>

PWT

2016 - YEAR ENDED
DEC 31, 2016

	YTD Actual	Budget 2016	Variance	Percentage Budget-Rem	2015 Actual To: December	2015 Actual Year End
FISCAL YEAR REMAINING% :				0.0%		
REVENUE						
Fees and user charges	(\$6,390,944.95)	(\$6,613,625.00)	(\$222,680.05)	3.37%	(\$6,530,369.39)	(\$6,530,369.39)
Government grants	(\$1,842,803.74)	(\$1,747,220.00)	\$95,583.74	(5.47%)	(\$1,861,541.02)	(\$1,861,541.02)
Contribution from own funds	(\$140,099.79)	(\$180,500.00)	(\$40,400.21)	22.38%	(\$160,912.53)	(\$160,912.53)
Other income	(\$120,027.12)	(\$19,500.00)	\$100,527.12	(515.52%)	(\$116,379.62)	(\$116,379.62)
	<u>(\$8,493,875.60)</u>	<u>(\$8,560,845.00)</u>	<u>(\$66,969.40)</u>	<u>0.78%</u>	<u>(\$8,669,202.56)</u>	<u>(\$8,669,202.56)</u>
EXPENDITURES						
Salaries	\$19,550,964.37	\$19,967,930.48	\$416,966.11	2.09%	\$19,936,546.54	\$19,936,546.54
Benefits	\$5,184,453.98	\$5,864,192.58	\$679,738.60	11.59%	\$5,451,645.10	\$5,451,645.10
TOTAL SALARIES/BENEFITS	<u>\$24,735,418.35</u>	<u>\$25,832,123.06</u>	<u>\$1,096,704.71</u>	<u>4.25%</u>	<u>\$25,388,191.64</u>	<u>\$25,388,191.64</u>
Travel and training	\$68,970.99	\$98,055.00	\$29,084.01	29.66%	\$55,094.34	\$55,094.34
Vehicle allowance, maintenance and repairs	\$3,572,552.03	\$3,010,363.40	(\$562,188.63)	(18.68%)	\$3,753,830.30	\$3,753,830.30
Utilities and Fuel	\$2,462,979.39	\$2,926,295.00	\$463,315.61	15.83%	\$2,852,069.59	\$2,852,069.59
Materials and supplies	\$3,817,163.24	\$3,811,951.00	(\$5,212.24)	(0.14%)	\$3,605,611.03	\$3,605,611.03
Maintenance and repairs	\$269,915.90	\$355,850.00	\$85,934.10	24.15%	\$309,700.22	\$309,700.22
Taxes and licenses	\$258,588.03	\$255,675.00	(\$2,913.03)	(1.14%)	\$262,662.51	\$262,662.51
Financial expenses	\$11,032.57	\$9,725.00	(\$1,307.57)	(13.45%)	\$10,372.59	\$10,372.59
Purchased and contracted services	\$3,503,737.26	\$3,527,145.00	\$23,407.74	0.66%	\$3,447,253.83	\$3,447,253.83
Transfer to own funds	\$1,528,777.43	\$1,751,640.00	\$222,862.57	12.72%	\$1,891,120.97	\$1,891,120.97
Capital expense	\$8,483.35	\$13,020.00	\$4,536.65	34.84%	\$9,485.72	\$9,485.72
Less: recoverable costs	(\$302,926.13)	(\$220,130.00)	\$82,796.13	(37.61%)	(\$419,195.08)	(\$419,195.08)
TOTAL OTHER EXPENSES	<u>\$15,199,274.06</u>	<u>\$15,539,589.40</u>	<u>\$340,315.34</u>	<u>2.19%</u>	<u>\$15,778,006.02</u>	<u>\$15,778,006.02</u>
	<u>\$39,934,692.41</u>	<u>\$41,371,712.46</u>	<u>\$1,437,020.05</u>	<u>3.47%</u>	<u>\$41,166,197.66</u>	<u>\$41,166,197.66</u>
NET (REVENUE)/EXPENDITURE	\$31,440,816.81	\$32,810,867.46	\$1,370,050.65	4.18%	\$32,496,995.10	\$32,496,995.10
Operations						
Winter Control: Roadways and Sidewalks	6,385,382.30	6,394,997.80	9,615.50	.15%		
Sanitary Sewers	1,695,747.09	1,837,630.00	141,882.91	7.72%		
Storm Sewers	439,921.91	536,563.06	96,641.15	18.01%		
Roadways and Sidewalks	3,027,259.32	3,189,782.20	162,522.88	5.10%		
Supervision and Overhead	3,063,509.87	3,018,560.00	(44,949.87)	(1.49%)		
Traffic & Communications	1,570,499.67	1,739,820.00	169,320.33	9.73%		
Carpentry	647,389.90	689,910.00	42,520.10	6.16%		
Administration	1,554,557.31	1,706,340.00	151,782.69	8.90%		
Buildings & Equipment	1,928,224.91	1,982,858.40	54,633.49	2.76%		
Waste Management	2,210,924.84	2,369,951.00	159,026.16	6.71%		
Parks	2,855,176.23	3,019,440.00	164,263.77	5.44%		
Cemetery	0.00	0.00	0.00	.00%		
School Guards	254,097.51	281,790.00	27,692.49	9.83%		
Transit	5,698,647.40	5,842,805.00	144,157.60	2.47%		
Parking	109,478.55	200,420.00	90,941.45	45.38%		
	31,440,816.81	32,810,867.46	1,370,050.65			

CSD

2016 - YEAR ENDED
DEC 31, 2016

	YTD Actual	Budget 2016	Variance	Percentage Budget-Rem 0.0%	2015 Actual To: December	2015 Actual Year End
FISCAL YEAR REMAINING% :						
REVENUE						
Fees and user charges	(\$5,241,868.43)	(\$4,812,100.00)	\$429,768.43	(8.93%)	(\$5,075,642.67)	(\$5,075,642.67)
Government grants	(\$156,062.11)	(\$104,180.00)	\$51,882.11	(49.80%)	(\$147,446.16)	(\$147,446.16)
Contribution from own funds	(\$15,574.33)		\$15,574.33	0.00%	(\$3,840.54)	(\$3,840.54)
Other income	(\$134,717.17)	(\$41,920.00)	\$92,797.17	(221.37%)	(\$39,909.46)	(\$39,909.46)
	(\$5,548,222.04)	(\$4,958,200.00)	\$590,022.04	(11.90%)	(\$5,266,838.83)	(\$5,266,838.83)
EXPENDITURES						
Salaries	\$5,870,057.02	\$5,621,752.00	(\$248,305.02)	(4.42%)	\$5,638,185.17	\$5,638,185.17
Benefits	\$1,119,936.13	\$1,084,684.00	(\$35,252.13)	(3.25%)	\$1,045,611.19	\$1,045,611.19
TOTAL SALARIES/BENEFITS	\$6,989,993.15	\$6,706,436.00	(\$283,557.15)	(4.23%)	\$6,683,796.36	\$6,683,796.36
Travel and training	\$12,542.80	\$14,935.00	\$2,392.20	16.02%	\$6,919.94	\$6,919.94
Vehicle allowance, maintenance and repairs	\$4,971.21	\$7,535.00	\$2,563.79	34.03%	\$3,955.86	\$3,955.86
Utilities and Fuel	\$1,617,907.36	\$1,380,400.00	(\$237,507.36)	(17.21%)	\$1,467,581.94	\$1,467,581.94
Materials and supplies	\$284,659.02	\$469,820.00	\$185,160.98	39.41%	\$213,058.31	\$213,058.31
Maintenance and repairs	\$786,265.42	\$867,480.00	\$81,214.58	9.36%	\$912,211.34	\$912,211.34
Program expenses	\$150,836.08	\$121,200.00	(\$29,636.08)	(24.45%)	\$148,929.21	\$148,929.21
Goods for resale	\$559,432.75	\$609,325.00	\$49,892.25	8.19%	\$541,787.70	\$541,787.70
Rents and leases	\$10,085.72	\$10,250.00	\$164.28	1.60%	\$10,085.72	\$10,085.72
Taxes and licenses	\$334.69	\$1,360.00	\$1,025.31	75.39%	\$1,005.13	\$1,005.13
Financial expenses	\$82,793.71	\$36,215.00	(\$46,578.71)	(128.62%)	\$67,364.51	\$67,364.51
Purchased and contracted services	\$198,896.22	\$214,075.00	\$15,178.78	7.09%	\$216,071.35	\$216,071.35
Grants to others	\$22,079.33	\$14,000.00	(\$8,079.33)	(57.71%)	\$7,140.10	\$7,140.10
Transfer to own funds	\$142,245.01	\$81,735.00	(\$60,510.01)	(74.03%)	\$117,753.09	\$117,753.09
Capital expense	\$93,360.36	\$42,170.00	(\$51,190.36)	(121.39%)	\$94,645.29	\$94,645.29
Depreciation			\$0.00	0.00%	\$1,731,964.69	\$1,731,964.69
TOTAL OTHER EXPENSES	\$3,966,409.68	\$3,870,500.00	(\$95,909.68)	(2.48%)	\$5,540,474.18	\$5,540,474.18
	\$10,956,402.83	\$10,576,936.00	(\$379,466.83)	(3.59%)	\$12,224,270.54	\$12,224,270.54
NET (REVENUE)/EXPENDITURE	\$5,408,180.79	\$5,618,736.00	\$210,555.21	3.75%	\$6,957,431.71	\$6,957,431.71
Recreation & Culture	1,268,027.10	1,439,661.00	171,633.90	11.92%		
Community Centres						
John Rhodes Community Centre	1,198,960.96	1,325,415.00	126,454.04	9.54%		
McMeeken Centre	119,946.38	140,065.00	20,118.62	14.36%		
Essar Centre	476,348.43	592,080.00	115,731.57	19.55%		
Northern Community Centre	(122,642.58)	(70,820.00)	51,822.58	(73.18%)		
Outdoor Pools/Concessions/Locks	114,588.98	143,180.00	28,591.02	19.97%		
Administration	986,132.03	1,027,640.00	41,507.97	4.04%		
Daycare	358,504.46	361,675.00	3,170.54	.88%		
Accessibility	216,112.65	223,360.00	7,247.35	3.24%		
Administration	792,202.38	436,480.00	(355,722.38)	(81.50%)		
	5,408,180.79	5,618,736.00	210,555.21			

SOCIAL SERVICES

2016 - YEAR ENDED
DEC 31, 2016

	YTD Actual	Budget 2016	Variance	Percentage Budget-Rem	2015 Actual To: December	2015 Actual Year End
FISCAL YEAR REMAINING% :				0.0%		
REVENUE						
Fees and user charges	(\$5,882,957.44)	(\$6,322,870.00)	(\$439,912.56)	6.96%	(\$7,944,571.48)	(\$7,944,571.48)
Government grants	(\$513,503.38)	(\$603,085.00)	(\$89,581.62)	14.85%	(\$358,849.19)	(\$358,849.19)
Other income	(\$1,000.00)		\$1,000.00	0.00%	(\$1,000.00)	(\$1,000.00)
	(\$6,397,460.82)	(\$6,925,955.00)	(\$528,494.18)	7.63%	(\$8,304,420.67)	(\$8,304,420.67)
EXPENDITURES						
Salaries	\$4,580,902.86	\$4,831,895.00	\$250,992.14	5.19%	\$5,951,770.06	\$5,951,770.06
Benefits	\$1,240,337.82	\$1,238,715.00	(\$1,622.82)	(0.13%)	\$1,543,682.31	\$1,543,682.31
TOTAL SALARIES/BENEFITS	\$5,821,240.68	\$6,070,610.00	\$249,369.32	4.11%	\$7,495,452.37	\$7,495,452.37
Travel and training	\$23,296.22	\$68,225.00	\$44,928.78	65.85%	\$42,254.81	\$42,254.81
Vehicle allowance, maintenance and repairs	\$6,790.88	\$12,710.00	\$5,919.12	46.57%	\$9,716.13	\$9,716.13
Utilities and Fuel	\$13,390.68	\$5,600.00	(\$7,790.68)	(139.12%)	\$27,561.24	\$27,561.24
Materials and supplies	\$334,291.84	\$186,295.00	(\$147,996.84)	(79.44%)	\$215,538.89	\$215,538.89
Maintenance and repairs	\$1,425.47	\$13,950.00	\$12,524.53	89.78%	\$1,339.73	\$1,339.73
Rents and leases	\$28,070.51	\$34,400.00	\$6,329.49	18.40%	\$209,549.33	\$209,549.33
Purchased and contracted services	\$80,458.04	\$114,290.00	\$33,831.96	29.60%	\$83,998.35	\$83,998.35
Grants to others	\$98,357.67	\$359,000.00	\$260,642.33	72.60%	\$139,290.88	\$139,290.88
Transfer to own funds	\$5,069.49		(\$5,069.49)	0.00%	\$65,736.11	\$65,736.11
Capital expense	\$30,101.26	\$97,875.00	\$67,773.74	69.25%	\$63,452.83	\$63,452.83
TOTAL OTHER EXPENSES	\$621,252.06	\$892,345.00	\$271,092.94	30.38%	\$858,438.30	\$858,438.30
	\$6,442,492.74	\$6,962,955.00	\$520,462.26	7.47%	\$8,353,890.67	\$8,353,890.67
NET (REVENUE)/EXPENDITURE	\$45,031.92	\$37,000.00	(\$8,031.92)	(21.71%)	\$49,470.00	\$49,470.00

LEVY BOARDS

2016 - YEAR ENDED
DEC 31, 2016

	YTD Actual	Budget 2016	Variance	Percentage Budget-Rem 0.0%	2015 Actual To: December	2015 Actual Year End
FISCAL YEAR REMAINING% :						
REVENUE						
Fees and user charges	(\$604,019.05)	(\$562,500.00)	\$41,519.05	(7.38%)	(\$721,348.00)	(\$721,348.00)
	(\$604,019.05)	(\$562,500.00)	\$41,519.05	(7.38%)	(\$721,348.00)	(\$721,348.00)
EXPENDITURES						
Grants to others	\$20,167,308.00	\$20,167,308.00	\$0.00	0.00%	\$18,992,833.50	\$18,992,833.50
TOTAL OTHER EXPENSES	\$20,167,308.00	\$20,167,308.00	\$0.00	0.00%	\$18,992,833.50	\$18,992,833.50
	\$20,167,308.00	\$20,167,308.00	\$0.00	0.00%	\$18,992,833.50	\$18,992,833.50
NET (REVENUE)/EXPENDITURE	\$19,563,288.95	\$19,604,808.00	\$41,519.05	0.21%	\$18,271,485.50	\$18,271,485.50

OUTSIDE AGENCIES

2016 - YEAR ENDED
DEC 31, 2016

	YTD			Percentage	2015	2015
	Actual	Budget	Variance	Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :		2016		0.0%	December	Year End
REVENUE						
Fees and user charges	(\$2,690.00)		\$2,690.00	0.00%	(\$2,738.00)	(\$2,738.00)
Government grants	(\$198,599.70)		\$198,599.70	0.00%	(\$159,021.40)	(\$159,021.40)
	(\$201,289.70)	\$0.00	\$201,289.70	0.00%	(\$161,759.40)	(\$161,759.40)
EXPENDITURES						
Materials and supplies			\$0.00	0.00%	\$11,292.42	\$11,292.42
Purchased and contracted services			\$0.00	0.00%	\$5.94	\$5.94
Grants to others	\$3,709,596.49	\$3,529,510.00	(\$180,086.49)	(5.10%)	\$3,663,350.81	\$3,663,350.81
Transfer to own funds	\$80,000.00	\$80,000.00	\$0.00	0.00%	\$80,000.00	\$80,000.00
TOTAL OTHER EXPENSES	\$3,789,596.49	\$3,609,510.00	(\$180,086.49)	(4.99%)	\$3,754,649.17	\$3,754,649.17
	\$3,789,596.49	\$3,609,510.00	(\$180,086.49)	(4.99%)	\$3,754,649.17	\$3,754,649.17
NET (REVENUE)/EXPENDITURE	\$3,588,306.79	\$3,609,510.00	\$21,203.21	0.59%	\$3,592,889.77	\$3,592,889.77

OUTSIDE AGENCIES - OTHER

2016 - YEAR ENDED
DEC 31, 2016

	YTD			Percentage	2015	2015
	Actual	Budget	Variance	Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :		2016		0.0%	December	Year End
REVENUE						
Fees and user charges	(\$168,962.48)	(\$200,000.00)	(\$31,037.52)	15.52%	(\$136,155.08)	(\$136,155.08)
Contribution from own funds	(\$84,481.24)	(\$100,000.00)	(\$15,518.76)	15.52%	(\$68,077.54)	(\$68,077.54)
	(\$253,443.72)	(\$300,000.00)	(\$46,556.28)	15.52%	(\$204,232.62)	(\$204,232.62)
EXPENDITURES						
Materials and supplies	\$253,443.73	\$300,000.00	\$46,556.27	15.52%	\$204,232.63	\$204,232.63
Grants to others	\$1,926,710.99	\$1,926,711.00	\$0.00	0.00%	\$2,093,746.56	\$2,093,746.56
TOTAL OTHER EXPENSES	\$2,180,154.72	\$2,226,711.00	\$46,556.27	2.09%	\$2,297,979.19	\$2,297,979.19
	\$2,180,154.72	\$2,226,711.00	\$46,556.27	2.09%	\$2,297,979.19	\$2,297,979.19
NET (REVENUE)/EXPENDITURE	\$1,926,711.00	\$1,926,711.00	(\$0.01)	(0.00%)	\$2,093,746.57	\$2,093,746.57

EDF

2016 - YEAR ENDED
DEC 31, 2016

	YTD Actual	Budget	Variance	Percentage Budget-Rem	2015 Actual To: December	2015 Actual Year End
FISCAL YEAR REMAINING% :		2016		0.0%		
REVENUE						
Contribution from own funds	(\$605,608.57)		\$605,608.57	0.00%	(\$117,584.07)	(\$117,584.07)
Other income			\$0.00	0.00%	(\$6,134.17)	(\$6,134.17)
	(\$605,608.57)	\$0.00	\$605,608.57	0.00%	(\$123,718.24)	(\$123,718.24)
EXPENDITURES						
Materials and supplies	\$605,608.57		(\$605,608.57)	0.00%	\$120,652.13	\$120,652.13
Transfer to own funds	\$500,000.00	\$500,000.00	\$0.00	0.00%	\$503,066.11	\$503,066.11
TOTAL OTHER EXPENSES	\$1,105,608.57	\$500,000.00	(\$605,608.57)	(121.12%)	\$623,718.24	\$623,718.24
	\$1,105,608.57	\$500,000.00	(\$605,608.57)	(121.12%)	\$623,718.24	\$623,718.24
NET (REVENUE)/EXPENDITURE	\$500,000.00	\$500,000.00	\$0.00	0.00%	\$500,000.00	\$500,000.00

CORPORATE

2016 - YEAR ENDED
DEC 31, 2016

	YTD			Percentage	2015	2015
	Actual	Budget	Variance	Budget-Rem	Actual To:	Actual
FISCAL YEAR REMAINING% :		2016		0.0%	December	Year End
REVENUE						
Taxation	(\$106,879,247.13)	(\$107,001,876.00)	(\$122,628.87)	0.11%	(\$104,989,219.88)	(\$104,989,219.88)
Payment in Lieu of taxes	(\$4,372,431.32)	(\$4,445,020.00)	(\$72,588.68)	1.63%	(\$4,363,763.72)	(\$4,363,763.72)
Fees and user charges	(\$11,728,207.02)	(\$12,342,000.00)	(\$613,792.98)	4.97%	(\$16,500,083.74)	(\$16,500,083.74)
Government grants	(\$15,335,000.00)	(\$15,335,000.00)	\$0.00	0.00%	(\$16,244,600.00)	(\$16,244,600.00)
Interest and Investment income	(\$5,444,668.61)	(\$4,305,000.00)	\$1,139,668.61	(26.47%)	(\$5,387,016.18)	(\$5,387,016.18)
Contribution from own funds	(\$1,789,362.71)	(\$1,789,000.00)	\$362.71	(0.02%)	(\$715,664.74)	(\$715,664.74)
Other income	(\$1,543,310.59)	(\$1,350,000.00)	\$193,310.59	(14.32%)	(\$1,588,591.34)	(\$1,588,591.34)
Prior year surplus	(\$550,000.00)	(\$550,000.00)	\$0.00	0.00%	(\$3,516,847.00)	(\$3,516,847.00)
Change in future employee benefits	(\$7,897.59)		\$7,897.59	0.00%		
	(\$147,650,124.97)	(\$147,117,896.00)	\$532,228.97	(0.36%)	(\$153,305,786.60)	(\$153,305,786.60)
EXPENDITURES						
Salaries	\$109.48		(\$109.48)	0.00%	\$75.00	\$75.00
Benefits	\$20,000.00	\$20,000.00	\$0.00	0.00%	\$26,000.00	\$26,000.00
TOTAL SALARIES/BENEFITS	\$20,109.48	\$20,000.00	(\$109.48)	(0.55%)	\$26,075.00	\$26,075.00
Materials and supplies	\$219,751.74	\$283,050.00	\$63,298.26	22.36%	\$199,021.87	\$199,021.87
Financial expenses	\$470,121.08		(\$470,121.08)	0.00%	\$746,526.24	\$746,526.24
Purchased and contracted services	\$51,192.76	\$36,000.00	(\$15,192.76)	(42.20%)	\$33,515.10	\$33,515.10
Grants to others	\$538,873.76	\$538,910.00	\$36.24	0.01%	\$553,223.76	\$553,223.76
Transfer to own funds	\$10,642,942.38	\$10,520,685.00	(\$122,257.38)	(1.16%)	\$14,893,976.52	\$14,893,976.52
TOTAL OTHER EXPENSES	\$11,922,881.72	\$11,378,645.00	(\$544,236.72)	(4.78%)	\$16,426,263.49	\$16,426,263.49
	\$11,942,991.20	\$11,398,645.00	(\$544,346.20)	(4.78%)	\$16,452,338.49	\$16,452,338.49
NET (REVENUE)/EXPENDITURE	(\$135,707,133.77)	(\$135,719,251.00)	(\$12,117.23)	0.01%	(\$136,853,448.11)	(\$136,853,448.11)

CAPITAL LEVY

2016 - YEAR ENDED
DEC 31, 2016

	YTD Actual	Budget 2016	Variance	Percentage Budget-Rem 0.0%	2015 Actual To: December	2015 Actual Year End
FISCAL YEAR REMAINING% :						
REVENUE						
Fees and user charges	(\$358,894.52)	(\$350,000.00)	\$8,894.52	(2.54%)	(\$375,627.62)	(\$375,627.62)
	(\$358,894.52)	(\$350,000.00)	\$8,894.52	(2.54%)	(\$375,627.62)	(\$375,627.62)
EXPENDITURES						
Long term debt	\$1,971,711.52	\$1,980,330.00	\$8,618.48	0.44%	\$2,230,334.48	\$2,230,334.48
Transfer to own funds	\$6,247,201.00	\$6,242,579.00	(\$4,622.00)	(0.07%)	\$6,275,218.00	\$6,275,218.00
TOTAL OTHER EXPENSES	\$8,218,912.52	\$8,222,909.00	\$3,996.48	0.05%	\$8,505,552.48	\$8,505,552.48
	\$8,218,912.52	\$8,222,909.00	\$3,996.48	0.05%	\$8,505,552.48	\$8,505,552.48
NET (REVENUE)/EXPENDITURE	\$7,860,018.00	\$7,872,909.00	\$12,891.00	0.16%	\$8,129,924.86	\$8,129,924.86



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

COUNCIL REPORT

April 10, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tom Vair, Deputy CAO

DEPARTMENT: Community Development and Enterprise Services

RE: Leasing of Space for Training/Fitness Centre within John Rhodes Community Centre

PURPOSE

The purpose of this report is to seek Council approval to lease space within the John Rhodes Community Centre for a Training/Fitness Centre.

BACKGROUND

The City was approached by a local company looking to establish a training/fitness Centre within John Rhodes Community Centre. Superior Hockey Training Inc. is a high performance training centre that offers: strength and conditioning training; sports vision training (using a Dynavision D2 board used to improve all vision skills. The company indicate this would be the only one in Northern Ontario and is used worldwide to help stroke victims and children with ADD, dyslexia and much more). In addition the firm will offer Firstbeat Heart Analytics; physiological testing and Windgate tests on any athlete looking to improve their cardiovascular conditioning and muscular profiling.

ANALYSIS

In 2011, an RFP was conducted for the space under consideration and only one response was received. The City entered into an agreement with an external firm who did not complete the term of the five year agreement. The space has remained vacant since November, 2015 (other than use for occasional training/events).

The space is 807 sq. ft. and the lease would start April 12th subject to signing on a one year renewable term. There will be no facility upgrades required and the tenant will also be responsible for rent, property taxes and cleaning costs. A security deposit will be collected and the tenant will operate during the regular hours of the John Rhodes Centre only.

Given the relatively small square footage and dollar amount; the fact the space has remained unrented since 2015 and that it will generate some revenue for the City, it is recommended Council proceed to lease the space to Superior Sports Training, Inc.

FINANCIAL IMPLICATIONS

The rental and tax assessment revenue is estimated to be approximately \$11,159.00 per year.

STRATEGIC PLAN / POLICY IMPACT

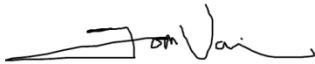
The activity aligns with the Corporate Strategic Plan to support Community Development and Partnerships by working with a new, local company to provide a service to residents. In addition, the activity will make use of existing assets to generate revenue for the City which will support operations.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2017-64 authorizing the execution of a lease agreement with Superior Sports Training, Inc. appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

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

Tom Vair

Deputy CAO, Community Development and Enterprise Services



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

COUNCIL REPORT

April 10, 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: Renewal of Sault Amateur Soccer Association Agreement

PURPOSE

The purpose of this report is to request City Council's support for the renewal of a five (5) year agreement with the Sault Amateur Soccer Association (SASA), for the use of Strathclair Park, commencing on May 1, 2017 and terminating on April 30, 2022.

BACKGROUND

The City of Sault Ste. Marie owns and operates Strathclair Park and SASA is the owner of the Strathclair Park field house.

The attached agreement details the roles and responsibilities of each party at Strathclair Park, to meet the needs of soccer. The new agreement includes the following updates:

1. Section 1 (a) – New 5 year term
2. Section 7 (d) – User fee By-law number 2016-180.
3. Section 17 (a) – Amount of insurance was changed from 2 million to 5 million

SASA is instrumental and the driving force in the development of soccer both recreationally and competitively in Sault Ste. Marie. They take a lead role in player & facility development. SASA has an ongoing commitment to the sport in our community and is a valuable partner with the City of Sault Ste. Marie in pursuit of sport excellence.

ANALYSIS

This section does not apply to this report

FINANCIAL IMPLICATIONS

There is no budgetary impact. The field house, located at Strathclair Park, is owned and operated by SASA and supports the soccer play at the complex providing the necessary on-site amenities and support services.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

“Resolved that the report of the Manager of Recreation and Culture dated April 10, 2017 concerning the Sault Amateur Soccer Association Agreement be received and that the agreement with Sault Amateur Soccer Association for the use of Strathclair Park be renewed for five (5) years commencing on May 1, 2017 and terminating on April 30, 2022 be approved.”

“The relevant By-law 2017-60 is listed 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

THIS AGREEMENT made in triplicate this 10th day of March, 2017.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Hereinafter called the "City"

OF THE FIRST PART

-and-

THE SAULT AMATEUR SOCCER ASSOCIATION
Hereinafter called "SASA"

OF THE SECOND PART

WHEREAS the City is the owner of lands more particularly described in Schedule "A" attached hereto and hereinafter referred to as Strathclair Park;

AND WHEREAS SASA is the owner of a structure located on Strathclair Park and delineated in red on the map attached here as Schedule "B" and hereinafter referred to as the Field House;

AND WHEREAS both Strathclair Park and the Field House meet the City's desire to accommodate spectators and players who utilize Strathclair Park;

NOW THEREFORE the Parties hereto agree as follows:

1. TERM

- (a) This Agreement shall be in effect for a term of five (5) years commencing on May 1, 2017 and terminating on April 30, 2022 (the "Term").

2. FIELD HOUSE MAINTENANCE

- (a) SASA shall ensure that the Field House complies with all relevant laws and regulations, including but not limited to the *Ontario Building Code Act*, *Liquor Licence Act*, *Occupier's Liability Act*, and any relevant municipal by-laws at their sole expense.
- (b) SASA shall be responsible for the maintenance, upkeep and renovations of the Field House except the Concession Area. SASA shall further be responsible for all costs, expenses and liabilities relating to the Field House except the Concession Area.
- (c) In the event that SASA fails to meet its maintenance requirements as set out in this Agreement in the City's sole view, the City may at its option effect the necessary maintenance, renovations or repairs and charge the cost of same back to SASA. Any such costs incurred by the City shall be payable by SASA immediately upon demand by the City.
- (d) SASA shall maintain, upkeep and repair the washrooms and change rooms areas located in the Field House at their sole expense. The City shall perform the day to day cleaning services for the Field House, including the washroom and change room areas. The said cleaning services shall occur only during regular season play. The City shall keep the washroom facilities appropriately stocked with soap and paper products.
- (e) SASA shall monitor the Field House and ensure that the Field House is kept secure. SASA agrees that security and supervision of the Field House shall be the sole responsibility and expense of SASA.
- (f) Both SASA and the City shall appoint contacts from their respective organizations for emergency purposes.

- (g) SASA shall be solely responsible for any and all PUC charges supplying the Field House and the Concession Area. Upon payment of the aforesaid PUC charges by SASA to the PUC, SASA shall on an annual basis during the Term of this Agreement provide the City with all necessary documentation to permit the City to calculate the PUC charges incurred by the City for its use and operation of the Concession Area. The City shall thereafter promptly reimburse SASA for the PUC charges incurred by the City for its use and operation of the Concession Area on an annual basis.

3. CONCESSION AREA

- (a) The City shall have the exclusive right to operate the Concession Area from the Field House located at Strathclair Park.
- (b) No food sales or other concessions shall be permitted on site at Strathclair Park without the prior written permission of the City. The City reserves the right to impose a charge calculated as a percentage of gross sales.
- (c) The City agrees to advance any profits from the concession sales to the Corporation of the City of Sault Ste. Marie Strathclair Park Development Account which is a reserve account for future capital expenditures.

4. TAXES

- (a) SASA shall be responsible for all taxes, including local improvements or other rates or levies of any kind or nature that may be levied or imposed on the Field House.

5. USE OF FIELDS

- (a) The City hereby permits SASA to utilize the soccer fields located at Strathclair Park during the Term, subject to the terms and conditions of this Agreement.
- (b) SASA agrees to use the soccer fields at Strathclair Park only for the uses as set out in the Facility Contract. Any breach by SASA of this Agreement or any provision of false or incorrect information by SASA to the City in seeking this Agreement will, in the sole discretion of the City, result in the immediate suspension and/or cancellation of this Agreement. All monies paid by SASA to the City may be retained by the City and applied towards any losses or damages incurred by the City as a result of the suspension and/or termination of this Agreement.
- (c) The City may permit community members other than SASA to use the soccer fields located at Strathclair Park. In the event that the City permits other community members to use the soccer fields at Strathclair Park, the City shall provide notice of the same to SASA.
- (d) SASA agrees to comply with any and all by-laws, policies, codes of behavior and regulations imposed by the City governing the use of the soccer fields located at Strathclair Park, and all applicable Federal and Provincial statutes and regulations at their sole expense.
- (e) SASA shall make all reasonable effort to ensure that players, participants and spectators use the fields and equipment in a manner fit for the appropriate purpose.
- (f) The City strongly recommends that SASA ensure all field users wear full CSA approved equipment as it applies to the sport of soccer.
- (g) SASA shall be responsible at their sole cost and expense for:

- a. the set up of the soccer fields at Strathclair Park, other than any set up activities that have been specifically designated to be the responsibility of the City in this Agreement;
 - b. ensuring that the soccer fields located at Strathclair Park are left clean before departing Strathclair Park;
 - c. ensuring that no damage/vandalism at Strathclair Park occurs during its use of Strathclair Park; and
 - d. the supply of all rented or privately owned property and equipment necessary for their use of the soccer fields at Strathclair Park.
- (h) The parties hereto acknowledge and agree that SASA owns the player shelter structures located at Strathclair Park. SASA shall maintain, upkeep and repair the player shelter structures located at Strathclair Park. Further, SASA shall ensure that the player shelter structures comply with all relevant laws and regulations, including any relevant municipal by-laws at their sole expense.
- (i) SASA hereby confirms that the City has not provided any representation, warranty or other assurance regarding the suitability of Strathclair Park or any part thereof, including any ancillary equipment, facility, field or playing surface (the "Facility Infrastructure") for use by SASA. SASA acknowledges that prior to each and every use of Strathclair Park or any part thereof, it has carried out a complete inspection of Strathclair Park and the Facility Infrastructure to satisfy itself concerning the suitability of same for its proposed use and further, that it is using Strathclair Park and the Facility Infrastructure on an "as is where is" basis on each occasion of use. In the event that the aforesaid inspection by SASA generates any concern as to the suitability of Strathclair Park for its use, SASA shall not use the Strathclair Park and shall report such concern(s) to the City

immediately in accordance with the notice provisions set out in paragraph 21 of this Agreement.

- (j) The parties hereto acknowledge and agree that the City and SASA are each signatory to a Letter of Understanding re: Irrigation System dated May 4, 2006 (the "Letter of Understanding") which sets out the rights and obligations between SASA and the City for the installation and maintenance of an irrigation system at Strathclair Park. The Letter of Understanding is appended hereto as Schedule "A" to this Agreement. The parties hereto acknowledge and agree that the rights, obligations and responsibilities of the City and SASA regarding the Strathclair Park Irrigation System are as set out in Schedule "A" to this Agreement.

6. SOCCER FIELD MAINTENANCE FOR DESIGNATED SOCCER FIELDS

- (a) The City shall be responsible for field maintenance at the designated soccer fields at Strathclair Park, specifically grass cutting, repairing of field potholes and field lining.
- (b) The City shall erect soccer nets on junior and senior posts on or before Victoria Day of each year of this Agreement. The City shall remove the said nets at the end of the scheduled soccer season.

7. SCHEDULE AND FEES

- (a) SASA shall appoint a representative to work in conjunction with City staff to determine field schedule needs.
- (b) The City shall schedule all soccer play for the summer season beginning from Victoria Day and up to and including Labour Day of each year of this Agreement ("Term of Usage"). Any soccer play beyond August 31st requires the prior

consent of the City. SASA acknowledges that it is the responsibility of SASA to ensure that its scheduling adheres to the Term of Usage as set out herein.

- (c) SASA's representative shall provide to the City all league schedules by the first Friday in May of each year of this Agreement. The said schedules shall include the location, date and time of play. The City shall schedule practices on receipt of practice requests from SASA following the Schedule of league play if time permits and the appropriate field is available.
- (d) The City shall impose fees for the use of soccer fields in accordance with By-law 2016-180 and amendments thereto.
- (e) The City may pre-empt and terminate SASA's use of the fields at any time in order that the City may use Strathclair Park for a specific purpose, without liability to the City. Whenever possible, every effort will be made to give reasonable advance notice of pre-emption and termination.

8. CANCELLATION

- (a) SASA shall be permitted to cancel field time with seven (7) days written notice to the City.
- (b) When SASA is not able to utilize the fields due to inclement weather, SASA shall notify the City by the end of the calendar month of the unused field time.
- (c) When the City does not intend to prepare the fields due to inclement weather, the City shall notify SASA within three (3) hours prior to the booking start time that the soccer fields are unplayable.

9. LIGHTING

- (a) The field lights are the exclusive possession of SASA.

- (b) SASA shall be responsible for the maintenance, upkeep and repair of the field lights. SASA is further responsible for all operating, maintenance and charges related to the field lights.
- (c) In the event that SASA fails to maintain, upkeep and/or repair the field lights in the City's sole view, the City may at its option effect the necessary maintenance or repairs and charge the cost of same back to SASA. Any such costs incurred by the City shall be payable by SASA immediately upon demand by the City.

10. WASTE AND NUISANCE

- (a) SASA agrees not to do or cause to be done, any action which would damage, waste, disfigure, or injure Strathclair Park or any part thereof, or otherwise cause a nuisance. Any such action to Strathclair Park by SASA or any of SASA's invitees, guests or participants in relation to or in connection with SASA's use of Strathclair Park or any other matters under this Agreement shall be the financial responsibility of SASA to repair. SASA agrees that the City will immediately undertake all work that the City, in its sole view, deems necessary to repair Strathclair Park. Any costs incurred by the City to repair Strathclair Park for such waste and nuisance as set out in this paragraph shall be payable by SASA immediately upon demand by the City.

11. ALCOHOLIC BEVERAGES

- (a) SASA agrees to adhere to the conditions in all municipal by-laws, policies and regulations and the provisions of the *Liquor Licence Act* and regulations made thereunder. Without limiting the generality of the forgoing, SASA shall abide by all requirements in the City's Municipal Alcohol Policy. In the event of any inconsistency, the more onerous provision shall apply.

12. LOTTERY LICENSES

- (a) SASA hereby acknowledges and agrees that any type of lottery scheme, such as a raffle, requires SASA to obtain a lottery license. SASA shall have full responsibility to ensure that it has satisfied all requirements for any lottery scheme and shall be liable for all taxes, permits, licenses, costs or assessments of every nature and kind whatsoever resulting therefrom.

13. ADDITIONAL CHARGES

- (a) Any charges for extra clean up required after the use by SASA of Strathclair Park, in the sole view of the City, are payable by SASA immediately upon demand by the City.

14. NO SMOKING BY-LAW 2003-7

- (a) SASA shall be solely responsible for compliance with this by-law.

15. SUPERVISION

- (a) SASA shall be responsible for the conduct and supervision of all persons attending or participating in the permitted use at Strathclair Park and shall ensure that all regulations are observed. Vandalism, littering, abusive language, smoking, use of alcohol, or any other illegal activity, shall be deemed as just cause to cancel this Agreement. Activities must be restricted to the permitted area and the permitted use. Supervision is required for minors until the last participant has vacated the facility.

16. LOST, DAMAGED OR STOLEN ITEMS

- (a) The City is not responsible for loss or theft of clothing, equipment, personal belongings or vehicles of SASA or any of SASA's invitees, guests or participants in relation to or in connection with SASA's use of Strathclair Park or any other matters under this Agreement.

17. INSURANCE

- (a) For the entire duration of the Term of this Agreement, SASA shall maintain at its sole expense, general liability insurance to the inclusive limit of not less than Five Million (\$5,000,000.00) Dollars per occurrence, insuring all claims for damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, however and whatsoever incurred, suffered or sustained in relation to in in connection with SASA's use of the Field House or Strathclair Park or any other matters under this Agreement, including any losses or damages which have been caused or contributed to by any breach of the *Occupier's Liability Act* on the part of the City, but not including intentional acts of the City.
- (b) For the entire duration of the Term of this Agreement, SASA shall maintain at its sole expense, property insurance for the Field House, insuring the Field House on a full replacement cost basis.
- (c) Each insurance policy shall name the City of Sault Ste. Marie as an "Additional Insured". A Certificate of Insurance to the satisfaction of the City, confirming the above coverages are in effect for the Term shall be provided to the City on or before April 1st of each calendar year.
- (d) SASA acknowledges and agrees that the City may require additional proof of insurance for tournament play.

- (e) The taking out of insurance shall not limit SASA's liability under this Agreement. SASA acknowledges and understands that liability insurance coverage responds only for the use of Strathclair Park and the Field House for the purpose(s) as specified in this Agreement.
- (f) SASA shall provide evidence of alternate insurance coverage for any use of Strathclair Park and the Field House for a non-sanctioned event.

18. LIMITED LIABILITY AND RELEASE

- (a) SASA hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and SASA further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to SASA or to anyone for whom SASA may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by SASA or any of SASA's permitted invitees, guests or participants in relation to or in connection with SASA's use of the Field House or Strathclair Field or any other matters under this Agreement except where the action, claim, demand, cost, loss or expense was caused or contributed to by an intentional act or independent negligence of the City.

19. INDEMNITY

- (a) SASA shall indemnify and save the City harmless, including the City's elected officials, officers, employees, agents and contractors from and against any loss, cost (including without restriction legal costs on a substantial indemnity basis) and expense incurred by the City because of any demand, action or claim brought against the City as a result of any loss of or damage to property,

personal injury or death, or any other losses or damages, both direct or indirect including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with SASA's use of Strathclair Park or the Field House or any others matters under this Agreement, including any losses or damages which have been caused or contributed to by any breach of the *Occupier's Liability Act* on the part of the City.

- (b) SASA shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Field House, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by SASA with such Laws, By-Laws, Rules and Regulations.
- (c) SASA shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the Field House.

20. DEFAULT AND TERMINATION

- (a) In the event of default the City may, at its option, terminate this Agreement. The following events constitute default:
 - (i) if SASA makes a material misrepresentation to the City in connection with this Agreement;
 - (ii) if SASA becomes bankrupt (voluntarily or involuntarily) or becomes subject to any proceeding seeking liquidation, rearrangement relief or relief of creditors;
 - (iii) if a receiver is appointed over any of SASA's property or undertakings; or

- (iv) a material breach of this Agreement.
- (b) SASA shall, at its sole expense, promptly remove all rented or privately owned property and personal effects from Strathclair Park at the end of the Term of this Agreement or upon earlier termination of this Agreement. In the event that SASA fails to promptly removal all rented or privately owned property and personal effects from Strathclair Park as set out herein, SASA acknowledges and agrees that the City may remove same and all charges for such removal shall be payable by SASA immediately upon demand by the City. The termination of this Agreement by expiry or otherwise shall not affect the liability of either party to the other with respect to any obligation under this Agreement which has accrued up to the date of such termination but not been properly satisfied or discharged.
- (c) Paragraphs 2, 4, 5(b)(g)(h)(i)(j), 9(d), 10, 12, 15-18, and 19(b) of this Agreement survive the termination of this Agreement.

21. **NOTICE**

- (a) Any notice required or permitted to be given under this Agreement must be in writing and may be given by delivering, mailing or e-mailing the notice to The Corporation of the City of Sault Ste. Marie, Community Services Department, 99 Foster Drive, Sault Ste. Marie, Ontario, P6A 5N1 and to Sault Amateur Soccer Association, 316 Elizabeth Street, Sault Ste. Marie, Ontario, P6A 6J3.
- (b) In the case of mailing the aforesaid notice, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the 4th business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the 1st day next following the dating of faxing. If the notice is sent by e-mail, the notice shall be deemed to have been received on the same day that the e-mail was sent.

22. ASSIGNMENT

- (a) This Agreement shall not be assigned by SASA without the prior written consent of the City.

23. AMENDMENTS

- (a) The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.

24. ENTIRE AGREEMENT

- (a) SASA acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement other than as set out in this Agreement and its Schedule, which constitutes the entire agreement between the parties concerning Strathclair Park and which may be modified only as set out in paragraph 23 above.

25. BINDING EFFECT

- (a) The terms and provisions of this contract shall extend to and be binding upon and enure to the benefit of the parties hereto and their successors and, where permitted, assigns.

26. GOVERNING LAW

- (a) The parties hereto acknowledge and agree that this Agreement is made in the Province of Ontario and the Courts of the Province of Ontario shall have jurisdiction in reference to any matters herein.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their hands and seals the 10th day of March, 2017.

SIGNED, SEALED and DELIVERED

In the presence to

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

SAULT AMATEUR SOCCER ASSOCIATION
Per:

PRESIDENT – CLIVE WILKINSON

VICE PRESIDENT – ANTHONY PACE

SCHEDULE "A"



File No. L-297

2006 05 04

Sault Amateur Soccer Association
316 Elizabeth Street
Sault Ste. Marie ON P6A 6J3

Dear Sirs:

Re: Letter of Understanding re Irrigation System

The purpose of this letter is to set out the rights and obligations between the Sault Amateur Soccer Association ("SASA") and the City of Sault Ste. Marie for the purposes of the installation and maintenance of an irrigation system at Strathclair Park soccer fields.

1. The parties agree that Strathclair Park and the soccer fields located thereon are owned by the City of Sault Ste. Marie.
2. The Strathclair soccer fields are used by SASA pursuant to an annual permit system established and applied by the City of Sault Ste. Marie.
3. SASA has expressed an interest in the development and improvement of the Strathclair soccer fields.
4. The parties agree that the installation of an irrigation system on the Strathclair soccer fields will work towards on-going Strathclair soccer field development and improvement.
5. By resolution dated April 24th, 2005, The Council for the Corporation of the City of Sault Ste. Marie has approved a \$40,000.00 grant to SASA to be put towards the installation of the said irrigation system.
6. SASA is prepared to arrange for and fund, with the assistance of the said \$40,000.00 grant, the installation of an irrigation system for the Strathclair soccer field.
7. SASA has retained STEM Engineering to design and supervise the installation of the irrigation system.
8. The SASA/Contractor is to provide detailed layout with GPS coordinates for the sprinkler system to the City.
9. The installation of the irrigation system is to commence on or about May 8, 2006.
10. SASA agrees to ensure that all steps in the installation of the irrigation system shall be completed with due care and in a timely fashion but at any rate before May 31, 2006.
11. SASA agrees to ensure that the Strathclair soccer fields are left in a proper condition and fit for the design purpose, to wit: soccer play. SASA agrees to be responsible for any damage resulting from the installation of the irrigation system.

12. The City agrees to provide any and all necessary maintenance of the irrigation system once it is duly installed.
13. SASA agrees to provide to the City proof of the contractor's liability insurance in the amount of \$5 million dollars. SASA will provide proof of said insurance to the City of Sault Ste. Marie on or before May 8, 2006.
14. The City agrees to forward the grant of \$40,000.00 upon receipt of proper invoicing for the installation of the irrigation system.
15. Any water charges associated with the irrigation system will be split between the City and SASA on a 50/50 ratio.

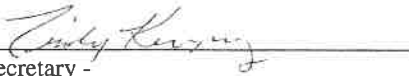
By signing below the parties hereto are indicating their acceptance of the foregoing terms and obligations set out herein.

Date: May ____, 2006.

SAULT AMATEUR SOCCER ASSOCIATION

Per:


President -


Secretary -

Date: May 10 2006

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

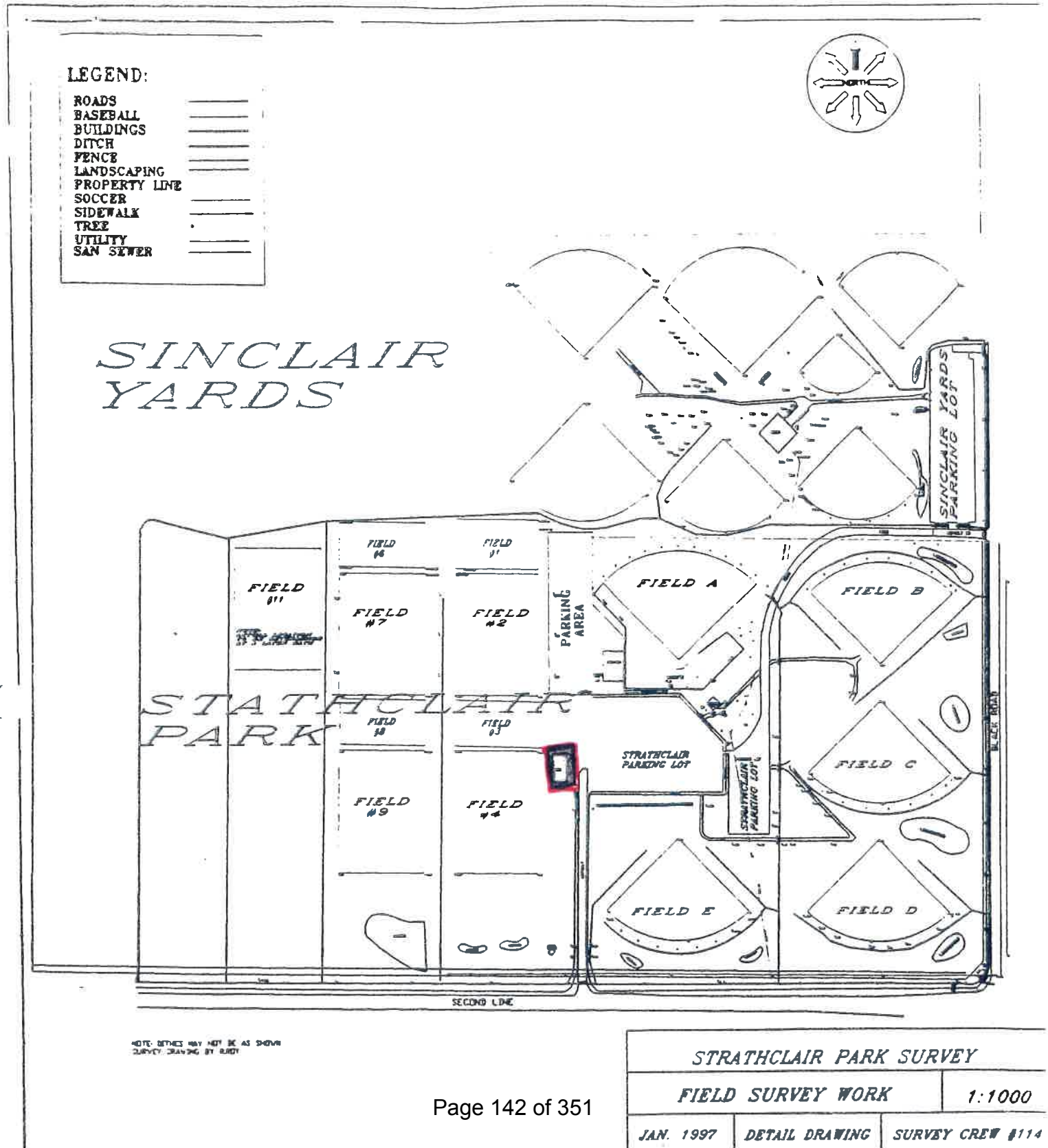
Per:


Nick Apostle, Commissioner, Community Services


Pat McAuley - Commissioner of Public Works
and Transportation

SCHEDULE "B"

All and Singular those certain parcels or tracts of land and premises situated, lying and being in the City of Sault Ste. Marie, in the District of Algoma and Province of Ontario and being composed of parts of the southwest quarter and the northwest quarter of Section 28 and part of the southeast quarter of the southeast quarter of Section 29, in the Township of Tarentorus, (now in the City of Sault Ste. Marie) containing a total area of 210.16 acres, and more particularly described in Instrument No. T-191211.





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

COUNCIL REPORT

April 10, 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: #youthesoo Event

PURPOSE

The purpose of this report is to seek Council's endorsement of the recommendation of the Mayor's Youth Advisory Council to allocate \$7,500 of their funding towards the #youthesoo event taking place on May 10 and 11, 2017.

BACKGROUND

On February 7, 2017 Mayor Provenzano received correspondence from The Algoma Arts Festival Association. The Algoma Arts Festival Association in collaboration with Huron-Superior District School Board and the Algoma District School Board will once again be hosting #youthesoo event which will reach over 5,000 children and youth across our Northern region on May 11, 2017. Together these partners will facilitate a youth empowerment gathering that will recognize our local young people for their role and service to a variety of causes. The three hour, energy filled event will feature international child and youth activists, motivational speakers and musical guests.

The first #youthesoo event took place on May 14, 2015. On May 11, 2015, City Council passed the following resolution:

Moved by: Councillor M. Shoemaker

Seconded: Councillor J. Krmpotich

"Whereas the first-ever #youthesoo youth empowerment event will be taking place at the Essar Centre on May 14, 2015; and

Whereas more than 5,000 youth from across Northeastern Ontario are expected to attend this event; and

Whereas organizing an event of this scale requires the outlay of significant financial and in-kind resources; and

Whereas the Outside Agencies and Grants to Others section of the City budget includes a Youth Fund that is allocated \$27,500 annually for Council to use at its discretion to support beneficial youth initiatives within the community; and

Whereas the #youthesoo event is such initiative;

Now therefore Be It Resolved that Council authorize the allocation of \$9,000 from the Youth Fund to support the #youthesoo event, and that these monies be used to offset the facility rental and set up costs of the Essar Centre that would otherwise be incurred by the organizers.”

In September of 2015 the Mayor’s Youth Advisory Council was formed and \$27,500 was transferred from Grants – Youth Partnerships to the Mayor’s Youth Advisory Council.

On March 20, 2017 City Council passed the following resolution:

Moved by: Councillor J. Hupponen

Seconded: Councillor L. Turco

“Be It Resolved that the appropriate staff be requested to review and report back to Council by April 10, 2017 as to the use of the Essar Centre by You the Soo 2017 at no charge on May 10 and 11, 2017.”

The Mayor’s Youth Advisory Council (MYAC) met on March 28, 2017 to discuss the request. MYAC was investigating hosting a one day workshop/symposium in May for youth in our community. The Council agreed to support the #youthesoo event instead and passed the following resolution:

Moved by: O.Keenan

Seconded: R. Sandvik

“Be It Resolved that the Mayor’s Youth Advisory Council support #youthesoo event with sponsorship in the amount of \$7500.00 be approved.”

ANALYSIS

City staff has reviewed options for providing the additional financial support needed to cover the costs associated with the Essar Centre for the #youthesoo event.

The Finance Department has reviewed this request to see if it would be eligible for funding through the financial assistance policy. The Algoma Arts Festival Association currently receives Cultural Financial Assistance to support the Algoma Fall Festival. The Financial Assistance Policy for Sustaining and Other

Grants only allows one request for financial assistance per year per applicant organization. Therefore, the Algoma Festival Arts Association is deemed ineligible for funding through the Financial Assistance Policy for Sustaining and Other Grants.

The Mayor's Youth Advisory Council unanimously supported the event at their March 28, 2017 meeting. The event had a tremendous impact in 2015 and the 2017 #youthesoo event will reach more than 5,000 youth in Sault Ste. Marie and the Algoma District.

FINANCIAL IMPLICATIONS

The Mayor's Youth Advisory Council has \$17,500 set aside annually for special projects which would be utilized to support the #youthesoo event. The allocation of \$7,500 towards the event will cover the costs associated with staffing (ushers, cleaning, set-up and take down) and contracted services (security, rigging, electrical requirements).

The Finance Department has indicated that the event does not qualify for financial assistance through the City's Financial Assistance Policy for Sustaining and Other Grants.

STRATEGIC PLAN / POLICY IMPACT

Focus Area: Quality of Life – Promote and Support Arts and Culture.

RECOMMENDATION

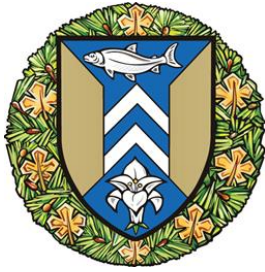
It is therefore recommended that Council take the following action:

"Resolved that the report of the Manager of Recreation and Culture dated April 10, 2017 concerning support of the #youthesoo event taking place on May 10 and 11, 2017 be received and that:the recommendation of the Mayor's Youth Advisory Council to allocate \$7,500 of their funding towards this event to offset costs associated with the use of the Essar Centre be approved."

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**

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

April 10, 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: Strathclair Lighting – Engineering Services

PURPOSE

The purpose of this report is to request Council approval to enter into an engineering agreement with NOR MECH Engineering Inc. for the Strathclair Lighting project.

BACKGROUND

The Strathclair lighting project began in 2009 when City Council approved \$90,000 in funding for the project. An electrical engineering consultant, NOR MECH Engineering Inc. was engaged to perform a detailed review of the project and provide a scope of work. The total project exceeded the \$90,000 allocation and staff began to work on a funding plan for the project.

In 2015 the project was tendered in conjunction with NOR MECH Engineering Inc. and the City Purchasing Division. Tenders closed on April 15, 2015 and came in over budget.

Staff provided an update to City Council on May 11, 2015. The project was put on hold and staff was asked to research funding from the seniors levels of government. In July of 2015 the City of Sault Ste. Marie submitted a grant application to the Canada 150 Community Infrastructure Program (CIP).

On February 6, 2017 a report was submitted to City Council. The City received notification that \$100,000 in funding through the Canada 150 Community Infrastructure Program had been approved. City Council passed the following resolution:

“Resolved that the report of the Manager of Recreation and Culture dated 2017 02 06 concerning Strathclair Park – Lighting for Slo-pitch Field A - CIP 150 Funding agreement be received and Council authorize staff to

enter into an agreement with the Industry Canada for CIP 150 funding in the amount of \$100,000 for the Strathclair Lighting project.

The next step is to engage a consultant to provide professional engineering services and begin the tender process.”

ANALYSIS

It is staff's recommendation that NOR MECH Engineering Inc. be retained to provide the professional services required for this project. NOR MECH Engineering has been the professional consultant for the Strathclair Lighting project since 2009.

FINANCIAL IMPLICATIONS

Professional services were included as part of the Strathclair lighting project budget. The breakdown of professional consulting engineering fees includes:

A) Review, Alter, Update Drawings/Specs and Prepare new Tender Package:
\$ 5,750.00

B) Tendering Phase: \$ 2,775.00

C) Contract Admin. / Field Review - Eng. Supervision Phase: \$ 10,975.00

The total for the project is estimated at \$19,500 + HST.

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 04 10 concerning Strathclair Lighting – Engineering Services be received and Council authorize staff to enter into an agreement with NOR MECH Engineering Inc. for professional consulting services be approved.”

“The relevant By-law 2017-62 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**

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

April 10, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Tonazzo, RPP, Senior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: Sourceprotection Municipal Implementation Fund Agreement: Amendment No. 3

PURPOSE

This Report requests Council's approval of an amendment to the Source Protection Funding Agreement with the Ministry of the Environment and Climate Change (MOECC).

BACKGROUND

In the wake of the Walkerton Tragedy, in 2006, the Province passed the Clean Water Act, which outlines a 'multi-barrier' approach to protecting drinking water resources.

The Clean Water Act established Source Protection Areas and Source Protection Committee's, tasked with creating Source Protection Plans aimed at protecting the groundwater aquifer from which the Community's Drinking Water is obtained.

In March 2015 the Sault Ste. Marie Area Source Protection Plan was approved by the Province. The Municipality is responsible for implementing the Plan. In 2015, the Planning Division was established as 'The Source Protection Office'. The Senior Planner was identified as the Risk Management Official (RMO) to implement the program, with assistance from the Sault Ste. Marie Region Conservation Authority.

Prior to the approval of the Source Protection Plan and establishment of the Source Protection Office, in December 2015 MOECC established a 'Source Protection Municipal Implementation Fund (SPMIF). The City received a total grant of \$80,000.

To date, there have been two amendments to the Grant Funding Agreement. The first amendment extended the funding deadline from December 2015 to

March 2017. The second amendment added a number of additional qualifying expenses.

ANALYSIS

Amendment No. 3 to the Grant Funding Agreement serves two purposes.

First, the Amendment further extends the spending deadline to March 31, 2018. It is worth noting that this Amendment is being applied to the majority of Source Protection Areas throughout the Province.

Second, the Amendment facilitates the transfer of \$12,500 of grant monies that were originally allocated to Prince Township, to Sault Ste. Marie. The re-allocation of these funds has been agreed to by Prince Township, and MOECC, to allow the local Source Protection Office (Planning Division) to continue to implement the Plan, as per the requirements of the Clean Water Act.

FINANCIAL IMPLICATIONS

Executing Amendment No. 3 to the Grant Funding Agreement will defer any costs for an additional year, and result in the transfer of an additional \$12,500 to fund the implementation of the Plan.

Upon completion of the SPMIF, the costs of implementation will ultimately be the responsibility of the Municipality. The Public Utilities Commission (PUC) have indicated a willingness to fund the program at the conclusion of the Grant Funding Agreement. At the conclusion of the agreement, costs are anticipated to be approximately \$20,000 per year.

STRATEGIC PLAN / POLICY IMPACT

Under the Clean Water Act, the Municipality is ultimately responsible for implementing the Sault Ste. Marie Area Source Protection Plan.

Protecting the city's drinking water aquifer relates to a number of Key Focus Areas within the Corporate Strategic Plan, including maintaining existing infrastructure, asset management and quality of life advantages.

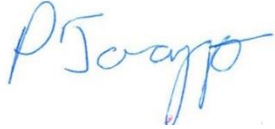
Execution of the attached agreement will benefit the City by continuing a current funding partnership with MOECC and Prince Township.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the Report of the Senior Planner dated 2017 04 10 be received and that Council approve Amendment No. 3 to the Grant Funding Agreement under the Source Protection Municipal Implementation Fund. The relevant By-law 2017-63 is listed under item 11 of the Agenda and will be ready with all by-laws under that item.

Respectfully submitted,



Peter Tonazzo, RPP
Senior Planner
705.750.2780
p.tonazzo@cityssm.on.ca

PT/ps



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

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

April 10, 2017

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Stormwater Management – Full Cost Recovery

PURPOSE

The purpose of this report is to obtain Council approval to issue a request for proposal for a background study and subsequent recommendations for potential full cost recovery for stormwater management.

BACKGROUND

The City is responsible for construction, operation and maintenance of stormwater infrastructure including storm sewers and appurtenances, aqueducts, outfalls, stormwater management ponds, culverts and ditches. Funding for this responsibility comes from a portion of the urban-only levy. Capital construction is approximately \$1.5M and operation/maintenance is \$570,000 annually. The annual amount on the levy is insufficient to meet the capital funding deficit associated with stormwater infrastructure.

Many municipalities are turning to alternate means of funding these works, most of which are implementing a municipal stormwater fee on utility bills. It is essentially a user fee similar to the sanitary fee currently collected from property owners on PUC bills.

In late 2016, the Environmental Commissioner of Ontario recommended that the Province require municipalities to recover full costs of stormwater management based on asset management plans.

ANALYSIS

Staff has considered the implementation of a municipal stormwater fee for some time. It would likely be based on property size and zoning, with some consideration for permeability of surfaces on site.

The vast majority of municipalities that have studied and implemented the fee have retained a professional consulting firm to complete a background study and make recommendations for implementation. The assignment would include

Stormwater Management – Full Cost Recovery

2017 04 10

Page 2

public consultation. Staff recommends that professional services be retained to complete this study.

FINANCIAL IMPLICATIONS

The estimate for the study is \$60,000. It is recommended that the funds be taken from the unallocated 2017 urban-only capital budget. It is noted that if a stormwater management fee is recommended and eventually implemented, the fee will recover full costs and thus transfer the cost from the tax base levy to a user fee. This will result in a net decrease to the tax levy of approximately \$2M (2%) percent.

STRATEGIC PLAN / POLICY IMPACT

This report is linked to the asset management component of the strategic plan.

RECOMMENDATION

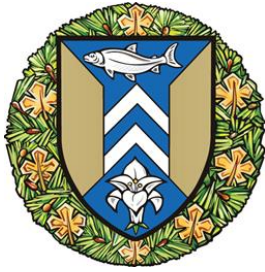
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated 2017 04 10 concerning stormwater management - full cost recovery be received, and the recommendation to issue a request for proposal for professional services be approved.

Respectfully submitted,

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

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



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

COUNCIL REPORT

April 10, 2017

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Don Elliott, Director of Engineering
DEPARTMENT: Public Works and Engineering Services
RE: Sackville Road Extension – Status

PURPOSE

The purpose of this report is to update Council on the history and current status of the Sackville Road project, to determine a path forward, and recommend a capital priorities planning workshop be considered with staff and Council.

BACKGROUND

The extension of Sackville Road is required to relieve congestion in the northern area of the City. Great Northern Road is the only north-south connection between People's Road and Black Road. The extension of Sackville was recommended in the City's Transportation Master Plan, and an environmental assessment was completed in December 2011 identifying it as the preferred alternative for relieving congestion on Great Northern Road. The project was subsequently included in the 2015-2019 capital program for construction in 2017. The project has been to Council through the EA, capital planning and engineering procurement processes 12 times since 2008.

An Official Plan amendment is required since the extension of Sackville was excluded from the most recent OP. The Planning Division made application for the amendment at the 2017 03 20 meeting. At that meeting, Council decided to defer the amendment as it deemed the Sackville Road extension not to be a priority at this time. The project had been out to tender for two weeks. Accordingly, an addendum was issued to all plan-takers cancelling the tender.

ANALYSIS

The timing of the deferral was unfortunate given that the project was out to tender. General contractors, subcontractors and suppliers were in motion in anticipation of the tender closing. However, in addition to the addendum, Engineering staff have contacted general contractors to advise them of the situation and all were understanding. The \$370,000 expenditure to date by the City is not wasted, and the tender can be re-issued in the future. The EA has a ten year shelf life, so as long as construction begins in 2021, there will be no

need for an addendum to the EA. Some of the funds can be used for resurfacing in 2017 if Council so desires.

The project cannot proceed without the OP amendment. There is potential for an objection to the Ontario Municipal Board which could delay the project as much as a year or more. Therefore, staff recommends Council consider the OP amendment now, to ensure any potential delays are mitigated prior to construction in a future year. It is noted that detailed design has determined that a ravine crossing will require pre-loading to induce more rapid soil consolidation which will make it necessary to complete the project over two construction seasons. This may add cost to the project. It is noted that if the project is being deferred for three years, there may be an opportunity to complete an early-works contract to surcharge (pre-load) the ravine crossing, possibly resulting in a cost savings given there is more time to induce the soil consolidation.

The Financial Implications section below notes that after sanitary, urban only and money spent to date are subtracted, there remains \$2,272,000 of the funding that could be allocated to other infrastructure priorities. Council's direction is sought for a path forward. Discussion points could include the following:

- Consider resurfacing projects for 2017. Although the schedule is tight, Engineering staff can prepare additional resurfacing contracts in time for completion in 2017.
- Bay Street resurfacing was scheduled for 2015, but available funds were diverted to Gore Street reconstruction. There is insufficient time to design, tender and construct Bay Street in 2017. Moreover, there is uncertainty as to the status of Bay Street as there has been mention of a study to consider converting one-way traffic flow in the downtown to two-way traffic. This would require an environmental assessment and public/agency consultation.
- Consider completing the final block of Second Avenue reconstruction. One block of Second Avenue project was cancelled last year due to budget constraints.
- Consider a combination of resurfacing streets and an early works contract for Sackville as noted above.
- Consider other capital works priorities

Capital projects for buildings, roads and other municipal infrastructure are recommended to Council based on several inputs including long range forecasts, master plans, asset management plans, regular in-field evaluations and inspections of infrastructure and available resources. Staff believes there is merit in considering a workshop for Council to gain further insight into capital planning. Staff can coordinate such in the future if Council so desires.

FINANCIAL IMPLICATIONS

If the project is deferred, construction of the Sackville extension will have to be funded in a future capital works program between 2018 and 2021. The following chart shows the breakdown of the budget for this project.

	Cost Breakdown	Allowed Use of Funds
Total Budget	4,261,000	
Expenses to Date	(370,000)	
Net Available	3,891,000	
Fed Gas Tax	2,272,000	Can be reallocated to existing approved eligible Capital projects, or other new eligible projects
Sanitary	423,000	Can only be used on sanitary related expenditures
Urban Only	1,196,000	Can only be used on storm sewer / sidewalk related expenditures
	3,891,000	

STRATEGIC PLAN / POLICY IMPACT

This report is linked to the infrastructure component of the strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

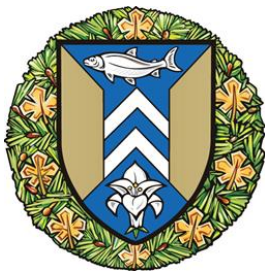
Resolved that the report of the Director of Engineering dated 2017 04 10 be received, and the recommendations that Council:

- consider the Official Plan amendment at an upcoming meeting; and
- Staff conduct a joint workshop with Council regarding capital planning and Council identify capital priorities including Sackville Road as part of the 2018 or future budgets.

Respectfully submitted,



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



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

COUNCIL REPORT

April 10, 2017

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Public Works and Engineering Services

RE: Biosolids Management

PURPOSE

The purpose of the report is to obtain approval to issue a Request for Proposal for engineering services for the proposed biosolids management facility.

BACKGROUND

On May 28, 2007 Council approved hiring an engineering consultant to conduct a biosolids Class Environmental Assessment (EA), and on November 12, 2007, the TSH/Dillon team was approved. The draft final report was issued in 2009; however, finalization of the study was delayed to allow review of unsolicited proposals from several vendors. In addition, new compost standards were issued in 2012, and reviewed in conjunction with the biosolids options.

On May 4, 2015 Council authorized issuing the Notice of Completion for the study, which recommended:

- Construction of an alkaline stabilization or composting facility at the City landfill;
- Use of the final product for daily cover;
- Consideration of other uses of the processed material in the future;
- Use of modified transportation units for odour control in transit.

ANALYSIS

On August 22, 2016 Council approved issuance of a Statement of Interest for the biosolids facility. Four submissions were received for alkaline stabilization and composting technologies. Based on the content of the submissions, all of the vendors will be invited to participate in a subsequent process which will determine the preferred equipment.

A review of procurement methods was also completed to determine next steps. The design-bid-build model is recommended, which would include equipment

pre-selection, design, tendering, contract administration, and operations and maintenance considerations. A request for proposal is required to procure engineering services for this portion of work.

FINANCIAL IMPLICATIONS

Budget capital cost estimates range from \$17 million to \$23 million for alkaline stabilization and composting technologies. The engineering fee is estimated between \$2,100,000 and \$2,900,000. Engineering costs will be dependent on the type of technology selected during the RFP phase for equipment which will determine the preferred process. The project will be funded through the sanitary sewer surcharge account in accordance with the City's asset management plan. Detailed design and tendering for the facility will more accurately reflect the true costs of the project.

STRATEGIC PLAN / POLICY IMPACT

This report links to the Strategic Plan focus area of infrastructure, and specifically asset management and new infrastructure.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Land Development and Environmental Engineer dated April 10, 2017 concerning biosolids management be received, and that a Request for Proposal be issued.

Respectfully submitted,



Catherine Taddo, P. Eng.
Land Development and Environmental Engineer
705.759-5380
c.taddo@cityssm.on.ca



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

COUNCIL REPORT

April 10, 2017

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: Property Purchase – 564 Fifth Line East

PURPOSE

The purpose of this report is to request Council's authorization to purchase 564 Fifth Line East ("Subject Property"), Sault Ste. Marie, Ontario.

BACKGROUND

At a City Council Caucus meeting held on February 21, 2017, Legal Department staff recommended that the City pursue the acquisition of the Subject Property to assist with landfill expansion plans and to add an additional buffer to mitigate odour complaints.

ATTACHMENT

Attached as Schedule "A" is a copy of a drawing which identifies the Subject Property.

ANALYSIS

Clay Property Appraisals completed an appraisal of the property in 2014, resulting in an assessment of Two Hundred Thirteen Thousand (\$213,000.00) Dollars. The City completed an appraisal of the property in 2013 resulting in an appraisal of One Hundred Eighty Two Thousand (\$182,000.00) Dollars.

The Legal Department negotiated the purchase of 564 Fifth Line East for One Hundred Ninety Thousand (\$190,000.00) Dollars including HST and subject to a home inspection. The property owners shall be responsible for all of their own legal fees for the closing.

FINANCIAL IMPLICATIONS

There are sufficient funds in the Waste Disposal Site Reserve to acquire the Subject Property and demolish the building.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

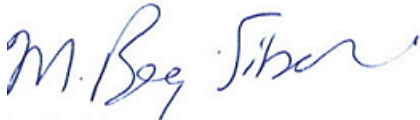
RECOMMENDATION

It is therefore recommended that Council take the following action:

That City Council authorize the acquisition of 564 Fifth Line East and all costs related thereto to assist with the landfill expansion plans and mitigate odour complaints.

By-law 2017-61 authorizing same appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

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

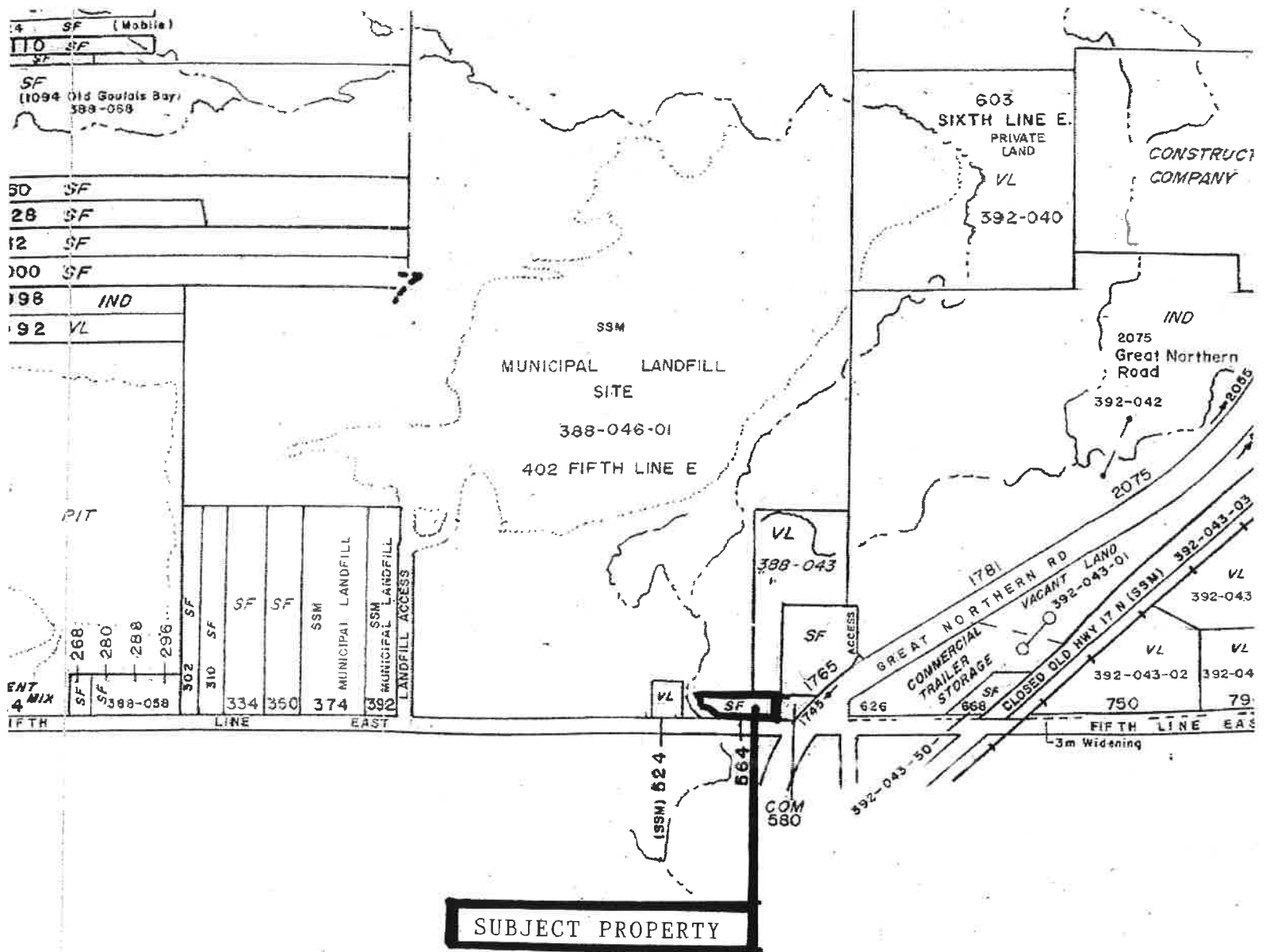
Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior
Litigation Counsel

MBS/sp

Attachment

\\citydata\LegalDept\Legal\Staff\COUNCIL REPORTS\2017\Property Purchase 564 Fifth Line.docx

Schedule "A"





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

COUNCIL REPORT

April 10, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Surplus Property Sale – 13 Salisbury Avenue

PURPOSE

The purpose of this report is to advise Council of the offers received for the sale of 13 Salisbury Avenue (the “Property”).

ATTACHMENT

Attached as Schedule “A” is a map of the subject area.

BACKGROUND

On November 7, 2016, By-law 2016-185 declared the Property surplus to the City’s needs and approved the disposition of same. The site is the former Maycourt Children’s Centre. The property is approximately 4.58 acres and is zoned PR (Parks and Recreation). The estimated current market value is Two Hundred and Eighty One Thousand Five Hundred (\$281,500.00) Dollars. The sale of the property was advertised in the Sault Star and on the City’s web page on January 21, 2017. We have now received four Offers to Purchase.

ANALYSIS

The first offer is from Mr. David Fremlin in the amount of Fifty Thousand Five Hundred (\$50,500.00) Dollars.

The second offer is from Mr. Clint Burdeniuk and Mr. Steve Turmaine in the amount of Twenty Six Thousand and One (\$26,001.00) Dollars.

The third offer is from Mr. Fausto Ditommaso in the amount of One Hundred Twenty Five Thousand (\$125,000.00) Dollars.

The fourth offer is from Wendell Graber, Pastor of The Lighthouse, in the amount of Two Hundred Thousand (\$200,000.00) Dollars.

It is now open to Council to sell the property to the highest bidder, being Mr. Wendell Graber in the amount of Two Hundred Thousand (\$200,000.00) Dollars.

The advantage of accepting Mr. Graber's offer would be that while this property is vacant, the City is responsible for the costs of heating and maintenance. The City is also being exposed to a greater likelihood of property loss and liability claims due to being at risk for trespassing and vandalism. Selling to Mr. Graber would eliminate this risk. Although the offer is lower than the estimate, the local current economy must be taken into consideration. If the City does not approve the sale of this property to Mr. Graber, there will also be added costs for the City to re-advertise the property at a later date with no guarantee that the same interest in the property will be present. If it is listed with a real estate agent, commission would have to be paid.

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:

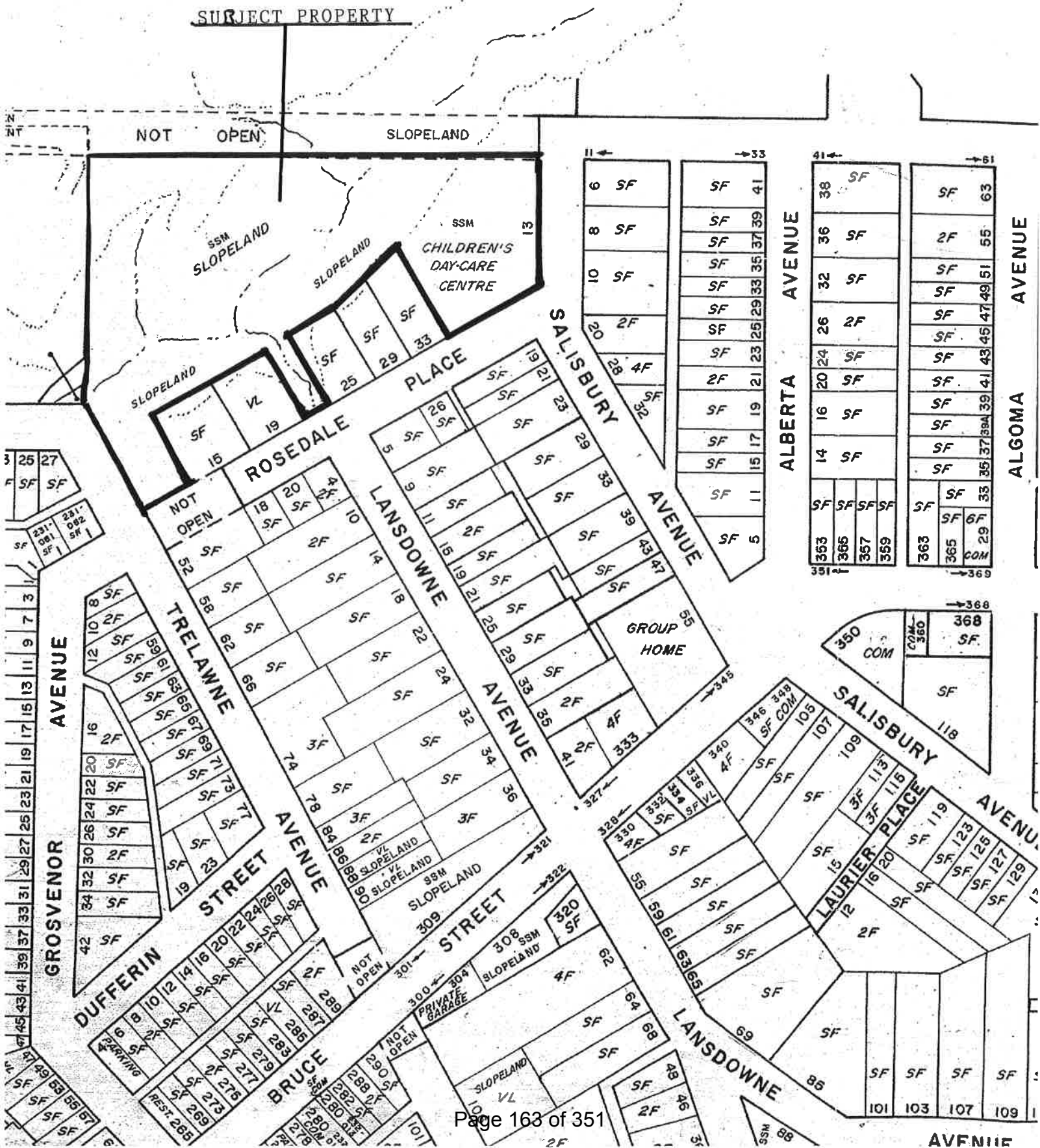
It is recommended that the offer received from Wendell Graber in the amount of Two Hundred Thousand (\$200,000.00) Dollars be accepted. By-law 2017-58 appears elsewhere on the agenda and is recommended for your approval.

Respectfully submitted,



Nuala Kenny
City Solicitor

Schedule "A"





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

COUNCIL REPORT

April 10, 2017

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Public Works and Engineering Services

RE: Agreement Between the City and the Sault Ste. Marie Airport Development Corporation

PURPOSE

The purpose of this report is to seek Council approval to enter into an agreement with the Sault Ste. Marie Airport Development Corporation ('SSMADC') to continue the arrangement with the City entrance sign on SSMADC property.

BACKGROUND

At the meeting on May 14, 2012, Council approved entering into an agreement with SSMADC to install and maintain an entrance sign on SSMADC property. The original agreement ends on April 30, 2017. Public Works continues to maintain the sign and immediate area.

ANALYSIS

An agreement is required to continue the arrangement between the City and SSMADC.

FINANCIAL IMPLICATIONS

There is no significant financial impact with this agreement as the fees are nominal. The fees for the entire duration of the agreement are set out in Schedule 'B' to the agreement.

STRATEGIC PLAN / POLICY IMPACT

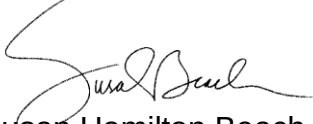
The maintenance of the entrance sign is not mentioned in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Public Works be received as information and furthermore that that Council approve By-law 2017-56 which appears elsewhere on the agenda.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Susan Beach", written over a horizontal line.

Susan Hamilton Beach, P. Eng.

Director, Public Works

705.759.5207

s.hamiltonbeach@cityssm.on.ca



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

COUNCIL REPORT

April 10, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Al Horsman

DEPARTMENT: Chief Administrative Officer

RE: Fire Services Organizational Realignment Plan Updates

PURPOSE

To provide an update on the Fire Services Organizational Realignment Plan, outline a planned pause of the plan and seek Council approval to conduct a Request for Proposal (RFP) to secure a third party expert to undertake a Comprehensive Risk Assessment of current Fire and Emergency Medical Services.

BACKGROUND

At its meeting of October 26, 2015, Council approved implementation of a Fire Services Organizational Realignment Plan over a three year transition period to address critical emergency medical services (EMS) needs by reallocating within the Fire Services department versus increasing the property tax levy. The rationale for this change related to Fire Services having an 80% drop in calls for actual property fires over the past 30 plus years with no limited changes to staffing levels while conversely EMS had a significant increase in calls with no corresponding increase in resources. Implementation began immediately after Council approval was provided and an update was brought to Council for its information at its meeting of November 21, 2016. The November 21, 2016 update showed that as a result of the realignment, EMS services improved dramatically while Fire Services remained consistent with pre-alignment service levels.

Per Council's direction, consultative input was sought from all key stakeholders including the Sault Ste. Marie Professional Firefighters Association (SSMPFFA). Unfortunately, in the case of SSMPFFA there was and has been significant resistance to the plan and labour relations have deteriorated rapidly over the implementation period. In an attempt to address fractured relations, a pause has been initiated and staff recommend a comprehensive risk assessment to be conducted ahead of schedule. This report outlines the rationale for and proposed

framework to effect the pause, complete the comprehensive risk assessment and report back to Council.

ANALYSIS

The transitional implementation plan for the Fire Services Realignment initiative has been taking place for approximately a year and a half (17-18 months). During this period, critical EMS service levels have been significantly improved through the hiring of 12 paramedic and supervisory personnel. On the Fire Services side, most of the planned positions in education, training and emergency management have been established and recruited. Per the plan, all realignment staffing level changes have been accommodated through attrition – i.e. by not replacing fire suppression positions when they are vacated due to retirement. At present, the 88 fire suppression positions existing pre-alignment have been reduced through attrition such that there are a total of 76 filled positions as of March 31, 2017.

Based on administration's ongoing assessments the Fire Services Realignment Plan has been achieving its intended goals to address and significantly improve critical EMS needs with minimal or no safety risk to fire services and at no increased budgeted cost to the property taxpayer. However, while the plan is proceeding as envisioned it has not been without some significant turmoil on the labour relations front. Bluntly, both management and the Association have continued to be at odds in a manner that has not only deteriorated internal relations but broadened to instil concern and seeming mistrust in the community at large.

The situation simply cannot continue in the direction it has taken. The CAO has therefore directed that a pause be applied to the transition to allow time to find some common ground and begin to repair relations. As part of this period a comprehensive risk assessment is being recommended despite some data limitations to satisfy administration's interest over how well the plan is going as well as provide some concession to the Association's consistently voiced concerns.

The following four (4) sections are provided to describe what is meant by a pause and outline actions being recommended and / or undertaken. A report back to Council will be provided after the comprehensive risk assessment is completed and prior to the plan being proceeded upon further.

A) Fire Services Realignment Plan Pause

The reorganization plan approved by Council at its meeting of October 26, 2015 was a staffing realignment exercise to reallocate through attrition up to 20 suppression firefighter positions to increase critical EMS service, fire education, emergency management and other fire prevention needs at no increase to the property tax levy. The realignment plan did not include normal operations (e.g. vehicle replacement) which were to continue to be approved through annual budget cycles. The pause that was first initiated by the CAO office and described

to City Council at its meeting of January 23, 2017 was therefore intended to suspend staffing shifts until a report from the Office of the Fire Marshal and Emergency Management (OFMEM) was received and presented to Council with staff recommendations over how to proceed.

Unfortunately, some confusion has remained over what was intended by the pause. The SSMPFFA position is that a pause should mean that fire suppression services return to the pre-alignment staffing levels of 17 firefighters and 1 Communications Officer per shift. As evident from Council deliberations over Fire Services vehicle requirements during its meeting of March 20, 2017, administration's definition was equally unclear regarding operational versus realignment efforts. Even within the public domain through social media there appeared a lack of clarity over what administration was advancing regarding a pause.

Because of the lack of clarity and desire to place all activities on hold, administration has directed that the pause be applied to all operational efforts – i.e. that no hirings, assets transfers, major equipment purchases, etc. occur until the reports from OFMEM and the Comprehensive Risk Assessment recommended in this report are received and presented to Council with staff recommendations for Council's approval. This means that vacancies in any area of Fire Services including EMS, Fire Suppression, Public Education, Emergency Management and Senior Command will not be filled until Council approves the recommendations from pending reports or where a legislative requirement exists and Council approval for this exemption is provided. It further means no purchase or transfer of vehicles except where Council approval is granted by exception. It is under this framework that the pause has now been directed.

B) Comprehensive Risk Assessment

There has been significant discussion over what constitutes a comprehensive risk assessment versus other reviews. The distinction is that unlike reviews on specific aspects of emergency services such as what OFMEM would conduct for fire protection services only, a comprehensive risk assessment considers safety risk overall. This would include consideration of all staffing levels, public education, fire and EMS response times, existing infrastructure equipment and training levels, demographics, historical data regarding property value loss, etc.

The more data there is available to conduct an assessment, the greater its accuracy which is why the original plan targeted this work to be undertaken in late 2017 and completed in early 2018. However, as implementation presently has 17 to 18 months of operational experience on the key areas of EMS and Fire suppression services as well as some initial results in other components of Fire Services (public education, training, etc.) a comprehensive assessment could be started at this time without compromising the assessment's outcome. It is therefore recommended that an RFP be issued to secure an independent third

party to conduct this work now as opposed to on the original timeline. The terms of reference for this procurement would include data sources and information described here and found in other reports. Appendix A is attached as the draft framework through which the RFP reference terms would be fashioned.

Conducting the assessment ahead of schedule is one means of exhibiting good faith to the SSMPFFA that management wants to restore positive dialogue in current labour relations. As a further step, management will seek the Association's consultative input into the RFP document and specifically the terms of reference. The goal is to select a truly independent third party through an open and transparent process. The cost of the undertaking would be covered within operations using savings accruing from the pause outlined elsewhere in the report and other efficiencies.

C) Fire Underwriters Survey

As described in the November 21, 2016 update to Council (pg. 6) insurance premiums are part of the considerations undertaken in the plan. As of the writing of the last update, the City had already connected with representatives of the Fire Underwriter's Survey (FUS) as early as January 2016. As the plan implementation was still in transition, it was indicated to FUS officials at that time that the City would not be in a position to seek a new rating until some experience with the realignment had been gained. Of note, the last FUS survey undertaken occurred in 1989 and previous years' requests by FUS of the City to update these were resisted.

In discussions with FUS over the past year, it has now been agreed that FUS officials would work through the Risk Management Office of the Legal Department to begin the update. This will commence in early May 2017 when FUS officials will coordinate with City staff to review and complete a survey. Formal schedules, information sheets and agendas are being developed to prepare for this May 2017 kick off effort. The outcomes will be shared as part of the report back to Council.

D) Labour Relations

As described earlier in this report, labour relations between the SSMPFFA and management has deteriorated significantly since the Fire Services Realignment Plan was first tabled and approved. Despite efforts to have both parties meet at the table to gain Association consultative input, there has been little or no constructive dialogue. The Association continues to insist that the changes represent safety risk and therefore staffing should be fully restored to pre-alignment levels and that a comprehensive risk assessment should be conducted. Management in turn has insisted it is willing to entertain and incorporate constructive input but not reverse the plan entirely, nor conduct a comprehensive risk assessment until the plan is in full operation to thereby maximize data input to the analysis.

The result of this impasse and lack of communication has been straining to the Corporation, Mayor and Council and community at large including key stakeholders. Since October, 2015 there have been 12 grievances filed by the SSMPFFA of which 9 are directly related to the realignment. SSMPFFA has further appealed to the Ministry of Labour regarding the Standard Operating Guidelines (SOG's) written with Platoon Chief input to complement the new Fire Services model. Several outreaches and advocacy efforts have been made by the SSMPFFA through local and social media, Councillors, Fire Underwriters Survey Offices, OFMEM and the Ministry of Labour to protest the changes.

On its part, Management has not handled communication nor implementation well either. Explanations over staffing changes have not been clear. Decisions surrounding job classifications and recruitments in retrospect could have been done much better and interactions with the Association could have been improved.

None of these are healthy much less professional or respectful of a fair collective bargaining process and need to somehow be stopped so that the parties can return to the table to begin constructive dialogue. In an effort to achieve this, the CAO and Director of HR have held two meetings with the Association executive in the last 2 weeks and plan further discussions. In these latest sit downs it was proposed that the pause delineated in this report as well as conducting a Comprehensive Risk Assessment now as opposed to late 2017, early 2018 would be presented to Council. The intention being to wait until results from the OFMEM, FUS and comprehensive risk assessment are received during which time the two parties can start finding some common ground. The Association has entertained this offer but are still seeking better understanding of how the pause and risk assessment will be actioned.

In conclusion, as a means to start improving labour relations and provide greater understanding of the fire realignment actions, implementation has been paused and a comprehensive risk assessment has been recommended. Results from the reviews made through the assessment, FUS and OFMEM along with the Labour Relations Board ruling scheduled for May 27, 2017 will inform the go forward path that staff will present to Mayor Council for its consideration and approval once the work is completed.

FINANCIAL IMPLICATIONS

As a result of the pause described in this report as well as other savings there will be budget under expenditures of approximately \$100,000 to \$150,000 relating to gapping and non-labour material costs. It is recommended that these funds be utilized to undertake the comprehensive Risk Assessment on the items indicated in this report.

STRATEGIC PLAN / POLICY IMPACT

The Fire Services Realignment plan complements the Quality of Life and Service Delivery key strategic focus areas identified in the 2016-2020 Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the CAO office dated 2017 04 10 concerning Fire Services Organizational Realignment Update be received as information and that Council approve proceeding with a RFP to secure an independent third party to conduct a comprehensive risk assessment with funding to come from the 2017 Fire Services operating budget (gapping / non-labour material savings).

Respectfully submitted,



Al Horsman

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Appendix A:

Draft Terms of Reference For Comprehensive Risk Assessment RFP

1. What is the Fire Risk such as/not limited to
 - a. Demographics
 - b. Building Stock, Construction, Height, Age
 - c. Historical Data on Loss
2. What is the Emergency Medical Risk such as/not limited to
 - a. Demographics
 - b. Historical Data on Call type
 - c. Health Trends and Morbidity
3. What are the likelihood and consequences of the elements of risk such as/not limited to
 - a. Probability
 - b. Consequences
 - c. Overall Level of Risk and Priority
4. What are the Emergency Response needs for Fire and EMS such as/not limited to
 - a. Station/Base Locations
 - b. Apparatus Type and Number
 - c. Training and Equipment
5. What are the capabilities of the existing Fire and EMS Service such as/not limited to
 - a. Station/Base Locations
 - b. Apparatus Type and Number
 - c. Training and Equipment
 - d. Education and Prevention



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

COUNCIL REPORT

April 10, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Tom Vair, Deputy CAO

DEPARTMENT: Community Development and Enterprise Services

RE: McMeeken Arena Carbon Monoxide Incident

PURPOSE

Report to City Council on the recent carbon monoxide events at the McMeeken arena and provide information on the facility repairs and upgrades undertaken along with changes to operational procedures as a result of these incidents.

BACKGROUND

On March 28, 2017 a serious event took place at the McMeeken Arena related to elevated levels of carbon monoxide (CO) in the building. After a high school hockey game it was discovered some of the players were feeling ill. The fire department was called by a citizen and when firefighters arrived at the arena they found elevated levels of CO in the building (the highest reading being 258ppm).

Arena staff worked with the firefighters to assist in evacuating the building. After the building was brought to safe levels, staff, along with representatives from Union Gas, the Technical Standards and Safety Authority (TSSA) and the heating equipment contractor entered the building to investigate and determine a cause for the elevated CO levels.

The facility was re-opened on March 9, 2017 after the City completed all recommendations made by a third party engineering firm. On March 19th, the newly installed CO detectors were triggered and an immediate emergency evacuation had to be undertaken. Firefighters recorded levels of 56ppm in dressing room #3 and a second investigation was launched into the ongoing source of carbon monoxide.

ANALYSIS

Incident #1

A thorough check of all gas fired units determined all but two were operating correctly and could remain functioning. The two in question were emitting slightly higher levels of CO than normal and were immediately shut off and isolated.

It was discovered that the CO detector was not operational and it was noted water was dripping from many places on the ceiling nearby. Replacement parts for the CO detector were ordered (the damaged part has been sent to the manufacturer to determine the exact cause of the fault).

A number of potential causes for the elevated CO levels were investigated. These focused on the performance of the heating units, inspection of exhaust systems and the function of the ice resurfacing machine (Zamboni). Some initial issues were discovered with the heating units and work was completed to address these issues. It was also noted that one of the roof top vent stacks from these units was damaged from ice coming down from the higher roof section. This however was not deemed to be the cause of the elevated CO levels and the team began to look at the ice resurfacing equipment.

Emissions testing was conducted by a third party utilizing testing equipment from Sault College and the initial report concluded that that ice resurfacing equipment was operating within normal parameters. The same test was conducted on the other Zamboni machines located at the other City facilities and it was reported that the McMeeken Zamboni had emission levels consistent with machines at the other arenas.

Following the completion of the tests on the Zamboni equipment, staff engaged a 3rd party expert to provide an opinion on the potential cause of the elevated CO levels. The report attached from MET Energy Systems (Appendix A) provides their opinion on the potential cause of the elevated CO levels and recommendations for McMeeken arena improvements. The engineers concluded that, "There are a number of possible factors which lead to the incident of high CO levels on Tuesday, February 28, 2017 but there is no way to conclusively state the precise sequence of events."

City staff immediately began to address the recommendations provided by the engineer and was able to complete all the immediate priority recommendations to re-open the facility.

The items completed to re-open the facility included:

- Install combustion air duct from the South Mechanical Room directly to the outdoors. This will provide combustion air to domestic hot water tank HWT-1.

- Install dedicated combustion air vent from outdoors directly into Furnace #1.
- Decommission and remove Furnace #2 as it is old and redundant.
- Replace Furnace #3 in North Mechanical Room with high efficiency unit and sealed combustion air vent directly to outdoors.
- Install combustion air duct from outside into the Zamboni Garage in order to provide sufficient combustion air to UH-1 and HWT-2.
- Install new “temporary” CO detection system. CO detection system shall be complete with built-in CO sensor and remote CO sensor for Arena.
- Install new plug-in CO monitor in each of the change-rooms. Install wire guard to protect each monitor.
- Review existing safety protocol with all personnel. Update existing safety procedures for operation of equipment and provide necessary training to staff.
- Replace/Repair door seal on man door located on the north side of the arena.
- Provide signage on North side of building in vicinity of Air-Intake. “NO IDLE” zone.
- Three (3) 5 gallon gas cans are currently stored in the Zamboni garage. Since there are multiple sources of ignition a more suitable location should be determined.

Operational Measures:

- Ensure Ventilation System (EF-1) is turned on 10 minutes prior to each flood and run continuous to at minimum 10 minutes after the Zamboni exits the rink.
- Ensure Ventilation System (EF-1) is run continuously when the ice edger is in use.
- Provide walk around testing with handheld CO monitor while rink is in use and until permanent CO system is installed. In addition, confirm CO values are acceptable after each rink flooding.

With the completion of the items above the engineering firm revisited the facility to inspect the work completed and signed off that all the items recommendations to re-open were completed (Appendix B). The facility was re-opened on Thursday, March 9, 2017

Incident #2

On Sunday, March 19, 2017, one of the CO alarms installed in dressing room 3 went off. The Fire Department assisted in clearing the building and recorded levels of 56 ppm in dressing room #3 were measured. Representatives from Union Gas; the Technical Standards and Safety Authority (TSSA) and the heating equipment contractor were back on-site to investigate. The facility was

immediately closed and a second investigation took place to determine what was causing the elevated CO levels in the building.

At this time, City staff re-engaged with MET Energy Systems to have them review possible causes for this second incident. In addition, the City engaged a second engineering firm, NOR MECH Engineering, to provide a second opinion on this issue.

Initial recommendations from MET (Appendix C) were to eliminate open combustion appliances and replace the gas-fired hot water tank with a sealed combustion unit. They also noted gas-fired unit heater in the Zamboni garage is also open combustion and although appears to be in good working order can be replaced with a new unit with sealed combustion capability. They noted the above recommendations are purely based on extreme precautionary measures and not because there are any code violations. Since the Zamboni garage is directly adjacent to the main lobby there any CO gas generated in the Zamboni garage could possibly leak out to public areas.

The report from NOR MECH confirmed a number of the recommendations identified by MET as well as recommending some additional upgrades to the McMeeken facility (Appendix D).

The steps required to undertake the repairs recommended by MET and NOR MECH are now underway.

On March 21, 2017, due to a mechanical problem with the ice resurfacing equipment at the John Rhodes, the Zamboni from the McMeeken arena was brought down to assist in ice resurfacing. It was noticed at this time that elevated levels of CO were being experienced when the McMeeken Zamboni was used.

City staff engaged a second service provider to have the Zamboni evaluated and tested. Some deficiencies with the engine were identified and a second firm is being obtained to conduct further emissions tests.

At the time of writing, it is anticipated the facility will re-open the week of April 10, 2017. Beyond providing services to the facility's regular user groups, there is a major 3-on-3 tournament scheduled at the end of April in Sault Ste. Marie that the City would like to accommodate providing that all work is complete and the facility is deemed safe for operation. Should more significant repairs be required to fix the Zamboni, it is possible to utilize one of the ice resurfacing machines from another arena to finish out the season.

In the longer term, the McMeeken Centre is an aging facility. Staff will therefore be coming to a future Council meeting date to discuss and make recommendations on completing an ice utilization study towards determining continued use of the McMeeken facility and / or necessity for its replacement.

This would include a consideration of timing of construction should this option be recommended and approved.

City staff recognizes the serious nature of this incident and would like to express their deepest apologies to those affected by the elevated CO levels at the McMeeken Centre. City staff takes pride in maintaining quality municipal facilities that provide healthy recreational opportunities for residents.

FINANCIAL IMPLICATIONS

The repairs at the McMeeken Centre are being made in accordance with the provisions for Emergency Purchases as outlined in the Purchasing By-laws. The longer term repairs recommended by the engineers will be completed in the off season and applicable Purchasing Procedures will be used. The financial impact of the CO incident is estimated to be \$107,900, including costs to date of \$42,900. This exceeds funding capabilities from the operational budget. Staff is recommending that Council approve the use of the Facility Maintenance Reserve up to \$110,000 to fund the remediation requirements.

The recommendations for upgrades in the off-season to install an Automatic Gas Detection System; an additional second intake louvre (5x4feet) and an HRV to service the change rooms must be quoted to provide an estimate on cost. Funding options will be presented once the costs are known.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

The report of the Deputy CAO-Community Development and Enterprise Service dated April 10, 2017 regarding McMeeken Arena carbon monoxide incident be received and that Council approve the use of the Facility Maintenance Reserve up to \$110,000 to fund the remediation.

Respectfully submitted,



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Carbon Monoxide Gas Investigation and Report



Submitted to: Tom Vair, Deputy CAO, Community Development & Enterprise Services

Prepared by: Jim Liguori/Tim Janzen, P.Eng

Date: March 4, 2017

Revision: 0

MET Project: 17M23

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APPENDIX 'A' - ZAMBONI EMISSION TEST REPORT

APPENDIX 'B' - GUIDELINE FOR INDOOR AIR QUALITY IN ARENAS
(by Ontario Recreation Facilities Association Inc.)

APPENDIX 'C' - REFERENCE DRAWINGS

1. Executive Summary

The purpose of this report was to analyze mechanical systems servicing the W.J. McMeeken Centre in relation to an incident of high Carbon Monoxide levels reported on Tuesday February 28, 2017. On Friday, March 3, 2017, Mr. Jim Liguori and Mr. Tim Janzen, P. Eng met with city staff to review the events of February 28 and identify causes/solutions.

The report has considered all potential sources of Carbon Monoxide (CO) and identified potential hazards which may have contributed to the incident on Tuesday, February 28, 2017. The sequence of events that took place, which led to unsafe levels of Carbon Monoxide are somewhat based on speculation but the remedial recommendations made herein are to ensure occupant safety and prevent re-occurrence.

It has been determined that the Zamboni is in good operating order and testing did not show production of higher than normal CO emissions. It was noted however that if the Zamboni is improperly operated then it could produce more than 300 times the normal rate of CO emissions. It has also been determined that the ventilation system for the arena is manually operated and protocol calls for the operator to turn on the system prior to running the Zamboni, however this did not occur on Tuesday, February 28, 2017 and the Zamboni was utilized with no ventilation in the arena. It was further determined that the CO detection system had failed and did not sound an alarm to alert occupants as CO levels exceeded exposure limits.

Problems were compounded by the fact that mechanical rooms draw combustion air from the arena area through transfer grilles. Return air for the furnaces is also drawn from the corridor to the arena. This arrangement caused contaminated air to be drawn through the furnaces and distributed through the ductwork.

The report contains recommendations for alterations to improve operation of existing heating equipment and upgrade of the CO detection system and associated equipment. It should be noted that MET Energy Systems has already provided details and instruction for some of the urgent recommendations and work is already under way in order to restore safety and allow the facility to reopen to the public.

2. Introduction

The City of Sault Ste. Marie is investigating the causes of a Carbon Monoxide Gas Exposure which occurred Tuesday February 28 at W.J. McMeeken Centre Arena. The Centre remains closed to public until the cause of elevated CO level is determined, and any cause for concern to public safety is eliminated.

MET Energy Systems has been asked to conduct an investigation and complete analysis of the facility. All carbon monoxide producing equipment is to be inspected in addition to all associated mechanical systems.

The following report summarizes all findings and includes recommendations.

3. Observations

MET Energy Systems has made the following observations based on field investigations conducted on Friday March 3, 2017. All information and data pertinent to the issue of Carbon Monoxide concerns was collected for analysis.

3.1 General

- 3.1.1 The McMeeken Centre is a community ice surface (approx 85'x185') located in the west end of the city of Sault Ste. Marie. The centre features five (5) dressing rooms, canteen, and public washrooms. A Zamboni garage is also part of the facility with one (1) garage door to outside and one (1) garage door into the arena area.
- 3.1.2 The facility's major list of equipment which was observed is as follows and covers all fuel-fired equipment which produces CO. In addition, equipment which is intended to monitor CO and associated Ventilation Equipment was analyzed.

<u>Item</u>	<u>Description</u>	<u>Location</u>	<u>Service</u>
Furnace #1	Natural Gas-Fired Furnace	South Mechanical Room	South Change Room Heat
Furnace #2	Natural Gas-Fired Furnace	South Mechanical Room	Canteen Heat
HWT-1	Natural Gas-Fired Hot Water	South Mechanical Room	Domestic Hot Water
Furnace #3	Gas-Fired Furnace	North Mechanical Room	North Change Room Heat
RTH-1	Gas-Fired Radiant Heater	Above Arena bleachers	Arena Heat
UH-1	Gas-Fired Unit Heater	Zamboni Garage	Heat to Zamboni Garage
HWT-2	Gas-Fired Hot Water	Zamboni Garage	Hot water for Zamboni
Zamboni-1	Gasoline Zamboni	Zamboni Garage	Ice Maintenance
CO-1	CO Monitor System	Arena/Zamboni Garage	Monitors CO
EF-1	Exhaust Fan & Intake	Arena Area	Ventilation of Arena
EF-2	Exhaust Fan	Zamboni Garage	Garage Exhaust

- 3.1.3 Carbon Monoxide (CO) is a colourless, odourless, tasteless gas. It is a product of incomplete fuel combustion, and is produced in larger quantities by gasoline, propane and natural gas engines. CO reduces the oxygen carrying capacity of the blood. At very high levels (1200 ppm) CO is considered to be immediately dangerous to Life and Health. Current Ministry of Labour (MOL) occupational exposure limits for CO are set at 25 ppm for a normal 8-hour working day. The short term exposure limit (15 min) is 100 ppm. Health and Welfare Canada suggests that office levels for CO be below 5 ppm. With the use of gasoline powered equipment (Zamboni's) in arenas it is understood that 5 ppm may not be attainable but the guiding principle calls for "as low as reasonably achievable" in compliance with the MOL 25 ppm exposure limit. At **very least** values shall be in compliance with the MOL 25 ppm, but many other guidelines for arenas list **12.5 ppm as a target threshold**.

3.2 Mechanical Equipment

- 3.2.1 **Furnace #1** located in the South Mechanical Room is the newest of all heating furnaces (approx 5 years) and is a high efficiency condensing type appliance. Furnace appears to be in good working condition but currently draws combustion air from the mechanical room which is indirectly drawn from the arena through wall louvers. This creates a "potential" hazard.
- 3.2.2 **Furnace #2** is located in the South Mechanical Room is the oldest of all heating furnaces (20 years plus) and is a mid efficiency appliance. Furnace appears to be in very poor working condition but it is redundant and not required.
- 3.2.3 **HWT #1** located in the South Mechanical Room provides domestic hot water for the facility washrooms and showers. This is a mid efficiency type appliance and appears to be in good working condition. However this unit currently draws combustion air from the mechanical room which is indirectly drawn from the arena through wall louvers. This creates a "potential" hazard.
- 3.2.4 **Furnace #3** located in the North Mechanical Room is approximately 10 years old and a mid efficient appliance. The furnace appears to be in fair working condition but currently draws combustion air from the mechanical room which is indirectly drawn from the corridor through wall louvers. The corridor leads directly to the arena. This creates a "potential" hazard.
- 3.2.5 **RTH-1** located in the arena above the bleachers provides radiant heat to the spectators. This heater appears to be in good working condition. Filters were noted as very dirty and should be replaced.
- 3.2.6 **UH-1** located in the Zamboni Garage is a standard mid efficiency type appliance and appears to be in good working condition. However the unit is design to draw combustion air from the room which currently does not have any air ducts to bring in outside air. This creates a "potential" hazard.

- 3.2.7 **HWT #2** located in the Zamboni Garage provides hot water for the Zamboni. This unit was not observed to be in running condition. This unit is also designed to draw combustion air from the room but no air is currently supplied to the room.
- 3.2.8 **Zamboni-1** is a gasoline powered unit. An emissions test was conducted on March 3, 2017 and showed satisfactory results. After proper warm-up the gas analyzer reading showed 90 ppm CO emission. Consultation with the manufacturer confirms that anything under 600 ppm is an acceptable emission rate. The manufacturer also states that the Zamboni **MUST** be warmed up properly (10 minutes min.) before operating unit on ice rink. This is crucial in order to bring the catalytic converter up to proper operating temperature. If the Zamboni is not warmed up properly and the choke is on then emission rates can increase to 30,000 ppm or more. This creates a "potential" hazard.
- 3.2.9 **CO-1** carbon monoxide monitoring system is a 2 zone system with control box installed in the Zamboni Garage. The system has one (1) built-in CO sensor located in the control box and one (1) remote CO sensor located on the west wall of the Arena. The control box was observed as inoperable and suspected to have failed due to water damage. This creates a "potential" hazard. In addition, based on square footage of the arena one (1) sensor is not sufficient. This creates a "potential" hazard.
- 3.2.10 **EF-1** exhaust fan is located at the south end of the arena at high level. The fan is manually switched on from the front office and interconnected to motorized air intake louver on the north end of the arena. The manual operation of this ventilation system creates a "potential" hazard.
- 3.2.11 **EF-2** exhaust fan is located at the south end of the Zamboni garage. The fan is manually switched on. There is no intake-air louver associated with this exhaust fan to provide a complete and proper ventilation system for the garage. The manual operation of this exhaust fan and no air intake louver associated creates a "potential" hazard.

3.3 Miscellaneous

- 3.3.1 Air inversion is typical in ice rink arenas. A temperature inversion occurs when the normal decrease in temperature with height switches to the temperature increasing with height. An inversion acts like a lid, keeping normal convective overturning of the air from penetrating through the inversion. This is typical in ice rinks due to the cold temperatures at ice level and perimeter barrier created by the rink boards. Therefore any emissions generated within the barrier have a potential of lingering.
- 3.3.2 The man door located on the north side of the arena has a poor weather seal with large gap on the bottom. In addition to cold air infiltration this could be a potential source of vehicle exhaust fumes.
- 3.3.3 A tail pipe exhaust hose connection is not present in the Zamboni garage for initial startup. This would prevent nuisance sounding of the CO detection system at first startup before the Zamboni is taken outside for proper warmup.

- 3.3.4 Three (3) 5 gallon gas cans are currently stored in the Zamboni garage. Since there are multiple sources of ignition a more suitable location should be determined.
- 3.3.5 No exhaust air or ventilation is currently provided for the change rooms. Ontario Building Code requires Change Rooms to have exhaust air as per Ashrae 62.1 Ventilation Guidelines.

4. Recommendations

Based on the findings of our investigations, MET Energy Systems has prepared the following recommendations in order to help prevent future occupant exposure to Carbon Monoxide Gas in excess of recommended limits.

4.1 Immediate Priority (to be completed before facility is re-opened to public)

- 4.1.1 Install combustion air duct from the South Mechanical Room directly to the outdoors. This will provide combustion air to domestic hot water tank HWT-1.
- 4.1.2 Install dedicated combustion air vent from outdoors directly into Furnace #1.
- 4.1.3 Decommission and remove Furnace #2 as it is old and redundant.
- 4.1.4 Replace Furnace #3 in North Mechanical Room with high efficiency unit and sealed combustion air vent directly to outdoors.
- 4.1.5 Install combustion air duct from outside into the Zamboni Garage in order to provide sufficient combustion air to UH-1 and HWT-2.
- 4.1.6 Install new “temporary” CO detection system. CO detection system shall be complete with built-in CO sensor and remote CO sensor for Arena.
- 4.1.7 Install new plug-in CO monitor in each of the change-rooms. Install wire guard to protect each monitor.
- 4.1.8 Review existing safety protocol with all personnel. Update existing safety procedures for operation of equipment and provide necessary training to staff.
- 4.1.9 Replace/Repair door seal on man door located on the north side of the arena.
- 4.1.10 Provide signage on North side of building in vicinity of Air-Intake. “NO IDLE” zone.
- 4.1.11 Three (3) 5 gallon gas cans are currently stored in the Zamboni garage. Since there are multiple sources of ignition a more suitable location should be determined.

4.1.12 Operational Measures:

Ensure Ventilation System (EF-1) is turned on 10 minutes prior to each flood and run continuous to at minimum 10 minutes after the Zamboni exits the rink.

Ensure Ventilation System (EF-1) is run continuously when the ice edger is in use.

Provide walk around testing with handheld CO monitor while rink is in use and until permanent CO system is installed. In addition, confirm CO values are acceptable after each rink flooding.

4.2 **High Priority (to be completed after facility is re-opened to public)**

- 4.2.1 Replace CO detection and monitoring system with expanded capability. New CO detection system to have one (1) built-in CO sensor and a four (4) remote CO sensors to be spaced evenly in arena and mounted at 5 feet above floor level. **CO monitor panel to be interconnected to Arena Exhaust Fan EF-1 and Motorized Intake Louver** so the ventilation is automatically turned on when the CO monitor alarms. A manual switch should still be provided to turn on the system manually “before” Zamboni use as per current safety procedures. A new exhaust fan and motorized intake louver should be installed in Zamboni garage and also interconnected to CO monitor panel. This fan/intake louver should also have a manual switch option to allow use when necessary. ***TRAINING is crucial to all staff in order that everyone understands the function and purpose of the system/s.***
- 4.2.2 Install Exhaust Tailpipe hose connection for Zamboni. A short vent pipe shall be installed through the roof and a hose connection shall be provided for connection to the Zamboni exhaust pipe in its normal parking position in garage. This is only to be used for initial start to avoid CO monitor from alarming. Once Zamboni is started, the outside door should be opened, the exhaust hose is disconnected and the Zamboni is moved outside for full warm-up as per current safety protocol.
- 4.2.3 Provide a slip-on exhaust pipe extension for the Zamboni. The extension piece is to be made such that it can easily be slipped on by the operator and must extend 12” above the ice rink plexi-glass. The extension piece must be easily removed before going through garage doors due to height restrictions. The extension piece will help exhaust gas to rise and be diluted, thus reducing the amount of gas trapped in the inversion layer which is typical in ice rinks.
- 4.2.4 Replace air filters on Radiant Tube Heater (RTH-1).
- 4.2.5 Service hot water tank HWT-2.
- 4.2.6 Seal wall opening for garage door operator chain in garage wall to arena.

4.3 Medium Priority (design and implement before next heating season)

- 4.3.1 In order to satisfy current codes regarding “exhaust air” for Change Rooms a Heat Recovery Ventilator (HRV) should be designed and installed. Not only will this meet exhaust requirements but it will do it in the most energy efficient method. Exhaust air can be taken from the Change Rooms through the HRV and will transfer heat to Fresh-air before it is put back into the building (corridors). Some options exist for this type of system and can be evaluated with the engineer.
- 4.3.2 The existing arena Ventilation Fan system should be reviewed and possibly have slight modifications completed in order to better accomplish “an air sweep” across the arena. The current exhaust rate of the Exhaust Fan should also be reviewed in detail to determine if a higher capacity fan should be implemented.

5. Conclusion

MET Energy Systems has completed a detailed analysis of the W.J. McMeeken Centre, investigated all potential sources of Carbon Monoxide and identified all potential hazards which may have contributed to the incident on Tuesday, February 28, 2017. In addition, all Mechanical equipment associated with the buildings overall HVAC systems have been analyzed.

There are a number of possible factors which lead to the incident of high CO levels on Tuesday, February 28, 2017 but there is no way to conclusively state the precise sequence of events. Recommendations have been listed in Section 4 and have been arranged by level of urgency. The immediate priority items are those which should be executed before the facility is reopened to the public. Remaining recommendations will help ensure public safety for the future.

Appendix 'A'

Zamboni Emissions Test Report

669 John St.
Sault Ste Marie, ON
P6C 6C3
Tel. #: (705) 949-1769 FAX: (705) 575-4074

CUSTOMER		VEHICLE		WORK ORDER ADMIN.		
Community Services Board		0 Zamboni 520		WO # : 3333		
Pat Proulx		Plate : 5437		Date : 03/03/2017		
		ODO : 7,644		Time :		
Sault Ste Marie, On		V.I.N.: 5		PO # :		
		Unit #: MCMEEKIN #5		REG # : 7304791777899		
E:p.proulx@cityssm.on.ca		Engine:		Tech. : PAUL/AL		
Qty	Hrs.	Description	Parts Ea.	Tot.Parts	Labour	Tx Total C
		Service call to measure co-emissions.			120.00	HST 120.00
		When the zamboni is at operating				HST
		temp co is less than 90 ppm(0.009%).				HST
		The gas analyzer only reads to 0.00% co				HST
		if the zamboni is not warmed up and the choke is on the co				HST
		emissions could be 30000 ppm or more				HST
		Zamboni company said that anything from 100 to 600 ppm is acceptable.				HST
		Recommend that the zamboni is warmed up 10 min prior to flooding the rink every time.				HST
		The catalytic converter needs to be up to temp for it to work properly.				HST

WO# 3333 03/03/2017 11:11AM

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Labour Rate for Classic Automotive Inc. is \$80.00 plus tax

Store hours: Monday - Saturday 8-5

must retorque wheels after 100km

• • • • •

Sub Total	0.00	120.00	120.00
	HST		15.60
	Deductible		0.00
	Total		135.60
Page	Amt. Paid		0.00
1 of 2	Amt. Owing		135.60

Classic Automotive Inc.

669 John St.

Sault Ste Marie, ON

P6C 6C3

Tel. #: (705) 949-1769 FAX: (705) 575-4074

CUSTOMER	VEHICLE	WORK ORDER ADMIN.
Community Services Board	0 Zamboni 520	WO # : 3333
Pat Prouix	Plate : 5437	Date : 03/03/2017
	ODO : 7,644	Time :
Sault Ste Marie, On	V.I.N.: 5	PO # :
	Unit #: MCMEEKIN #5	REG # : 7304791777899
E:p.proulx@cityssm.on.ca	Engine:	Tech. : PAUL/AL

Qty	Hrs.	Description	Parts Ea.	Tot.Parts	Labour	Tx	Total	C
		HST#84016 1970 RC0002						

X_____

X_____
Customer Signature (When required)

PAID BY:...

Sub Tot . 0.00 120.00 120.00

HST 15.60

Deductible 0.00

Total 135.60

Page

2 of 2

Amt. Paid 0.00

Amt. Owing 135.60

Appendix 'B'

Guidelines for Indoor Air Quality in Arenas



Notice - Special thanks is extended to the Public Services Health & Safety Association for their participation in review of this document.

Introduction - For the past 30 years, the Ontario Recreation Facilities Association Inc. (ORFA), has produced and circulated information on Indoor Air Quality (IAQ) in arenas. ORFA members, who work for extended periods in ice facilities, have the most at stake when it comes to maintaining safe indoor air quality levels. The ORFA is not an authority on air quality issues but offers the following guidance for maintaining an acceptable indoor air environment for arenas in Ontario. These guidelines do not supersede or circumvent any existing or pending legislation within the Province of Ontario.

Those who work in ice facilities are protected under the **Occupational Health and Safety Act [OHSA]**. An expected elevated level of air contaminants in any work environment is cause to implement a "work refusal". Arena workers are encouraged to work with their **Joint Health and Safety Committee (JHSC)** on such issues.

The general public is not protected under the OHSA and as such they must approach their personal safety in a different way. However, the general public is protected under the Occupiers Liability Act; therefore, it is more than reasonable for any person who enters a public ice arena to feel confident in knowing that those who control these facilities are remaining diligent.

Excerpts from the Occupiers Liability Act

Occupiers' duty

3.(1) An occupier of premises owes a duty to take such care as in all the circumstances of the case is reasonable to see that persons entering on the premises, and the property brought on the premises by those persons are reasonably safe while on the premises.

Idem

(2) The duty of care provided for in subsection (1) applies whether the danger is caused by the condition of the premises or by an activity carried on the premises.

Reasonable Steps to Inform

(3) Where an occupier is free to restrict, modify or exclude the occupiers' duty of care or the occupiers' liability for breach thereof, the occupier shall take reasonable steps to bring such restriction, modification or exclusion to the attention of the person to whom the duty is owed. R.S.O. 1990, c. O.2, s. 5.

How Indoor Air Quality Affects Children

Children are not just simply small versions of adults, and this has profound implications for how they are affected by contaminants in their environments.

Under law, children enjoy more protection and require a higher standard of care. Under common law of the Occupier Liabilities Act an owner or occupier of the property must not expose children to

potential dangers. The onus is placed on the occupier to know the dangers that are present to the children and take appropriate action.

Even before exercising, children breathe at a much higher rate per kilogram of body weight than do adults. Any form of physical exertion will increase this already heightened rate of respiration, which will increase the load of pollutants entering their lungs. Since the biological systems of a child are immature, they absorb many substances (including pollutants) at a higher rate than adults and are less able to metabolize them effectively.

Arena staff who experience a significant air quality event have most likely failed to implement and maintain an air quality management program. ORFA members are encouraged to review the most recent acceptable levels of indoor air toxins as set out in the OHSA and, at the very least, maintain these levels through regular testing and proactive indoor air management. Keep in mind that the OHSA limits are designed to protect health workers, aged 18 to 65, from adverse health effects. Protection from adverse effects is not the same as maintaining a comfortable environment.

Facility managers/supervisors must also consider how outdoor air and weather conditions may impact their operations. Areas that are regularly affected by "poor air advisories" will have an increased risk of poor ambient air. Ventilating an ice arena by drawing in outdoor air that contains elevated levels

of toxins will degrade internal air quality and increase the health risks. Facility staff must be aware that low pressure weather conditions will also impact inside air quality as natural ventilation will be limited due to the pressurizing of the buildings envelope – restricting the natural air flow of a facility.

Some effects of poor indoor air quality may not be immediate. Persons with asthma may feel the effect of poor indoor air 24-48 hours after leaving the facility. This period of time often does not have the person equating their breathing problem to the facility.

Only through a concentrated commitment to proactive air management plans can we collectively ensure that workers and patrons of Ontario's recreation facilities remain healthy.

Background - Indoor air quality problems in arenas can be caused by many factors. The identified contributors to IAQ problems include: ventilation system deficiencies, overcrowding, tobacco smoke (from poor policy enforcement or having smoking areas too close to intake air vents), microbiological contamination, outside air pollutants, cleaning chemicals, ultrafine particulate matter (UFP) and refrigerants as well as off-gassing from materials and mechanical equipment.

Elevated levels of carbon monoxide and nitrogen dioxide in ice facilities have been specific cause for alarm in the past.

Ice resurfacing equipment has often been identified as the primary contributor to poor IAQ in arenas. Manufacturers now are committed to meeting or exceeding the standards for complete combustion of fossil fuels indoors. But aging ice cleaning equipment may not now meet the standards set when they were new. Aging affects all equipment in an arena, which may affect IAQ. As a building ages as well, and in the cool, damp environment typical of arenas, corrosion and mould can lead to additional IAQ problems.

In ever-changing conditions, arena managers/supervisors are trained to watch for any indicators of changes in air quality. Some of the key questions they should consider on a regular basis include:

Is ice cleaning equipment (ice resurfer and or ice edger) being maintained by a qualified professional on a regular basis?

Is carburation on this fossil fuel equipment being calibrated and inspected at least annually by a qualified professional?

Is the facility ventilation systems adequately designed to handle air exchange? Are they being used according to specifications? Are they being properly maintained by qualified professionals?

Is there an air quality testing program for the facility? Is it a sophisticated system that does spot checks during high-use periods to help determine what levels of contaminants exist and determine if corrective measures are needed?

Are concession foods, cleaning supplies, refrigerant leakage, or public area heating systems contributing to IAQ problems? Are monitoring, use and ventilation standards being properly applied in every part of the building?

What effect is outdoor air quality having on IAQ? Ventilating an indoor arena during a smog alert may not improve IAQ. Arenas near busy highways or in industrial areas may have IAQ problems that originate outdoors and beside of the facility controls.

Is there an identified (or hidden) mould problem in the building?

Carbon Monoxide (CO) - Carbon monoxide is a colourless, odourless, tasteless gas. It is a product of incomplete fuel combustion, and is produced in larger quantities by gasoline, propane and natural gas engines. Carbon monoxide reduces the oxygen carrying capacity of the blood. At very high levels (1200 ppm) Carbon Monoxide is considered to be Immediately Dangerous to Life and Health (IDLH).

Current Ministry of Labour (MOL) occupational exposure limits for Carbon Monoxide are set at 25 ppm for a normal 8-hour working day. The Short Term (15 minute) Exposure Value for Carbon Monoxide is 100 ppm. Maintaining exposures below these levels will prevent adverse health effects for nearly all workers but may not be low enough to protect the young, aged or sensitive members of the public.

Health and Welfare Canada suggests that office levels for Carbon Monoxide should be below 5 ppm. With the use of gasoline powered equipment such as

an ice resurfer, levels below 5 ppm may not be attainable for some facilities. The guiding principle should be **As Low As Reasonably Achievable** (ALARA) and (at the very least) in compliance with the MOL 25 ppm CO occupational exposure limits.

Sources of Carbon Monoxide Include:

- Ice resurfer (gasoline, propane or natural gas)
- Ice edger (gasoline, propane or natural gas)
- Fuel powered floor sweepers
- Fuel powered lift trucks
- Improperly vented gas fired infrared radiant heaters
- Gas fired water heaters
- Special events equipment
- Vehicles idling in the parking facilities in close proximity to the building.

Nitrogen Dioxide (NO₂) - When natural gas or propane engines are used, nitrogen dioxide rather than carbon monoxide tends to be the contaminant of most concern. Nitrogen Dioxide (NO₂) also sometimes referred to as Oxides of Nitrogen (NO_x) is a dark brown or reddish brown toxic gas with a pungent, acrid odour. It is present in vehicle and fuelled power equipment as unwanted by-products of the combustion process at high temperatures. It can also be found in emissions from combustion appliances and equipment powered by natural gas and or propane, gas stoves, furnaces, diesel generators, etc.

Nitrogen Dioxide causes shortness of breath, irritation to the eyes, mucus membrane, lungs and other respiratory organs. Depending on the severity of exposure, symptoms can progress to include inflammation of the lungs (pneumonia) or accumulation of fluid in the lungs (pulmonary edema). Individuals with pre-existing respiratory system disorders, such as asthma, may be more sensitive to the effects of nitrogen dioxide. At high levels (20 ppm) Nitrogen Dioxide is considered to be Immediately Dangerous to Life and Health (IDLH).

Current Ministry of Labour (MOL) occupational exposure limits for Nitrogen Dioxide are set at 3 ppm for a normal 8-hour working day. The Short Term (15 minute) Exposure Value for Nitrogen Dioxide is 5 ppm. Maintaining exposures below these levels will prevent adverse health effects for facility staff.

Ultrafine Particulate Matter (UFPs) - Health professionals have long recognized particulate matter as an atmospheric pollutant. While larger diameter particles (10 microns in diameter) have been the main concern in the past, ultrafine particle (UFP) research is an emerging topic and is a relatively new field of investigation. Particles below 1 micron (µm) in diameter are of particular concern to researchers and industrial/occupational hygienists involved in the health-effects of ultrafine particles.

UFPs are considered to be a significant human health concern because of the variable composition and the ability of these particles to penetrate deeply into the respiratory tract. The potential human health impacts from exposure to UFPs are primarily respiratory-related illnesses. This is largely due to the size of UFPs (relative to their mass) and their ability to deposit deeply in the lung.

People suffering from asthma and other respiratory ailments have been identified as especially sensitive to particle pollution. In relatively recent studies, a very consistent picture has emerged between the levels of air pollution (especially fine fraction particles) and increases in significant adverse respiratory affects.

Recent advances in technology have increased the ability to measure ultrafine particles and revealed a new potential human health concern related to particles and air quality. The measurement of ultrafine particles (UFP) is highly complex and generally involves sophisticated and expensive equipment.

To date, there are no known “standards” to collect UltraFine Particulate samples. Ontario’s Ministry of Labour continues to investigate this issue.

Guidelines currently suggested by the American Conference of Governmental Industrial Hygienists (ACGIH) indicate that “discomfort” or “odour” complaints are rarely reported when particle counts are below 100,000 UFP/cc of air.

The ORFA recognizes that there is the potential for both short and long term risks associated with UFPs, Carbon Monoxide and Nitrogen Dioxide. If levels are discovered at any time which exceeds the guideline exposure levels (see below), then an elevated approach to managing indoor air must immediately occur.

Other Sources Causing Indoor Air Quality Problems:

- Construction of air tight buildings
- Reduced intake of outside air
- Cleaning supplies
- Construction materials now used – glues, fibreglass, particleboard, concrete, etc.
- Increase in the number of building occupants
- Moving outside sports and activities indoors
- Perfumes, colognes, tobacco smoke
- Fungus, dust, bacteria, moulds (damp buildings)
- Ozone from photo copiers, printers, electric motors
- Inadequate ventilation
- Exhaust fans/ventilation not properly sized and facility operators not turning exhaust fans on when fuel powered equipment is being used
- Poor construction design – no air louvers to draw in fresh air
- Poorly designed and maintained HVAC
- Pollutants present in the outside air entering the building
- Poor temperature and humidity controls
- Refrigerant chemicals, i.e. ammonia, Freon
- Hydrocarbons from paints or solvents
- Indoor Fireworks
- Indoor shows outside of building designed i.e. monster trucks, motorcycles, snowmobiles
- Trade shows where vehicle traffic is allowed
- Home shows

Levels of Exposure - As previously indicated, the ORFA is not the authority on safe indoor air toxin levels – these are set and maintained under the OHSA. Further, there is a US organization called the

American Conference of Occupational and Environmental Health that published workplace annual exposure guidelines.
<http://www.acgih.org/About/>

The following recommended maximum levels of exposure to carbon monoxide and nitrogen dioxide have been established based on a review of similar policies and legislation for recreational facilities in Canada and are offered as a minimum operational awareness guideline.

1. At no times should the airborne concentration of any contaminant be allowed to exceed the exposure limits for Ontario workers.

a. Levels need to be maintained below 25 ppm of carbon monoxide as a time weighted average concentration. Short term exposures must not exceed 100 ppm.

b. Levels of nitrogen dioxide must be below 3 ppm as a time weighted average and below 5 ppm as a Short Term Exposure Limit (STEL).

The Short Term Exposure Limit standard is used to supplement the average exposure level. The Short Term Exposure Limit is the maximum that an individual may be exposed to in any 15-minute period. Any time this level is reached there must be at least 60 minutes between further exposures at this range and no more than four of these excursions in an 8 hour period.

2. Meeting criteria 1 above will not protect all arena patrons: the above limit is for healthy 18 to 65 year old workers. (Criteria 1 outlines the bare legal minimum requirement for facility workers.) Facilities will be attended by both the very young as well as the aged. Typically these groups are less tolerant to chemical exposures and may experience health effects at lower concentrations. Facilities should operate with exposure levels that are As Low As Reasonably Achievable (ALARA), while targeting to achieve Health Canada's outdoor air maximum concentrations. The Canadian Environmental Protection Act cites:

a. 5 ppm as the maximum desirable level for Carbon Monoxide in an 8 hour period, and

b. 0.032 ppm as the maximum desirable level for Nitrogen Dioxide on an annual basis.

The Best Defense is Awareness and Training - Over the past 30 years, awareness has proven to be an effective tool for managing IAQ issues. Facility staff members who understand the importance of ventilating or purging the building on a regular basis can prevent harmful contaminants from collecting.

When buildings are renovated or new equipment is purchased, staff members who are aware of IAQ can encourage investment in enhanced ventilation systems and choose ice surfacing, cleaning and other equipment that has been designed to reduce IAQ problems.

It is recommended that all full-time and part-time facility staff become familiar with the symptoms associated with overexposure to carbon monoxide and nitrogen dioxide. Early detection of an air quality problem may prevent a serious situation from occurring.

Under the Occupiers' and Liability Act, it clearly states that it is the responsibility of the building owner and/or owner representative to ensure that the building is safe for use by staff and patrons which would include IAQ.

Establishing a Program - Consider the safety measures that you as managers/supervisors and operators of the facility can put in place as you develop your air quality program.

1. Control at source

2. Control the environment

An effective Indoor Air Quality (IAQ) program will serve to protect everyone who works, visits or plays in the arena. It is imperative that a program be put in place that monitors, evaluates and controls the air quality on a regular schedule. Providing clean air involves a number of factors that, when implemented properly and consistently, will ensure a program is in place to provide the best possible and safest environment for everyone.

Fossil Fuelled Equipment Maintenance – Ontario has approximately 725 ice rinks with more than 1000 ice sheets in operation during the peak skating season. Each sheet would be serviced by ice cleaning

equipment on an hourly basis. This will include a variety of fuel sources – propane, natural gas and gasoline. There would be few if any diesel powered resurfacers in use.

It is a well-known fact that the resurfacer and edger are the most likely source for poor air in an ice arena. Poorly maintained fossil fuel equipment will contribute to elevated Carbon Monoxide and Nitrogen Dioxide levels more than maintained and tested equipment. Electric/battery equipment does not exhaust these pollutants into the arena air.

Industry Best Practice: all fossil fuelled equipment is to be serviced and tested at least once per year by a qualified technician.

Ventilation Control Measures - Mechanical or natural ventilation can effectively reduce concentrations of air contaminants in an arena. There are advantages to both methods of ventilation, and therefore, each facility may incorporate measures best suited for their particular situation. The need for regular preventive maintenance to all HVAC equipment cannot be overstressed.

- All ventilation equipment must be inspected monthly to prevent mechanical failure
- HVAC units and all ventilation equipment must be properly serviced and maintained on a regular basis.
- Consideration should be given to CO sensors or alarms (with or without interfacing with the air handling system).

Mechanical Ventilation - The ventilation rate required is that which will maintain the carbon monoxide and nitrogen dioxide concentrations within the recommended standards.

ASHRAE 62.1 2007

1.5 L/s fresh air per m² (0.3 cfm/sq.ft of ice) and 3.8 L/s (7.5 cfm) of fresh air per spectator.

Natural Ventilation - Natural ventilation refers to any cracks, windows, doors and/or any opening within the structure that will allow for an exchange of air. It is also dependant on many environmental conditions (i.e., wind velocity, temperature, etc.)

There is much less control with this type of ventilation, but there are steps which can increase the efficiency of combustion product removal during resurfacing operations:

- Opening exterior doors and/or make up air louvers provide additional fresh air during ice resurfacing;
- Opening resurfacers entrance doors/gates during resurfacing helps to break up the inversion layer by increasing air movement.

Industry Best Practice: Facility fresh air intakes should be protected whenever possible from contaminated outdoor air. Vehicles left idling near a fresh air intake will significantly impact indoor air quality. Fresh air intakes should be posted as no idle zones.

Ice Resurfacers/ Refrigeration Room Monitoring

The following requirements are set to help control gas escape at the source. Please confirm that this equipment has been installed and is regularly tested by a qualified technician.

- **Natural Gas** A methane detector (gas Code B-149) is required within a foot of the ceiling in the room where the ice resurfacers is being refuelled. The methane detector and a minimum 200 cfm intrinsically safe extraction fan must be wired in parallel sequence to the remote panel in the room (which the refuelling hose runs from).
- **Propane** - Propane gas is heavier than air and as such will sink to low lying areas. Building and gas codes require that all floor vents or snow pit areas be power-vented.
- **Ammonia** B-52 Mechanical Code requires the installation of gas monitoring systems.

Check the most appropriate building and gas codes for the most up to date information on this requirement. Be sure to consider your supplier as a resource for safe use and installation requirements.

Training Staff training is essential. Facility staff must be properly trained at regular intervals in the following areas:

- Proper use and knowledge of air quality monitoring equipment;

- Proper maintenance of air quality monitoring equipment;

- Accurate records of air quality data;

- Proper use and maintenance of ice resurfacing and other maintenance equipment;

- Proper ice maintenance practices;

- Awareness of hazards and the symptoms associated with excessive exposure to carbon monoxide and nitrogen dioxide;

- Emergency procedures, including evacuation, with respect to high levels of carbon monoxide and nitrogen dioxide;

- Understanding of procedures for air quality control within the workplace.

Industry Best Practice: Provide all ice arena staff with air quality awareness training as part of an employee orientation and workplace training program.

Role of the Public Health Department – It is important to understand the role of the local Public Health Department in air quality monitoring in ice arenas. Local Public Health inspectors are charged with maintaining public safety with respect to health protection. They may choose to undertake a regular comprehensive air testing program in ice arenas in their regions as part of their mandate. However, **this should not be an expected service**. It is important to note that such inspections are NOT an air quality testing program. Air quality spot inspections by a Health Inspector should be considered a check and balance to the ongoing efforts of facility staff in this regard.

Facility managers/supervisors should work closely with their Health Inspector in the sharing of information, testing protocols and log book recordings. Feel free to share this document with any health official.

Documenting a Program - Once an internal air quality program has been set up to maintain air quality standards, the program should be documented in writing. The written program shall be made available to all staff upon request with extra copies available upon request from the public and users. The facility operators need to be aware that

the amount of pollution that equipment produces and the effectiveness of ventilation systems can fluctuate.

Industry Best Practice: That a facility air quality monitoring program include testing the air:

- A minimum of once per week
- Selecting a time when the equipment and facility is being heavily used.
- A written record of the test measurements to evaluate if gas levels are getting too high.
- An action plan is to be implemented if toxin levels are too high.

Testing Equipment – The ORFA does not undertake the recommending of specific testing equipment to be purchased. Be aware that no one tester is available to automatically monitor all indoor air toxins. Prior to purchasing a tester the facility manager must first carefully review all Material Safety Data Sheet (MSDS) information relating to chemicals and gases used in the building. This information will be vital in determining what type of tester is required.

You will need to consider a gas detector that can test for a variety of gases. Typical testers in the marketplace check for explosive gases, carbon monoxide and hydrogen sulphide. Each tester will have limitations in identifying even these gases. Asking the representative to explain the limitations of the tester is essential in making the correct purchase.

Beyond the 3 previously mentioned detector gases, many arenas will need to consider Nitrogen Dioxide and ammonia as possible air toxin to be tested. Aquatic facilities might need to consider other detectors for hazards such as oxygen deficiency, carbon dioxide or chlorine. Monitoring for humidity and temperature levels may also need to be considered as part of an overall monitoring plan.

Advancing technologies continually simplify and expand the features and performance of modern air testing instruments. Older equipment that utilized a stain glass tube detector is no longer acceptable as the most accurate method/equipment. Tubes for this equipment have a “shelf-life” can be affected by humidity and must be controlled,

There are simple real time measuring devices on the market that can provide +/- 5 percent accuracy of the concentration of toxic gases in an arena. Some detectors are battery operated to give instant digital readings. Others are plug in devices capable of recording gas concentrations with a data logger for a permanent record of exposure levels.

Gas detectors need to be regularly calibrated. This requirement must be carefully considered as part of the purchasing process. Calibration must be simple so that frontline staff might be able to calibrate on demand.

Industry Best Practice: Owners of arenas should have air quality testing equipment to test air on demand in an ice arena. When purchasing air testing equipment the following criteria should be considered:

Ease of use – the equipment should achieve performance while providing ease of use to all facility safety staff after a relatively short training period

Four (4) gases – when purchasing the equipment it should be able to test for four gases

Calibration – Calibration of testing equipment should be achievable with little difficulty by facility staff or outside service personnel

Testing Protocols – Testing should occur in areas where people are likely to be exposed at their breathing zone level.

Tests should be taken at:

- Various established areas on the ice surface
- Dressing rooms
- Lobby and concession area
- Players benches
- Spectator bleachers

Please Note: Operators must be aware that for buildings using natural gas or propane powered units should have air monitoring equipment capable of measuring both Carbon Monoxide and Nitrogen Dioxide levels. Propane and natural gas powered units reaching the end of their lifecycle can emit either gas depending on the carburetion settings. If the settings are too rich (propane or natural gas) gives off carbon monoxide; if the settings are too

lean, they can generate excessive levels of nitrogen dioxide. Operators should adjust their testing protocol accordingly to ensure both gases are being effectively monitored. You cannot rely on testing for one gas toxin if using propane or natural gas. Operators should purchase a detector that can read both nitrogen dioxide and carbon monoxide.

Industry Best Practice: It is recommended that once established, methods and locations for air quality monitoring remain consistent. In addition, a written record of air quality testing should be maintained in a bound and numbered logbook.

Emergency Evacuation Planning – As required under the **Fire Code** all facilities must have and practice an emergency evacuation plan. Toxic air evacuation must be added to the facilities planning document.

Industry Best Practice: Arena workers who encounter breaches of any law are expected to complete and submit a facility incident report or follow set policy on dealing with such matters.

User Awareness – The ORFA strongly encourages all facility management to post this document in their facilities for users to access. A copy should also be provided to all primary users of the ice sheet. A copy should be circulated with all community leaders for their general awareness on the issue of poor indoor air in ice arenas.

Safety Check for Indoor Air Quality: The following 10-questions are offered as an internal check and balance for all ice rink operations – facility managers/supervisors. All responses should be made with confidence. You should also be prepared to answer these same 10 questions should any member of the general public step forward with the list.

10-QUESTIONS TO ASK YOUR ARENA MANAGER ON AIR QUALITY IN THEIR FACILITY

QUESTION 3 CAN BE EITHER YES OR NO – ALL OTHERS ANSWERS SHOULD BE YES.	
1.	Does this facility conduct air quality tests on a regular basis?
2.	Does it have and maintain a facility air testing log?
3.	Does the local Public Health unit conduct air quality tests in this

	facility?
4.	Is the ice cleaning equipment maintained by a professional who is properly trained in such matters?
5.	Is the Heating-Ventilating-Air Conditioning and Refrigeration (HVAC) equipment regularly maintained by a professional who is properly trained in such matters?
6.	Does this facility have a training plan for all staff in regards to awareness on the issue of poor air in facilities, how to identify and respond to poor air situations?
7.	Does the facility have a manual ventilation requirement procedure or a well maintained automatic sensor system that is regularly calibrated in place?
8.	Is there a mould management plan in place for the facility?
9.	Does the facility have a copy of the ORFA's Air Quality Guidelines on file?
10.	Does the facility actively monitor emerging issues that can affect indoor air quality or the industry as a whole by reading relevant publications or attend industry related training opportunities?

Independent Facility Air Quality Testing Protocol -

Public and worker safety in arenas are our highest priorities. ORFA encourages all testing by outside agencies for indoor air quality in arenas to follow a protocol suggested below:

Information on the state of any arena air quality which is to be released to the media must be based on tests conducted by a **trained professional**; A **series of indoor tests** should be conducted throughout the facility at different times and locations with all results being posted; **Outside air should be tested** and weather patterns observed as part of the process;

Facility management should be contacted to advise of the planned testing exercise – the “10-Questions to Ask Your Arena Manager on Air Quality in Their Facility” should be part of the testing protocol;

The person, agency or company conducting the test should feel free to **contact the relevant provincial or territorial recreation association** to obtain the most up to date information on facility air quality issues and management indoor air management techniques.

GLOSSARY

Air pollutants - Primary pollutants are produced as a result of combustion of fossil and biomass fuels. They include: carbon monoxide, nitrogen oxides, sulphur dioxide and particulates. Secondary air pollutants are formed by chemical and photochemical reactions of primary air pollutants and atmospheric chemicals. Ozone is an example of a photochemical oxidant, the group of oxygenated chemicals formed by photochemical reactions.

Carbon Monoxide - Carbon monoxide is a colourless, odourless, tasteless gas. It is a product of incomplete fuel combustion, and is produced in larger quantities by gasoline, propane and natural gas than by diesel engines. Carbon monoxide reduces the oxygen carrying capacity of the blood.

Exposure - The result of being brought into contact with a contaminant in the environment

Inhalable particulate - Particulates that have a diameter of less than 10 microns (e.g.; PM2.5, PM10)

Nitrogen Dioxide - Nitrogen Dioxide (NO₂) also known as Oxides of Nitrogen (NO_x) is a dark brown or reddish brown toxic -as with a pungent, acrid odour. It is present in vehicle and fuelled power equipment as unwanted by-products of firing processes at high temperatures. It can also be found in emissions from combustion appliances gas stoves, furnaces, diesel generators, etc. Nitrogen Dioxide causes shortness of breath, irritation to the eyes, mucus membrane, lungs and other respiratory organs.

Nitrogen oxides (NO_x: Includes nitric oxide (NO), nitrogen dioxide (NO₂), nitrate and its ions.

Ozone - A colourless gas consisting of three oxygen atoms. It is an important component of

photochemical smog, and is formed as a result of chemical reactions between nitrogen oxides and volatile organic compounds in the presence of sunlight in the lower atmosphere. Ozone also occurs naturally in the upper atmosphere, where it shields the earth from harmful ultraviolet rays.

PM10 - Particulate matter (PM) with an aerodynamic diameter less than 10 microns (10 millionths of a metre); it includes the finer particles known as PM2.5. The principal sources of these particles are road dust, construction activities, forest fires, agricultural activities and industrial emissions (Ministry of Environment and Energy, 1996). These 'coarse mode' or inhalable particles tend to collect, "in the upper portion of the respiratory system, affecting the bronchial tubes, nose and throat" (McDougall et al., 1993). The constituents of these coarse mode particles include silicone, titanium, aluminum, iron, sodium and chlorine (Bascom et al., 1996).

PM2.5 - Fine or respirable particulates with an aerodynamic diameter less than 2.5 microns. They constitute 50-60% of the total PM2.5 in Ontario, and principle sources include diesel and gasoline engines, fuel combustion, power plants and industrial emissions, (Ministry of Environment and Energy, 1996). These particles can work deep into the lungs, where they remain trapped for a long period of time.

They also include tobacco smoke - "smoking from a single cigarette raises indoor air concentrations of sub-micron particles from 10 to 100 fold" (McDougall et al., 1993) - as well as the irritant acid particle of sulphur oxides and nitrogen oxides; a size that can easily penetrate deep into the lungs (e.g. Chromium (III) oxidizing for form Chromium (VI). Ontario has banned smoking in all public facilities.

Acronyms:

CO - Carbon Monoxide

NO - Nitrogen Oxide

NO₂ - Nitrogen Dioxide

NO_x - Nitrogen Oxides

PM10 - Particulate matter (PM) with aerodynamic diameters less than 10 microns (10 millionths of a meter)

PM2.5 - Fine or respirable particulates (particulate matter (PM)) with an aerodynamic diameter less than 2.5 microns

ppb: parts per billion

ppm: parts per million

TLVs - Threshold Limit Values

TWAEV - time-weighted average exposure value

Understanding Gas Readings/Levels

Reading are in parts per million (ppm) or in % of volume

1,000,000ppm = 100% volume

100,000ppm = 10% volume

10,000ppm = 1% volume

1,000ppm = 0.1% volume

100ppm = .01% volume

10ppm = .001% volume

1ppm = .0001% volume

% Volume = Volume in Air

Oxygen

- (O₂) readings are always in volume %
- Normal oxygen levels are between 19.5-23%
- Readings below 19.5% means that the detection instrument is showing you levels that indicate the start of a lack of breathable air in this space
- Readings above 23.9 indicate a change in the air and that this space is now showing levels in the flammable range area which should cause for alarm as this space is now in the danger zone for a possible fire

Explosive LEL stands for Lower Explosion Limit and is identical to the LFL (Lower Flammability Limit). It is the lowest concentration of a substance in air that will produce a flash / fire when an ignition source is present. A substance will not support combustion below the LEL since the concentration is to "lean".

UEL stands for Upper Explosion Limit and is identical to the UFL (Upper Flammability Limit). It is the highest concentration of a substance in air that will produce a flash / fire when an ignition source is present. A substance will not support combustion above the UEL since the concentration is to "rich".

Explosive or Flammable Meters provide digital values between 0 – 100% L.E.L (based on a specific calibration gas). The percent that appears on the meter is the percentage of the LEL for the calibration gas. The calibration gas may not be the same as the gas being detected at the time of use.

If the measurement is over 80% of the LEL, get out immediately and call emergency services (Fire).

Humidity

- Humidity levels should be between 35% RH to 70% RH
- Hockey or skating rink 40 to 55%
- Swimming pool 50% to 65%
- Office setting is 45 to 55% RH.

Carbon Monoxide Levels

- Should not exceed 25 ppm
- Average for a work place or office setting is below 5 ppm

Carbon Dioxide Levels

- Should not exceed a 1000 ppm
- Average for a work place or office setting is below 800 ppm

Air Temperature

- Air temperature will vary depending on the work environment and surroundings.
- Most office settings are around 20 to 22 degree Celsius or 69 to 71 F.

Facility Staff Indoor Air Quality Awareness Test

You have just read the **ORFA's Guidelines for Arena Indoor Air Quality** document. This short test will help ensure you have understood the information and reconfirm your commitment to a safer workplace.

1. Any person working in an Ontario workplace is protected under what piece of legislation?

2. What groups of people are at the highest risk from poor indoor air quality and why?

3. When a significant indoor air quality event occurs – what is the most likely reason?

4. Give 3 examples of poor air contributors other than the ice cleaning equipment?

5. Describe Carbon Monoxide?

6. Describe the effects of Carbon Monoxide on the human body?

7. Describe Nitrogen Dioxide?

8. Describe the effects of Nitrogen Dioxide on the human body?

9. What are UFPs?

10. What are considered some of the impacts on the human body from UFPs?

11. What is the most effective approach to managing indoor air quality?

12. To help reduce the risk of poor indoor air – what should occur to the fossil fuelled equipment each year?

13. What must be done to the HVAC systems on a regular basis to help reduce the potential for a poor air situation?

14. Natural ventilation is one of the best tools frontline staff have if they suspect a poor indoor air situation is occurring – describe what this means?

15. What are the four primary parts of a facility air quality testing program?

16. Give four recommended locations of where air should be tested in an ice arena?

17. Under the Fire Code each facility must have and practice one of these?

18. Can you answer the 10-questions to ask every facility manager about indoor air quality found in the **ORFA's Guidelines for Arena Indoor Air Quality**

Yes ____ No ____

19. If you discover a user group "smoking" in a dressing room – what is your responsibility?

20. Give four examples of how you might help reduce the potential for poor air in your facility.

21. What does the acronym ALARA stand for?

Further Recommended Workplace Specific Training:

Worker to be shown by a competent person: ☒

- ☐ The testing equipment and how it works
- ☐ How to calibrate the equipment
- ☐ Where to conduct air quality tests
- ☐ How to log these test results
- ☐ How the ventilation system works
- ☐ What to do when an emergency occurs and evacuation is required

Workers Signature

Managers Signature

Date:

Sources and Acknowledgements:

- Public Services Health & Safety Association Representatives, including Occupational Hygienists with designations of ROH (Registered Occupational Hygienist and CIH (Certified Industrial Hygienist). Health and Safety Ontario - <http://www.healthandsafetyontario.ca/PSHSA/Home.aspx>
- Members of the Canadian Recreation Facilities Council <http://www.crfc.ca>

Resources:

- The WSIB has a volunteer Program for Exposure Incident Reporting (PEIR) that may be filed by the employee(s) or employer for reporting unplanned exposures to chemical, physical or biological hazard resulting from a leak, spill, escape, explosion or direct physical contact. A PEIR report can be submitted to the WSIB by either the worker or employer (including the names of employees, date and type of incident/exposure etc.) which will create a 'surveillance' claim for each individual. Notifications of claim registration are then sent to both employee & employer from WSIB. <http://www.wsib.on.ca/en/community/WSIB/230/ArticleDetail/24338?vgnextoid=4d8ae35c819d7210VgnVCM100000449c710aRCRD>

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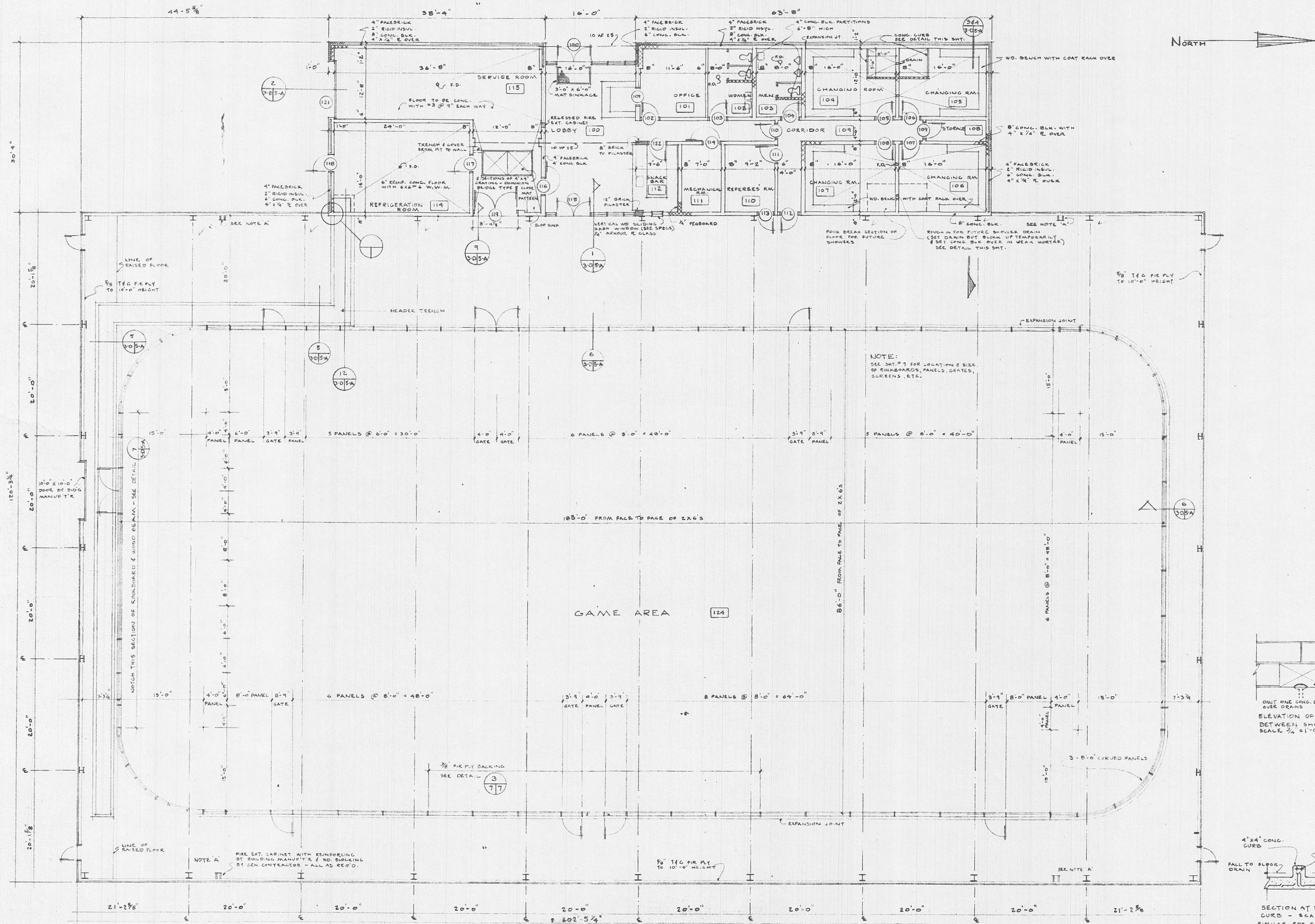
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T. 416-426-7062 F.416-426-7385 www.orfa.com

Appendix 'C'

Reference Drawings



REVISIONS	
NO.	DESCRIPTION

COMMUNITY CENTRE
GOULAIS AVENUE

FOR THE CITY OF
SAULT STE. MARIE, ONT.

D. PERRY SHORT, ARCHITECT
515 ALBERT ST. EAST
SAULT STE. MARIE, ONTARIO

MAIN FLOOR PLAN

DATE	SCALE	3-D
MARCH/67	1/8" = 1'-0"	
DRAWN BY L. FRANKO	JOB NO. 223-A	



MET ENERGY SYSTEMS
Consulting Engineering
477 Queen Street East, Suite 204
Sault Ste. Marie, ON P6A 1Z5
Tel: (705) 942-3344
Fax: (705) 942-1477
www.meteng.on.ca

March 8, 2017

MET Project #: 17M23

City of Sault Ste. Marie
Building Department
99 Foster Dr.
Sault Ste. Marie, ON
P6A 5N1

Attn: Mr. Tom Vair, Deputy CAO, Community Development and Enterprise Services

RE: W.J. McMeeken Centre, 616 Goulais Ave., Sault Ste. Marie, ON

On Wednesday, March 7th, 2017, Mr. Tim Janzen reviewed the site with Mr. Tom Vair and other city staff. All of the upgrades that had been recommended in our report for Public occupancy have been completed.

Based on our onsite review and inspections during the duration of the project, we find the work noted above complete. All work has been completed in conformance with our report and we have found the facility safe for operation and for public.

If you have any further questions, please do not hesitate to contact us.

Yours truly,

A handwritten signature in black ink, appearing to read "Tim Janzen", written over a circular stamp.

Tim Janzen, P.Eng.





Memo

MET ENERGY SYSTEMS
Consulting Engineering
477 Queen Street East, Suite 204
Sault Ste. Marie, ON P6A 1Z5
Tel: (705) 942-3344
Fax: (705) 942-1477
www.meteng.on.ca

ATTENTION: Tom Vair, *Deputy CAO*

DATE: March 20, 2017

COMPANY: City of Sault Ste. Marie

MET REF.: 17M23

FROM: Jim Liguori

DOCUMENT NO.: M001

COPIES: Tim Janzen, P.Eng.

SUBJECT: W.J. MCMEEKEN CENTRE – CO INVESTIGATION – FOLLOW UP

NO. PAGES: 1 (including this page)

Tom,

In response to a second incident of CO gas detection at W.J. McMeeken Centre, which took place on Sunday Evening March 19th, MET Energy Systems has visited the site and provides the following summary and recommendation.

A CO gas alarm was initiated on Sunday Evening March 20th. The plug-in CO monitor in Dressing Room #3 was the monitoring unit triggered. Sault Ste. Marie Fire Services and Union Gas were called to the site immediately upon alarm. Sault Ste. Marie Fire Services report showed CO readings of 56 ppm in dressing room #3. Union Gas report lists 50 ppm in the South Mechanical Room measured near the HWT appliance. The A.O. Smith Gas-Fired Hot Water Tank was described as “intermittently back-drafting”, and therefore the appliance was shut-down and tagged with infraction.

MET was contacted first thing Monday morning to visit the site and investigate the incident further. On-site investigation with the HVAC contractor and testing of the appliance did not show any repeat back-drafting. Even though the faulty operation could not be recreated, the Union Gas technician reported intermittent back-drafting and therefore we strongly recommend that the HWT be replaced at this time. Furthermore, we recommend that the HWT be replaced with a sealed combustion type appliance in order to prevent any possibility of back-drafting in the future.

Feel free to contact us with any questions or concerns.

Regards,

Jim Liguori
MET Energy Systems

NOR MECH ENGINEERING INC.

Mechanical & Electrical Consulting Engineering

1141 Old Garden River Road, Sault Ste. Marie, Ont. P6A 6J8

Phone: (705) 942-0114

Fax: (705) 942-0181

Email: normech@shaw.ca

Date: March 31, 2017

Page: 1 of 5 (plus attachments)

To: City of Sault Ste. Marie - Community Development
and Enterprise Services.

Attn: Tom Vair - Deputy CAO

Project: #P1141

From: David Barban, P.Eng.

Re: **W.J. McMeeken Centre - Site Investigation and Engineering Study Report.**

ENGINEERING STUDY REPORT:

As per your request, our office conducted a site investigation of the existing McMeeken Arena on March 21, 2017 at 2:45pm, to further investigate the existing facility, due to continued Carbon Monoxide Gas issues within the building. This Engineering Study Report should be used in conjunction with the initial Consultant's Report and their respective recommendations that were provided to the City on March 4, 2017.

During our site investigation, we were accompanied by Jason Mihailiuk @ City, as well as two HVAC Service Technicians from Henderson Metal (Jason White & Travis King) that happen to be on site replacing an old faulty gas-fired atmospheric domestic hot water tank behind the Canteen.

The following is a summary of observations made, complete with our recommendations to further assist the City in correcting existing facility deficiencies and eliminate possible pollutant sources, particularly with respect to the existing old heating and ventilation systems.

1) Upon arrival on site, we constructed similar conditions to how the facility would normally operate during ice resurfacing, but less the zamboni operation. While the rink exhaust fan and makeup air louvre system were operating, we opened & closed the main front entrance doors to the arena, simulating patrons coming & going. It was observed that there was a very significant 'pressure differential' in the building, with the corridor leading down to the Changerooms acting as a wind tunnel. It was significant enough, that the hair on your face would blow in the wind. These corridors are basically open to the arena at the north end, so this corridor is acting as further makeup air for the rink, during the resurfacing and operation of the large evacuation exhaust fan at the south end of the rink.

2) It should be noted that it is not problematic that there is a negative in the building when the ice resurfacing process is underway. In fact, for an older building like the McMeeken you actually want the negative pressure differential, so that fresh makeup air is drawn into the rink, to dilute and purge the rink from pollutants such as from the gasoline operated zamboni while it is cleaning the ice. However, one significant problem is that gas-fired atmospheric type equipment do not operate properly with negative pressure issues, and can experience chimney down-draft issues, whereby makeup air can be drawn into the building down the chimney flues, instead of the equipment flue gases rising up & out the chimney.

3) The two existing gas-fired furnaces that heat the Lobby, Canteen, and Changerooms have their return air pulled from the corridor. Both furnaces have been upgraded to sealed-combustion higher efficiency furnaces, so they will not be adversely affected by the building's pressurization differential during ice

resurfacing. However, since the return air for the furnaces pull from the corridor, any contaminants or odours present in the corridor would easily be recirculated back to furnaces, and distributed to the Canteen, Lobby, and Changerooms. This explains why the carbon monoxide from the Canteen DHW tank, was so easily distributed into the Lobby and Changerooms.

4) Upon further investigation, it was observed that due to 'pressure differential' in the building, the atmospheric DHW Tank behind the Canteen, was experiencing chimney flue 'down-draft' conditions, so that the products of combustion from this atmospheric DHWT, were not rising up the chimney, but instead were spewing down into the Mechanical Room and making their way out into the corridor, where they were quickly swept away down the corridor, and these contaminants were drawn into the heating furnace return air grilles, where they were re-distributed to the Changerooms and Lobby areas. We witnessed and felt the downdraft in the chimney, when we conducted the above simulation. This faulty old DHWT seems to be the more than likely culprit to the latest carbon monoxide incident.

It is our recommendation that this DHW tank that serves the Washrooms & Changerooms, be replaced with a sealed-combustion (direct vented) type of unit. The City was already in the process of implementing this DHWT replacement with Henderson Metal. (See attachments for shop drawing of new sealed-combustion direct vented DHWT unit).

5) It was noted that the Zamboni Room also has an older atmospheric type DHW tank, as well as a very old atmospheric type gas-fired unit heater with standing pilot (i.e. Open flame for ignition). Atmospheric type equipment with a standing pilot, can be very susceptible to improper operation and flue venting issues, when a building is in a negative pressure condition. In fact, during our site investigation and simulation exercises, we noticed the unit heater 'misfire' on two different occasions, proving that the unit heater was being negatively affected by the pressurization issues. It is suspected that these two pieces of equipment, were also possible contributing factors to the carbon monoxide incident(s). It is our recommendation that the old atmospheric Unit Heater be replaced with a sealed-combustion (higher efficiency) unit heater, to eliminate these issues. (See attachments for shop drawing of new sealed-combustion direct vented Unit Heater unit).

It is also our recommendation that this DHW tank that serves the Zamboni, be replaced with a sealed-combustion (direct vented) type of unit. The existing electric buffer DHWT can still be utilized as additional storage and buffer tank for high use occasions. The installer should also provide a small potable expansion tank, as it was noted during the site investigation that there is significant thermal expansion (i.e. water pipe hammering). This expansion tank would correct that deficiency, and eliminate noise and potential future pipe/fitting leaks from the shaking pipes. The same potable expansion tank should also be added to the smaller new DHW tank that is being installed beside the Canteen. (See attachments for shop drawing of new sealed-combustion direct vented DHWT unit). These equipment replacements (upgrades) should be completed prior to the facility re-opening.

6) We reviewed the operation of the existing gas-fired radiant tube heaters in the rink above the bleachers. These RTHs operate with a flue vent evacuation fan, creating a positive suction to draw all the heated flue gases through the tubes and out the building exhaust vent. However, we did notice that this evacuation fan stops when there is no call for heat, which in theory, means that it leaves some flue gases (products of combustion) within the tubes. It is our recommendation that a relay be added to this RTH evacuation fan, to introduce a "post-purge" time delay, such that the fan will continue to run for +/- 1 to 1.5 minutes to ensure that all flue gases are evacuated from the tubes, before turning the fan off. This will eliminate any possibility of flue gases leaking into the rink, perhaps during times of ice resurfacing and the rink is under a 'negative'. This equipment upgrade should be completed prior to the facility re-opening.

7) The main Rink Exhaust Ventilation System was also reviewed. We attempted to get model number information off the old existing Rink Exhaust Fan, but the nameplate is old and unreadable. Cross-referencing the physical size of the existing fan & motor, as well as the actual amperage load on the motor, with exhaust fan performance charts, it appears that the exhaust air rate of this fan is 15,000 CFM. For a rink this size, ASHRAE 62.1 only requires this EF to be 12,000 CFM. Therefore, the existing exhaust air rate for the Rink appears to be more than adequate and meets the minimum exhaust air rate required by Code.

We then reviewed the existing incoming makeup air intake (motorized damper) louvre at the north end of the building, it was found to be properly interlocked with the large rink evacuation exhaust fan at the south end of the rink, as they should be.

Due to the excessive 'wind tunnel' effect in the Changeroom corridors from the Lobby exterior doors, it was suspected that the existing makeup air intake on the north end of the Rink might be too small. After further review of the existing louvre, it has been determined that this intake louvre is too small. Actually it is only rated for 7,500 CFM, and so it is 50% the required size that it should have been.

Also the existing fresh air intake's location does make it susceptible to drawing in exhaust from idling automobiles out in the parking lot.

In the short term, it is recommended that the City install an additional second intake louvre (approximately 5 ft wide x 4 ft high) on the east wall of the arena, located in between the north players bench and the NE corner of the rink. This louvre motorized damper would be tied into and work in unison with the other existing motorized damper.

8) The existing arena does not have an Automatic Gas Detection Monitoring System interconnected to the Rink Ventilation/Exhaust System. Upon review of the Ontario Building Code and the Ontario Recreation Facilities Association - 'Air Quality for Arenas' standards, the existing arena does not require to have an automatic system, as long as it does have a means of removing 'Air Contaminants', such as a manually activated Rink Ventilation/Exhaust System, coupled with regular air quality testing procedures, regular maintenance for ice resurfacing equipment, etc. However, I should point out that the Code also stipulates that the building systems should be designed using "Good Engineering Practice". Based on that statement, it is no wonder that most arenas do in fact have Automatic Gas Detection Monitoring Systems, as well as some also go so far as to interlock the ice resurfacing gates so that when the gates are opened, the system automatically turns on the rink ventilation system, and do not rely on manual operation that make it susceptible to human error.

At the very least, it is our recommendation that in the short term, the McMeeken Arena have an Automatic Gas Detection Monitoring System installed and interconnected to the existing Rink Ventilation/Exhaust System; and continue to be diligent with manually turning on the ventilation system and following the arena's established ice resurfacing procedures & protocol.

9) The existing Changeroom ventilation system is crude and does not meet current Code requirements. If this were a new facility, these rooms would be exhausted and ventilated using an energy efficient heat recovery ventilating system that would not only provide proper exhaust air exchange, but also bring in replacement fresh air too. However this is an existing condition, and does not have to be upgraded.

10) However, while reviewing the Changeroom areas, it was noted that there are existing Changerooms that are lacking exhaust air (i.e. Old exhaust Fans are burnt out and not functioning), or they do not have any proper 'sanitary' exhaust air provisions at all. These Changerooms must have exhaust air provisions, as required by the Ontario Building Code.

It is recommended that any Changeroom that has shower/washroom facilities, have their old exhaust fans replaced. The existing Referee Changeroom and Changeroom#4, which have both shower and washroom facilities, do not have any exhaust provisions at all. This is a Code violation and needs to be corrected.

Once all required exhaust fan provisions are installed, they should be interconnected to respective Changeroom light switch, so that if Changeroom is being used (i.e. Lights are on), so too is the exhaust fan. These equipment replacements (upgrades) should be completed prior to the facility re-opening.

11) For the interim, it is recommended that a 6" dia thermally insulated fresh air duct be added to each furnace return air plenum, to bring in some fresh air for the Changerooms. These fresh air intakes would work in conjunction with the new sanitary exhaust fans to bring in makeup fresh air, and help ventilate and purge these rooms of smells & odours. This is certainly not the perfect fix or system (refer to item#9 above), but it will definitely help, and at very little cost.

12) It was noticed that the northmost furnace (which was just recently replaced) does not have return air provisions for the majority of the rooms that it serves, including the Referee Room that actually has the furnace thermostat. It is recommended that the high side wall R.A. grille in corridor be modified (i.e. partially blocked off) such that it only returns approximately 200 CFM (8" dia duct), and most of the return air for this system come from new return air ductwork that can be installed along the ceiling at the west wall of the Changerooms, with return air ductwork branches added to Referee Room, and Changerooms #3 & #4. This will greatly improve the furnace operation and ventilation of these rooms.

13) Coincidentally, on the evening of March 21st, the zamboni at the John Rhodes arena broke down, so the City Staff floated the McMeeken arena gasoline powered zamboni over to the John Rhodes. After only using the McMeeken Arena zamboni for 10 minutes, the City Staff reported that the J.R. Automatic Gas Detection System went off on 1st stage reading 35ppm of carbon monoxide. Based upon this recent incident, our office recommended to the City that they should immediately get the McMeeken zamboni (which has a 4-cylinder Ford engine) reviewed and serviced at a local Ford dealership, including obtaining another emission test. Preliminary results from Highland Ford are that the zamboni does require servicing maintenance work, as it has: a faulty O₂ sensor that needs replacement, it's carburetor is leaking / faulty and needs to be replaced, and it's muffler has several leaks that should be repaired. These zamboni deficiencies could very well have been contributing to the Carbon Monoxide issues at the arena. The catalytic converter was tested and reportedly is functioning properly. At the time of writing this report, the City was still awaiting for a final Service Maintenance report from Highland Ford, including results from a second emission testing.

14) Lastly, the City Facility Maintenance staff were able to show myself the conditions of the Cimco dehumidification unit filters that were just changed. It was noted that the filters were completely 'black' with soot-like material on the media, instead of what should normally be dirty grey coloured filter media. The conditions of this filter media further reinforce the fact that there is, or has been, excessive airborne hydrocarbons present in the arena, which is more than likely from the zamboni and/or ice edger; and possibly also contributed from the bleacher radiant tube heaters and/or the old atmospheric type heating equipment.

Conclusion:

We do not think that the recent Carbon Monoxide issues were all solely due to one piece of faulty equipment. It appears that there were several potential sources, such as the: zamboni, the two old atmospheric type DHW tanks and old Zamboni Room unit heater, former old furnaces, lack of a 'post-purge' control on the radiant tube heaters vacuum fan, as well as from possible human error whereby there may have been incident(s) where Arena Staff may have inadvertently not followed the ice resurfacing protocol / operational procedures including some of the new recommendations that were just recently suggested on the earlier Consultant's Report.

Before reintroducing the zamboni back into the building, the zamboni should be repaired and serviced. Similar 'servicing' is recommended for the ice edger too. It is recommended that a regular periodic service maintenance program be implemented for both the zamboni and ice edger.

It is also recommended that before the building is reopened, that all atmospheric type equipment be replaced with new sealed-combustion type units, so that they are not adversely affected by negative building pressure during ice resurfacing procedures. This new equipment could be easily incorporated and relocated into a new arena facility if/when it is constructed. Also, these newer units will be more energy efficient, which will also help reduce building operating costs. (It should be noted that the City has already begun the process of completing these equipment replacements.)

In addition, the exhaust and ventilation systems for the Changerooms should be implemented immediately, in order to correct existing Code deficiencies, and help improve conditions within these rooms. This needs to be completed before the facility is reopened for public use.

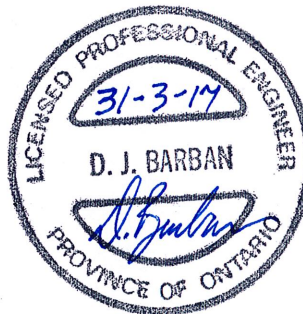
Lastly, we strongly recommend in the short term that an additional MUA louvre be added to the existing Rink Exhaust Ventilation System, and a proper Automatic Gas Monitoring System be installed for the rink with gas detection sensors installed throughout the facility. Again this new Gas Monitoring System should be considered not only as an added safety precaution, but also an investment that could be easily incorporated & relocated into a new arena facility if/when it is constructed.

If you have any questions or concerns, or wish to discuss the above further, please do not hesitate to contact my office.

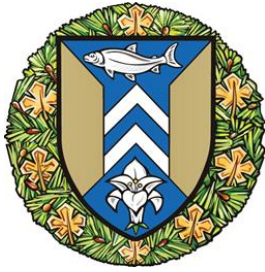
Sincerely,



David J. Barban, P.Eng.
Consulting Engineer



Attachments: - New equipment cutsheets



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

COUNCIL REPORT

April 10, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Tonazzo, RPP, Senior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: A-3-17-Z – 100 Sixth Line East

PURPOSE

The applicant is seeking Council's approval to rezone the southern portion of the subject property to facilitate the construction of a single detached rural residential dwelling, whereas the current Rural Precambrian Uplands (RP) zoning provisions do not permit residential construction on the subject property.

PROPOSED CHANGE

The applicant, Peter Stone Holdings Limited, is seeking to rezone the southern portion of the subject property, as shown on the maps attached, from "RP" (Rural Precambrian Uplands Zone) to "RA" (Rural Area Zone) to facilitate the construction of a rural residential dwelling.

Subject Property:

- Location – The subject property is located on the north side of Sixth Line East, approximately 300m (984') east of its intersection with Great Northern Road (Hwy 17).
- Size
 - Subject Property
 - The irregularly shaped subject property has approximately 622m (2041') of frontage along Sixth Line, totalling 59ha (193acres).
 - The Area to be Rezoned
 - Semi-circular shaped, with 622m (2041') frontage totalling approximately 2.43ha (6acres).
- Present Use – Wooded Area/Vacant/Voyageur Trail
- Owner – Peter Stone Holdings Limited

BACKGROUND

There have been no previous rezoning applications upon the subject property. In 1998 a rural residential building permit was issued for the subject property, which at the time was zoned Rural Area. The subject property was rezoned to Rural Precambrian Uplands Zone (RP) with the approval of a new Comprehensive Zoning By-law in 2005. The current RP zoning does not permit residential uses.

ANALYSIS

Conformity with the Official Plan (OP)

The subject property is designated Rural Area on Land Use Schedule 'C' of the Official Plan. The Rural Area Policies within the Official Plan permit residential development within the Rural Area. As such, an Official Plan Amendment is not required in this instance.

There are a number of site specific features and constraints within the area to be rezoned, such as significant slopes, limited soils, and Minimum Distance Separation Concerns. These matters are specifically addressed later in this report.

Comments

The applicant has provided rationale (attached) in support of this application, including a summary of how the current zoning came to be. Prior to 2005, the subject property was zoned Rural Area, and in fact, a rural residential building permit and septic system permit from Algoma Public Health were issued in 1998. In 2005, a new Comprehensive Zoning By-law (2005-150) was adopted by Council and remains in effect today.

The 'new zoning by-law' had the effect of rezoning a number of properties located north of the 'Shield Line', to Rural Precambrian Uplands Zone (RP). The RP zone is essentially a 'no development' zone. The rationale was twofold. First, the Precambrian Uplands area, which is the area north of the first outcroppings of bedrock, is generally characterized as having little to no topsoil, significant slopes and natural heritage features such as wetlands and watercourses. The second reason for restricting development in the Precambrian Upland area is the fact that the overwhelming majority of properties in this area do not have frontage upon a publicly owned and maintained road, with the exception of the subject property, and a number of properties located upon Maki Road beyond Allard Lake.

Council has heard two rezoning applications to permit rural residential development upon Maki Road. The first in 2008, was approved by Council, however a mitigating factor was a staff error whereby the applicant was given improper development advice prior to purchasing the property. The second in 2012, was denied by Council. Council's decision was further upheld by the Ontario Municipal Board. Although Maki Road is owned and maintained by the

Municipality, it is not maintained to a standard that is appropriate for further residential development. The road has a granular base. It has been staff's position that further development would lead to costly road upgrade requests. At that time, a review was conducted with input from Engineering and Public Works staff, and it was determined that road upgrade costs would be significant, and could not be covered via the tax levy, based upon the limited development potential of Maki Road.

Notwithstanding other site specific concerns, the subject property has frontage upon Sixth Line East, which is publicly owned and maintained to a standard that can support residential development. Based upon a GIS review, the subject property is in fact the only property within the Municipality that is zoned Rural Precambrian Uplands, with frontage upon a road that is publicly owned and maintained to an appropriate standard that can support further development.

Although the property is unique as an RP zoned parcel with frontage upon an appropriately designed and maintained roadway, there exist a number of site specific constraints:

Significant Slopes

The subject property contains significant slopes. There is a flat area adjacent to 6th Line East, and a significant slope running roughly parallel to the roadway, which goes approximately 30m (98') up to a plateau at the top of the slope. The upper plateau appears to have development potential. The flat area below the escarpment is likely too narrow to achieve the required setbacks from the base of the stable slope. The applicant's site plan attached, which was developed to support the approved building permit application in 1998 depicts a dwelling unit upon the upper plateau.

There exist a number of technical concerns that need to be addressed. The SSMRCA has indicated the area is under their jurisdiction (as per O.Reg. 176/06) and a permit would be required from the SSMRCA prior to any development or site alteration. As part of a future permit application to SSMRCA, a geotechnical report will be required, prepared by a qualified geotechnical engineer attesting the stability of the slopes to support the proposed development. It is likely that a minimum safety factor of 1.5 will be required. Furthermore, the minimum development setback from the top of the stable slope is 15m (49').

It is further noted that dumping of fill material or tree removal within 15m of the top and bottom of the stable slope will not be permitted.

The significant slope may also present access challenges. Engineering Division's comments (attached) relate to the need for driveway entrances to meet Ontario Provincial Standards (OPS), which includes a maximum slope of 8%. The area adjacent to Sixth Line East is relatively flat across the majority of the

frontage, therefore the OPS is not anticipated to be an issue at the driveway entrance. The remainder of the driveway will need to satisfy the Ontario Building Code which may require minimum width, slope and weight bearing capacity to ensure emergency vehicles (fire truck) can access the dwelling. Such details will need to be addressed to the satisfaction of the Chief Building Official, in consultation with Fire Services staff.

Shallow Soils

Another characteristic of the Shield Area is very little to no topsoil and exposed bedrock. Such features can create difficulties in establishing an on-site septic system. While it is noted that Algoma Public Health approved a septic system permit in 1998, significant amounts of fill are likely required to support a septic bed meeting today's regulations.

The subject property is also located within the Groundwater Recharge Area. Water moves along the shallow bedrock to the porous sand and gravel deposits below the Shield, where it percolates down into the city's drinking water aquifer. Having said this, as per the Sault Ste. Marie Area Sourcewater Protection Plan, residential uses and supporting on-site septic systems are not considered a significant threat within the Groundwater Recharge Area.

Minimum Distance Separation Concerns – Railway Line and Log Reload Centre

A residential dwelling is considered a 'sensitive use', meaning routine or normal activities of a residential nature, occurring at reasonably expected times would experience one or more adverse effects generated by nearby major facilities, such as rail lines and industrial uses, including the nearby log reload centre.

With regards to the railway, current Official Plan policies note that the development of a 'sensitive use' within close proximity of a rail line shall include noise and/or vibration studies, in accordance with Ministry of the Environment and Climate Change (MOECC) regulations. CN Rail, which operates this particular rail line, was circulated as part of the normal processing of this application. CN's response (attached) notes that mitigation criteria require a minimum 30m (98') setback from the rail line, where there is an appropriate safety berm. In the absence of a berm, the minimum recommended setback is 120m (393'). The 'toe' of the plateau at the top of the slope is approximately 105m (345') from the rail line. With the required minimum 15m setback from the top of the stable slope, it is likely that future residential development would be beyond the minimum recommended 120m (393') setback.

CN's correspondence strongly recommends the following additional mitigation measures:

1. A 1.83m high chain-link fence installed and maintained by the owner, along the mutual property line.

- a. It is noted that the rail line crosses 6th Line East than bisects the eastern portion of the subject property.
2. No adverse drainage impacts to CN lands, and no new overland flow to CN lands in the event of a 100-year storm.
 - a. Based upon a preliminary review, it does not appear that the proposed development would create drainage impacts to the rail line.
3. House Design/Construction mitigation measures aimed at reducing noise levels
 - a. Provision of air-conditioning
 - b. Locating noise sensitive rooms such as bedrooms on the opposite side of the railway.
 - c. Noise barrier for outdoor living areas.
 - d. 4" rigid insulation applied to foundation walls facing the railway.

The 'Odena Reload Centre' is a rail yard where logs are transferred from truck to train and vice versa. As per the MOECC's Minimum Distance Separation Criteria, the use is categorized as a Class II industrial use. Class II industrial uses are characterized as having a minimum 70m (230') influence area, and maximum 300m (984') potential influence area. The plateau on top of the cliff is approximately 130m (427') away from the nearest portion of the log reload use. Although the plateau on top of the hill is beyond the minimum influence area, it is within the potential influence area.

Odena Reload Centre was circulated as part of the processing of this application. Up to the drafting of this report, they have not communicated any comments or concerns.

In summary, the aforementioned technical concerns will require significant engineering work (design and construction) to overcome. From a technical standpoint, appropriate, safe development is achievable. The overall mitigation measures required to overcome these obstacles will be based upon exact development details and location, which are unknown at this particular time.

Holding Provision – Section 36 of the Planning Act

Given the aforementioned technical concerns, coupled with unknown detailed development plans, approval should include the use of a Holding Provision (hp) as per Section 36 of the Planning Act. Such an approval would permit the area to be rezoned for rural residential purposes, subject to a 'hold' on development until such time that technical concerns specifically outlined by by-law are addressed, to the satisfaction of Council.

Site Plan Control

In addition to a Holding Provision, it is recommended that zoning approvals include deeming the property subject to Site Plan Control. Pursuant to Section

41 of the Planning Act, Site Plan Control can appropriately ensure the property is developed and maintained in a manner consistent with the recommendations of the various studies required to remove the Holding Provision.

Site Plan Control will also grant Planning Staff the ability to review the overall site plan to ensure that future development respects the 'wilderness' character of this particular side of Sixth Line East. While minimal vegetation removal will be required to help maintain slope stability, the strategic development of the site should also consider the overall wilderness character of the area, with minimal aesthetic impacts from the roadway.

Voyageur Trail

There exist a number of trails upon the subject property, operated by the Voyageur Trail Association. The 'main' Voyageur Trail runs along the roadway below the cliff. There is also another secondary trail to a lookout fairly close to the upper plateau development area. Planning staff has had discussions with the Voyageur Trail Association who indicated that trails exist on private property by way of informal agreements with landowners. It is hoped that future development can continue to accommodate the trail or portion thereof, however it is noted there exist no formal obligations or requirements.

Consultation

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

- See attached letters –CN Railway, Conservation Authority Engineering Division.
- No objections/comments – Public Works, Building Division Municipal Heritage Committee, EDC, PUC Services

Comments (attached) were received from CN Railway, the Sault Ste. Marie Region Conservation Authority and Engineering Division. These comments are specifically addressed earlier in this report.

Up to the drafting of this report, no comments have been received from any nearby property owners. Staff has had discussions with two neighbours. Both neighbours do not object to the rezoning, but had a number of questions regarding the potential for logging activities on the remainder of the property, which is quite large. It is noted that at this point forestry activities are permitted upon the property, subject to any Ministry of Natural Resources and Forestry regulations. The specific concern raised by the neighbours is the use of the old Trout Lake Road right-of-way to access the rear lands for forestry operations.

FINANCIAL IMPLICATIONS

Approval of this application will not impact municipal finances. Support of this application is based in part, upon the fact that this portion of Sixth Line East is

owned and maintained by the Municipality, to a standard that can support the proposed development, without the potential for future service upgrade requests.

STRATEGIC PLAN / POLICY IMPACT

This application does not directly impact any policies contained within the Corporate Strategic Plan.

SUMMARY

The subject property contains a number of physical constraints; however it is staff's opinion that through the use of a Holding Provision, appropriate engineered solutions are achievable. The subject property is unique in that it is the only Rural Precambrian zoned property with frontage upon a publicly owned and maintained roadway that is of a standard to accommodate development, without the potential for costly upgrade requests. For this reason, it is Planning Staff's opinion that approval of this application will not set precedence for future requests to develop RP zoned properties.

Although there have been no formal or informal objections filed up to the drafting of this report, it is recognized that the overall 'wilderness' character of this portion of Sixth Line East should be maintained. Through Site Plan Control, staff can ensure that future development respects this character. For this reason, the upper plateau is the preferred development location. With the exception of a driveway, this location will have very little, if any visibility from the roadway. The likely building location appears to have adequate separation from the railway and log reload centre. Through a series of design and construction methods, it is Planning Staff's opinion that future land use concerns related to noise, dust odour and vibration will not be an issue.

RECOMMENDATION

Resolved that the Report of the Senior Planner, dated 2017 04 10 be received and that Council rezone the portion of the subject property shown on the maps attached, from Rural Precambrian Uplands Zone (RP) to Rural Area Zone (RA.S) with the following special exception:

1. That the portion of the subject property to be zoned Rural Area (RA) be permitted to be occupied by a single detached dwelling and buildings and structures accessory to a single detached dwelling only.
2. That the rezoned portion of the subject property be subject to the removal of a holding provision (hp). Therefore, prior to any site alteration or development, the proponent shall address the following technical concerns to the satisfaction of Council:
 - a. Slope Stability
 - i. That a geotechnical report be prepared, by a qualified geotechnical engineer, attesting the stability of slopes to support the development of the subject property, as well as any mitigating measures aimed at ensuring slope stability.

- b. Emergency Vehicle Access
 - i. That the access driveway be constructed in a manner that will ensure emergency vehicle access to the dwelling, to the satisfaction of the Chief Building Official in consultation with Fire Services.
- c. On-site Sewage System
 - i. That a septic permit be obtained from Algoma Public Health.
- d. Minimum Distance Separation from Nearby Industrial Use
 - i. Where MOECC Minimum Distance Separation cannot be achieved, the proponent shall submit a sound attenuation study, prepared by a qualified professional, which ensures that MOECC indoor noise guidelines can be achieved.
- e. Appropriate Mitigation Measures from the Rail Line, to the satisfaction of the railway operator (CN).
 - i. Where a minimum distance separation of 120m (394') is not achieved, the proponent shall submit a sound attenuation study, prepared by a qualified professional, which ensures that MOECC indoor noise guidelines can be achieved through.
 - ii. That the following mitigation measures be installed and maintained, to the satisfaction of the railway operator. Where alternative measures are proposed, such measures shall be to the satisfaction of the appropriate railway:
 - 1. A 1.83m high chain-link fence installed and maintained by the owner, along the mutual property line.
 - 2. That a drainage plan be prepared by a qualified professional, showing no adverse drainage impacts to CN lands, and no new overland flow to CN lands in the event of a 100-year storm.
 - 3. That the dwelling unit be equipped with air-conditioning
 - 4. That sensitive rooms such as bedrooms be located on the opposite side of the railway.
 - 5. That a noise barrier be installed for outdoor living areas.
 - 6. That 4" rigid insulation be applied to foundation walls facing the railway.
- 3. That the portion of the subject property to be rezoned from Rural Precambrian Uplands Zone (RP) to Rural Area (RA) Zone be deemed subject to Site Plan Control.

A-3-17-Z – 100 Sixth Line East

2017 04 10

Page 9.

Respectfully submitted,



Peter Tonazzo, RPP

Senior Planner

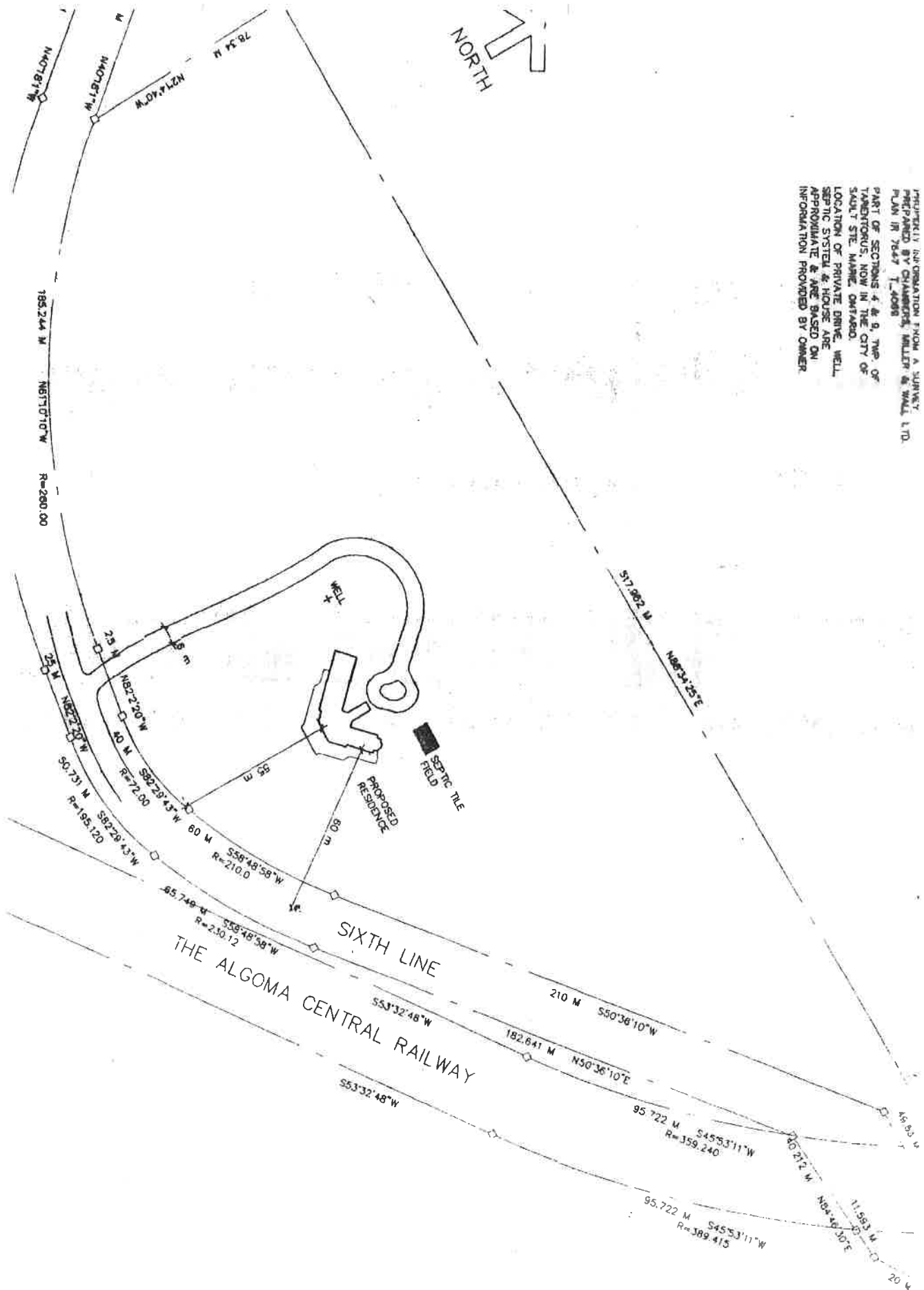
705.759.2780

p.tonazzo@cityssm.on.ca

PT/ps

Attachment(s)

PROPERTY INFORMATION FROM A SURVEY
 PREPARED BY CHAMBERS, MILLER & WALL LTD.
 PLAN R 7647 T-4088
 PART OF SECTIONS 4 & 9, TWP. OF
 TANDORUS, NOW IN THE CITY OF
 SAULT STE. MARIE, ONTARIO.
 LOCATION OF PRIVATE DRIVE, WELL,
 SEPTIC SYSTEM & HOUSE ARE
 APPROXIMATE & ARE BASED ON
 INFORMATION PROVIDED BY OWNER



des	dr	date
ale		01/1/99
		plotted
		20/01/99
		printed

17. APPLICANT'S REASONS FOR AMENDMENT:

The Applicant acquired the Subject Property in 2001.

Three years prior to the Applicant's acquisition of the Subject Property, the construction of a single family dwelling was approved by the City of Sault Ste. Marie for 2100 Sixth Line East (civic address amended to 100 Sixth Line East in 2006). A Building Permit, being Permit No. 21967 dated 1998/12/18 was issued. At the time the Permit was issued, the property was zoned Rural Area (RA).

At the instigation of the City, the Subject Property was rezoned in 2005 from Rural Area (RA) to Rural Precambrian Uplands (RP) although notice of the rezoning was publicly advertised, the applicant was factually unaware of the application. It is the Applicant's position that the result of this rezoning in 2005 is to remove most of the value of the Subject Property. The Applicant pays City taxes without reduction for the fact that the property cannot be used for any reasonable purpose.

By permitting the change in zoning from Rural Precambrian Uplands (RP) back to Rural Area (RA) only on the portion of the Applicant's property governed by this Application, the result would be that the Applicant (or subsequent owner) would be permitted to construct a single-family residence and regain value in the property. The Applicant wishes to have the ability to construct a single-family dwelling on the land or be able to market the property as capable of being used for a single-family dwelling. With respect to the environmental concerns, it is the Applicant's position that a change back to Rural Area and the construction of a single-family dwelling would result in minimal degradation of the lands and little risk of groundwater pollution, as the proposed use is residential.

The neighbouring properties and surrounding area is currently comprised of numerous zoning types, including: Rural Area Zone (RA), Rural Aggregate Extraction (REX), and Rural Precambrian Uplands (RP). Neighbouring properties on both sides of the subject lands include single-family dwellings with RA zoning, while the property across the street (Odena site) is used as an industrial site for rail to truck offloading, with zoning REX. The Subject Property should too be allowed RA zoning, like its two neighbours on either side.



2017 03 27

MEMO TO: Don McConnell, RPP
Planning Director

RE: A-3-17-Z.OP
100 SIXTH LINE EAST
PETER STONE HOLDINGS LIMITED

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

- Driveway entrances must meet Ontario Provincial Standards.

If you have any questions, please do not hesitate to contact the undersigned.

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

D. Perri, P. Eng.
Municipal Services Engineer
Public Works & Engineering Services
705.759.5385
d.perri@cityssm.on.ca

DP/

c. Susan Hamilton Beach, Public Works
Pat Schinners, Planning
Don Elliott, Engineering

Peter Tonazzo

From: planning
Sent: Friday, March 17, 2017 12:08 PM
To: Peter Tonazzo
Subject: FW: CN Comments - 100 Sixth Line East A-3-17-Z.OP

Peter,
Please note the attached response to your rezoning circulation.

Michelle

From: Nadia ElDabee [<mailto:Nadia.ElDabee@cn.ca>]
Sent: Thursday, March 16, 2017 1:34 PM
To: planning
Subject: CN Comments - 100 Sixth Line East A-3-17-Z.OP

Hello,

Thank you for circulating CN on the application noted above.

CN uses these opportunities to express potential concerns with proposed construction or extension of structures housing sensitive uses.

Please note CN's mitigation criteria includes a 30 meter setback in conjunction with an earth berm. An adequate setback must be ensured in the absence of a safety berm, CN recommends a 120 meter setback to confer equivalent protection.

Should the City approve this application CN strongly recommends the proponent be required to mitigate the potential impacts of locating a residential dwelling in such close proximity to an active railway line. Such mitigation measures include:

- A 1.83 m high chain-link fence installed and maintained by the owner(s), along the mutual property line
- No adverse drainage impacts to CN lands (in terms of flow rate, volume or any other parameter), and no new overland flow to CN lands in the event of a 100-year storm
- Provision for air-conditioning, allowing occupants to close windows during the warmer months
- Exterior cladding and windows with appropriate acoustic properties
- Locating noise sensitive rooms away from the railway side
- Noise barrier for outdoor living areas
- 4" rigid insulation applied to foundation walls facing the railway

Kind regards,
Nadia



Nadia El Dabee
Community Planning & Development
Planification et développement communautaires

nadia.eldabee@cn.ca

514-399-7844

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de le divulguer sans autorisation.*

Pat Schinners

From: Marlene McKinnon <mmckinnon@ssmrca.ca>
Sent: Friday, March 03, 2017 10:47 AM
To: Pat Schinners
Subject: SSMRCA Response - A-3-17-Z.OP - 100 Sixth Line East

March 3, 2017

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

Conservation Authority Comments:

Application # A-3-17-Z.OP
Peter Stone Holdings Limited
100 Sixth Line East
Sault Ste. Marie

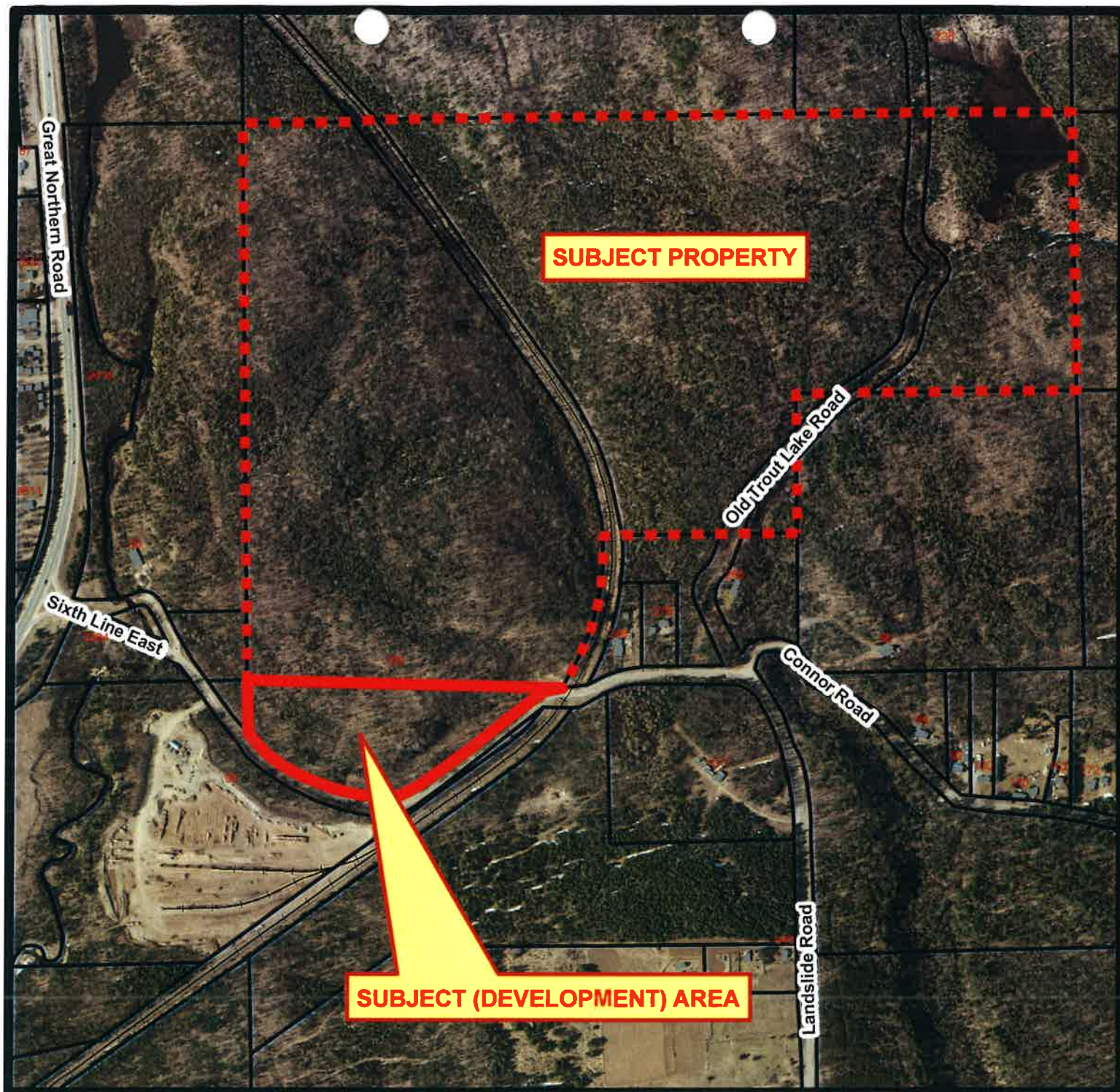
The subject property is located in an area under the jurisdiction of the Conservation Authority with regard to the Ont. Reg.176/06 Development, Interference with Wetlands and Alterations to Shoreline and Watercourses.

Any development on the subject property will require a permit from SSMRCA. Our website, www.ssmrca.ca under PERMITS has the application package with information on the process and fee structure.

Sincerely,

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

Member of Canadian Institute of Geomatics



2016 ORTHO PHOTO

PLANNING APPLICATION A-3-17-Z

100 SIXTH LINE EAST



METRIC SCALE
1 : 8000

ROLL NUMBER
030-095-069-00

MAP NUMBERS
505 & 2-73

MAIL LABEL
A-3-17-Z

■ ■ ■ Subject Property = 100 Sixth Line East

 Area to be Rezoned



SUBJECT PROPERTY MAP

PLANNING APPLICATION A-3-17-Z

100 SIXTH LINE EAST



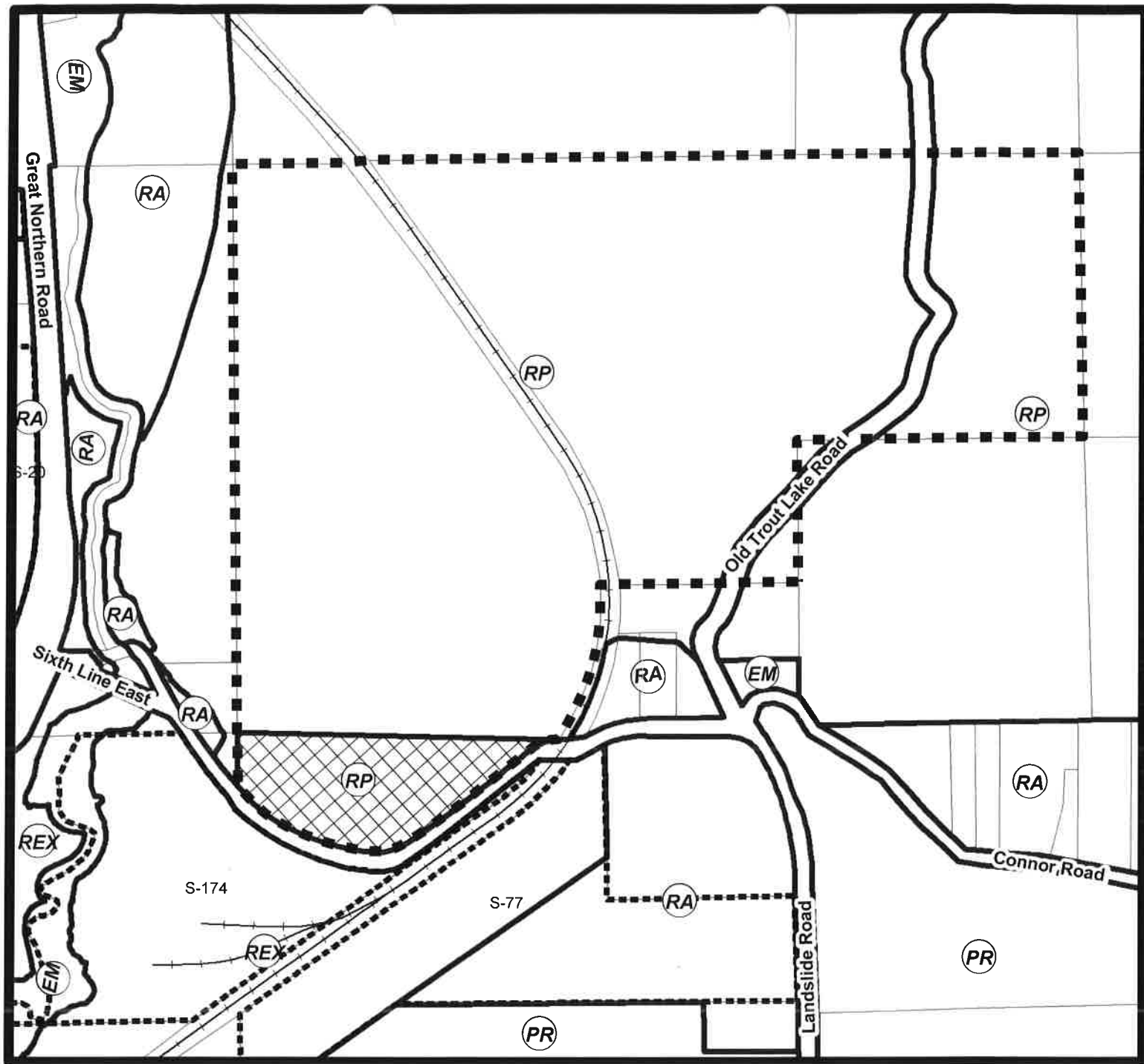
METRIC SCALE
1 : 8000

ROLL NUMBER
030-095-069-00

MAP NUMBERS
505 & 2-73

■ ■ ■ Subject Property = 100 Sixth Line East

▨ Area to be Rezoned



EXISTING ZONING MAP

PLANNING APPLICATION A-3-17-Z

100 SIXTH LINE EAST

MAP NUMBERS
505 & 2-73

MAIL LABEL
A-3-17-Z

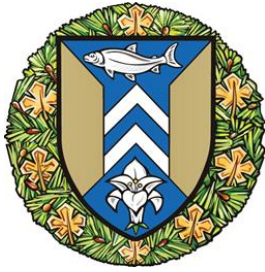
ROLL NUMBER
030-095-069-00

METRIC SCALE
1 : 8000



Legend

- ■ ■ Subject Property = 100 Sixth Line East
- ▨ Area to be Rezoned
- RA - Rural Area Zone
- RP - Rural Precambrian Uplands Zone
- EM - Environmental Management Zone
- PR - Parks and Recreation Zone
- REX - Rural Aggregate Extraction Zone
- S-# - Special Exception Zoning



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

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

April 10, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Stephen Turco, RPP, Senior Planner

DEPARTMENT: Community Development and Enterprise Services

RE: A-5-17-Z.OP – 1025 McNabb Street

PURPOSE

The applicant is seeking Council's approval to allow for the development of an automobile dealership, as well as future commercial and industrial uses.

PROPOSED CHANGE

The applicant, Dick's Garage Limited is requesting to amend the City's Official Plan by way of a notwithstanding clause to permit certain industrial and commercial uses on the subject property, and to rezone the subject property from "M1-S198" (Light Industrial Zone with a Special Exception) to "M1" (Light Industrial Zone with an amended Special Exception) adding a motor vehicle sales and parts dealership, an auto body repair establishment, car wash facilities, building hardware and garden supply stores, heavy equipment sales, maintenance and repair, industrial plaza, rental and leasing services, and repair and maintenance services.

Subject Property:

- Location – Located on the south side of McNabb Street, at the intersection of McNabb Street and South Market Street. Civic Number 1025 McNabb Street.
- Size – Irregular shape; Frontage (South Market Street): approximately 116m (380'); Depth: 243m (797'); Area: 3.14ha (7.75 acres).
- Present Use – Easterly portion – Propane Depot, remainder of property - Vacant
- Owner – Dick's Garage Limited

BACKGROUND

The applicant, Dick's Garage Limited, is owner of World Cars Complex, the local dealership for both KIA and Hyundai, located at 967 Trunk Road. The catalyst for the development on the subject property is to facilitate a stand-alone Hyundai dealership. KIA will remain on Trunk Road, as a separate dealership for that brand.

The majority of the subject property has been vacant for a number of years, with the exception of the easterly portion of the property, where a propane depot has been developed.

In addition to a new Hyundai dealership, the applicant is requesting a number of commercial and industrial uses which would allow for some flexible development opportunities in the future.

ANALYSIS

Conformity with the Official Plan (OP)

The property is designated Industrial on Land Use, Schedule "C" of the Official Plan. The Industrial policies of the Official Plan indicate that certain industrial areas can be zoned to permit a combination of commercial and industrial uses, similar to what the applicant is proposing. These areas include portions of Great Northern Road, White Oak Drive, and Second Line.

The subject property, however, is outside of those areas, and therefore, an amendment to the Official Plan is required. Staff is of the opinion that an amendment to the Industrial policies is warranted, as this site is located on a major arterial road, and is located within close proximity to the Trunk Road commercial corridor.

In addition, the Official Plan envisions that the commercial uses that may be permitted in hybrid Industrial/Commercial areas are those uses that provide a service to the travelling public or which require large lots and cannot be accommodated within existing commercial areas. These requirements are met by the applicant's proposal.

With respect to other relevant land use provisions, the subject property is within Wellhead Protection Area C (WHPA-C) of the Lorna Well. As per the Sault Ste. Marie Region Sourcewater Protection Plan, the use and storage of dense non-aqueous phase liquids (DNAPLs) within WHPA-C is classified as a significant drinking water threat, requiring the owner to enter into a risk management plan with the Sourcewater Protection Authority prior to the issuance of a building permit.

DNAPL's are liquids that are denser than water, and do not dissolve in water. A small spill can have a major impact upon the drinking water aquifer and the Lorna

Well. Examples of DNAPLs include chlorinated solvents and coal tar. The proposed automobile dealership and associated repair of automobiles may or may not require the use of DNAPLs. The Sourcewater Protection Authority will work with the owner to confirm their use, and if warranted, develop and implement a risk management plan to ensure the safe storage and handling of DNAPLs in a manner that mitigates the risk of a spill and potential contamination of the groundwater aquifer.

As well, the subject property is located within an area identified as having archeological potential. However, given the amount of soil disturbance that has historically occurred on the site, it is most likely that any archeological potential has been compromised. As such, there is no need to conduct an archeological review.

It should be noted that the Official Plan also prescribes a high standard of site design in strategic locations of the city, including arterial roads. This higher standard of design is also applicable to visitor access corridors. In these areas, high quality sign standards, as well as quality landscaping provisions will be required in new developments.

Planning staff are recommending that as a condition of approval, the subject property be designated as an area of Site Plan Control (SPC). Through the SPC process, the design policies of the Official Plan can be implemented through a site plan agreement between the City and the applicant.

Comments

The applicant is requesting to rezone the subject property to facilitate the establishment of a motor vehicle sales and parts dealership. In addition to the car dealership, the applicant is requesting that a number of other commercial and industrial uses be permitted to allow other development opportunities to proceed, should they arise in the future. The uses requested by the applicant are compatible with each other and, in staff's opinion, appropriate for the subject property.

Currently, the property is zoned "M1-S198" (Light Industrial Zone with a Special Exception to permit the storage and distribution of propane). To accommodate the proposed commercial and industrial uses, a rezoning is required by way of amending the Special Exception, adding a motor vehicle sales and parts dealership, an auto body repair establishment, car wash facilities, building hardware and garden supply stores, heavy equipment sales, maintenance and repair, industrial plaza, rental and leasing services, and repair and maintenance services.

Given the proposed combination of uses, the existing M1 (Light Industrial Zone) building setbacks are appropriate.

Auto body repair establishments are considered a Class II use under the Ministry of Environment's separation distance guidelines. For Class II uses, the guideline recommends a minimum separation of 70 meters from any sensitive uses. For this reason, it is recommended that any future auto body repair establishment be located a minimum of 70 metres from any residentially zoned lot.

A portion of the subject property faces abutting residential lands. It is recommended that for all uses within the portion of the property across from the residential lots (identified as Block A), no openings larger than 1.5m by 2.2m shall be permitted on any building façade facing those lots.

Planning staff are also recommending that the property be designated as an area of Site Plan Control. The SPC process will be used to ensure a high quality of site design, review the location of access points, address storm water management, and ensure appropriate landscaping to add to the aesthetic character of any proposed development, and to provide visual buffers between future uses and the existing residential development. In reviewing any proposed development on the subject property, staff will ensure that the development is designed in a manner that is consistent with the City's site plan design guidelines.

Consultation

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

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

Public Works advises that the location of the access point along the South Market Street frontage be confirmed and approved by the Director of Public Works.

Currently, this access point is shown roughly half-way between the rail tracks and the McNabb Street intersection. Concern has been expressed by a neighbour about the location of an access point along the South Market frontage. The location of the access points will be further reviewed as part of the Site Plan Control process, but it is generally agreed by staff that one access point will be provided along the South Market frontage, and a second access point will be provided along the McNabb Street frontage, in line with Manitou Drive.

PUC encourages the proponent to contact the PUC early in the design process to confirm the ability to provide adequate electrical and water servicing to the proposed facility.

FINANCIAL IMPLICATIONS

There are no financial implications to the Municipality as a result of this request.

STRATEGIC PLAN / POLICY IMPACT

This development proposal is not directly linked to the goals and objectives identified in the Corporate Strategic Plan.

SUMMARY

The applicant is seeking Council's approval to amend the City's Official Plan and Zoning by-law to accommodate the development of a Hyundai car dealership. In addition to the car dealership, a number of other commercial and industrial uses are being sought by the applicant.

Planning staff are recommending the necessary land use approvals to facilitate this development. The subject property is an appropriate location for the uses requested as the site is located on a major arterial road, and is within close proximity to an existing commercial corridor.

The subject property is located across from existing residential development. For this reason, it is recommended that the property be designated as an area of Site Plan Control in order to review the site layout, proposed landscaping, access locations and stormwater management.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Senior Planner, dated April 10, 2017, be received, and that Council approve Official Plan Amendment 218, permitting a combination of commercial and industrial uses on the subject property, and that Council rezone the subject property from "M1-S198" (Light Industrial Zone with a Special Exception) to "M1" (Light Industrial Zone with an amended Special Exception) subject to the following:

1. That the following additional uses be permitted:
 - a. Motor vehicle sales and parts dealership
 - b. Car wash facilities
 - c. Building hardware and garden supply stores
 - d. Heavy equipment sales, maintenance and repair
 - e. Rental and leasing services
 - f. Repair and maintenances services
 - g. Auto body repair establishments
 - h. Industrial plazas
2. That any auto body repair establishment be located a minimum of 70 metres from any residentially zoned lot.

3. That for any use located in Block A of the subject property, no openings larger than 1.5m by 2.2m shall be permitted on any building façade facing residential lots.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Stephen Turco".

Stephen Turco, RPP
Senior Planner
705.759.5279
sturco@cityssm.on.ca

ST/ps

Attachment(s)

**AMENDMENT NO. 218
TO THE
SAULT STE. MARIE OFFICIAL PLAN**

PURPOSE

This Amendment is an amendment to the Text of the Official Plan as it relates to the Industrial policies.

LOCATION

Plan 51476 Lot 14 PT Lots 15 and 16 and RP 1R2215 Part 1, Located on the south side of McNabb Street, at the intersection of McNabb Street and South Market Street. Civic Number 1025 McNabb Street.

BASIS

This Amendment is necessary in view of a request to permit certain commercial and industrial uses on the subject property.

The proposal does not conform to the Industrial Policies contained within the OP.

Council now considers it desirable to amend the Official Plan.

DETAILS OF THE ACTUAL AMENDMENT & POLICIES RELATED THERETO

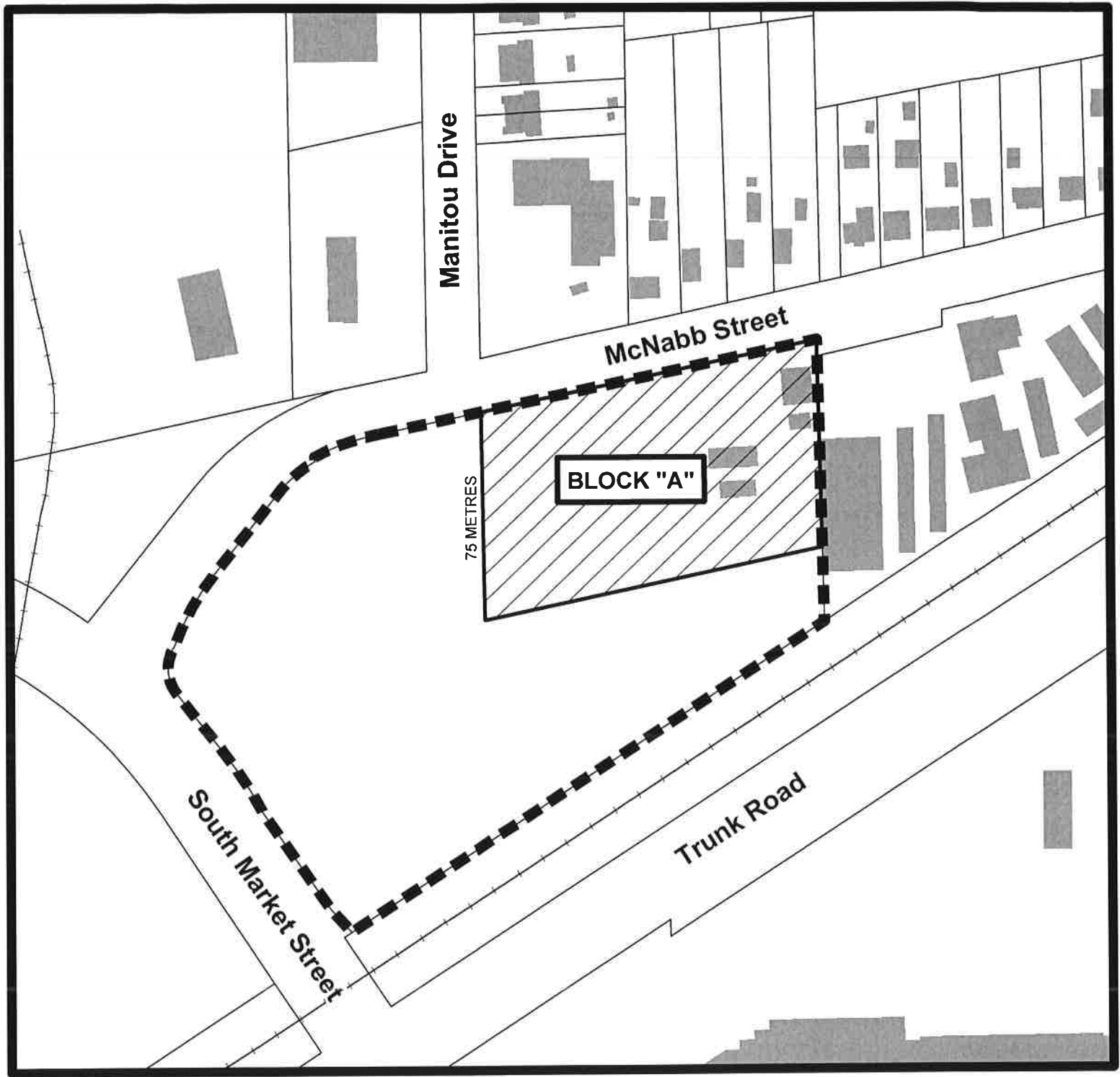
The Official Plan for the City of Sault Ste. Marie is hereby amended by adding the following paragraph to the Special Exceptions Section:

“Special Exceptions”

146. Notwithstanding the Industrial Policies of the Official Plan, lands described as Plan 51476 Lot 14 PT Lots 15 and 16 and RP 1R2215 Part 1, Located on the south side of McNabb Street, at the intersection of McNabb Street and South Market Street, Civic Number 1025 McNabb Street, may be utilized to permit a combination of select commercial and industrial uses, as set out in the accompanying zoning by-law.

INTERPRETATION

The provisions of the Official Plan as amended from time to time will be applied to this Amendment.



SUBJECT PROPERTY

PLANNING APPLICATION A-5-17-Z-OP
1025 MCNABB STREET



METRIC SCALE
1 : 3700

ROLL NUMBER
030-005-009-00

MAP NUMBERS
31 & 1-34

MAIL LABEL
A-5-17-Z

Legend



Subject Property = 1025 McNabb Street



Building Opening Restriction Area



2016 ORTHO PHOTO

PLANNING APPLICATION A-5-17-Z-OP

1025 MCNABB STREET



METRIC SCALE
1 : 3700

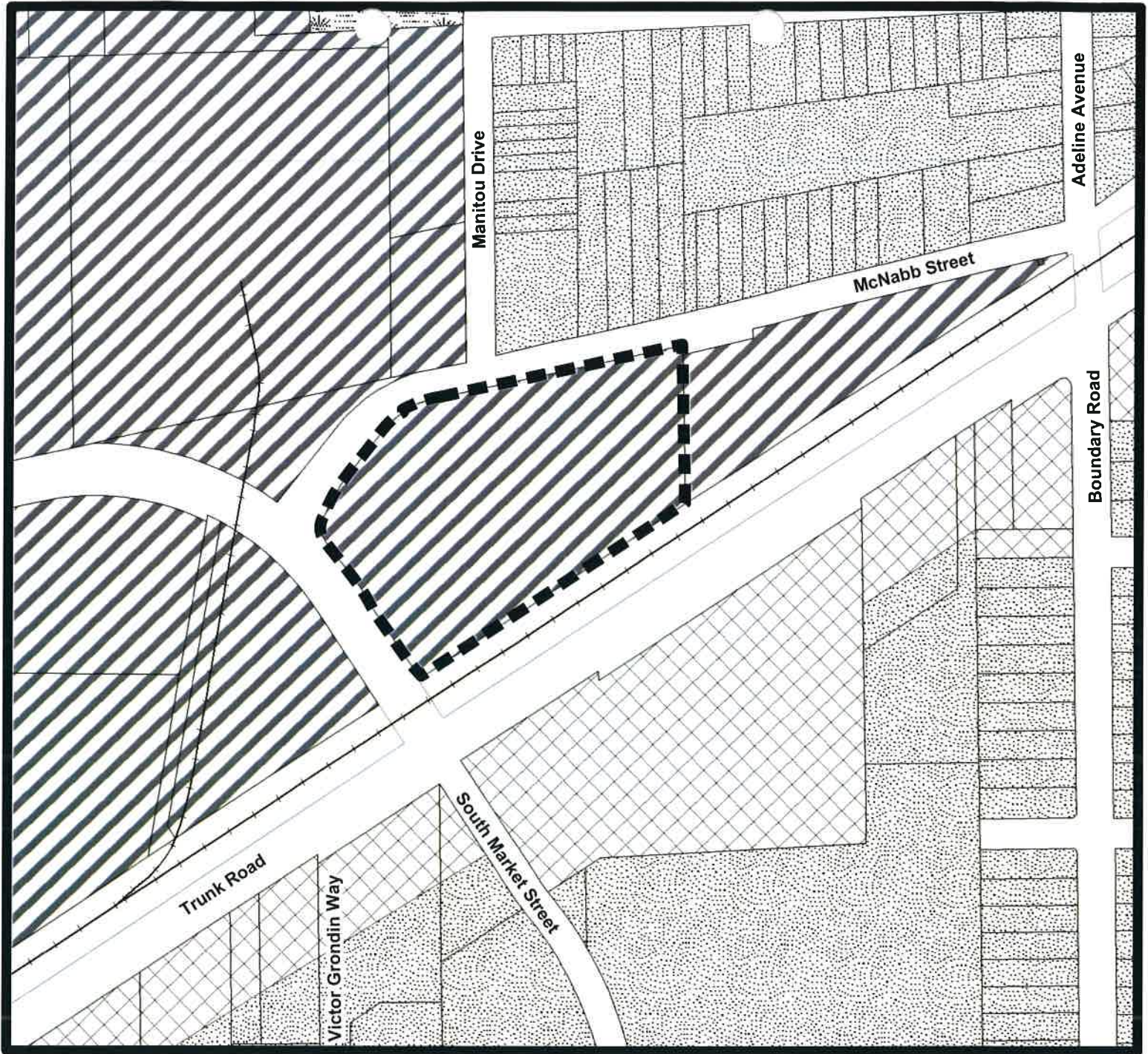
ROLL NUMBER
030-005-009-00

MAP NUMBERS
31 & 1-34

Legend



Subject Property = 1025 McNabb Street



OFFICIAL PLAN LAND USE MAP

Official Plan Schedule "C"

PLANNING APPLICATION A-5-17-Z-OP

1025 MCNABB STREET

 Subject Property = 1025 McNabb Street

Official Plan Land Use Designation

Land_Use_Designation

 Residential

 Commercial

 Institutional

 Parks Recreation

 Industrial

OFFICIAL PLAN
AMENDMENT
NUMBER

218

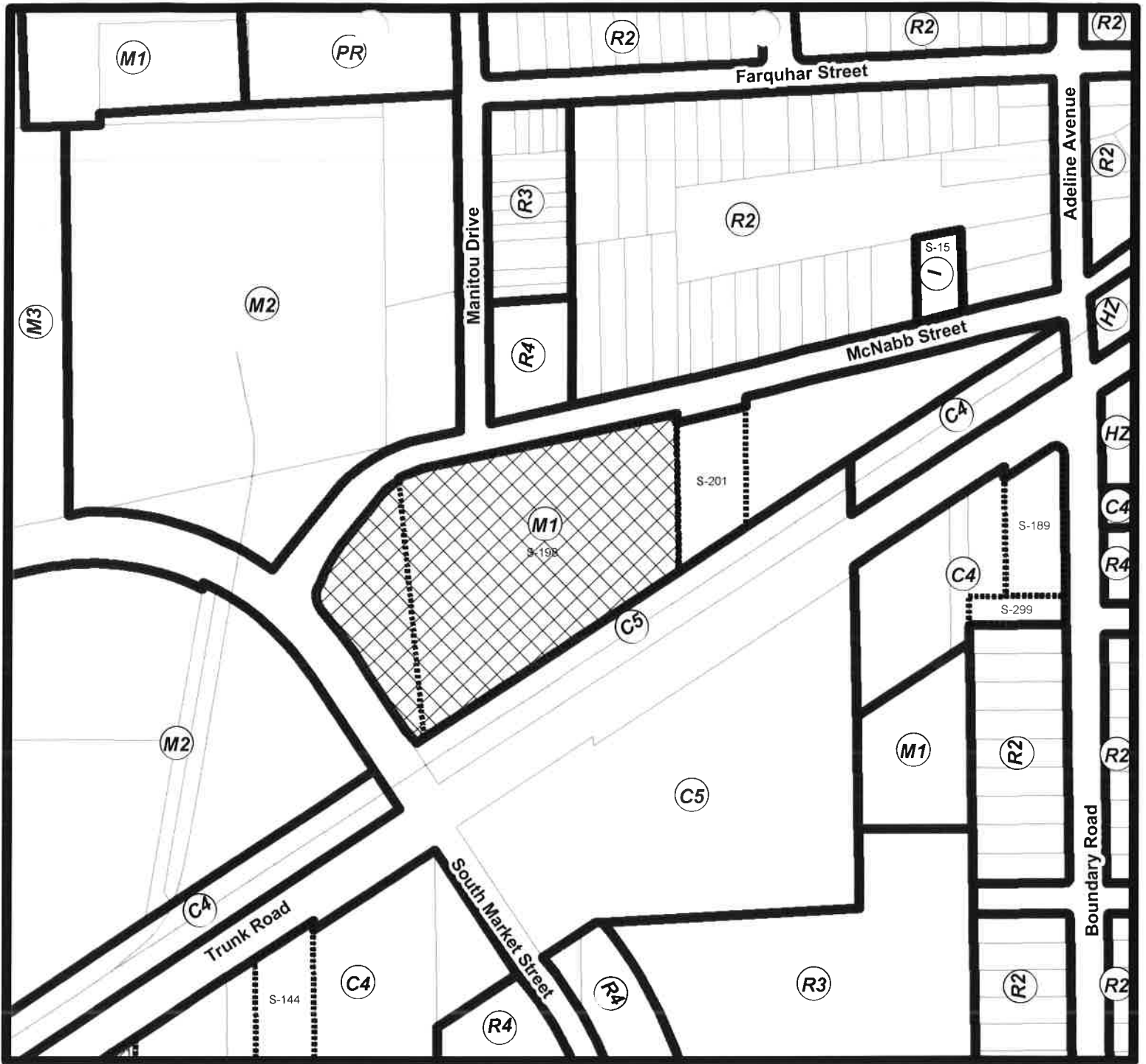


METRIC SCALE
1 : 3700

ROLL NUMBER
030-005-009-00

MAP NUMBERS
31 & 1-34

MAIL LABEL
A-5-17-Z



EXISTING ZONING MAP

PLANNING APPLICATION A-5-17-Z-OP

1025 MCNABB STREET



METRIC SCALE
1 : 3700

ROLL NUMBER
030-005-009-00

MAP NUMBERS
31 & 1-34

MAIL LABEL
A-5-17-Z

- | | | | |
|--|---|---|-----------------------------------|
|  | Subject Property = 1025 McNabb Street |  | HZ - Highway Zone |
|  | R2 - Single Detached Residential Zone; R2hp |  | M1 - Light Industrial Zone |
|  | R3 - Low Density Residential Zone |  | M2 - Medium Industrial Zone; M2hp |
|  | R4 - Medium Density Residential Zone |  | I - Institutional Zone |
|  | C4 - General Commercial Zone; C4hp |  | PR - Parks and Recreation Zone |



2017 03 21

Don McConnell, RPP
Planning Director

Dear Don:

Re: Application No. A-5-17-Z.OP

An amendment to the Zoning By-law & Official Plan –

Dick's Garage Limited

Please accept this letter from Public Works in response to the application recently received from your office. PW does not object to this project, however, we request that the location of the driveway entrance on South Market Street be subject to the satisfaction of the Director of Public Works. It has been noted on the site plan provided by the applicant that the location is to be confirmed.

Respectfully,

A handwritten signature in cursive script, appearing to read "Susan Beach", is written over a faint, larger version of the same signature.

Susan Hamilton Beach, P. Eng.
Director
Public Works
705.759-5207
s.hamiltonbeach@cityssm.on.ca

c. D. Perri, Municipal Services Engineer

Pat Schinners

From: Janice <j.grisdale@sympatico.ca>
Sent: Monday, March 20, 2017 8:29 AM
To: Pat Schinners
Subject: A-5-17-Z.OP Dicks Garage

Good morning

I have no objection to Mr Dick's proposed enterprise on McNabb St. It will help block the view from Trunk Road, of those ugly oil tanks on McNabb St.

However what concerns me is where access to his property will be
The map in the paper does not indicate this.

If access to this huge area is off of McNabb St., I see no problem since traffic is light on lower McNabb now.

If access is granted off of South Market Street, north of the railway tracks, but before Lower McNabb turn off to go east, , I think this might be problematic for traffic flow and safety.
Here's why:

Cars are turning off of Trunk Road via the short northbound ramp and at the same time that east bound cars are turning left to go north on South Market.
There is little distance/time to squeeze right if a right turn onto lower McNabb is desired. It is tight as it is. I use that short stretch of street all the time to access Manitou Part form Trunk Rd west

A driveway in this small area between Trunk and Lower McNabb turn off, on the east side of South Market would definitely affect traffic flow, since vehicles would either be slowing to enter or pulling out close to the Trunk northbound ramp..
Not ideal.

I hope the placement of his driveways reflect his address:1035 McNabb St

Thanks

Cheers
Janice
54 Jean Ave
SSM
946-1980



PUC SERVICES INC.
ENGINEERING DEPARTMENT
500 SECOND LINE EAST, P.O. Box 9000
SAULT STE. MARIE, ONTARIO, P6A 6P2

March 16, 2017

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

emailed p.schinnners@cityssm.on.ca

Dear Sir:

Re: Application No. A-5-17-Z.OP
1025 Mc Nabb Street

PUC Services Inc. has no objections to the above noted rezoning application.

We do take the opportunity to encourage the owner to have their architect or engineer contact PUC early in the planning process to confirm their ability to provide adequate electrical and water servicing to the proposed facility.

Best Regards,

PUC SERVICES INC.

A handwritten signature in black ink, appearing to be 'Rob Harten', written over a horizontal line.

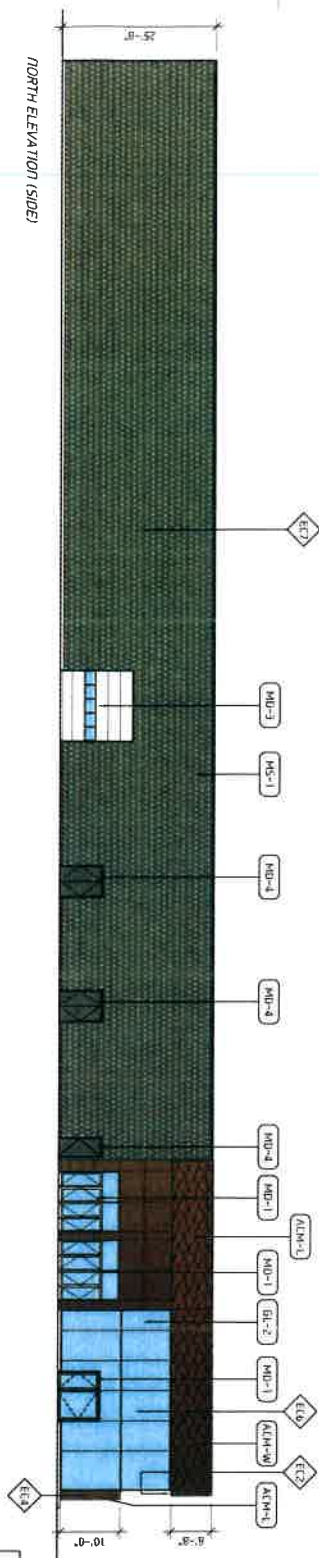
Rob Harten, P. Eng.
Manager of Engineering

A-5-17-Z.OP McNabb St [1025] Response.docx

PUC DISTRIBUTION INC.
Tel. (705) 759-6576

PUC SERVICES INC.
Fax. (705) 949-0083

PUBLIC UTILITIES COMMISSION
Email: Eng-Dept@ssmpuc.com

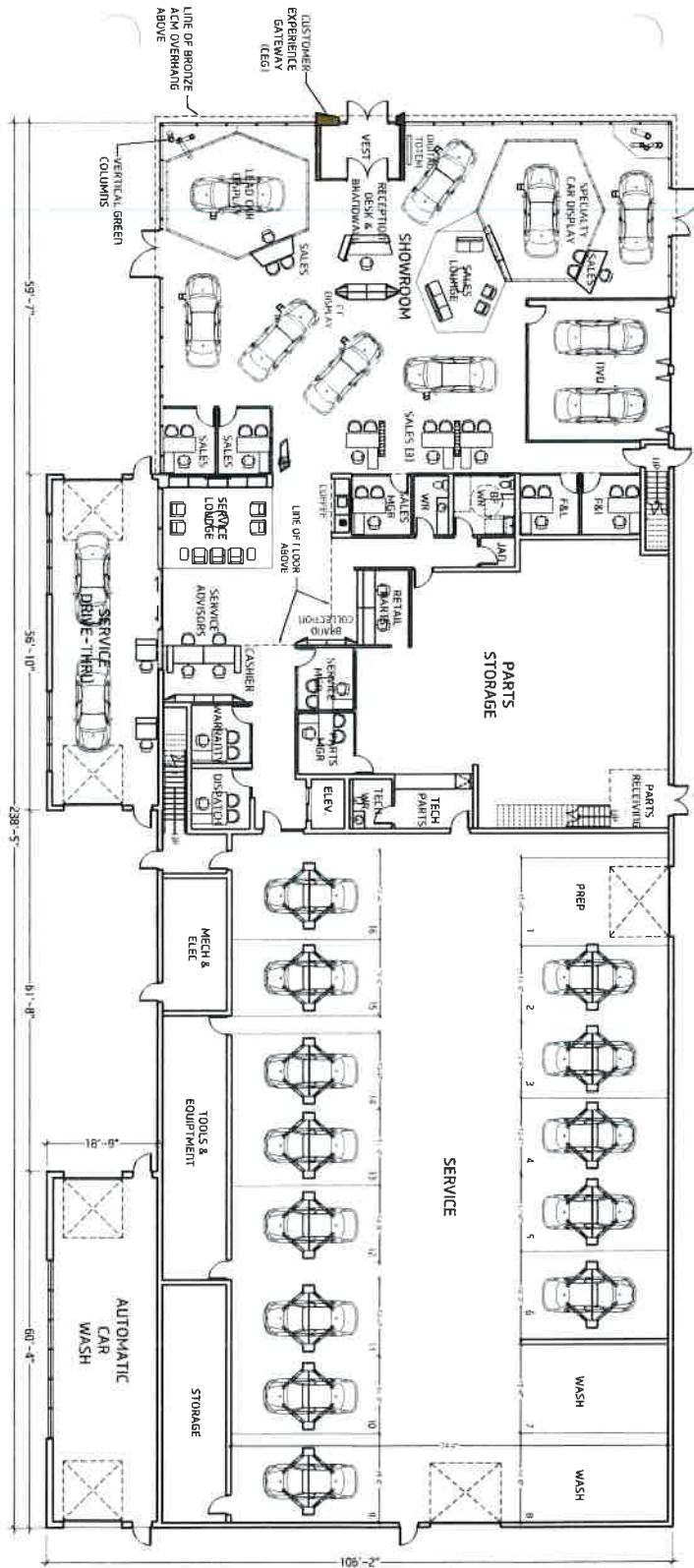
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HYUNDAI

Page 247 of 351

PROJECT: 9800.128
SCALE: 1"=20'-0"

3.0



INTERIOR COMPONENTS (IC)	
IC1	BRONZE ACM SHOWROOM CEILING
IC2	SHOWROOM WALLS AND FLOORING
IC3	LEAD CAR DISPLAY
IC4	SPECIALTY CAR DISPLAY
IC5	SALES LOUNGE
IC6	POS/IMAG. TLKAS
IC7	RECEPTION DESK
IC8	BRAND WALL
IC9	CLIQUE / TRIM DISPLAY
IC10	BRAND COLLECTION DISPLAY
IC11	VERTICAL GREEN PLANTER
IC12	WHEEL STAND
IC13	VERTICAL GREEN COLUMNS
IC14	DIGITALIZATION
IC15	SALES CONSULTATION / OFFICES
IC16	CUSTOMER RESTROOMS
IC17	RAW VEHICLE DELIVERY
IC18	SERVICE RECEPTION DRIVE-THRU
IC19	SERVICE RECEPTION ADVISORS
IC20	SERVICE LOUNGE
IC21	REPRESENTATION STATION
IC22	RETAIL PARTS AND SERVICE ADVISOR BOARD
IC23	SERVICE WORKSHOP
IC24	SIGNAGE
IC25	FURNITURE
IC26	INTERIOR LIGHTING

DISCLAIMER:
THESE DRAWINGS ARE INTENDED TO
COMMUNICATE DESIGN INTENT ONLY AND ARE
NOT TO BE USED FOR PERMIT, CONSTRUCTION OR
FABRICATION PURPOSES.
R.H. CARTER ARCHITECTS, INC.



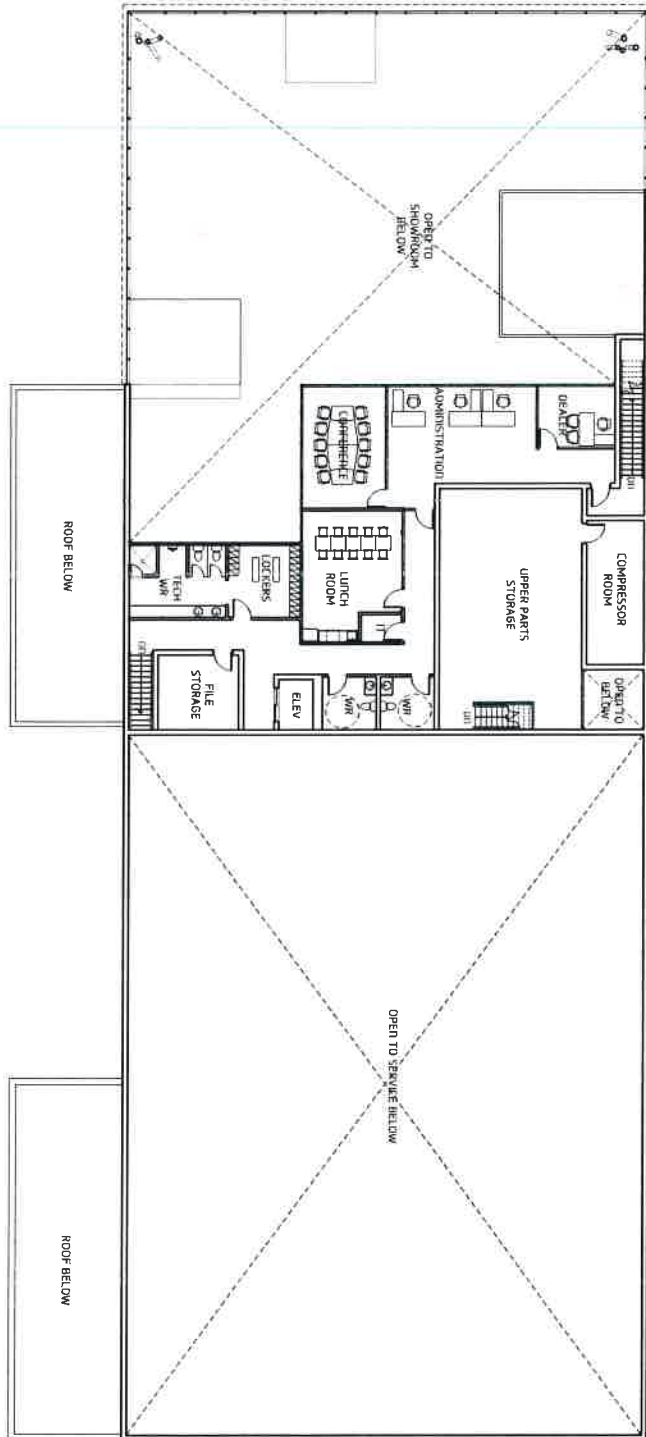
WORLD CARS HYUNDAI
SAULT STE. MARIE, ON
GROUND FLOOR PLAN



ISSUED
HACC AND DEALER REVIEW 2015/12/17
HACC & DEALER REVIEW 2016/02/23

PROJECT: 9800.128
SCALE: 1"=20'-0"

2.0



INTERIOR COMPONENTS (IC)	
IC1	BRONZE ACM SHOWROOM CEILING
IC2	SHOWROOM WALLS AND FLOORS
IC3	LEAD CAR DISPLAY
IC4	SPECIALTY CAR DISPLAY
IC5	SALES LOUNGE
IC6	GENU MANUFACTURING
IC7	RECEPTION DESK
IC8	BRAND WALL
IC9	COLOR / TINT DISPLAY
IC10	COLLECTOR DISPLAY
IC11	VERTICAL GREEN PLANTER
IC12	BRICK STONE
IC13	VERTICAL GREEN COLUMNS
IC14	DIGITALIZATION
IC15	SALES CONSULTATION / OFFICES
IC16	CUSTOMER RESTROOMS
IC17	NEW VEHICLE DELIVERY
IC18	SERVICE RECEPTION DRIVE-THRU
IC19	SERVICE HELIPAD ADVISORS
IC20	SERVICE LOUNGE
IC21	REPRESENTATION STATION
IC22	RETAIL PARTS AND SERVICE ADVISOR BOARD
IC23	SURFACE
IC24	FURNITURE
IC25	INTERIOR LIGHTING

REFER TO PAGE 51 OF 100 FOR GENERAL LOCATIONS & GRID MAKE SURE FOR MORE DETAILED INFORMATION

DISCLAIMER:
THESE DRAWINGS ARE INTENDED TO COMMUNICATE DESIGN INTENT ONLY AND ARE NOT TO BE USED FOR PERMIT, CONSTRUCTION OR FABRICATION PURPOSES.
B.H. CARTER ARCHITECTS INC.



WORLD CARS HYUNDAI
SAULT STE. MARIE, ON
SECOND FLOOR PLAN



ISSUED:
HACC AND DEALER REVIEW 2015/12/17
HACC & DEALER REVIEW 2016/06/23

PROJECT: 9906 128
SCALE: 1" = 20'-0"

April 10, 2017

Malcolm White
City Clerk
Corporate Services
City of Sault Ste. Marie

RE: Negotiations – Accountability Agreements for Economic Development

Dear Malcolm,

The Sault Ste. Marie Economic Development Corporation is fully supportive of open and transparent communications between itself and its funding agencies.

We communicated last year on the advice of our legal counsel that requiring the SSMEDC to disclose a specific employee's salary would breach the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"). Prior to May 2016, we did take the action of posting names, classifications, salary ranges, benefits and employee responsibilities for the entire organization. This action protects the privacy of our employees while still providing detailed information on the labour relations practices of the entire organization.

Instead of dealing with the salaries of very few of our employees, we have dealt with the entire organization. Working within the legal constraints that we have as an organization, we believe we have met the intention of the City's request for greater transparency. Please circulate this letter to Mayor and Council for their consideration as part of the deliberations on this motion.

Respectfully Submitted,



Robert W. Reid, P.Eng. MBA

President and Chair
Sault Ste. Marie Economic Corporation Board of Directors

CC: SSMEDC Board of Directors, T. Dodds, C. Wray, Chair – SSMIC Board of Directors

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-45

DELEGATION TO CITY CLERK/DEPUTY CITY CLERK: (R1.20) A by-law to authorize the City Clerk/Deputy City Clerk, to issue letters of non-objection to Temporary Liquor Licence Extensions when deemed appropriate.

THE COUNCIL of The Corporation of the City of Sault Ste. Marie, pursuant to Section 23.1(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, **ENACTS** as follows:

1. **AUTHORITY TO ISSUE LETTERS OF NON-OBJECTION TO TEMPORARY LIQUOR LICENCE EXTENSIONS DELEGATED**

City Council hereby delegates to the City Clerk/Deputy City Clerk, Council's power to issue letters of non-objection to Temporary Liquor Licence Extensions when deemed appropriate.

2. **EXECUTION OF DOCUMENTS**

The powers delegated to the City Clerk/Deputy City Clerk, under Section 1 of this by-law include the power to execute the letters of non-objection to Temporary Liquor Licence Extensions when deemed appropriate.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 10th day of April, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-53

REGULATIONS: (R1.1) A by-law to amend Noise Control By-law 80-200, to exempt from the By-law the wedding of Alison Oswin and Iain Hutchison at 68 Shannon Road from 5:00 p.m. to 1:00 a.m. on Sunday, July 30, 2017.

The Council of the Corporation of the City of Sault Ste. Marie, pursuant to Section 129 of the *Municipal Act, 2001* S.O. 2001 c. 25 **ENACTS** as follows:

1. **EXEMPTION FROM NOISE CONTROL BY-LAW**

Despite the provisions of By-law 80-200 the noise associated with the wedding of Alison Oswin and Iain Hutchison at 68 Shannon Road from 5:00 p.m. to 1:00 a.m. on Sunday, July 30, 2017 is deemed not to be in violation of By-law 80-200.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 10th day of April, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

da LEGAL\STAFF\BYLAWS\2017\2017-53 NOISE EXEMPTION BY-LAW OSWIN AND HUTCHISON.DOC

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-54

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Brock Street from Queen Street East to Bay Street on June 3, 2017 to facilitate The Country Way Health Food Store's Annual BBQ and Customer Appreciation Day.

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

1. **TEMPORARY STREET CLOSING OF BROCK STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Brock Street from Queen Street East to Bay Street on June 3, 2017 from 8:00 a.m. to 6:00 p.m. to facilitate The Country Way Health Food Store's Annual BBQ and Customer Appreciation Day.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 10th day of April, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-55

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of St. Mary's River Drive from the Delta Hotel to the Apartment Building (Station 49) on June 3, 2017 to facilitate the Heart & Stroke Foundation's Classic Car & Motorcycle Show.

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

1. **TEMPORARY STREET CLOSING OF ST. MARY'S RIVER DRIVE**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of St. Mary's River Drive from the Delta Hotel to the Apartment Building (Station 49) on June 3, 2017 (June 4, 2017 rain date) from 9:00 a.m. to 4:00 p.m. to facilitate the Heart & Stroke Foundation's Classic Car & Motorcycle Show.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 10th day of April, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-56

AGREEMENT: (P3) A by-law to authorize the execution of the Agreement between the City and the Sault Ste. Marie Airport Development Corporation ('SSMADC') to continue the arrangement with the City entrance sign on SSMADC property.

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 April 10, 2017 between the City and SSMADC, a copy of which is attached as Schedule "A" hereto. This Agreement is to continue the arrangement with the City entrance sign on SSMADC property.

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 10th day of April, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

Schedule "A"

THIS AGREEMENT made in duplicate this day of April, 2017

BETWEEN:

SAULT STE. MARIE AIRPORT DEVELOPMENT CORPORATION
(hereinafter called the "SSMADC")

– and –

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

WHEREAS the Applicant applied to the SSMADC for permission to install and maintain one (1) advertising display on the SSMADC's property, on the west side of the Airport Road in the City of Sault Ste. Marie, Province of Ontario and was granted permission for same in 2012;

AND WHEREAS the SSMADC is prepared to extend the said permission,

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties agree as follows:

1. The SSMADC hereby grants to the Applicant permission to install and maintain one (1) advertising display (the "Applicant's Display") on the property of the SSMADC in the City of Sault Ste. Marie at the location shown on Schedule "A" attached hereto (the "SSMADC Property").
2. This Agreement shall continue and be in force for a period of five (5) years, commencing the 1st day of May, 2017 and ending on the 30th day of April, 2022 subject to the termination provisions as set out in paragraphs 11 to 14 inclusive to this Agreement, and then renew thereafter on an annual basis on the mutual consent of the parties (the "Term").
3. The SSMADC grants to the Applicant, including its employees, agents and contractors, permission to enter upon the lands owned by the SSMADC to install and maintain the Applicant's Display at the SSMADC Property at any time during the Term. At no time shall the SSMADC be responsible for either installing or maintaining the Applicant's Display at the SSMADC Property.
4. The Applicant shall be responsible for all costs and expenses relating to the installation and the maintenance of the Applicant's Display at the SSMADC Property and shall indemnify and save harmless the SSMADC from any costs and expenses incurred by the SSMADC that may result from same.
5. The Applicant shall make all required payments to the SSMADC for the permission granted in this Agreement, specifically:

- a. Commencing the 1st day of May, 2017 and thereafter on May 1st of each year in the Term the Applicant shall pay to the SSMADC a rental fee as set out in the Fee Schedule, attached hereto as Schedule "B".
 - b. Commencing the 1st day of May, 2018 and thereafter on May 1st of each year in the Term the rental fee payable by the Applicant shall be subject to an annual increase as represented in Schedule "B".
 - c. The Applicant will pay to the SSMADC interest on all overdue amounts at a per annum aggregate rate of 24%, equal to a monthly rate of 2% where interest is compounded monthly. Such interest will be calculated from the due date until payment is made, without the necessity or any demand being made therefore.
6. The Applicant shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the installation and use of the Applicant's Display, installed and maintained at the SSMADC Property under the terms of this Agreement and will save harmless and fully indemnify the SSMADC from and against all losses, costs, damages and expenses, of every kind or nature which the SSMADC may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Applicant with such Laws, By-Laws, Rules and Regulations.
7. The Applicant shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the presence of the Applicant's Display.
8. The Applicant shall indemnify and save harmless the SSMADC from all costs and expenses caused to or incurred by the SSMADC and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the installation, use, maintenance, presence or removal of the Applicant's Display covered under the terms of this Agreement, or any action taken of things done or maintained in connection therewith, with the exception of gross negligence on the part of the SSMADC, the intent being that the SSMADC shall be at no risk or expense to which it would not have been put had the Applicant's Display not been so installed, used, maintained or removed by the Applicant.
9. During the Term and continuance of the Agreement the Applicant shall, at its sole cost and expense, take out and keep in full force and effect a comprehensive general liability insurance policy with inclusive limit of not less than One Million (\$1,000,000.00) Dollars, in respect of bodily injury, including injury resulting in death, and property damage; such policy shall specifically, by its wording or by endorsement:
 - a. Name the SSMADC as an Additional Insured;
 - b. Extend to cover all liabilities assumed by the Applicant hereunder; and

- c. Provide that thirty (30) days prior written notice shall be given to the SSMADC by the insurer in the event the policy is materially altered or cancelled.

Such policy shall be issued by an insurer acceptable to the SSMADC and in a form satisfactory to the SSMADC, and the Applicant shall furnish the SSMADC with a copy thereof or a certificate of insurance evidencing all of the coverages above stipulated immediately upon request. Further, in the event that the said insurance policy is allowed to lapse during the Term, the Agreement shall, subject to the rights and privileges of the SSMADC hereunder and notwithstanding any other clause herein, forthwith terminate without any notice whatsoever being given to the Applicant. It is further provided and agreed that any insurance coverage acquired hereunder by the Applicant will in no manner restrict or limit the liabilities assumed by the Applicant hereunder.

10. The Applicant shall not assign, transfer or make any other disposition of the Agreement, or of the rights conferred thereby, without the prior written consent of the SSMADC, which consent shall not unreasonably or arbitrarily be withheld.
11. The SSMADC hereby reserves the right to remove from the Applicant's Display any advertisement or poster which, in the opinion of the SSMADC, is of an offensive nature according to community standards, denigrates any persons or groups of persons, or is in any way detrimental to the SSMADC's interests, without notice to the Applicant and, in such an event, the Applicant shall have no claims against the SSMADC for any damages or compensation by reason of such removal.
12. Should the SSMADC desire the Applicant to remove the Applicant's Display during the Term, the SSMADC shall give the Applicant thirty (30) days' notice in writing to that effect and upon receipt of same, the Applicant agrees to remove the Applicant's Display from the SSMADC Property and leave the property in a condition satisfactory to the SSMADC. If the Applicant defaults on this condition, the SSMADC may have the Applicant's Display removed at the risk and expense of the Applicant. The parties hereto agree that this Agreement, along with the rights and obligations as set out herein, shall be considered terminated at such time as the Applicant's Display is removed from the SSMADC Property as set out in this paragraph.
13. At the completion of the Term or earlier termination of this Agreement, the Applicant shall forthwith remove the Applicant's Display from the SSMADC Property, leaving the said property in a condition satisfactory to the SSMADC. Provided that if the Applicant's Display is not removed by the Applicant within a period of thirty (30) days from the date of such termination, then the SSMADC may remove it at the expense and risk of the Applicant.
14. In the event that the Applicant fails to comply with any of the terms and conditions of this Agreement, the SSMADC shall have the right to terminate this Agreement in whole or in part on notification to the Applicant as follows: the SSMADC shall give to the Applicant

written notice pursuant to paragraph 15 herein, setting out the details of such breach and the SSMADC's intent to cancel this Agreement in whole or in part. At the expiration of fifteen (15) days from the date of receipt of such notice, if the Applicant has failed to rectify the breach or to commence rectification of the breach in a reasonable and diligent manner, the SSMADC may cancel this Agreement in whole or in part effective with further written notice to the Applicant. Upon such termination, the provisions as set out in paragraph 13 herein shall apply.

15. Any notice required to be given from one party to the other must be in writing and sent by registered mail to the following addresses:

Sault Ste. Marie Airport Development Corporation

1-475 Airport Road
Sault Ste. Marie, Ontario
P6A 5K6

Or

The Corporation of the City of Sault Ste. Marie

99 Foster Drive, Civic Centre
Sault Ste. Marie, Ontario
P6A 5X6
Attention: City Solicitor

Notice shall be deemed to have been received on the 3rd business day after the posting thereof. Notices may also be communicated by an electronic means that can produce a written copy provided that written acknowledgement of receipt of the electronic communication is obtained.

16. It is understood that the Applicant will remit payments provided for in the Agreement payable to: Sault Ste. Marie Airport Development Corporation.
17. The parties hereby acknowledge and agree that any amendments to this Agreement or Schedules hereto must be made in writing and signed by both parties.
18. The parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement other than as set out in this Agreement which constitutes the entire agreement between the parties concerning the Applicant's Display on the SSMADC Property and which may be modified only as set out in paragraph 17 above.
19. The provisions of this Agreement shall be binding upon, and enure to the benefit of, the parties and their respective successors and, where applicable, permitted assigns.

20. The parties hereto acknowledge and agree that this Agreement is made in the Province of Ontario and the Courts of the Province of Ontario shall have jurisdiction in reference to any matters herein.

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

SIGNED, SEALED AND DELIVERED
In the presence of

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

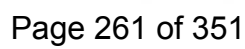
**SAULT STE. MARIE AIRPORT
DEVELOPMENT CORPORATION**

Name:
Position:

Name:
Position:

I have the authority to bind the corporation.

ENTRANCE SIGN LOCATION



SCHEDULE "B"
POSTER PANEL FEES

Effective May 1, 2017

Poster Panels and Backlights (Advertising Displays)

Location:

May 1, 2017	City of Sault Ste. Marie	\$115.32
May 1, 2018	City of Sault Ste. Marie	\$118.20
May 1, 2019	City of Sault Ste. Marie	\$121.20
May 1, 2020	City of Sault Ste. Marie	\$124.20
May 1, 2021	City of Sault Ste. Marie	\$127.20

The Fee is subject to a 3% increase per year.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-57

CEMETERIES: A by-law to amend Schedule “A” to By-law 2012-129 (being a by-law to provide regulations for the operation of all municipal crematoriums, mausoleums, and cemeteries owned by the City of Sault Ste. Marie).

THE COUNCIL of the Corporation of the City of Sault Ste. Marie pursuant to the *Funeral, Burial and Cremation Services Act, 2002*, as amended, and the regulations made pursuant to the said Act, ENACTS as follows:

1. **SCHEDULE “A” TO BY-LAW 2012-129 AMENDED**

Schedule “A” to By-law 2012-129 is hereby amended by replacing it with the attached Schedule “A” dated April 10, 2017.

2. **EFFECTIVE DATE**

No part of this by-law comes into force until the Cemeteries Branch of the Ontario Ministry of Consumer Services has approved the same; and until such time as the Lieutenant Governor of Ontario has proclaimed the *Funeral, Burial, and Cremation Services Act, 2002* as being in full force and effect.

PASSED in open Council this 10th day of April, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

CONTRACT FOR PURCHASE OF INTERMENT RIGHTS OR CEMETERY SERVICES

in _____ Cemetery

OPERATED BY

The Corporation of the City of Sault Ste Marie, 99 Foster Drive, Sault Ste Marie Ontario P6A 5X6
Operator Licence #3263008

Contract No. _____

Date of Purchase (Day/Month/Year): _____

PURCHASER

Name: _____
Address: _____
City: _____
Province, Postal Code: _____
Telephone: _____
E-mail: _____

RECIPIENT (if different from Purchaser)

Name: _____
Address: _____
City: _____
Province, Postal Code: _____
Telephone: _____
E-mail: _____
Date of birth: _____
Place of birth: _____

Purchaser's relationship to Recipient: _____

This Contract for Purchase of Interment Rights or Cemetery Services is between the Purchaser and The Corporation of the City of Sault Ste. Marie (Corporation) concerning interment rights or cemetery services for the Recipient(s) as identified in this Contract.

The Purchaser (if different than the Recipient) represents being legally authorized or charged with the responsibility for the Recipient's interment rights and prepaid cemetery services specified in this Contract. This Contract will be enforceable to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

INTERMENT RIGHTS

In Cemetery:

Adult Grave:	Block: _____	Range: _____	Lot: _____	Grave: _____	Area: 3 m ² min.	\$ _____
Child Grave:	Block: _____	Range: _____	Lot: _____	Grave: _____	Area: 1 m ² min.	\$ _____
Infant Grave:	Block: _____	Range: _____	Lot: _____	Grave: _____	Area: 0.7 m ² min	\$ _____
Urn Garden:	Block: _____	Range: _____	Lot: _____	Grave: _____	Area: 0.3 m ² min. (single)	\$ _____
Columbarium:	Range: _____	Lot: _____	Single/Companion _____			
Niche Wall:	Wall: _____	Niche: _____				
Mausoleum:	_____	Single/Companion _____	\$ _____			

Sub Total (Interment Rights) \$ _____
Amount for Care and Maintenance \$ _____

SERVICES

(At-Need _____ Pre-Need: _____)

Interment Fees:			
Cemetery Chapel _____	Graveside _____	Funeral Home/Church _____	\$ _____
Single Depth _____	Double Depth _____		\$ _____
Disinterment Fees: _____	Misc: _____		\$ _____
Cremation Resident _____	Non-Resident _____		\$ _____

Sub Total (Services) \$ _____

Date of Death: _____

Place of Death: _____

Date of Funeral: _____

Notes: _____

TOTAL Interment Rights and Services	\$ _____
HST	\$ _____
TOTAL SALE	\$ _____
BALANCE OWING	\$ _____

Contribution Levels to the Care and Maintenance Fund (based on the price of Interment Rights and as prescribed by the *Funeral, Burial and Cremation Services Act*):

Niches	the greater of 15% and \$100
Crypts	the greater of 20% and \$500
In-ground grave (2.23 sq.m. or 24 sq.ft. or larger)	the greater of 40% and \$250
In-ground grave (smaller than 2.23 sq.m. or 24 sq ft)	the greater of 40% and \$150
Type of marker permitted: _____	as prescribed in Cemetery By-law 2012-129
Interment Rights included: _____	as prescribed in Cemetery By-law 2012-129

Contribution Levels to the Care and Maintenance Fund – Markers (as prescribed by the *Funeral, Burial and Cremation Services Act*):

Flat marker measuring less than 1,116.3 sq.m. (173 sq.in.)	\$0.00
Flat marker measuring over 1,116.3 sq.m. (173 sq.in.)	\$50.00
Upright monument measuring more than 1.22 m. (4 ft.) or less in height or length, including the base	\$100.00
Upright monument measuring more than 1.22m. (4 ft.) either in height or length, including the base	\$200.00

Contract Terms and Conditions

- (a) The Purchaser may only cancel a contract for interment rights or cemetery services upon written notice of cancellation to the City Clerk in accordance with the *Funeral, Burial and Cremation Services Act* and the terms and conditions set out herein.
- (b) Where interment rights have not been exercised and none of the contracted cemetery services have been provided and where the contract is cancelled within thirty (30) days of its execution, the Corporation shall refund the Purchaser all moneys paid less an administrative fee as set out in the Price List.
- (c) Where interment rights have not been exercised and part of the contracted cemetery services have been provided, and where the contract is cancelled within thirty (30) days of its execution, the Corporation shall refund the Purchaser the amount described in (b) above which shall be reduced by the cost of cemetery services provided as set out in the current Price List.
- (d) A contract for interment rights cannot be cancelled more than thirty (30) days after the date of execution of the contract.
- (e) Where a contract for cemetery services is cancelled more than thirty (30) days after the date of execution of the contract, the Purchaser shall be refunded the amount described in (b) and (c) above plus the amount of income earned on that money.
- (f) Written consent of all surviving interment rights holder(s), if any, and any other required documentation as set out in Cemetery By-law 2012-129 is required for: cremation, interments, disinterments, and the placement of markers, inscriptions or photos.
- (g) Transfer or resale of the above listed interment rights to a third party is permitted, subject to the provisions of Cemetery By-law 2012-129 and the *Funeral, Burial and Cremation Services Act*. A Certificate of Interment Rights holder shall not resell interment rights for an amount that is greater than the price of those rights as indicated on the current Price List, inclusive of the care and maintenance component.
- (h) No Certificate of Interment Rights holder(s) may subdivide and sell or transfer a portion of interment rights.
- (i) An Interment Rights Certificate will not be issued until this Contract has been paid in full.
- (j) A marker, purchased and/or installed by anyone other than the Certificate of Interment Rights holder(s) may be removed by cemetery staff upon the written request of the Certificate of Interment Rights holder(s).
- (k) Dead human bodies cannot be cremated if there is a pacemaker or radioactive implant in the body or if the body is in a container made of or containing non-flammable or hazardous material or chlorinated or fibre-reinforced plastic
- (l) Dead human bodies will not be cremated unless a coroner's certificate has been provided to the operator.
- (m) The Corporation shall not be responsible in the event that it is unable to or prevented from carrying out this Contract due to causes beyond its control.

Payment Terms

All pre-need interment rights and cemetery services must be paid in full at the time of ordering.

In the case of at-need interment rights and cemetery services, the interment rights and services directly related to the deceased will be invoiced by the Corporation and interest shall be charged at the rate determined by the Treasurer on the unpaid balance after thirty (30) days from the date of invoice. Such services do not include interment rights in a mausoleum.

Any rights of cancellation of this Contract, whether within thirty (30) days or after thirty (30) days can only be exercised by the Purchaser or his or her Estate Trustee.

Personal Information:

The Purchaser acknowledges and provides consent to permit the Corporation to collect, use and disclose personal information in accordance with the requirements under the *Funeral, Burial and Cremation Services Act* and the regulations made thereunder for information within the cemetery/crematorium public register. The Purchaser also understands that the Corporation does not rent or sell personal information to third party organizations.

All information provided by the Purchaser to the Corporation shall be held, retained, disclosed, and destroyed, as the case may be, in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

Consumer Information Guide and Cemetery Price List:

By initialling below, the Purchaser acknowledges receiving a copy of the Ontario Government's Consumer Information Guide (where made available by the Registrar) and the Cemetery Price List at the time of entering into this Contract.

{ } I hereby acknowledge that I have been offered and/or received a copy of the Ontario Government's Consumer Information Guide and the Cemetery Price List.

I have reviewed the terms and conditions of the Contract and hereby confirm that the interment rights and cemetery services as specified in this Contract are complete and correct. I direct the Corporation to proceed with the sale of the interment right(s) as identified in this Contract in accordance with the Cemetery By-law 2012-129 which is now or at any time hereinafter in force.

{ } I hereby acknowledge that I have received and reviewed a copy of Cemetery By-law 2012-129.

{ } I acknowledge having received a copy of this Contract, and will assume full responsibility for payment of the total Contract price to the Corporation in accordance with the terms and conditions of the Contract.

The Contract date set out below is the date on which this Contract is accepted by the Corporation.

Purchaser: _____ Date: _____

Purchaser: _____ Date: _____

Accepted on behalf of The Corporation
of the City of Sault Ste. Marie by:

Name: _____

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-58

PROPERTY SALE: (MAP 27) A by-law to authorize the sale of surplus property legally described as PIN 31548-0127 (LT) being civic 13 Salisbury Avenue to Mr. Wendell Graber.

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

1. **LANDS DECLARED SURPLUS**

The lands more particularly described in Schedule “A” to this by-law are surplus to the requirements of the municipality.

2. **SALE AUTHORIZED**

The Corporation of the City of Sault Ste. Marie shall sell the lands more particularly described in Schedule “A” hereto.

3. **SCHEDULE “A”**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 10th day of April, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

sp\\citydata\\LegalDept\\Legal\\Staff\\BYLAWS\\2017\\2017-58 Surplus Property Sale - 13 Salisbury to Wendell Graber.doc

SCHEDULE "A" TO BY-LAW 2017-58

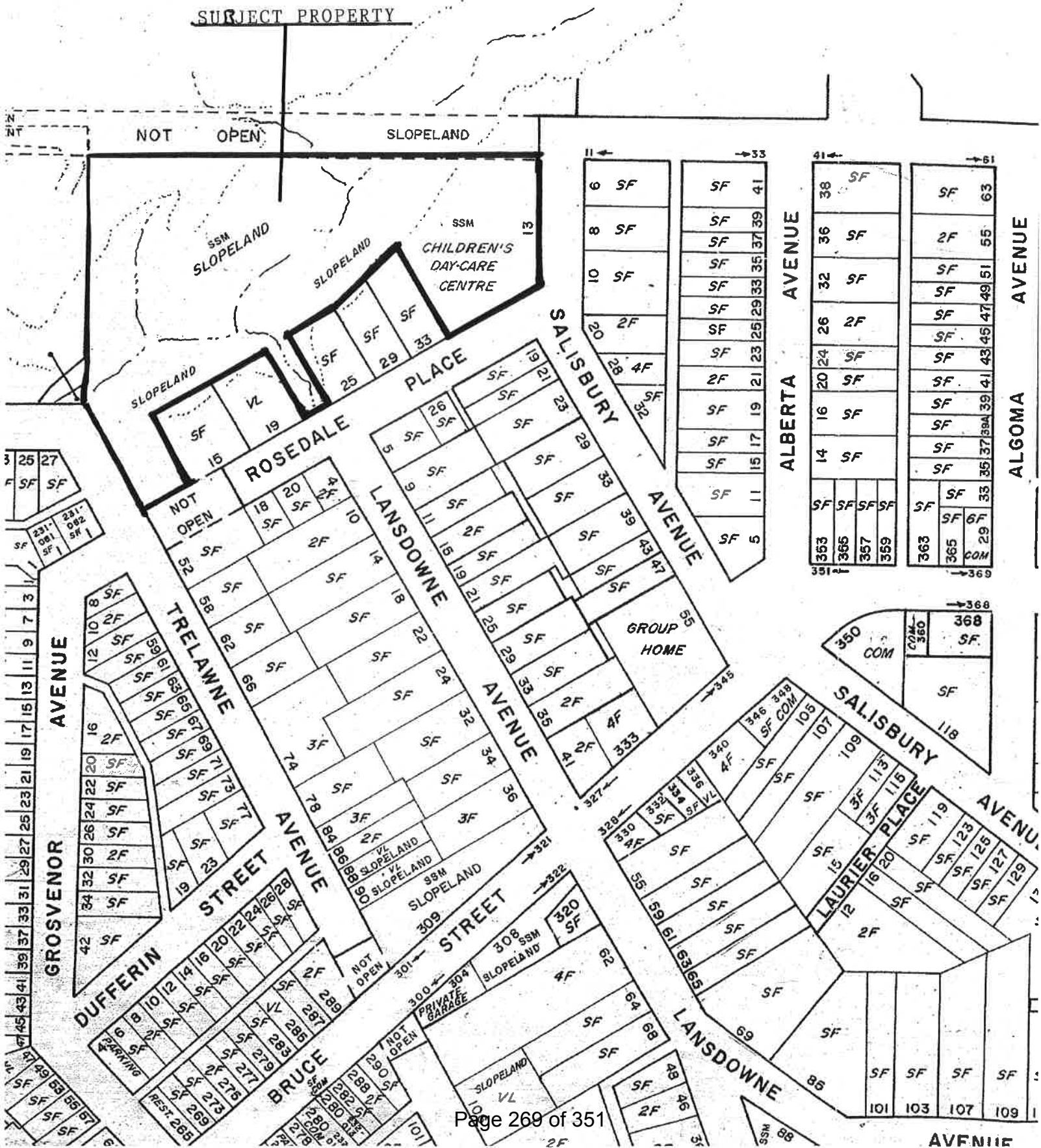
PURCHASER: WENDELL GRABER (or as otherwise directed)

PROPERTY: 13 SALISBURY AVENUE
 SAULT STE. MARIE, ONTARIO

LEGAL DESCRIPTION: PIN: 31548-0127 (LT)
 PT LT 2 BLK 30 PL 285 ST. MARY'S PT 1 1R9899;
 LT 3-11
 BLK 30 PL 285 ST. MARY'S EXCEPT PT 1-5 1R8082;
 SAULT STE. MARIE

CONSIDERATION: TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS

Schedule "A"



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-59

AGREEMENT: (C2.13(6)) A by-law to authorize the execution of the Contribution Agreement between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Citizenship and Immigration regarding the Local Immigration Partnership.

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

1. **EXECUTION OF DOCUMENTS**

The Mayor and the City Clerk are hereby authorized for and in the name of the Corporation to execute and to affix the seal of the Corporation to the Contribution Agreement in the form of Schedule "A" hereto dated the 10th day of April, 2017 between the City and Her Majesty the Queen in Right of Canada as represented by the Minister of Citizenship and Immigration regarding the Local Immigration Partnership.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 10th day of April, 2017

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

sp\\citydata\\LegalDept\\Legal\\Staff\\BYLAWS\\2017\\2017-59 Local Immigration Partnership Agreement.doc



CONTRIBUTION AGREEMENT

AGREEMENT NUMBER: S183295049
ORIGINAL

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Immigration, Refugees and Citizenship, hereinafter referred to as the "Department".

25 St. Clair Avenue East, Suite 700
Toronto, ON, M4T 1M2
Canada

AND:

Corporation of the City of Sault Ste. Marie, hereinafter referred to as the "Recipient".
99 Foster Drive
Sault Ste. Marie, ON, P6A 5N1
Canada

Whereas the Recipient wishes to provide services and/or activities to Eligible Clients under the Settlement Program and has applied to the Department for funding under the said Program; and the Department wishes to provide a Contribution to the Recipient to assist it in carrying out such services and/or activities; the Department and the Recipient undertake and agree as follows:

1.0 AGREEMENT

1.1 This Agreement, including the attached Schedules, any written instructions issued pursuant to its provisions, and any subsequent amendments thereto, constitute the entire Agreement between the Department and the Recipient, and supersedes all previous documents, negotiations, understandings and undertakings related to its subject matter.

- ☒ The Contribution Agreement
- ☒ Schedule 1, entitled *Statement of Planned Activities and Intended Results*
- ☒ Schedule 2, entitled *Description of Eligible Costs*
- ☒ Schedule 3, entitled *Terms of Payments*
- ☒ Schedule 4, entitled *Supplementary Terms and Conditions*

2.0 INTERPRETATION

In this Agreement, unless otherwise defined herein:

- 2.1 "Contribution" means a conditional transfer payment for a specified purpose pursuant to an Agreement that is subject to being accounted for and audited.
- 2.2 "Project" means the services and/or activities described in Schedule 1 which are directly delivered to Eligible Clients or which contribute indirectly to the resettlement, adaption, settlement and integration of Eligible Clients.
- 2.3 "Eligible Costs" means the costs described in Schedule 2 required by the Recipient to deliver the Project which are:
- A) incurred and paid by the Recipient in relation to the Project during the Funding Period, or during the fiscal year in the case of multi-year funding; or
 - B) incurred by the Recipient in relation to the goods and services purchased during the last two (2) months of the Funding Period and paid within 60 days of the conclusion of the Funding Period, and whose validity has been substantiated to the satisfaction of the Department by means of supporting documents including, but not limited to, invoices, cancelled cheques, vouchers and accounting entries;
- Restrictions:
- i) Costs associated with validating credentials of Eligible Clients are not eligible.
 - ii) Profit is neither a "cost" nor an "expense" and therefore may not be included as an Eligible Cost.
- C) deemed to have been incurred based on a funding formula.
- 2.4 "Capital Costs" means costs that the Recipient expects to incur and pay for capital assets purchased and/or leased (with option to buy and there is reasonable assurance that the lessee will obtain



ownership at the end of the lease term), in whole or in part, and costing is in excess of \$1000. Capital assets must be recorded according to the "whole asset" approach, taking into account the quantity of items purchased.

2.5 "Eligible Client" means:

A) For the Settlement Program:

- i) Permanent Residents of Canada.
- ii) Protected persons as defined in section 95 of the *Immigration and Refugee Protection Act* (IRPA).
- iii) Individuals who have been selected, inside or outside Canada, to become permanent residents (pending verifications) **and** who have been informed, by a letter from the Department.
- iv) Convention refugees and protected persons outside Canada who have been selected for resettlement in Canada by the Department.
- v) Live-in Caregivers
Temporary foreign workers who hold or received approval of a work permit under section 112 of the *Immigration and Refugee Protection Regulations* (IRPR) are eligible for all settlement services with the exception of language training.

Note: "Individuals selected" described in A) iii) above means individuals who have received a Positive Eligibility Decision on their Application for Permanent Residence.

Restrictions:

- 1) To access language training funded by the Department, an Eligible Client must first undergo a language assessment by a qualified assessor and be of legal school-leaving age within their applicable province or territory.
 - 2) Temporary workers, including those nominated under Provincial Nominee Programs, are not eligible for services under the Settlement Program except for those described in A) iii) and v) above.
- B) For the Resettlement Assistance Program (RAP), the following individuals and their accompanying dependents, as defined in the RAP Terms and Conditions:
- i) Government Assisted Refugees (GARs), including those sponsored under the Joint Assistance Sponsorship (JAS) Program.
 - ii) Privately Sponsored Refugees (PSR), including Blended Visa Office-Referred (BVOR) clients (primarily Port of Entry Services).
 - iii) Other groups admitted under a public policy established by the Minister and deemed eligible for RAP.
 - iv) Eligible resettled refugees arriving on temporary resident permit (e.g., urgent protection cases).
 - v) One-Year Window (OYW) arrivals.
 - vi) Other groups admitted as members of any current or future humanitarian-protected person abroad class.
- 2.6 "Care for Newcomer Children" means unlicensed childcare that is provided to the children of Eligible Clients while they attend short term and/or long term settlement services.
- 2.7 For RAP, "Temporary Accommodation" means any form of accommodation, as deemed suitable by the Department, provided to house and shelter eligible RAP clients following their arrival in Canada.
- 2.8 "Funding Period" means the period specified in Schedule 2 in the section entitled *Duration of Activity / Funding Period*.
- 2.9 "Term of the Agreement" means the period during which this Agreement shall be effective, which period commences on the date the Agreement is signed by both parties and terminates one (1) year after the end of the Funding Period.
- 2.10 "Compliance Audit" means an independent assessment done by an accredited auditor (in accordance with section 5815 of the *Chartered Professional Accountants Canada Handbook*) to provide assurance of a Recipient's compliance with the Agreement. Audited Financial Statements do not constitute a compliance audit.

3.0 CONTRIBUTION



3.1 In order to assist the Recipient in delivering the Project, and subject to the terms of the Agreement, the Department will make a Contribution to the Recipient in respect of the Eligible Costs of the Project of an amount not exceeding the lesser of:

- A) 100% of the Eligible Costs; or
- B) the total maximum Contribution specified in Schedule 2.

3.2 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Department:

- A) directly related to and necessary for delivery of the Project;
- B) reasonable; and
- C) allowable expenditures.

3.3

- A) The Recipient will notify the Department in writing with respect to all proposed adjustments to the Agreement. Depending upon the extent and significance of the adjustments, prior written approval by the Department or an amendment to the Agreement may be required.
- B) The Recipient may reallocate Eligible Costs from the Capital Cost category to the Program Delivery category, without prior written approval, when the sum of all transfers is less than 5% of the Capital Cost category's original fiscal year budget, to a maximum of \$50,000. The Recipient will notify the Department in writing following such a reallocation.
- C) The Recipient may reallocate Eligible Costs between existing line items within the same cost category, without prior written approval, when the sum of all transfers is less than 5% of the cost category's original fiscal year budget, to a maximum of \$50,000. The Recipient will notify the Department in writing following such a reallocation.
- D) In addition to any amendment decision made by the Department under clause 3.3 A), amendments to the Agreement will be required for:
 - i) increases to the total maximum Contribution identified in Schedule 2;
 - ii) the inclusion of new line items or cost categories;
 - iii) increases in fiscal year allocations;
 - iv) changes to the Funding Period; and
 - v) changes related to the scope of the Project outlined in Schedule 1.

E) Note that for the RAP Temporary Accommodation, food and incidentals per person rates as set out in Schedule 2 cannot be changed without prior written approval of the Department.

F) With respect to prior written approval (including email, fax, memo or written letter) described in clauses 3.3 A), B), C) and E), the written communication between the Recipient and the Department shall constitute part of the Agreement and will supersede the relevant details indicated in the Agreement schedules.

3.4 Additionally, in cases where the Recipient receives more funding than anticipated from any or all sources for the activities specified in the Agreement under section 5.1, repayment of the pro-rata share of the Contribution from the Department will be required by the Department.

3.5 Notwithstanding any other provision of this Agreement:

- A) No Contribution is payable by the Department in respect to any portion of the cost of any Eligible Costs for which the Recipient receives a rebate or reimbursement.
- B) Only that portion of the provincial and/or federal tax (GST/HST) which is not refundable by Canada Revenue Agency as an Input Tax Credit or as a Rebate can be claimed as an Eligible Cost.
- C) Any interest or any other income earned on advances of the Contribution shall be accounted for by the Recipient and considered part of the Contribution, be included in the calculation of claims, and may result in a repayment.

3.6 Notwithstanding section 3.1:

- A) No Contribution shall be paid in respect of costs incurred with respect to a member of staff who is a member of the immediate family of the Recipient, or, if the Recipient is a corporation or an unincorporated association, who is a member of the immediate family of an officer or a director of the corporation or the unincorporated association, unless the Department is satisfied that the hiring of the staff was not the result of favouritism by reason of the staff's membership in the immediate family of the Recipient or officer or director of the Recipient, as the case may be.



- B) For the purposes of this section, "immediate family" means father, mother, stepfather, stepmother, foster parent, brother, sister, spouse, common-law partner, child (including child of common-law partner), stepchild, ward, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law or relative permanently residing with the Recipient, or officer or director of the Recipient, as the case may be.

4.0 CONDITIONS GOVERNING PAYMENT OF THE CONTRIBUTION

- 4.1 Subject to sections 4.5 and 4.6 and an appropriation by Parliament of required funds, the Department will make payments of the Contribution by reimbursement, upon receipt from the Recipient of claims for Eligible Costs as identified in section 2.3.
- 4.2 Any payment by the Department under this Agreement is subject to there being an appropriation for the fiscal year in which the payment is to be made and to there being funds available. Furthermore, should the Department's funds be reduced by Parliament, the Department may reduce or cancel the Contribution.
- 4.3 Claims for reimbursement of Eligible Costs are to include supporting documents (if requested by the Department) and narrative reports which provide statements of progress against the achievement of performance objectives, as described in sections 6.6 and 6.7 and Schedule 1 of this Agreement.
- 4.4 Claims from the Recipient for the Project should be submitted according to the reporting frequency specified in Schedule 1.
- 4.5 The Department may make advance payments of a Contribution in approved cases, where the Recipient has requested such payment and the request accords with conditions specified in Schedule 3.
- 4.6 The Department shall not contribute to costs incurred prior to or subsequent to the Funding Period except in the case of an expense for a Compliance Audit that may be incurred after the end of the Funding Period, if such is required by the Department.
- 4.7 Any overpayments, unexpended balances, amounts disallowed on audit, amounts received by the Recipient from other sources that are in excess of total anticipated amounts under section 5.1, and any refunds, rebates, and discounts that have been billed to the Department as part of actual costs, or other amounts owing to the Department by the Recipient shall be recognized as debts due to the Crown, and repaid within 30 days of receipt of notice to do so by the Department, after which time, the *Interest and Administrative Charges Regulations* will apply.

- 4.8 Amounts due to the Recipient under this Agreement may be set off against amounts owing to the Crown under legislation or previous agreements.

- 4.9 Where the Department determines that a change in reporting frequency (monthly, quarterly or semi-annual intervals) identified in Schedule 1, or holdback amount identified in Schedule 3 is warranted, it will notify the Recipient in writing and provide details of any changes. The written communication between the Department and the Recipient shall constitute part of the Agreement and will supersede the reporting frequency or holdback amount indicated in Schedule 1 or 3 of the Agreement.

- 4.10 The Department reserves the right to not process or pay Contribution funds in relation to claims for Eligible Costs submitted more than 60 days after the end of the Funding Period.

5.0 RECIPIENT'S OBLIGATIONS

The Recipient also agrees to abide by the following obligations during the entire Funding Period and where relevant, during the entire term of this Agreement:

- 5.1 To submit to the Department, prior to the start of the Agreement, a disclosure of all confirmed or potential sources of funding or in-kind participation for program activities and/or Eligible Costs related to the Agreement. The Recipient shall notify the Department of any changes in funding from other sources for activities related to the Agreement set out in Schedules 1 and 4, and shall do so within 30 days of their occurrence. The Recipient shall submit any changes in the funding level through an updated Forecast of Cash Flow, or as otherwise specified in Schedule 1 or 4.
- 5.2 To keep all records and provide all services and/or activities during the Funding Period in a sustained, diligent, efficient, economical and effective manner, using qualified personnel.
- 5.3 To ensure that all personnel designated by the Recipient to deliver the Project described in Schedule 1

of this Agreement are authorized to work in Canada, familiar with the community they serve, and sufficiently familiar with Canadian sociocultural, economic and institutional realities to achieve the performance objectives identified in Schedule 1.

5.4 To adhere to the following Official Language requirements:

- ☒ A) To inform Eligible Clients of services available in the client's official language through other organizations.
- ☒ B) To organize activities, projects, and programs to forge ties between Canada's two official language communities.
- ☒ C) To annually consult with francophone minority communities about settlement and resettlement programming as determined appropriate by the Department.
- ☐ D) To offer services in both official languages based on an assessment of needs by the Department; this will include:
 - i) making the public aware of services through greetings, recorded messages, announcements, broadcasts, signs, documents and other means of communication; and
 - ii) provision of equal quality services for the public in both official languages, and for individuals in the language of their choice.
- ☐ E) Identify the Project participants/beneficiaries and take all necessary measures to communicate and provide Project-related services and/or activities to the participants/beneficiaries in English and in French as the case may require.
- ☐ F) The Department has deemed that the requirements under this section are not applicable.

5.5 To deliver the Project in accordance with all applicable laws, by-laws, regulations, guidelines and requirements and, prior to beginning the Project, to obtain such permits, licences, consents, authorizations and insurance coverage (including Directors' liability insurance and replacement insurance for capital assets) as may be required.

5.6 To ensure that all members of the Board of Directors:

- A) are chosen in conformity with applicable federal and provincial legislation governing corporations or unincorporated associations;
- B) are fully informed about the management and operations of the Recipient; and
- C) are familiar with the principles of board governance.

5.7 To conform to the reporting requirements found in section 6.0 for each Agreement it has with the Department.

5.8 In the case of an Agreement that includes the provision of funds for Care for Newcomer Children services or daycare services, the following requirements must be met:

- A) The Recipient must ensure all provisions of the national Care for Newcomer Children Requirements, and, where applicable, the provincial or territorial legislation(s) for licensed daycare are met, where dependent children receive such services on the same premises in which their parent(s) / guardian(s) receive Settlement Program services.
- B) The Recipient must ensure that any contracted third party is licensed by the province or territory, where dependent children are placed in facilities on premises separate from those where their parent(s) / guardian(s) receive Settlement Program services.

5.9 The Recipient shall notify the Department in writing within 14 days of any staff changes that relate to the management of this Agreement, as well as of any changes in the membership of the Board of Directors.

5.10 The Recipient shall notify the Department in writing of any changes to organizational policies which impact this Agreement (e.g., human resources, financial administration). Should any changes to such policies occur during the course of the Agreement, the Recipient shall provide the Department with a copy of the amended policy within 14 days of the change.

5.11 Where special training needs of clients with disabilities have been identified, the Recipient shall submit to the Department for consideration a rationale and a budget for the cost of such enhancements.

6.0 MONITORING AND REPORTING REQUIREMENTS

In order to fulfill the Department's management and accountability requirements, the Recipient further agrees to abide by the following obligations:



6.1 During the entire Funding Period, the Recipient will:

- A) ensure that authorized representatives of the Department are permitted reasonable access to all premises where the Project is being delivered under this Agreement, or which provide support for this Project, in order to monitor all aspects of the Recipient's compliance with its obligations under this Agreement, including the delivery of services in both official languages where applicable; and
- B) keep and maintain a secure data collection system containing protected information, as required by the Department, about each Eligible Client to whom services are provided.

6.2 During the entire Term of the Agreement, the Recipient will:

- A) keep and maintain proper books and records in accordance with generally accepted accounting principles and business practices, of all assets and liabilities held, all revenues from all sources, and all expenses incurred and paid out in connection with this Agreement; and
- B) retain all invoices, receipts, proofs of payment (e.g., cancelled cheques, bank and/or credit card statements, etc.) vouchers and other supporting documents relating to the financial books and records.

6.3 For each reporting period identified in Schedule 1, during the entire Term of the Agreement, the Recipient shall also submit to the Department claims for Eligible Costs (with supporting documents if requested by the Department), and reports, both statistical and narrative, against progress towards and achievement of expected results, which are satisfactory to the Department in scope, detail, format and frequency.

6.4 The Recipient shall complete an annual project performance reporting exercise using a template provided by the Department. It must be submitted to the Department at the end of the Agreement for single-year Agreements (or less), or at the end of each fiscal year for multi-year Agreements.

6.5 During the entire Term of the Agreement, and for seven (7) years afterwards, the Recipient agrees to:

- A) make such information as described in section 6.1, 6.2, 6.3 and 6.4, regardless of format (e.g., paper or electronic), available for inspection, audit and monitoring by representatives of the Department, who may make copies thereof and take extracts therefrom, ensuring that all protected information is protected as per departmental policies;
- B) make available proper facilities for any such inspection, audit and monitoring by representatives of the Department;
- C) show evidence of a documented disposition procedure and provide any other information that may be required with respect to the books and records described in 6.1, 6.2, 6.3 and 6.4;
- D) send copies of any information to the Department, which has been collected on its behalf, at such intervals, in such format and by such means as the Department may specify, for use in monitoring and evaluating the Project; and
- E) safeguard appropriately for its level of classification or designation, collected protected information as described in section 6.1 B). Protected information must be retained only for as long as the client continues to receive services, after which all written or electronic copies of the record must be immediately destroyed. The manner of destruction must be appropriate to the level of classification or designation and the storage media in which it has been retained (e.g., paper, electronic). If the Recipient is required to maintain the record for uses outside of the Agreement (e.g., a client obtaining services from multiple funders), all identifying information specific to the Department must be removed from the record.

6.6 During the entire Term of the Agreement, and for greater certainty further to section 6.1 B), the Recipient shall comply with instructions by the Department relating to performance measurement, research, evaluation, monitoring and policy analysis of the program.

The Recipient also agrees:

- ☒ A) to use the system(s) provided by the Department and maintain internal training and support activities related to these systems; or
- ☐ B) that additional requirements under this section as identified by the Department, are not applicable.

6.7 The Recipient shall submit to the Department, within 60 days of the end of the Funding Period or as otherwise specified in Schedule 1 or 4:

- A) a final claim for Eligible Costs (with supporting documents if requested by the Department);
- B) a final financial report detailing actual expenditures incurred as well as a declaration of revenues received, including in-kind, for the Project; and



C) a final progress report as detailed in Schedule 1.

6.8 Recipients shall be subject to monitoring by the Department, as set out in sections 6.1 to 6.7, in relation to their planned objectives and deliverables. The Department will assess whether satisfactory outcomes have been achieved; whether demand for a particular service still exists, whether administrative documents, required reports, financial records and statements, and any other required documentation are in order.

6.9 The Department may request a Compliance Audit of the Project to ensure compliance with the terms of the Agreement. The scope and timing of such an audit will be determined by the Department.

7.0 **PRIVACY AND SECURITY OBLIGATIONS**

7.1 Personal information collected or maintained by the Recipient within Canada is subject to the provisions of the applicable federal, provincial or territorial privacy and access to information legislation or the *Personal Information Protection and Electronic Documents Act* (PIPEDA).

Recipients delivering a Project overseas will:

- A) comply with the current national or domestic laws of the countries where such services are being provided, including any laws that may be enacted after the beginning of the Agreement; and
- B) acknowledge that nothing in the applicable laws derogates from, prevents compliance with or conflicts with the requirements of this Agreement. The Recipient must notify the Department immediately, and where possible in advance, of a change to applicable laws that derogate from, prevent compliance or conflict with the requirements of this Agreement.

7.2 Recipients will limit their collection of personal information to only that which is necessary for them to carry out their programming, and must be proportional to the benefit to be derived from the expected outcomes of the Project.

7.3 Personal information shall be treated as confidential and not disclosed to any person, other than the client, except in accordance with applicable law. When requested, recipients shall provide clients with reasonable access to view their information that the Recipient has collected for purposes of programming funded by the Department.

7.4 The Recipient shall take all security measures reasonably necessary to protect any such personal information using methods that are generally used by prudent public and private sector organizations from time to time. These measures must meet the requirements, standards or guidelines found in applicable policy, directives or protocols of the Government of Canada, including those set out in any instructions issued by the Department for the protection of personal information against unauthorized use or disclosure.

Recipients delivering a Project outside Canada will ensure cross-border transmission of personal information between its offices in countries where the Recipient is delivering the Project and fulfilling its obligations pursuant to this Agreement must only be done when necessary or required for the performance of the Project and shall be in compliance with all sections of this Agreement. If requested by the Department, the Recipient shall provide a description of cross-border transmission of information that is necessary for the Project.

7.5 Where the Recipient has reasonable grounds to believe that there has been loss, theft, unauthorized access, disclosure, copying, use, modification or destruction of personal information, or any incident that may jeopardize the security or integrity of personal information, it will immediately notify the Department of the privacy breach. The Recipient will also immediately take all reasonable steps to stop and contain the impact of the breach, assess and resolve the problem, and prevent its recurrence. The Department may direct the Recipient to take specified steps to resolve and prevent a recurrence.

7.6 Despite the provisions of this Agreement, in the event that the Recipient is compelled to produce any personal information pursuant to any applicable legislation, regulation, or any order of any court, tribunal, administrative body or other authority with jurisdiction, whether in or outside of Canada, the Recipient shall notify the Department and the affected client immediately and where possible in advance.

7.7 In addition to the above as it relates to section 6.6 specifically, the Recipient agrees:

- ☒ A) i) to make available an electronic, paper or other version of the document that explains the purpose and privacy implications of collecting a client's information;
- ii) if the client is illiterate, to verbally transmit in a summary way, within the capacity of the Recipient, the contents of the document;



- iii) for clients preferring to read the document in a language other than English and French, to make the translation of the document available to these clients, as far as reasonably possible; and;
 - iv) to comply with the systems related security manual and other related departmental policies and instructions governing security matters.
- ☐ B) that additional requirements under this section as identified by the Department, are not applicable.

7.8 Without limiting the generality of section 9.0, the Recipient shall be liable for claims resulting from the breach of the privacy and confidentiality of the information in the course of the performance by the Recipient of its obligations pursuant to this Agreement. The Department will not accept any liability for damage, loss, injury, or claims of any kind, including, but not limited to, breach of confidentiality of information arising out of the performance by the Recipient of its obligations pursuant to this Agreement. The Department is not liable for the physical safekeeping and privacy of documents provided to the Recipient while such documents are in the possession or control of or under the responsibility of the Recipient, or in the process of being transferred or transmitted to the Department.

7.9 Any violation of the above-noted clauses will be considered a default pursuant to section 8.0 of the Agreement.

8.0 DEFAULT

8.1 The following constitute events of default:

- A) The Recipient becomes bankrupt or insolvent, is placed in receivership, or takes the benefit of any statute relating to bankrupt or insolvent debtors.
- B) An order is made or a resolution is passed for the winding up of the Recipient, or the Recipient is dissolved.
- C) The Recipient is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed.
- D) The Recipient has submitted false, misleading, or inaccurate information to the Department.
- E) In the opinion of the Department, the Recipient has failed to deliver the Project in an acceptable manner.
- F) The activities or anticipated activities of the Recipient are contrary to Canadian law.

8.2 In the event of default and after consultation with the Recipient, the Department may direct that changes be made to the Project.

8.3 The Department may also avail itself of either or both of the following remedies, as well as any remedies otherwise available:

- A) by written notice to the Recipient in the event of default, immediately suspend any obligation by the Department to contribute or continue to contribute to the Eligible Costs of the Project contemplated in sections 3.1 and 3.2 of this Agreement, including any obligation to pay an amount owing prior to the date of such notice, until such default is corrected to the Department's satisfaction; and/or
- B) by written notice to the Recipient in the event of default, immediately terminate any obligation to contribute or continue to contribute to the Eligible Costs of the Project contemplated in sections 3.1 and 3.2 of this Agreement, including any obligation to pay an amount owing prior to the date of such notice, where the Department is of the opinion that the needs of Eligible Clients would be better met by such termination or has determined that it would not otherwise be in the Department's interests to continue with its obligation to contribute or to continue to contribute.

8.4 Furthermore, in the event of default and termination of the Agreement by the Department:

- A) the Recipient shall dispose of assets as outlined in section 11.0 of this Agreement; and
- B) the Department shall recover any amount remaining from any advance payment, as described in Schedule 3, as well as any debts due to the Crown as referred to in section 4.7.

8.5 The fact that the Department refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right. Moreover, the partial or limited exercise of a right conferred on the Department by this Agreement shall not prevent the Department in any way from later exercising any other right or remedy under this Agreement or other applicable law.

9.0 THIRD PARTY

9.1 This Agreement is an agreement for a Contribution to the Recipient only, and nothing in it or done pursuant to it is to be construed as constituting the Recipient as the Department's agent, representative,



employee or co-venturer. The Recipient is in no way authorized to make a promise, agreement or contract on behalf of the Department.

9.2 More specifically, the Recipient shall indemnify and save harmless the Department from and against all claims, losses, damages, costs and expenses related to the performance by the Recipient of its obligations pursuant to this Agreement, including, but not limited to, the following:

- A) non-payment by the Recipient of debts, loans, capital leases or other obligations to third parties, including but not limited to the case that the Recipient becomes bankrupt or insolvent or is placed in receivership;
- B) any injury or death of a person;
- C) any loss or damage to property caused or alleged to be caused by the Recipient or its servants or agents in carrying out the Project;
- D) any settlement for wrongful dismissal by the Recipient; and
- E) any infringement of the third party's Intellectual Property Rights, including claims that stem from the use of hardware or software provided to the Recipient by the Department or acquired by the Recipient with funds pursuant to this Agreement.

9.3 As soon as the existence of a claim from a third party as described in section 9.2 E) is made known to the Department, the Department is entitled to prohibit the Recipient from making further use of the hardware or software described above and to issue instructions to the Recipient regarding such claims. If the Recipient does not comply with any instructions issued by the Department pursuant to section 9.2 E) and this provision, then the Department is entitled to terminate the present Agreement pursuant to section 8.0.

9.4 Where the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient, that they shall also be personally, jointly and severally liable for any and all obligations of the Recipient under this Agreement, and for any debt that may become due to the Department hereunder.

9.5 The Recipient shall not assign this Agreement in whole or in part without the prior written consent of the Department, and any assignment made without that consent is void and of no effect.

9.6 When the Recipient contracts for products or services which are the subject of this Agreement, the Recipient must:

- A) use a fair process in obtaining price quotes from prospective contractors;
- B) ensure value for money;
- C) retain, and readily provide to the Department on request, copies of all contracts with third parties; and
- D) maintain accurate records of all transactions with third parties, and provide the Department with reasonable access to these records:
 - i) during the entire Term of the Agreement; and
 - ii) for seven (7) years afterwards.

9.7 Additionally, the Recipient must ensure that any contract entered into with third parties is consistent with this Agreement, including the following terms and conditions:

- A) Nothing in this contract or in work done pursuant to it is to be construed as creating a contractual relationship of any kind between the Department and the third party. The Recipient is in no way authorized to make a promise, agreement or contract on behalf of the Department.
- B) The third party must make available invoices, receipts, cancelled cheques, vouchers, supporting documents, books and records to the Department's representatives for inspection and audit.
- C) The third party must be bound to the same privacy and security obligations that apply to the Recipient under section 7.0 of the Agreement.

10.0 INTELLECTUAL PROPERTY

10.1 "Intellectual Property Right" means any Intellectual Property Right recognized by law, including any protected through legislation (e.g., copyright, patents, industrial design, etc.), or arising from protection of information as a trade secret or as confidential information.

10.2 Where in the course of carrying out the Project, the Recipient produces any work subject to Intellectual Property Rights, these rights shall vest in the Recipient.

10.3 Recipients should, or must if applicable, negotiate a copyright license with one of the Canadian copyright licensing agencies in order to have rights on all copyright materials for use by clients and

recipient staff.

10.4 Where the production of the work has been funded, in whole or in part, by the Contribution made by the Department under this Agreement, the Recipient hereby grants to the Department a non-exclusive, fully-paid and royalty-free licence to reproduce, distribute and translate the work for purposes of carrying out the Department's program objectives.

10.5 Additionally, with respect to any work licensed under this section, the Recipient:

- A) warrants that the work shall not infringe on the copyrights, trademarks or proprietary rights of others;
- B) agrees to indemnify and save harmless the Department from all costs, expenses and damages arising from any breach of any warranty given in 10.5 A) of this Agreement; and
- C) shall include an acknowledgment, in a form satisfactory to the Department, on any work which is produced by it with funds contributed by the Department under this Agreement, acknowledging that the work was produced with funds contributed by the Department and identifying the Recipient as being solely responsible for the content of such work.

10.6 If the Recipient is involved, either in or out of court, in a claim by a third party relating to the infringement of its Intellectual Property Rights, the Recipient must inform the Department immediately in writing of the claim.

10.7 Section 10.0 shall survive the termination of the Agreement.

11.0 CAPITAL ASSETS

With regard to capital assets purchased in whole or in part with Contribution funds, the Recipient and the Department agree that ownership of such assets rests with the Recipient, subject to the following:

11.1 That such assets be insured for replacement costs.

11.2 That an inventory of capital assets purchased with Department funds (or purchased with insurance funds, when insurance costs have been paid with funds from the Department) be kept by the Recipient. The inventory should include sufficient information such as purchase date, purchase price, make, model and serial number for easy identification of the assets.

11.3 That the Recipient neither sell, transfer, mortgage, lease nor otherwise dispose of any capital assets purchased with such funds without the prior written consent of the Department.

11.4 That at the termination of the Agreement and ending of the funding relationship between the Department and the Recipient, the latter will ensure that any capital assets which have been purchased with Department funds (or purchased with insurance funds, when insurance costs have been paid with funds from the Department) but which have not been physically incorporated into the premises of the Agreement holder, at the discretion of the Department:

- A) be sold, at fair market value, and that the revenue be applied to eligible Project costs, which may no longer be claimed for reimbursement;
- B) be turned over to a registered charitable organization;
- C) assigned to another organization (as approved by the Department); or
- D) be retained by the Agreement holder.

12.0 GENERAL

12.1 This Agreement may be signed in counterparts, each of which when taken together, will constitute an original Agreement.

12.2 The terms of this Agreement take effect as of the date the Agreement is signed by the last of the two parties to do so.

12.3 This Agreement is binding on the parties and their successors and permitted assigns.

12.4 This Agreement may be amended with the mutual consent of the Recipient and the Department. To be valid, any amendment must be in writing, in a form satisfactory to the Department, and signed by the designated representatives of both the Recipient and the Department. Any amendment shall take effect when signed by the last of the two parties to do so.

12.5 The Department may, by notice to the Recipient, suspend or terminate this Agreement, in whole or in part, at any time without cause upon not less than **one month** written notice of intention to terminate. In



the event of a suspension, the Department will notify the Recipient of the obligations to be met. In the event of a termination notice being given by the Department under this section:

- A) the Recipient shall make no further commitments in relation to the Agreement and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto;
- B) all Eligible Costs incurred by the Recipient up to the date of termination, not exceeding the maximum amount of the Department's Contribution payable under this Agreement, will be paid by the Department, including the Recipient's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of the Department that the costs mentioned herein were actually incurred by the Recipient and the same are reasonable and properly attributable to the termination of the Agreement; and
- C) the amount of any Contribution funds which remain unspent shall be promptly repaid to the Department, and such amounts shall be a debt due to the Crown.

12.6

- A) Any notice or other communication with respect to this Agreement (the "Notice") shall be effectively given if delivered or sent by letter, facsimile, or e-mail addressed:

- i) in the case of the Department, to:

Director of Integration
25 St. Clair Avenue East, Suite 700
Toronto, ON, M4T 1M2
Canada

- ii) in the case of the Recipient, to:

Danny Krmpotich
Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON, P6A 5N1
Canada

or to such other address, facsimile number, email address or addressed to such other individual as either party may from time to time designate in writing to the other party.

- B) Any notice that is delivered will have been received on delivery; any notice sent by facsimile will be deemed to have been received one (1) day after having been sent; any notice sent by e-mail will be deemed to have been received on the date that the email is sent, and any notice mailed by regular mail will be deemed to have been received eight (8) days after being mailed.

- 12.7 The Recipient represents and warrants that the signatories to this Agreement have been duly authorized to execute and deliver this Agreement on its behalf.

- 12.8 The Recipient represents and warrants that the execution, delivery and performance of this Agreement have been duly and validly authorized and when executed and delivered will constitute a legal, valid and binding obligation of the Recipient enforceable with its terms.

- 12.9 The Recipient represents and warrants that it is under no obligation, prohibition or other disability, nor is it subject to or threatened by any actions, suits or proceedings which could or would prevent compliance with this Agreement and undertakes to advise the Department forthwith of any such occurrence during the term of this Agreement.

- 12.10 The Recipient and the Department expressly disclaim any intention to create a partnership, joint venture or joint enterprise and that nothing and no activity arising out of, related to, occasioned by or attributable to, in any way, this Agreement shall constitute or be deemed to constitute that the Recipient and the Department are related as partners, joint venturers or principal and agent in any way or for any purpose.

- 12.11 Neither the Department, nor its employees, officers or agents, will have any liability in respect of claims of any nature, including claims for injury or damages, made by any person involved in the activities that are required of the Recipient in carrying out its obligations under this agreement, and the Recipient will indemnify and save harmless the Department, its employees, officers and agents, in respect of any such claims.

- 12.12 The Recipient will obtain any necessary third party authorizations, as required to carry out its obligations under this Agreement, from third parties who have Intellectual Property Rights or other rights affected by this Agreement. The Department will have no liability in respect of claims from any person relating to



such rights, and the Recipient will indemnify and save harmless the Department from any such claims.

12.13 When direct services and/or activities are provided to clients, the Recipient shall erect at a suitable location on its premises a sign in both of Canada's official languages, which the Department considers appropriate, indicating that the Recipient's Project is funded by the Government of Canada.

12.14 Where in the opinion of the Department there is a demand, the Recipient will ensure that services and documentation intended for public use be available in both official languages.

12.15 The Recipient shall also publicly acknowledge the Government of Canada's Contribution in the following manner:

- A) by clearly and prominently identifying the Government of Canada's Contribution to the Project, utilizing promotion and advertising tools made available by the Department and wording satisfactory to the Department, for example: "The Government of Canada provides funding to support this Project"; and
- B) by acknowledging the Government of Canada's Contribution in its announcements, interviews and ceremonies, in its advertising and promotional activities, in its speeches, lectures, publications and in its recruitment procedures.

12.16 Materials copyrighted to the Department and the Crown in right of Canada, remain the property of these institutions.

12.17 The Recipient warrants that it has not, nor has any person on its behalf, offered or promised to any official or employee of Her Majesty the Queen in Right of Canada, for or with a view to obtaining this Agreement any bribe, gift or other inducement, and it has not nor has any person on its behalf employed any person to solicit this Agreement for a commission, fee or any other consideration dependent upon the execution of this Agreement.

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

12.19 It is a term of this Agreement that no current or former public servant or public office holder to whom the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Sector* applies shall derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation and codes.

12.20 Any person lobbying on behalf of the Recipient must be registered pursuant to the *Lobbying Act*, as amended from time to time.

12.21 The parties agree that unless otherwise specified in writing in this Agreement, the law of the province or territory where the Recipient's head office is located shall be the applicable provincial law.

12.22 The Recipient shall declare in writing to the Department if the Recipient, members of its Board of Directors or any of its officers or employees engaged in this Project:

- A) were convicted during a period of three (3) years prior to the Agreement by a court of law in Canada or in any other jurisdiction for an offence involving bribery or corruption; or
- B) are under sanction, for an offence involving bribery or corruption, imposed by a government or a governmental organization.

The Department may terminate the Agreement forthwith for default where it is found that the Recipient has omitted to declare, prior to entering into the Agreement, such conviction or sanction.

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

12.24 The Recipient acknowledges that the Department is subject to the *Access to Information Act*, RSC 1985, Chapter A-1, and information obtained by the Department pertaining to this Agreement may be disclosed to the public upon request under the aforementioned act.

The Recipient acknowledges having read and understood the Agreement in its entirety and agrees with its contents. The parties hereto have signed this Agreement through duly authorized representatives:

Recipient	Recipient
Name (Print) Mayor - Christian Provenzano	Name (Print) City Clerk - Malcolm White
Position	Position
Signature	Signature
Date (YYYY-MM-DD)	Date (YYYY-MM-DD)
The Department	
Name (Print)	Signature
Position	Date (YYYY-MM-DD)

Basic Recipient Information

Renseignements de base du bénéficiaire

Legal Name of Recipient/Dénomination sociale du bénéficiaire The Corporation of the City of Sault Ste. Marie

Legal Signing Officers (names of those who have legal authority to sign the contribution agreement, amendments, reports, cheques, expense claims etc.)

Signataires légaux autorisés (les noms de ceux qui sont légalement autorisés à signer l'entente de contribution, des modifications, des rapports, des chèques, des remboursements des dépenses, etc.)

TITLE/TITRE	NAME/NOM (Please print/En lettres moulées S.V.P.)	SPÉCIMEN SIGNATURE SPÉCIMEN DE SIGNATURE
1. Mayor	Christian Provenzano	
2. City Clerk	Malcolm White	
3. LIP Coordinator	Danny Krmpotich	
4. LIP Researcher	Sean Halliday	
5.		
6.		

For the following questions, please refer to the relevant section of your articles of incorporation, by-laws or similar instrument of governance which identify the signing requirements to legally bind the organization. If a resolution is needed to confer legal authority, please provide documentation showing that the resolution has been passed.

Pour les questions suivantes, s'il vous plaît vous référer à la disposition pertinente de vos statuts constitutifs, de vos règlements administratifs ou autres instruments de gouvernance similaires qui identifient les exigences relatives aux signatures obligatoires pour lier l'organisation sur le plan juridique. Si une résolution est requise pour conférer l'autorisation légale, s'il vous plaît fournir les documents démontrant qu'une résolution a été adoptée.

How many of the above signatures (and in what combination) are required to bind your organization in a legal agreement?
Combien des signatures mentionnées ci-dessus (et dans quelle combinaison) sont nécessaires pour lier votre organisation par une entente juridique?

Legal Agreements #1 & #2

How many of the above signatures (and in what combination) are required to sign cheques?
Combien de signatures mentionnées ci-dessus (et dans quelle combinaison) sont nécessaires pour signer des chèques?

#1 & #2

How many of the above signatures (and in what combination) are required to validate expense claims?
Combien de signatures mentionnées ci-dessus (et dans quelle combinaison) sont nécessaires pour valider des remboursements des dépenses?

Claims #3 & #4

Person responsible for financial accounts/Personne responsable des comptes		Telephone Number – Business Numéro de téléphone – Bureau 705-759-5355	
Name/Nom Shelly Schell, CFO City Treasurer	Workers' Compensation Board (WCB) status/État auprès de la Commission des accidents du travail (CAT)		
☐ Non Registered Non enregistré ☒ Registered Enregistré	Business Number for WCB Numéro de la compagnie accordé par la CAT 800333	Rate/Taux	
Separate Account for Project Compte distinct réservé au projet	☐	Yes Oui	☒ No Non
Are you eligible for a GST/HST rebate Êtes-vous admissible à un remboursement de la TPS/TVH	☐	Yes Oui	☐ No Non
	Rate Taux	%	

Settlement Program – Schedule 1
Statement of Planned Activities and Intended Results

Recipient Name: Corporation of the City of Sault Ste. Marie	File Number: S183295049
Agreement Title: Sault Ste. Marie and Area Local Immigration Partnership	Amendment Number:

STATEMENT OF PLANNED ACTIVITIES AND INTENDED RESULTS

PROJECT DESCRIPTION AND OBJECTIVE(S):

The Sault Ste. Marie (SSM) Local Immigration Partnerships (LIPs) are community-based partnerships representing local/regional government, immigrant serving agencies, language training providers, employment service providers, educational institutions, cultural clubs and newcomers. The partnerships support community-level research and strategic planning, and ensure that there is an effective coordination of services that facilitate immigrant settlement and integration.

The Sault Ste. Marie LIPs will provide a collaborative framework to facilitate the development and implementation of sustainable solutions for the successful integration of newcomers in Sault Ste. Marie as well as measuring performance progress and impact through use of community data.

The objectives of the SSM LIP program are:

To ensure that all immigrants/newcomers/refugees to Sault Ste. Marie and area are aware of settlement services available prior to and upon their arrival. All immigrants/newcomers will have fair access to these settlement services which will increase retention rates by easing integration into the community's social fabric and workforce.

To develop and implement a protocol to support the Equity and Inclusiveness Policy in our local school boards. Recognizing that these protocols may need to be unique for each school board, LIP will ensure all protocols are developed to fully and effectively assist with welcoming and integrating newcomer students and families into local schools.

To enhance and develop employment services geared to assisting immigrants to Sault Ste. Marie. Continue partnership development to ease access for Internationally Trained Professionals to enter the community's workforce and help satisfy existing and pending labour shortages.

To promote the importance of cross-cultural communication education and cultural sensitivity training to social services agencies/organizations staff members, small/medium/large business, direct/indirect service providers and educational institutions staff. Sault Ste. Marie's workforce will be fully trained for "cultural sensitivity in the workplace" and cross-cultural communication.

To encourage the celebration of all cultures in Sault Ste. Marie. Creating a positive environment for all new and existing cultural clubs/groups to plan and host events, activities and programs to share all aspects of each culture with community members.

To ensure that immigrants/newcomers to Sault Ste. Marie will have easily accessible contact information for sports and recreation activities through developed communication and referral systems. Encouragement and implementation of new sports to include popular recreational activities from other countries will be ongoing through development of strong partnerships.

PLANNED ACTIVITIES:

Activity: Indirect - Local Immigration Partnership

Activity Narrative: The Focus Area Action Plan will examine community needs and gaps in seven major areas:

- Social and Settlement Services
- Education
- Employment
- Cultural Sensitivity
- Health Care
- Cultural Celebration

STATEMENT OF PLANNED ACTIVITIES AND INTENDED RESULTS (cont'd)

- Sports and Recreation
In 2017-18, LIP will finalize the plan, and a two-year implementation stage will follow.

Year 1: Includes quantitative and qualitative data and information gathering of multi-sectors through a variety of sources which will help us develop and prioritize themes. Sources include Stats-Can, Innovation Centre, Community Services, Service Providers, Newcomer Provider stats, Immigration Forum, City Planning, Program/event information gathering and Newcomer experience data collection.

Year 2: Priority Plan development on three levels: community, organization, and individual action items based on research of identified themes. Strategy/implementation plan developed for each priority.

Year 3: Continued implementation of action items, as well as measuring performance progress and impact through use of community data compiled in year one, two, and in the performance measurement.

Output Description: Outcomes: Performance measures will be identified for action items in each priority plan. Identified priorities will be researched for impact on immigrant populations by local experts in related fields and LIP staff.

EXPECTED OUTCOMES:

- Partners and stakeholders are engaged in settlement and implement strategies to address newcomers needs
- Provision of settlement services is consistent, innovative and coordinated

REPORTING:

- The Recipient agrees to submit to the Department:

FORECAST OF CASH FLOW

- The Department may request submission of a revised cash flow for the Project.

CLAIMS

- Claims for reimbursement of Eligible Costs that support the achievement of objectives shall be submitted by the Recipient on a **QUARTERLY** basis and shall be accompanied by a narrative report which provides the actual achievements of the Project against planned activities and expected results identified in Schedule 1. This report is to be submitted to the Department within **10 days** of the end of the reporting period.

FINAL CLAIM

- Following completion of the Project, the final claims of Eligible Costs, shall be accompanied by a final progress report detailing the actual achievements of the Project against the Project objective(s), planned activities, and expected results identified in Schedule 1. This report is to be submitted to the Department within 60 days of the end of the funding period.



Settlement Program – Schedule 2
Description of Eligible Costs

Recipient Name: Corporation of the City of Sault Ste. Marie		File Number: S183295049
Address: 99 Foster Drive Sault Ste. Marie, ON, Canada P6A 5N1		
Telephone Number: (705) 759-5485	Facsimile Number: (705) 759-1639	Amendment Number:
Agreement Title: Sault Ste. Marie and Area Local Immigration Partnership		

Duration of Activity / Funding Period	From: 2017-04-01 YYYY-MM-DD	To: 2020-03-31 YYYY-MM-DD	Fiscal Years: 3
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DEPARTMENTAL CONTRIBUTION – SEE ATTACHED FOR COST CATEGORY DETAILS

FISCAL YEAR	PROGRAM DELIVERY	ADMINISTRATIVE	CAPITAL	TOTAL CONTRIBUTION
2017-2018	\$225,794	\$4,516	\$0	\$230,310
2018-2019	\$215,177	\$4,304	\$0	\$219,481
2019-2020	\$193,080	\$3,862	\$0	\$196,942
TOTAL COST CATEGORY	\$634,051	\$12,682	\$0	\$646,733

Recipient Name:
Corporation of the City of Sault Ste. Marie

File Number:
S183295049

Fiscal Year: 2017-2018

PROGRAM DELIVERY

Qty	Line Item	Description/Details	Amount for fiscal year
	Conferences and workshops	Annual Immigration Forum	\$9,476
	Salaries, wages and benefits	Program Coordinator	\$70,744
	Salaries, wages and benefits	Executive Assistant/Researcher	\$58,680
	Salaries, wages and benefits	Outreach Worker	\$36,664
	Travel, accommodation and related costs	Staff travel	\$500
	Delivery assistance tools and material	Photocopy/ printing	\$200
	Publicity	Awareness campaigns to locals and newcomers (videos, commercials, radio, newspaper, social media, productions	\$8,270
	Eligible GST/HST		\$241
	Salaries, wages and benefits	MERCS/Benefits	\$41,019

Total Program Delivery: \$225,794

ADMINISTRATIVE

Line Item	Description/Details	Amount for fiscal year
Negotiated Administrative Rate	2%	\$4,516

Total Administrative: \$4,516

Total Maximum Departmental Contribution for Fiscal Year: \$230,310

PROGRAM DELIVERY

Qty	Line Item	Description/Details	Amount for fiscal year
	Salaries, wages and benefits	Outreach worker	\$39,254
	Salaries, wages and benefits	Executive Assistant/Researcher	\$61,355
	Salaries, wages and benefits	Coordinator	\$70,744
	Salaries, wages and benefits	MERCs/Benefits	\$41,928
	Conferences and workshops	Annual Immigration Forum	\$1,000
	Publicity	Awareness campaigns to locals and newcomers	\$255
	Travel, accommodation and related costs	Staff travel	\$400
	Delivery assistance tools and material	Photocopy/ printing	\$100
	Eligible GST/HST		\$141

Total Program Delivery: \$215,177

ADMINISTRATIVE

Line Item	Description/Details	Amount for fiscal year
Negotiated Administrative Rate	2%	\$4,304

Total Administrative: \$4,304

Total Maximum Departmental Contribution for Fiscal Year: \$219,481

Recipient Name:
Corporation of the City of Sault Ste. Marie

File Number:
\$183295049

Fiscal Year: 2019-2020

PROGRAM DELIVERY

Qty	Line Item	Description/Details	Amount for fiscal year
	Conferences and workshops	Annual Immigration Forum	\$100
	Salaries, wages and benefits	Program Coordinator	\$49,197
	Salaries, wages and benefits	Executive Assistant/Researcher	\$64,024
	Salaries, wages and benefits	Outreach Worker	\$41,838
	Travel, accommodation and related costs	Staff travel to conferences, 2 flights, accommodation, meals and incidentals, workshops, training	\$300
	Delivery assistance tools and material	Photocopy/ printing	\$100
	Publicity	Awareness campaigns to locals and newcomers	\$1,500
	Salaries, wages and benefits	MERCs/Benefits	\$35,880
	Eligible GST/HST		\$141

Total Program Delivery: \$193,080

ADMINISTRATIVE

Line Item	Description/Details	Amount for fiscal year
Negotiated Administrative Rate	2%	\$3,862

Total Administrative: \$3,862

Total Maximum Departmental Contribution for Fiscal Year: \$196,942



Settlement Program – Schedule 3
Terms of Payments

Recipient Name:	File Number:
Corporation of the City of Sault Ste. Marie	S183295049
Agreement Title:	Amendment Number:
Sault Ste. Marie and Area Local Immigration Partnership	

Terms of Payments

- 1.0 The Department will make payments of the Contribution amount by reimbursement, upon receipt from the Recipient of claims for Eligible Costs, with supporting documents if requested by the Department, in accordance with section 4.1 of the Agreement.
- 2.0 During the course of the Agreement, should it be determined that advance payments are warranted for achievement of program objectives, the Department will ensure that the conditions governing the need for advances as per clause 4.5 are met. For the purposes of advance payments, the written communication between the Recipient and the Department shall constitute part of the Agreement and will supersede the advance payment clause noted in Schedule 3 of the Agreement.
- 3.0 An amount of up to 5% of the total agreement value will represent the holdback and be disbursed to the Recipient as a final payment on receipt and approval by the Department of the final claims for Eligible Costs and deliverables, including any requested supporting documents. Material submitted to the Department to support release of the holdback must be certified by a duly authorized representative of the Recipient.

Settlement Program – Schedule 4
Supplementary Terms and Conditions

Recipient Name:	File Number: S183295049
Agreement Title:	Amendment Number:
Sault Ste. Marie and Area Local Immigration Partnership	

SUPPLEMENTARY TERMS AND CONDITIONS

The provisions of this Schedule shall be interpreted in conformity with those of the Agreement concluded by the Department with the Recipient.

Activity and Output reporting through the Department's system:

1. The Recipient shall use the internet-based system provided by the Department to enter information on clients served, services delivered and program support activities.
2. The Recipient shall ensure that data entered into the aforementioned system are complete and submitted in a timely manner. Monthly client service data are required to be input by the fifth (5th) working day of the following month. Narrative reports for direct settlement services shall be completed in the system as per the reporting schedule found in Schedule 1 of this Agreement. Annual Project Performance Reports (APPR) for direct settlement services shall be completed in the system no later than May 31 of the following fiscal year. The Department may choose to withhold payment of claims submitted by the Recipient if, in the opinion of the Department, the Recipient is not discharging its responsibility for data entry and reporting into the Department's system.

3. The Recipient shall maintain a minimum level of computer environment, with the minimum specifications as follows:
 - A high-speed Internet connection (cable, DSL, etc.). A 56kbs modem can be used where a high-speed internet connection is not available.
 - A Web Browser that supports the latest version of transport layer security (TLS).
 - Security protection software which contains full version reliable and an updated virus scan and firewall.

Other computers may work, but performance could be affected. Any hardware or software provided by the Department is to be used in accordance with the Agreement and any stipulations provided by the Department.

4. Further to section 7.4 of the Agreement, in order to obtain access to the Department's system, the Recipient must meet the minimum privacy and security requirements, as identified by the Department.
5. In order to obtain access to the Department's system, the Recipient's designated employees (system users) shall submit to the Department for approval and processing the results of an individual's criminal records check with the Account Request Form, which will be provided by the Department. The Recipient shall inform the Department's helpdesk of the date when a designated system user will cease or has ceased to be employed by the Recipient.
6. The Recipient agrees to provide updates to the Department of any changes in the contact information of system users.
7. The Recipient agrees to ensure that staff have the knowledge required to comply with the Department's data entry requirements. Training, user support materials, and help desk support will be made available by the Department.
8. The Recipient's access to the Department's system shall cease once it no longer receives funding from the Department.
9. The Department shall not be held liable for actions arising out of the Recipient not taking appropriate security measures as required in this Agreement. Security requirements will be outlined in the systems related security manual and associated minimum requirements list document provided by the Department.

Communications Protocol:

1. The Recipient shall obtain the approval of the Department before preparing and issuing any announcements, press releases, brochures, advertisements or other materials that will display the Department's logo or otherwise make reference to the Department.



SUPPLEMENTARY TERMS AND CONDITIONS (cont'd)

2. The Recipient will advise the Department at least 30 days in advance of any special event (e.g., official opening, conference, ribbon cutting, etc.) the Recipient wishes to organize in connection with the Agreement. A special event shall only be held on a date which is mutually acceptable to the Department and the Recipient. Furthermore, the Recipient consents to having the Department or its designates participate in any such event.

Performance Monitoring and Outcome Reporting:

1. Further to Article 6.0 of the Contribution Agreement, the Department may request that the Recipient carry-out project-level performance monitoring and assessment activities in accordance with requirements to be set out by the Department to inform project-level outcome reporting and analysis. These requirements may include, but not be limited to, Recipient-run surveys to measure project-level outcomes of clients in priority areas determined by the Department.

Other:

1. The Recipient shall notify the Department 14 days before the start of the Annual General Meeting of the date, time and location of the meeting.
2. International travel is not an eligible cost and will not be reimbursed by the Department under this Agreement.
3. Further to section 8.1 of the Agreement, the parties agree that the Recipient will be considered in default of the Agreement should any of the services and/or activities contemplated by this Agreement, such as, but not limited to, advisory committee meetings, outreach and networking efforts, content development workshops, or the final product(s) be organized with the express intent of lobbying or advocating against government policies or programs.

The parties further agree that where the Recipient has shared plans with the Department about planned services and/or activities and the Department has raised no objections in advance about those plans, they will not be considered to be organized with the express intent of lobbying or advocating against government policy or programs, provided that they are carried out with strict adherence to the pre-approved plans shared with the Department. Where plans are shared with the Department and the Department does object to any of the services and/or activities, the Recipient will either eliminate the services and/or activities objected to, or to make changes sufficient to address the Department's concerns. Where the Recipient either refuses to eliminate the services and/or activities in question or to make the changes requested by the Department, the Recipient shall be considered in default of the Agreement.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-60

AGREEMENT: (C3.39) A by-law to authorize the execution of the Agreement between the City and The Sault Amateur Soccer Association (SASA) for the use of Strathclair Park.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated March 10, 2017 between the City and The Sault Amateur Soccer Association, a copy of which is attached as Schedule "A" hereto. This Agreement is for the use of Strathclair Park.

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 10th day of April, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THIS AGREEMENT made in triplicate this 10th day of March, 2017.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
Hereinafter called the “City”

OF THE FIRST PART

-and-

THE SAULT AMATEUR SOCCER ASSOCIATION
Hereinafter called “SASA”

OF THE SECOND PART

WHEREAS the City is the owner of lands more particularly described in Schedule “A” attached hereto and hereinafter referred to as Strathclair Park;

AND WHEREAS SASA is the owner of a structure located on Strathclair Park and delineated in red on the map attached here as Schedule “B” and hereinafter referred to as the Field House;

AND WHEREAS both Strathclair Park and the Field House meet the City’s desire to accommodate spectators and players who utilize Strathclair Park;

NOW THEREFORE the Parties hereto agree as follows:

1. TERM

- (a) This Agreement shall be in effect for a term of five (5) years commencing on May 1, 2017 and terminating on April 30, 2022 (the “Term”).

2. FIELD HOUSE MAINTENANCE

- (a) SASA shall ensure that the Field House complies with all relevant laws and regulations, including but not limited to the *Ontario Building Code Act*, *Liquor Licence Act*, *Occupier’s Liability Act*, and any relevant municipal by-laws at their sole expense.
- (b) SASA shall be responsible for the maintenance, upkeep and renovations of the Field House except the Concession Area. SASA

shall further be responsible for all costs, expenses and liabilities relating to the Field House except the Concession Area.

- (c) In the event that SASA fails to meet its maintenance requirements as set out in this Agreement in the City's sole view, the City may at its option effect the necessary maintenance, renovations or repairs and charge the cost of same back to SASA. Any such costs incurred by the City shall be payable by SASA immediately upon demand by the City.
- (d) SASA shall maintain, upkeep and repair the washrooms and change rooms areas located in the Field House at their sole expense. The City shall perform the day to day cleaning services for the Field House, including the washroom and change room areas. The said cleaning services shall occur only during regular season play. The City shall keep the washroom facilities appropriately stocked with soap and paper products.
- (e) SASA shall monitor the Field House and ensure that the Field House is kept secure. SASA agrees that security and supervision of the Field House shall be the sole responsibility and expense of SASA.
- (f) Both SASA and the City shall appoint contacts from their respective organizations for emergency purposes.
- (g) SASA shall be solely responsible for any and all PUC charges supplying the Field House and the Concession Area. Upon payment of the aforesaid PUC charges by SASA to the PUC, SASA shall on an annual basis during the Term of this Agreement provide the City with all necessary documentation to permit the City to calculate the PUC charges incurred by the City for its use and operation of the Concession Area. The City shall thereafter promptly reimburse SASA for the PUC charges incurred by the City for its use and operation of the Concession Area on an annual basis.

3. CONCESSION AREA

- (a) The City shall have the exclusive right to operate the Concession Area from the Field House located at Strathclair Park.

- (b) No food sales or other concessions shall be permitted on site at Strathclair Park without the prior written permission of the City. The City reserves the right to impose a charge calculated as a percentage of gross sales.
- (c) The City agrees to advance any profits from the concession sales to the Corporation of the City of Sault Ste. Marie Strathclair Park Development Account which is a reserve account for future capital expenditures.

4. TAXES

- (a) SASA shall be responsible for all taxes, including local improvements or other rates or levies of any kind or nature that may be levied or imposed on the Field House.

5. USE OF FIELDS

- (a) The City hereby permits SASA to utilize the soccer fields located at Strathclair Park during the Term, subject to the terms and conditions of this Agreement.
- (b) SASA agrees to use the soccer fields at Strathclair Park only for the uses as set out in the Facility Contract. Any breach by SASA of this Agreement or any provision of false or incorrect information by SASA to the City in seeking this Agreement will, in the sole discretion of the City, result in the immediate suspension and/or cancellation of this Agreement. All monies paid by SASA to the City may be retained by the City and applied towards any losses or damages incurred by the City as a result of the suspension and/or termination of this Agreement.
- (c) The City may permit community members other than SASA to use the soccer fields located at Strathclair Park. In the event that the City permits other community members to use the soccer fields at Strathclair Park, the City shall provide notice of the same to SASA.
- (d) SASA agrees to comply with any and all by-laws, policies, codes of behavior and regulations imposed by the City governing the use of the soccer fields located at Strathclair Park, and all applicable Federal and Provincial statutes and regulations at their sole expense.

- (e) SASA shall make all reasonable effort to ensure that players, participants and spectators use the fields and equipment in a manner fit for the appropriate purpose.
- (f) The City strongly recommends that SASA ensure all field users wear full CSA approved equipment as it applies to the sport of soccer.
- (g) SASA shall be responsible at their sole cost and expense for:
 - a. the set up of the soccer fields at Strathclair Park, other than any set up activities that have been specifically designated to be the responsibility of the City in this Agreement;
 - b. ensuring that the soccer fields located at Strathclair Park are left clean before departing Strathclair Park;
 - c. ensuring that no damage/vandalism at Strathclair Park occurs during its use of Strathclair Park; and
 - d. the supply of all rented or privately owned property and equipment necessary for their use of the soccer fields at Strathclair Park.
- (h) The parties hereto acknowledge and agree that SASA owns the player shelter structures located at Strathclair Park. SASA shall maintain, upkeep and repair the player shelter structures located at Strathclair Park. Further, SASA shall ensure that the player shelter structures comply with all relevant laws and regulations, including any relevant municipal by-laws at their sole expense.
- (i) SASA hereby confirms that the City has not provided any representation, warranty or other assurance regarding the suitability of Strathclair Park or any part thereof, including any ancillary equipment, facility, field or playing surface (the "Facility Infrastructure") for use by SASA. SASA acknowledges that prior to each and every use of Strathclair Park or any part thereof, it has carried out a complete inspection of Strathclair Park and the Facility Infrastructure to satisfy itself concerning the suitability of same for its proposed use and further, that it is using Strathclair Park and the

Facility Infrastructure on an “as is where is” basis on each occasion of use. In the event that the aforesaid inspection by SASA generates any concern as to the suitability of Strathclair Park for its use, SASA shall not use the Strathclair Park and shall report such concern(s) to the City immediately in accordance with the notice provisions set out in paragraph 21 of this Agreement.

- (j) The parties hereto acknowledge and agree that the City and SASA are each signatory to a Letter of Understanding re: Irrigation System dated May 4, 2006 (the “Letter of Understanding”) which sets out the rights and obligations between SASA and the City for the installation and maintenance of an irrigation system at Strathclair Park. The Letter of Understanding is appended hereto as Schedule “A” to this Agreement. The parties hereto acknowledge and agree that the rights, obligations and responsibilities of the City and SASA regarding the Strathclair Park Irrigation System are as set out in Schedule “A” to this Agreement.

6. **SOCCER FIELD MAINTENANCE FOR DESIGNATED SOCCER FIELDS**

- (a) The City shall be responsible for field maintenance at the designated soccer fields at Strathclair Park, specifically grass cutting, repairing of field potholes and field lining.
- (b) The City shall erect soccer nets on junior and senior posts on or before Victoria Day of each year of this Agreement. The City shall remove the said nets at the end of the scheduled soccer season.

7. **SCHEDULE AND FEES**

- (a) SASA shall appoint a representative to work in conjunction with City staff to determine field schedule needs.
- (b) The City shall schedule all soccer play for the summer season beginning from Victoria Day and up to and including Labour Day of each year of this Agreement (“Term of Usage”). Any soccer play beyond August 31st requires the prior consent of the City. SASA acknowledges that it is the responsibility of SASA to ensure that is scheduling adheres to the Term of Usage as set out herein.
- (c) SASA’s representative shall provide to the City all league schedules by the first Friday in May of each year of this Agreement.

The said schedules shall include the location, date and time of play. The City shall schedule practices on receipt of practice requests from SASA following the Schedule of league play if time permits and the appropriate field is available.

- (d) The City shall impose fees for the use of soccer fields in accordance with By-law 2016-180 and amendments thereto.
- (e) The City may pre-empt and terminate SASA's use of the fields at any time in order that the City may use Strathclair Park for a specific purpose, without liability to the City. Whenever possible, every effort will be made to give reasonable advance notice of pre-emption and termination.

8. CANCELLATION

- (a) SASA shall be permitted to cancel field time with seven (7) days written notice to the City.
- (b) When SASA is not able to utilize the fields due to inclement weather, SASA shall notify the City by the end of the calendar month of the unused field time.
- (c) When the City does not intend to prepare the fields due to inclement weather, the City shall notify SASA within three (3) hours prior to the booking start time that the soccer fields are unplayable.

9. LIGHTING

- (a) The field lights are the exclusive possession of SASA.
- (b) SASA shall be responsible for the maintenance, upkeep and repair of the field lights. SASA is further responsible for all operating, maintenance and charges related to the field lights.
- (c) In the event that SASA fails to maintain, upkeep and/or repair the field lights in the City's sole view, the City may at its option effect the necessary maintenance or repairs and charge the cost of same back to SASA. Any such costs incurred by the City shall be payable by SASA immediately upon demand by the City.

10. WASTE AND NUISANCE

- (a) SASA agrees not to do or cause to be done, any action which would damage, waste, disfigure, or injure Strathclair Park or any part thereof, or otherwise cause a nuisance. Any such action to Strathclair Park by SASA or any of SASA's invitees, guests or participants in relation to or in connection with SASA's use of Strathclair Park or any other matters under this Agreement shall be the financial responsibility of SASA to repair. SASA agrees that the City will immediately undertake all work that the City, in its sole view, deems necessary to repair Strathclair Park. Any costs incurred by the City to repair Strathclair Park for such waste and nuisance as set out in this paragraph shall be payable by SASA immediately upon demand by the City.

11. ALCOHOLIC BEVERAGES

- (a) SASA agrees to adhere to the conditions in all municipal by-laws, policies and regulations and the provisions of the *Liquor Licence Act* and regulations made thereunder. Without limiting the generality of the forgoing, SASA shall abide by all requirements in the City's Municipal Alcohol Policy. In the event of any inconsistency, the more onerous provision shall apply.

12. LOTTERY LICENSES

- (a) SASA hereby acknowledges and agrees that any type of lottery scheme, such as a raffle, requires SASA to obtain a lottery license. SASA shall have full responsibility to ensure that it has satisfied all requirements for any lottery scheme and shall be liable for all taxes, permits, licenses, costs or assessments of every nature and kind whatsoever resulting therefrom.

13. ADDITIONAL CHARGES

- (a) Any charges for extra clean up required after the use by SASA of Strathclair Park, in the sole view of the City, are payable by SASA immediately upon demand by the City.

14. NO SMOKING BY-LAW 2003-7

- (a) SASA shall be solely responsible for compliance with this by-law.

15. SUPERVISION

- (a) SASA shall be responsible for the conduct and supervision of all persons attending or participating in the permitted use at Strathclair Park and shall ensure that all regulations are observed. Vandalism, littering, abusive language, smoking, use of alcohol, or any other illegal activity, shall be deemed as just cause to cancel this Agreement. Activities must be restricted to the permitted area and the permitted use. Supervision is required for minors until the last participant has vacated the facility.

16. LOST, DAMAGED OR STOLEN ITEMS

- (a) The City is not responsible for loss or theft of clothing, equipment, personal belongings or vehicles of SASA or any of SASA's invitees, guests or participants in relation to or in connection with SASA's use of Strathclair Park or any other matters under this Agreement.

17. INSURANCE

- (a) For the entire duration of the Term of this Agreement, SASA shall maintain at its sole expense, general liability insurance to the inclusive limit of not less than Five Million (\$5,000,000.00) Dollars per occurrence, insuring all claims for damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, however and whatsoever incurred, suffered or sustained in relation to in connection with SASA's use of the Field House or Strathclair Park or any other matters under this Agreement, including any losses or damages which have been caused or contributed to by any breach of the *Occupier's Liability Act* on the part of the City, but not including intentional acts of the City.
- (b) For the entire duration of the Term of this Agreement, SASA shall maintain at its sole expense, property insurance for the Field House, insuring the Field House on a full replacement cost basis.

- (c) Each insurance policy shall name the City of Sault Ste. Marie as an "Additional Insured". A Certificate of Insurance to the satisfaction of the City, confirming the above coverages are in effect for the Term shall be provided to the City on or before April 1st of each calendar year.
- (d) SASA acknowledges and agrees that the City may require additional proof of insurance for tournament play.
- (e) The taking out of insurance shall not limit SASA's liability under this Agreement. SASA acknowledges and understands that liability insurance coverage responds only for the use of Strathclair Park and the Field House for the purpose(s) as specified in this Agreement.
- (f) SASA shall provide evidence of alternate insurance coverage for any use of Strathclair Park and the Field House for a non-sanctioned event.

18. LIMITED LIABILITY AND RELEASE

- (a) SASA hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors; and SASA further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to SASA or to anyone for whom SASA may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by SASA or any of SASA's permitted invitees, guests or participants in relation to or in connection with SASA's use of the Field House or Strathclair Field or any other matters under this Agreement except where the action, claim, demand, cost, loss or expense was caused or contributed to by an intentional act or independent negligence of the City.

19. INDEMNITY

- (a) SASA shall indemnify and save the City harmless, including the City's elected officials, officers, employees, agents and contractors from and against any loss, cost (including without restriction legal costs on a substantial indemnity basis) and expense incurred by

the City because of any demand, action or claim brought against the City as a result of any loss of or damage to property, personal injury or death, or any other losses or damages, both direct or indirect including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with SASA's use of Strathclair Park or the Field House or any others matters under this Agreement, including any losses or damages which have been caused or contributed to by any breach of the *Occupier's Liability Act* on the part of the City.

- (b) SASA shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Field House, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by SASA with such Laws, By-Laws, Rules and Regulations.
- (c) SASA shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the Field House.

20. **DEFAULT AND TERMINATION**

- (a) In the event of default the City may, at its option, terminate this Agreement. The following events constitute default:
 - (i) if SASA makes a material misrepresentation to the City in connection with this Agreement;
 - (ii) if SASA becomes bankrupt (voluntarily or involuntarily) or becomes subject to any proceeding seeking liquidation, rearrangement relief or relief of creditors;
 - (iii) if a receiver is appointed over any of SASA's property or undertakings; or
 - (iv) a material breach of this Agreement.
- (b) SASA shall, at its sole expense, promptly remove all rented or privately owned property and personal effects from Strathclair Park at the end of the Term of this Agreement or upon earlier termination

of this Agreement. In the event that SASA fails to promptly removal all rented or privately owned property and personal effects from Strathclair Park as set out herein, SASA acknowledges and agrees that the City may remove same and all charges for such removal shall be payable by SASA immediately upon demand by the City. The termination of this Agreement by expiry or otherwise shall not affect the liability of either party to the other with respect to any obligation under this Agreement which has accrued up to the date of such termination but not been properly satisfied or discharged.

- (c) Paragraphs 2, 4, 5(b)(g)(h)(i)(j), 9(d), 10, 12, 15-18, and 19(b) of this Agreement survive the termination of this Agreement.

21. **NOTICE**

- (a) Any notice required or permitted to be given under this Agreement must be in writing and may be given by delivering, mailing or e-mailing the notice to The Corporation of the City of Sault Ste. Marie, Community Services Department, 99 Foster Drive, Sault Ste. Marie, Ontario, P6A 5N1 and to Sault Amateur Soccer Association, 316 Elizabeth Street, Sault Ste. Marie, Ontario, P6A 6J3.
- (b) In the case of mailing the aforesaid notice, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the 4th business day, excluding Saturdays, next following the date of mailing. If the notice is faxed, the notice shall be deemed to have been received on the 1st day next following the dating of faxing. If the notice is sent by e-mail, the notice shall be deemed to have been received on the same day that the e-mail was sent.

22. **ASSIGNMENT**

- (a) This Agreement shall not be assigned by SASA without the prior written consent of the City.

23. **AMENDMENTS**

- (a) The parties hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both parties.

24. ENTIRE AGREEMENT

- (a) SASA acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement other than as set out in this Agreement and its Schedule, which constitutes the entire agreement between the parties concerning Strathclair Park and which may be modified only as set out in paragraph 23 above.

25. BINDING EFFECT

- (a) The terms and provisions of this contract shall extend to and be binding upon and enure to the benefit of the parties hereto and their successors and, where permitted, assigns.

26. GOVERNING LAW

- (a) The parties hereto acknowledge and agree that this Agreement is made in the Province of Ontario and the Courts of the Province of Ontario shall have jurisdiction in reference to any matters herein.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their hands and seals the 10th day of March, 2017.

SIGNED, SEALED and DELIVERED
In the presence to

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

SAULT AMATEUR SOCCER ASSOCIATION
Per:


PRESIDENT – CLIVE WILKINSON


VICE PRESIDENT – ANTHONY PACE



File No. L-297

2006 05 04

Sault Amateur Soccer Association
316 Elizabeth Street
Sault Ste. Marie ON P6A 6J3

Dear Sirs:

Re: Letter of Understanding re Irrigation System

The purpose of this letter is to set out the rights and obligations between the Sault Amateur Soccer Association ("SASA") and the City of Sault Ste. Marie for the purposes of the installation and maintenance of an irrigation system at Strathclair Park soccer fields.

1. The parties agree that Strathclair Park and the soccer fields located thereon are owned by the City of Sault Ste. Marie.
2. The Strathclair soccer fields are used by SASA pursuant to an annual permit system established and applied by the City of Sault Ste. Marie.
3. SASA has expressed an interest in the development and improvement of the Strathclair soccer fields.
4. The parties agree that the installation of an irrigation system on the Strathclair soccer fields will work towards on-going Strathclair soccer field development and improvement.
5. By resolution dated April 24th, 2005, The Council for the Corporation of the City of Sault Ste. Marie has approved a \$40,000.00 grant to SASA to be put towards the installation of the said irrigation system.
6. SASA is prepared to arrange for and fund, with the assistance of the said \$40,000.00 grant, the installation of an irrigation system for the Strathclair soccer field.
7. SASA has retained STEM Engineering to design and supervise the installation of the irrigation system.
8. The SASA/Contractor is to provide detailed layout with GPS coordinates for the sprinkler system to the City.
9. The installation of the irrigation system is to commence on or about May 8, 2006.
10. SASA agrees to ensure that all steps in the installation of the irrigation system shall be completed with due care and in a timely fashion but at any rate before May 31, 2006.
11. SASA agrees to ensure that the Strathclair soccer fields are left in a proper condition and fit for the design purpose, to wit: soccer play. SASA agrees to be responsible for any damage resulting from the installation of the irrigation system.

12. The City agrees to provide any and all necessary maintenance of the irrigation system once it is duly installed.
13. SASA agrees to provide to the City proof of the contractor's liability insurance in the amount of \$5 million dollars. SASA will provide proof of said insurance to the City of Sault Ste. Marie on or before May 8, 2006.
14. The City agrees to forward the grant of \$40,000.00 upon receipt of proper invoicing for the installation of the irrigation system.
15. Any water charges associated with the irrigation system will be split between the City and SASA on a 50/50 ratio.

By signing below the parties hereto are indicating their acceptance of the foregoing terms and obligations set out herein.

Date: May ____, 2006.

SAULT AMATEUR SOCCER ASSOCIATION

Per:



President -



Secretary -

Date: May 10 2006

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

Per:



Nick Apostle, Commissioner, Community Services



Pat McAuley - Commissioner of Public Works
and Transportation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-61

PROPERTY ACQUISITION: (PR1.90) A by-law to authorize the City's acquisition of property located at civic 564 Fifth Line East (Hunter).

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. **PROPERTY ACQUISITION**

The Corporation shall acquire by purchase the absolute right in fee simple to the lands more particularly described in Schedule "A" hereto at a price not exceeding the consideration provided in said Schedule "A".

2. **EXECUTION OF DOCUMENTS**

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 all documents required to complete the said acquisition.

3. **SCHEDULE "A"**

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

4. **EFFECTIVE DATE**

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

PASSED in open Council this 10th day of April, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

SCHEDULE "A"

PURCHASER: The Corporation of the City of Sault Ste. Marie

VENDOR: Darwin James and Deborah Hunter (or as otherwise directed)

ADDRESS: 564 Fifth Line East

LEGAL DESCRIPTION: PIN 31508-0078 (LT) PT SEC 7 TARENTORUS AS IN
T341141; SAULT STE. MARIE

CONSIDERATION: One Hundred Ninety Thousand (\$190,000.00) Dollars (subject to
usual adjustments)

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-62

AGREEMENT: (C3.17(3)) A by-law to authorize the execution of the Agreement between the City and Nor Mech Engineering Inc. for the Strathclair Lighting 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 dated March 30, 2017 between the City and Nor Mech Engineering Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is for the Strathclair Lighting 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 10th day of April, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

Schedule "A"

CLIENT / ENGINEER AGREEMENT FOR Professional Consulting Engineering Services

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**AGREEMENT
FOR
PROFESSIONAL CONSULTING ENGINEERING SERVICES**

Dated the 30th day of March A. D. 20 17

-BETWEEN-

THE CORPORATION OF The City of Sault Ste. Marie

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

Nor Mech Engineering Inc.

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to (Description of Project)

Design of new Electrical and Lighting Upgrades at Strathclair Park, including preparation of drawings/specifications for competitive Tendering, as well as related Contract Administration, Engineering Supervision, and Field Review of Construction.

Hereinafter called the 'Project' and has requested the Engineer to furnish professional services in connection therewith.

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

DEFINITIONS

- a) Engineer - In this Agreement the word Engineer shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.
- b) Services -
- c) RFP -
- d) Addenda –
- e) Order of Precedence:
 - i. Addendums
 - ii. Request for Proposal issued
 - iii. Proposal submission document including detailed Work Plan and Fee Estimate

ARTICLE 1 - GENERAL CONDITIONS

1.1 **Retainer**

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described in Schedule 'A' (The Services) for the Project under the general direction and control of the Client.

1.2 **Compensation**

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.3.

1.3 **Staff and Methods**

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

1.4 **Drawings and Documents**

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. The Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

1.5 **Intellectual Property**

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

1.6 **Records and Audit**

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.

- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

1.7 **Changes and Alterations and Additional Services**

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4, or as otherwise agreed in writing between the parties

1.8 **Delays**

In the event that the start of the project is delayed for sixty (60) days or more for reasons beyond the control of the consultant, the Engineer shall have the right to renegotiate the agreement before the commencement of the project.

1.9 **Suspension or Termination**

The Client may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Engineer is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

1.10 **Indemnification**

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Engineer is legally liable as a result of the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of consulting services to the Client within this project.

1.11 **Insurance**

The Client will accept the insurance coverage amount specified in this clause section (a) and (b) or as specified in the RFP as the aggregate limit of liability of the Engineer for Clients damages.

a) **Comprehensive General Liability and Automobile Insurance**

The Insurance Coverage shall be \$ 5,000,000 per occurrence and in the aggregate for general liability, and \$ 1,000,000 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) **Professional Liability Insurance**

The Insurance Coverage shall be in the amount of \$ 2,000,000 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) **Additional Coverage**

If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

1.12 **Force Majeure**

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

1.13 **Contracting for Construction**

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.14 Assignment

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

1.15 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.16 Approval by Other Authorities

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

1.17 Sub-Consultants

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.18 Inspection (Review by the Client)

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 Confidential Data

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to

information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentiality, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

1.21 **Dispute Resolution**

1) Negotiation

- a) In the event a matter of difference between the Consultant and the Client in relation to the Contract the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
- b) The Consultant and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.
- c) In the event of failure by the Consultant and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.

2) Mediation

- a) The Consultant and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
- b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator selection to attempt to mediate and resolve the dispute. The Consultant and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- c) If not agreement is reached within twenty (20) business days of the selection of the Mediator or if either party concludes that further mediation is unlikely to result in agreement, then either the Consultant or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.

- d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
- e) All meetings and proceedings shall be held in municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- f) The costs and expenses of the Mediator shall be shared equally by the Consultant and the Client.

3) Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
 - i. The Client and the Consultant shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section. If the parties are unable to agree on a neutral arbitrator, each party shall appoint an arbitrator within ten (10) business days, and the two (2) arbitrators so chosen shall select a third arbitrator acceptable to both of them within a further ten (10) business days.
 - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.
 - iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
 - iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.
 - v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the neutral arbitrator.

- vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act, R.S.O. 1990, c.C-43*.

1.22 **Time**

The Engineer shall perform the Services in accordance with the requirements of Schedule A and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

1.23 **Estimates, Schedules and Staff List**

1.23.1 **Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Services.
- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client.

1.23.2 **Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List**

The Engineer will require prior written approval from the Client for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

1.23.3 **Monthly Reporting of Progress**

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 Additional Conditions

None

ARTICLE 2 – SERVICES TO BE PROVIDED

2.01 Services to be provided by Engineer as detailed in the Engineer's Proposal. (See attached)

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

a) Cost of the Work:

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Percentage of Cost Basis

[NOT APPLICABLE]

3.2.2 Fees Calculated on a Time Basis

[NOT APPLICABLE]

3.2.3 Lump Sum Fee

3.2.3.1 Lump Sum Fee Basis

- a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, exclusive of miscellaneous disbursements and reimbursable expenses.
- b) Monthly progress invoices will be based on the percentage of project completed or milestone achieved. Invoices for fees are due upon presentation. Accounts unpaid after 30 days are subject to monthly interest charges at a rate of 2.5% per month. The Engineer reserves the right, without penalty, to discontinue services in the event of non-payment after a sixty (60) period from the date of the invoice.
- c) If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.
- d) HST will be added to the Lump Sum Price.

3.2.4 Reimbursable Expenses

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5%, for all expenses and disbursements properly incurred by the Consultant in connection with the project.

3.2.5 Upset Cost Limit

[NOT APPLICABLE]

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

[NOT APPLICABLE]

3.3.2 Fees Calculated on a Percentage of Cost Basis

[NOT APPLICABLE]

3.3.3 Terms of Payment

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of 2.5 % per month, after 30 days from date of invoice.

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: NOR MECH ENGINEERING INC.

The signatory shall have the authority to bind the corporation or company for the purposes of this agreement.

This 30TH Day of MARCH, 20 17

Signature	<i>David Barban</i>
Name	DAVID BARBAN, P.Eng.
Title	PRESIDENT; CONSULTING ENGINEER

THE CORPORATION OF _____

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This ___ Day of _____, 20 ___

Signature		Signature	
Name		Name	
Title		Title	

ARTICLE 5 – ATTACHMENTS

See attached 'Agreement for Professional Consulting Engineering Services' and Lump Sum Fee proposal. (Dated March 28, 2017). ~ 2 pages.

NOR MECH ENGINEERING INC.

Mechanical & Electrical Consulting Engineering

1141 Old Garden River Road, Sault Ste. Marie, Ontario, P6A 6J8

Phone: (705) 942-0114

Fax: (705) 942-0181

Email: normech@shaw.ca

AGREEMENT FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES

Date: March 28, 2017

PROJECT INFORMATION:

Our Project No#.: **P1046**

Client Name: The Corporation of the City of Sault Ste. Marie

Project Location: Strathclair Park, SSM, ON.

Project Description: **Electrical and Exterior Lighting Upgrades.**

CLIENT INFORMATION:

Client Name: The Corporation of the City of Sault Ste. Marie
Community Services Department

Attention: Virginia McLeod - Manager of Recreation and Culture

Client Project/PO Number: _____

BILLING ADDRESS:

99 Foster Drive,
Sault Ste. Marie, Ontario
P6A 5X6

email: v.mcleod@cityssm.on.ca

Phone: (705) 759-5311

CONTRACT TERMS:

1. Review the 2014 Tender Construction Documents, and update drawing and specifications as required.
2. Update plans to reflect recent changes along Second Line at Strathclair Park, where the Hub Trail pathways have been added.
3. Review and update as required, the original specified products, model numbers, etc, as they may have changed over the last couple of years, as well as revise ball park lighting to new LED technology.
4. Make any Design changes based upon our above review & updates.
5. Prepare new sealed Tender Construction Documents for competitive public tender.
6. Oversee and administer the Tendering process.
7. Organize and arrange for a Pre-Tender Site Visit with Bidders.
8. Preparation of addendum items (as required).
9. Tender Opening and review of results, c/w recommendation to City.
10. Contract Administrative duties, including preparation of CCDC contracts, certify progress draws, site instructions/changes, etc.
11. Shop Drawing reviews of equipment/materials.
12. Structural Engineering review of new concrete support bases.
13. Site Meetings/Inspections c/w Reports, and fulfill obligations for the City's Commitment to Review process.
14. Commissioning and Demo/Training session with City Staff of new systems.
15. Prepare Letter of Conformance to the city building department.

Breakdown of Professional Consulting Engineering Fees for the above services:

A)	Review, Alter, & Update Drawings/Specs and Prepare new Tender Package:	\$ 5,750.00
B)	Tendering Phase:	\$ 2,775.00
C)	Contract Admin. / Field Review - Eng. Supervision Phase:	<u>\$ 10,975.00</u>
		\$ 19,500.00

(NOTE: - both HST and misc. disbursement costs would be extra).

SIGNATURE OF AUTHORIZED SIGNING AUTHORITY:

I accept the above captioned scope of work, associated proposals and fees, and hereby authorize Nor Mech Engineering Inc. to proceed with the defined scope of work.

Signature: _____ Date: _____

Special Instructions or Conditions:

Please return 'signed' Agreement for Services to Nor Mech Engineering Inc., to the email address noted above. Thank you.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-63

AGREEMENT: (P1) A by-law to authorize the execution of an Amendment to a Grant Funding Agreement between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of the Environment and Climate Change.

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 Amendment No. 3 to the Grant Funding Agreement under the Source Protection Municipal Implementation Fund dated March 17, 2017 between the City and Her Majesty the Queen in Right of Ontario as represented by the Minister of the Environment and Climate Change, a copy of which is attached as Schedule "A" hereto. This Agreement further extends the spending deadline to March 31, 2018 and facilitates the transfer of \$12,500.00 (Twelve Thousand Five Hundred Dollars) grant monies that were originally allocated to Prince Township to Sault Ste. Marie.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 10th day of April, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

**AMENDMENT NO. 3
to a Grant Funding Agreement under the
2013-14 Source Protection Municipal Implementation Fund (SPMIF_1314_111)**

THIS AMENDMENT NO. 3 made in duplicate, as of the 17th day of March 2017,

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of the Environment and Climate Change

(the "**Province**")

- and -

The Corporation of the City of Sault Ste. Marie

(the "**Municipality**")

WHEREAS the parties entered into a grant funding agreement under the Source Protection Municipal Implementation Fund dated as of December 13, 2013 for the Municipality to build municipal capacity to implement source protection plans and support sustainable, local actions to protect drinking water (the "**Agreement**");

AND WHEREAS the parties entered into Amendment No. 1 as of October 13, 2015 to extend the term of the Agreement, add an additional report and include new timelines;

AND WHEREAS the parties entered into Amendment No. 2 as of July 6, 2016 to again extend the term of the Agreement, add another additional report, refresh the timelines, expand the scope of eligible activities, and increase the Budget;

AND WHEREAS pursuant to Section 20.2 of the Agreement, the parties may amend the Agreement in writing;

NOW THEREFORE in consideration of the contractual relationship between the Municipality and the Province referred to above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the Municipality and the Province hereby acknowledge, agree and undertake as follows:

1. Unless otherwise specified in this Amendment No. 3, capitalized words and phrases have their prescribed meaning as set out in the Agreement.

2. The Agreement is amended as follows:

2.1 The definition of "Maximum Funds" in Section 1.1 is deleted and replaced with the following:

"Maximum Funds" means a total amount of up to \$102,500 which consists of \$87,500 together with up to \$15,000 collaboration incentive funding (if applicable) as determined by the Province pursuant to section 3.1(a).

2.2 Section 2.1 as amended by Amendment No.2 is again deleted in its entirety and replaced with the following:

2.1 The term of the Agreement shall commence on the Effective Date and shall expire on **March 31, 2018** unless terminated earlier pursuant to Article 9. The Municipality shall, upon expiry or termination of the Agreement, return to the Province any Funds remaining in its possession or under its control.

2.3 The chart in Schedule "C" (Payment) is deleted in its entirety and replaced with the following:

MILESTONE	AMOUNT
Following Province execution of Agreement	\$30,138
Following Province approval of progress report 1 as indicated in Schedule D (if applicable)	\$29,905
Following Province approval of collaboration statement as indicated in Schedule D (if applicable)	Up to \$15,000 as determined by the Province (see Schedule "A," section A.3)
Following Province execution of Amendment No. 3	\$12,500
Following Province approval of final report as indicated in Schedule D	\$14,957

- 2.4 The chart in Schedule "D" (Reports) as amended by Amendment No. 1 and Amendment No. 1 is again deleted in its entirety and replaced with the following:

Name of Report	Due Date
Collaboration Statement (if applicable)	December 12, 2014
Progress Report 1	December 12, 2014
Progress Report 2	December 11, 2015
Progress Report 3	August 26, 2016
Progress Report 4	August 25, 2017
Final Report	December 8, 2017
Other Reports as specified from time to time	On a date or dates specified by the Province.

- 2.5 The first paragraph under the heading Section B.1, Eligible Activities, in Schedule B as amended by Amendment No. 1 and Amendment No. 2 is hereby deleted and replaced with the following:

The Municipality may only spend the Funds on the following eligible activities that are undertaken by the Municipality, or that are undertaken on the Municipality's behalf, between December 13, 2013 and December 4, 2017 that are directly related to the following:

3. This Amendment No. 3 shall be in force from December 13, 2013 and shall have the same expiry or termination date as the Agreement.
4. All other terms and conditions of the Agreement and Amendment No. 1 and Amendment No. 2 shall remain in full force and effect unchanged and unmodified.
5. This Amendment No. 3 shall enure to the benefit of and be binding upon the Municipality and the Province and each of their administrators, permitted successors and permitted assigns, respectively.

6. This Amendment No. 3 may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. To evidence its execution of an original counterpart, a party may send a copy of its original signature on the execution page hereof to the other party by facsimile or other means of recorded electronic transmission (including in PDF) and such transmission with an acknowledgement of receipt shall constitute delivery of an executed copy of this Amendment.

IN WITNESS WHEREOF the parties have executed this Amendment No. 3 as of the date first written above.

HER MAJESTY THE QUEEN in Right of Ontario
as represented by the Minister of the Environment and Climate Change

Name: Heather Malcolmson
Title: Director
Source Protection Programs Branch

Pursuant to delegated authority.

The Corporation of the City of Sault Ste. Marie

Name: Christian Provenzano
Title: Mayor

Name: Malcolm White
Title: Clerk

We have authority to bind the Municipality.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-64

AGREEMENT: (C3.42) A by-law to authorize the execution of the Agreement between the City and Superior Sports Training Incorporated to lease space within the John Rhodes Community Centre for a Training/Fitness Centre.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement dated April 10, 2017 between the City and Superior Sports Training Incorporated, a copy of which is attached as Schedule "A" hereto. This Agreement is to lease space within the John Rhodes Community Centre for a Training/Fitness Centre.

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 10th day of April, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

Schedule "A"

LEASE AGREEMENT

THIS AGREEMENT made in triplicate this day of April, 2017.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "Landlord")

OF THE FIRST PART;

-and-

SUPERIOR SPORTS TRAINING INCORPORATED

(the "Tenant")

OF THE SECOND PART;

Re: John Rhodes Community Centre, 260-280 Elizabeth Street

OFFICE LEASE

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THIS LEASE made in triplicate as of the day of April, 2017

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "Landlord")

OF THE FIRST PART;

-and-

SUPERIOR SPORTS TRAINING INCORPORATED

(the "Tenant")

OF THE SECOND PART;

WHEREAS the Landlord is the owner of the land and premises at 260-280 Elizabeth Street in Sault Ste. Marie, Ontario, which is the John Rhodes Community Centre (the "John Rhodes Centre").

AND WHEREAS the Tenant desires to utilize space in the John Rhodes Centre to fulfill its mandate and the Landlord is prepared to grant permission for same;

NOW THEREFORE IN CONSIDERATION of the rents and the terms and conditions contained herein the parties agree as follows:

1. LEASED PREMISES

In consideration of the rents reserved and the covenants and agreements herein, the Landlord leases to the Tenant the Premises at 260-280 Elizabeth Street in Sault Ste. Marie, Ontario and consisting of one multi-purpose room measuring 807 square feet (the "Premises") as marked and identified on Schedule "A". The Tenant acknowledges and agrees that the room numbers in Schedule "A" are not consequential to this Lease.

2. TERM OF LEASE

The Term of this Lease shall commence on May 1, 2017 and shall be for a period of one (1) year, terminating April 30, 2018 with the option to extend as contained herein.

The Parties hereto agree that the Landlord may, at its sole discretion, permit occupancy of the Premises by the Tenant prior to May 1, 2017 but not before April 11, 2017. If the Landlord permits early occupancy of the Premises in accordance with this section the Tenant agrees to be subject to the terms and conditions contained herein as though the days of occupancy prior to May 1, 2017 formed part of the Term.

3. RENT

3.1 When Payable The Tenant agrees to pay to the Landlord Rent during the Term of this Lease the amounts as designated below, in equal monthly installments, by the 1st day of each and every month with the exception of April, 2017, if applicable, in which month the Rent shall not be due until April 25, 2017.

3.2 Rent Annual Rent shall be calculated at a rate of \$7.67 per square foot plus HST, as follows:

$$807 \text{ square feet} \times \$7.67 = \$6,189.69 + \text{HST}$$

Rent shall be payable in equal monthly installments in the amount of **\$515.81** plus HST on or before the first day of each month in the term.

Rent shall be pro-rated for the month of April, 2017 if early occupancy is permitted in accordance with Section 2 of this Lease.

3.3 Security Deposit Due The Tenant agrees to pay the Landlord, in addition to Rent, a security deposit one time in the amount of **\$2,500.00** in the form of a certified cheque payable to the Corporation of the City of Sault Ste. Marie on or before April 20, 2017 (the "Deposit").

The Landlord represents and warrants that the full amount of the Deposit shall be returned to the Tenant upon expiration of the Lease provided that the Premises and the John Rhodes Centre were not damaged by the Tenant and the Premises and the John Rhodes Centre were left condition satisfactory to the Landlord at its sole discretion.

4. TENANT'S COVENANTS

The Tenant covenants with the Landlord:

4.1 Permitted Use To use the Premises to fulfill the Tenant's mandate only; specifically, to use the Premises as athletic training space for Superior Sports Training Incorporated and all other uses ancillary thereto.

4.2 Property Taxes To pay any property taxes that may arise as a result of the Tenant's occupancy and use of the Premises, which can be billed monthly to the Tenant by the Landlord.

4.3 Rules and Regulations To abide by the following rules and regulations:

1. No one shall use the Premises for sleeping apartments or residential purposes, or for the storage of personal effects or articles not required to carry out the Permitted Use.
2. The Landlord, its employees, agents and servants shall uphold and respect the Tenant's privacy and professional confidentiality requirements to the satisfaction of the Tenant.
3. The sidewalks, entries, passages, hallways, elevators and staircases shall not be obstructed or used by the Tenant, its agents, servants, contractors, invitees or employees for any purpose other than an ingress to and egress from the Premises. The Landlord reserves entire control of

all parts of the John Rhodes Centre used for the common benefit of all tenants and of the sidewalks, entries, corridors and passages not within the Premises.

4. The Tenant shall not permit any cooking in the Premises without the prior consent of the Landlord.
5. The Tenant shall only use the Premises during the operating hours of the John Rhodes Centre and at no other time.
6. Canvassing, soliciting and peddling in the John Rhodes Centre are prohibited.
7. No animals other than service animals shall be brought into the Building.

4.4 Repair

To permit the Landlord to enter and view the state of repair at reasonable times and upon reasonable notice to the Tenant; to repair according to notice in writing and to leave the Premises in good repair subject to ordinary wear and tear.

4.5 Repairs Where Tenant at Fault

If the Premises or any part of the John Rhodes Centre, internal or external, needs repairing or become damaged through negligence, carelessness or misuse by the Tenant, its servants, agents, employees or anyone permitted by it to be on the Premises, the expense of the necessary repairs, replacements or alterations shall be borne by the Tenant and paid forthwith on demand.

4.6 Notice of Defect

To give the Landlord notice, as soon as reasonably possible, of any accident to or defect in the mechanical and electrical services, or any other system or part of the Premises which the Landlord is obligated to repair.

4.7 Assign or Sublet

To not assign or sublet the Premises.

4.8 Not to Affect Insurance

To not do or omit or permit to be done or omitted upon the Premises anything which causes the rate of insurance for the John Rhodes Centre to be increased and if the rate of insurance for the John Rhodes Centre is to be increased by reason of anything done or omitted or permitted to be done or omitted by the Tenant or anyone permitted by the Tenant to be upon the Premises, the Tenant shall pay to the Landlord the amount of such increase.

4.9 Tenant's Compliance with Laws

To comply with all provisions of law including federal and provincial legislative enactments, building by-laws, and all other governmental or municipal regulations which relate to the partitioning, equipment, operation and use of the Premises, and to comply with all police, fire and sanitary regulations imposed by any federal, provincial or municipal authority or made by fire insurance underwriters, and to obey all governmental and municipal regulations and other requirements governing the conduct of any business conducted in the Premises.

4.10 Services and Facilities

- a) **Waste** - To not do or permit any waste or damage, disfiguration or injury to the Premises or the fixtures and equipment thereof or permit any overloading of the floors thereof, and to not place therein any safe, heavy business machine or other heavy thing, without first obtaining the consent in writing of the Landlord.
- b) **Keep Tidy** - To maintain the Premises in a reasonably tidy state at the Tenant's sole cost, liability and expense.
- c) **Exterior Cosmetics** - To not undertake cosmetic changes to the exterior of the John Rhodes Centre.
- d) **Glass** - To pay the cost of replacement with as good quality and size of any glass broken on the Premises during this Lease, unless the

breakage is not the result of any act of the Tenant, its employees, servants, agents, contractors, licensees or invitees.

- e) **Interior Cosmetics** – To not undertake any interior cosmetic work on the Premises including without limitation painting, affixing items to the wall, ceiling or floor, without prior consent of the Landlord.

**4.11 Telephone,
Cable and Internet
Systems**

To cover the cost of all telephone, cable and internet usage, set-up, and installation fees.

4.12 Nuisance

To not use or permit the use of the Premises for any dangerous, noxious or offensive trade or business or cause or permit any nuisance in, at or on the Premises. The Landlord acknowledges and agrees that the permitted use does not contravene this section.

**4.13 Tenant's
Indemnity**

To indemnify the Landlord against any claims, including all claims for personal injury or property damage, arising out of the negligence associated with the conduct of work by or through any act or omission of the Tenant or any assignee, agent, contractor, servant, employee, invitee or licensee of the Tenant, and against all costs, counsel fees, expenses and liabilities incurred from any claim or any action or proceeding brought thereon, on the Premises.

4.14 Insurance

To carry Commercial General Liability insurance in an amount not less than \$5,000,000 (five million).

Each policy shall name the Landlord as an additional insured and the Tenant shall provide Certificates of Insurance for same.

The cost or premium for each and every such policy will be paid by the Tenant. The Tenant will obtain from the insurers under such policies undertakings to notify the Landlord in writing at least 30 days prior to any cancellation thereof. The Tenant will provide the Landlord with written evidence satisfactory to the Landlord of the existence of the insurance policies described in this clause.

**4.15 Entry by
Landlord**

To permit the Landlord or its servants or agents to enter the Premises at all reasonable and upon reasonable notice to the Tenant, except:

- a) in the event of an emergency from time to time for the purpose of inspecting and of making repairs, alterations or improvements to the Premises or to the Building, and the Tenant is not entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby; or
- b) as required by emergency personnel at their sole discretion, and the Tenant is not entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby.

The Landlord, its servants or agents may at any time after written notice to Tenant enter upon the Premises to remove any article or remedy any condition which in the opinion of the Landlord would be likely to lead to cancellation of any policy of insurance on the Building or any part thereof.

The Landlord, its employees, agents and servants shall, when entering the Premises for any reason, uphold and respect the Tenant's privacy and professional confidentiality requirements to the satisfaction of the Tenant.

- 4.16 Showing Premises** To permit the Landlord or its agents to show the Premises to prospective Tenants during normal business hours of the last six (6) months of the Term upon giving 24 hours' notice.
- 4.17 Alterations** To not make or erect in the Premises any installations, alterations, additions or partitions without the express consent of the Landlord.
- 4.18 Warranty** The Tenant represents and warrants that it will not cause or permit the storage of any hazardous materials upon the Premises.

5 LANDLORD'S COVENANTS

The Landlord covenants with the Tenant as follows:

- 5.1 Quiet Enjoyment** That provided the Tenant pays the rent hereby reserved when due and performs the Tenant's responsibilities herein, it shall peaceably hold the Premises during the Term of this lease without interruption by the Landlord or any person rightfully claiming through or in trust for it.

- 5.2 Services and Facilities** To provide and operate the following services and facilities for the Premises as expressed below, at the Landlord's expense, and maintain at the Landlord's expense, such services and facilities in good repair (and, if necessary, replace same) during the Term:

- a) **Structure and glass** – To keep in good repair and condition the foundations, outer walls, roof, spouts and gutters of the building, and the plumbing sewage and electrical systems therein except to the extent that they are located on the Premises or occupied by other lessees of the building, and to promptly replace plate glass and other glazing materials for the Building in case of breakage unless the breakage is the result of any act of the Tenant, its employees, servants, agents, contractors, licensees or invitees.
- b) **Utility Systems** - To cover the cost of usage of utility systems including water and electricity.
- c) **Heating and Air-Conditioning** - To provide heating equipment of the Premises to an extent sufficient to maintain a reasonable temperature therein at all times during normal business hours, except during the making of repairs; but should the Landlord make default in doing so, for reasons beyond the Landlord's control it is not liable for indirect or consequential damages or damages for personal discomfort or illness; unless such default is due to the negligence of Landlord.

To provide air-conditioning for the Premises during normal business hours, for which purpose the Landlord has installed in the building a system for ventilating and air-conditioning in summer and ventilating and heating in winter, which is designed for normal occupancy of the Premises.

The Landlord reserves the right, should heating or air-conditioning equipment develop faults or in the opinion of the Landlord require repairs, alterations or improvements to terminate the supply of heating or

air-conditioning to the Premises until any necessary repairs, alterations or improvements have been completed. The Landlord undertakes no responsibility or liability for failure to supply the heating or air-conditioning service when stopped or when prevented from doing so by strikes or by any cause beyond the Landlord's reasonable control, or by orders or regulations of any authority or failure of electric current, steam, or water or other suitable power supply or inability upon the exercise of reasonable diligence to obtain such electric current, steam, or water or other suitable power supply for the operation of the equipment.

- d) **Elevator** – To furnish, except when repairs are being made, passenger elevator service to the Premises; and to permit the Tenant, its employees, and all persons having business with the Tenant to have the free and exclusive use of the elevators service, but the Tenant and all other persons using the service do so at their sole risk and under no circumstances is the Landlord responsible for damage or injury happening to any person while using the elevator or occasioned to any person by any elevator or any of its appurtenances.
- e) **Washrooms** – To provide fully equipped washroom facilities in accordance with the requirements established by the *Occupational Health and Safety Act*, RSO 1990 c 0.1 as amended, and the regulations made thereunder, or any successor Act, a barrier-free washroom in accordance with the requirements established by the Ontario Building Code, and the provision of all washroom equipment and supplies reasonably necessary, in the opinion of the Tenant, for the use and operation of such washroom facilities.
- f) **Exterior, Common Areas** - To maintain the exterior of the Building, the parking areas and walkways in good repair.
- g) **Life Safety** – To provide a copy of an emergency evacuation program to the Tenant.

5.3 Access

To permit the Tenant and all persons lawfully requiring communication or dealings with it to have the use during the Tenant's normal business hours in common with others of the main entrance and the stairways, corridors and elevators leading to the Premises.

5.4 Telephone, Cable and Internet Systems

To permit the Tenant to effect the installation of telephone, cable and internet systems in the Premises at the sole expense of the Tenant.

5.5 Landlord Improvements

To not, at any time during the Term, commence construction or alterations to the John Rhodes Centre which will have the effect of altering any part of the structure, interfering with the operations of the Tenant, interfering with entry or exit from the Premises, or causing noise or other nuisances which might interfere with the Tenant's operations.

In the event that the Landlord intends to commence any construction or alternations to the John Rhodes Centre during the Term, such construction shall be subject to the following terms and conditions:

- a) The Landlord shall deliver reasonable notice to the Tenant, including complete and detailed plans and specifications of the planned construction prior to the commencement of construction;

5.6 Landlord's Compliance with Laws

To comply with all codes and regulations and any federal, provincial or municipal laws, regulations, by-laws and codes or any relevant Authority which relate to the Premises or to the use or occupation of the Premises or to the making of any repairs, replacements, additions, changes, substitutions or improvements to the Premises.

5.7 Insurance

The Landlord shall maintain insurance in respect of the John Rhodes Centre against loss, damage or destruction caused by fire and extended perils for the full replacement cost basis of the building.

5.8 Consent and Approval

That the Landlord and each person acting for on or behalf of the Landlord making a determination, designation, calculation, estimate, conversion or allocation or in giving an approval or consent under this Lease, will act reasonably, promptly and in good faith and each accountant, architect, engineer or surveyor, or other professional person employed or retained by the Landlord will act in accordance with the applicable principles and standards of that person's profession.

5.9 Environmental Contaminants

To remove any Environmental Contaminant located on or in the John Rhodes Centre after April 1, 2017 and whether or not resulting from any act, omission or negligence of the Landlord or those for whom it is in law responsible, which is contained in accordance with all applicable requirements of any relevant Authority.

5.10 Warranty

The Landlord represents and warrants that there has not been and is not now and covenants to ensure that there will not be, at any time during the Term any Environmental Contaminant located, stored, manufactured, refined, disposed of, produced or incorporated in or on any part of the Premises.

6 PROVISOS

Provided always and it is agreed:

6.1 Alterations and additions

- a) All installations, alterations, additions, partitions and fixtures, whether placed there by the Tenant or the Landlord are, immediately upon placement, the Landlord's property without compensation therefore to the Tenant and, except as hereinafter mentioned in this proviso, shall not be removed from the Premises by the Tenant at any time either during or after the Term.
- b) The Landlord is under no obligation to repair or maintain the Tenant's installations, alterations, additions, partitions and fixtures or anything in the nature of a leasehold improvement made or installed by the Tenant.
- c) The Tenant may remove any fixtures they install, but must repair any holes or other damage in the walls, ceiling or floor to original condition at the Tenant's sole expense. The Tenant shall have the continuous right during the Term or any extension thereof to move in or out of the Premises any of its furniture, personal effects, chattels and any business equipment.

6.2 Damage to John

If, at any time during the Term, the John Rhodes Centre shall be damaged or

Rhodes Centre

destroyed, either in whole or in part, by fire or other peril insured against by the Landlord, then, and in every such event:

- a) If the damage or destruction to the John Rhodes Centre is such that, in the opinion of the Tenant's architect to be given to the Landlord within twenty (20) days of the date of occurrence of such damage (the "Date of Damage"), the Premises are rendered partially unfit for occupancy or impossible or unsafe for use of occupancy, then the Rent shall abate as of the Date of Damage in proportion to the part of the Premises which is rendered unfit, and Rent will not be payable again until such time as the Premises have been fully restored by the Landlord to their condition as of May 1, 2017.
- b) If the damage or destruction to the John Rhodes Centre is such that, in the opinion of the Tenant's architect to be given to the Landlord within twenty (20) days of the Date of Damage, the Premises are rendered wholly unfit for occupancy or impossible or unsafe for use or occupancy, or that reasonable or convenient access is prevented thereto, and if the damage, in the opinion of the Tenant's architect to be given to the Landlord within twenty (20) days of the Date of Damage cannot be repaired with reasonable diligence within 120 days of the Date of Damage, then either the Landlord or the Tenant may terminate this Lease within twenty (20) days following the date of the architect's opinion by written notice to the other party, in which event this Lease will be at an end as of the Date of Damage and the Rent shall be apportioned and paid in full to same.
- c) In the event that this Lease is terminated in accordance with the previous section, then the Landlord shall repair the Premises with all reasonable speed and the Rent hereby reserved shall abate from the Date of Damage until the date that the either the Premises are responded to their condition as of the Commencement Date or reasonable and convenient access is restored hereto.
- d) If the damage or destruction to the John Rhodes Centre is such that, in the opinion of the Tenant's architect to be given to the Landlord within twenty (20) days of the Date of Damage, the Premises are rendered wholly unfit for occupancy or impossible or unsafe for use or occupancy, or that reasonable or convenient access is prevented thereto, and if the damage, in the opinion of the Tenant's architect to be given to the Landlord within twenty (20) days of the Date of Damage can be repaired with reasonable diligence within 120 days of the Date of Damage, then the Rent shall abate from the Date of Damage until the date the Premises are restored to their condition as of May 1, 2017 or reasonable and convenient access is restored hereto.
- e) The decision of the Tenant's architect as to the time within with damage cannot be repaired, the extent of the damage, or the state of tenantability of the Premises, shall be final and binding upon the Parties.
- f) If the Landlord does not commence to repair or restore the Premises within fifteen (15) days of the date of the Tenant's architect's opinion, the Tenant may terminate this Lease upon fifteen (15) days' prior notice to the Landlord, in which event this Lease will be at an end as of the Date of Damage and the Rent shall be apportioned and paid in full to same.

If, at any time during the Term, the Tenant damages the John Rhodes Centre, the Landlord shall undertake to make the necessary repairs which shall be paid for by the Tenant.

**6.3 Damage to
Tenant's Property**

The Landlord is not liable or responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to any other person while the property is on the Premises or in the John Rhodes Centre whether the property has been entrusted to employees of the Landlord or not.

**6.4 Impossibility of
Performance**

Whenever and to the extent that the Landlord is unable to fulfill, or is delayed or restricted in fulfilling any obligation hereunder, the Landlord is entitled to extend the time for fulfillment and the Tenant is not entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

**6.5 Default of
Tenant**

If the Rent or any part thereof is not paid within ten (10) days of the due date, or if the Tenant shall make default in the observance or performance of any of the Tenant's covenants or agreements contained in this Lease and such arrears or default continue for a period of ten (10) days, then the Landlord may give the Tenant notice requiring the Tenant to pay the arrears or remedy the default within thirty (30) days of receipt of notice or such longer period as is reasonably required under the circumstances. If the Tenant fails to pay the arrears or commence to remedy the default within such period, the Landlord may, in addition to any other remedies the Landlord may have either in this Lease or at law, re-enter the Premises and the Term here by granted shall be terminated.

**6.6 Default of
Landlord**

If the Landlord defaults in the observance or performance of any of its covenants or agreements contained in this Lease, the Tenant will give the Landlord a reasonable opportunity to remedy the default.

6.7 Non-waiver

No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times of any covenant, proviso or condition herein operates as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord herein in respect of any continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord except an express waiver in writing. All rights and remedies of the Landlord contained in this lease are cumulative and not alternative.

**6.8 Termination of
Agreement**

The Tenant or Landlord may terminate this Lease upon providing at least two (2) months' written notice to the other Party.

**6.9 Option to
Extend Lease**

Provided the Tenant is not in material default in the performance of any obligations contained in the Lease, the Tenant shall have the option of the extending the Term for one (1) additional period of one (1) year, commencing upon the day immediately following the date of expiration of the Lease (the "Extended Term").

Such option shall be exercised by notice in writing given to the Landlord no later than two (2) months prior to the expiration of the Term. The Extended Term, unless the parties otherwise agree in writing, shall be on the same terms as in the Lease, except as to any further right of extension.

6.10 Notice

Any notice required by any provision of this lease shall be given in writing by registered mail or facsimile addressed to:

In the case of notice to the Landlord:

Corporation of the City Of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X9
Fax: 705-759-6605
Attention: Tom Vair, Deputy CAO - Community Development
and Enterprise Services

In the case of the Tenant:

Superior Sports Training Incorporated
A-150 McFadden Avenue
Sault Ste. Marie, Ontario
P6C 4T2
Fax: 705-759-4816
Tel: 705-257-7690
Attention: John Parco

**6.11 Lease Entire
Relationship**

The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this lease except as expressly set out in this lease and that this lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality executed by the Landlord and the Tenant.

**6.12 Right of Re-
entry**

On the Landlord's becoming entitled to re-enter upon the Premises under any of the provisions of this lease, upon due process of the law, the Landlord may enter the Premises either by force or otherwise, without being liable therefore.

**6.13 Dispute
Resolution**

If a dispute arises out of, or in connection to, this Lease Agreement, the Parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.

7 INTERPRETATION

7.1 Definitions

In this lease:

- (a) "normal business hours" means the hours of operation of the John Rhodes Centre as may be determined by the Landlord.
- (b) "Environmental Containment" includes any hazardous or toxic substances or materials, including without limitation, products of waste, contaminants, pollutants, dangerous substances, noxious substances, toxic substances, hazardous wastes, flammable, explosive or improperly handler friable materials including asbestos, PCBs and substances or any other materials declared or defined to be hazardous, toxic, contaminant or pollutant in or pursuant to any law or any Authority.

7.2 Severance

In the event that any provision of this Lease is deemed to be invalid or unenforceable, it is understood between the Parties that such provision shall, whenever possible, be interpreted, construed, limited or it necessary severed to the extent necessary to eliminate such invalidity or unenforceability. All the

remaining provisions of the Lease shall remain valid and continue to bind the parties.

If required, the parties agree to negotiate in good faith a valid enforceable substitute provision which most nearly reflects the parties' original intent in entering into the Lease or to provide an equitable adjustment in the event so much provision can be added.

7.3 Headings and Captions

The headings in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this Lease nor any of the provisions hereof.

7.4 Effect of Lease

This Lease and everything herein contained shall operate to the benefit of any and by binding upon the respective successors, assigns and other legal representatives, as the case may be, of each of the parties hereto subject to the granting of consent by the Landlord as provided herein to any assignment or sublease, and every reference herein to any party hereto shall include the successors, assigns and other legal representatives of such party.

7.5 Governing Law

This Lease shall be governed by and construed in accordance with the laws of Ontario.

7.6 Time of the Essence

Time shall be of the essence hereof.

7.7 Freedom of Information

The Tenant acknowledges, agrees and consents to the release by the Landlord of this Lease and any information contained herein.

IN WITNESS WHEREOF the parties hereto have executed this Lease.

SIGNED, SEALED & DELIVERED

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

Per: _____
MAYOR – CHRISTIAN PROVENZANO

Per: _____
CITY CLERK – MALCOLM WHITE

Authorized Signing Officer

**SUPERIOR SPORTS TRAINING
INCORPORATED**

Per: _____

Name:
Title: Owner

I have the authority to bind the corporation.