



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

Monday, July 17, 2017

4:30 pm

Council Chambers

Civic Centre

	Pages
1. ADOPTION OF MINUTES	15 - 31
Mover Councillor S. Butland Seconder Councillor J. Krmpotich	
Resolved that the Minutes of the Regular Council Meeting of 2017 06 26 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 P. Christian Seconder Councillor J. Krmpotich	
Resolved that the Agenda for 2017 07 17 City Council Meeting as presented be approved.	
5. PROCLAMATIONS/DELEGATIONS	
5.1 2017 User Fee Study	
Andrew Mirabella, Hemson Consulting Ltd. – Agenda item 7.1.1	
5.2 Council Composition / Ward Boundaries	
Malcolm White, Deputy CAO / City Clerk – Agenda item 7.1.2	

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

Mover Councillor S. Butland
Seconder Councillor J. Krmpotich

Resolved that all the items listed under date 2017 07 17 – Agenda item 6 – Consent Agenda be approved as recommended.

6.1 Outstanding Council Resolutions 32 - 38

6.2 Street Closure Request 39 - 42

Letter of request for a temporary street closing is attached for the consideration of Council.

Reggie's West Fundraiser for ARCH

- Korah Road from Old Wallace Terrace to Douglas Street – Saturday, August 19, 2017 – 11 a.m. to 11:59 p.m.

The relevant By-law 2017-155 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.3 Retention of Restructuring Lawyer Fee Update 43 - 44

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

Mover Councillor S. Butland
Seconder Councillor O. Grandinetti

Resolved that the report of the Chief Administrative Officer dated 2017 07 17 concerning approval of an additional \$50,000 to the upset limit for the services of a restructuring lawyer to represent the City's interest in the CCAA protection proceedings of Essar Steel Algoma Inc. be approved and that the services be funded from the Contingency Reserve.

6.4 Registration of Tax Arrears Certificate(s) and Sale 45 - 48

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

Mover Councillor P. Christian
Seconder Councillor J. Krmpotich

Resolved that the report of the Manager of Accounting and City Tax Collector dated 2017 07 17 concerning Registration of Tax Arrears Certificate(s) and Sale be received and that Council authorize the City Tax Collector to commence Tax Sale Proceedings in accordance with the *Municipal Act, 2001*.

- 6.5 Property Tax Appeals 49 - 51**
- A report of the Manager of Accounting and City Tax Collector is attached for the consideration of Council.
- Mover Councillor P. Christian
Seconder Councillor O. Grandinetti
- Resolved that the report of the Manager of Accounting and City Tax Collector dated 2017 07 17 concerning Property Tax Appeals be received and that the tax records be amended pursuant to section 357 of the *Municipal Act*.
- 6.6 Ontario Municipal Commuter Cycling Program Funding 52 - 54**
- A report of the Planner is attached for the consideration of Council.
- Mover Councillor S. Butland
Seconder Councillor J. Krmpotich
- Resolved that the report of the Planner dated 2017 07 17 concerning Ontario Municipal Commuter Cycling Program Funding be received and that Council authorize staff to submit an application to the Ontario Municipal Commuter Cycling Program with the City's share of \$62,500 to be taken from the 5% Subdivider Reserve Fund.
- 6.7 Sault Ste. Marie Slo-Pitch League Agreement – Player Shelters 55 - 56**
- A report of the Manager of Recreation and Culture is attached for the consideration of Council.
- The relevant By-law 2017-151 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.8 Designated Heritage Property Grant – 36 Herrick St. 57 - 60**
- A report of the Manager of Recreation and Culture is attached for the consideration of Council.
- Mover Councillor P. Christian
Seconder Councillor O. Grandinetti
- Resolved that the report of the Manager of Recreation and Culture dated 2017 07 17 concerning a designated heritage property grant application received from Jared MacKinnon and Marisha Caswell (owners of 36 Herrick Street) be received and that the recommendation of the Sault Ste. Marie Municipal Heritage Committee that a grant in the amount of \$3,000 be provided towards repairs of the foundation and brickwork as well as replacement of five windows be approved; further that payment be rendered upon submission of the paid contractor's invoices and final approval of the project by the Sault Ste. Marie Municipal Heritage Committee; and that the funds come from the Designated Heritage Property Grant budget.

- 6.9 Official Plan Review – Population Projections 61 - 63**
- A report of the Director of Planning and Enterprise Services is attached for the consideration of Council.
- The relevant By-law 2017-145 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.10 Downtown Traffic Study 64 - 65**
- A report of the Design and Construction Engineer is attached for the consideration of Council.
- Mover Councillor P. Christian
Seconder Councillor J. Krmpotich
- Resolved that the report of the Design and Construction Engineer dated 2017 07 17 concerning the Downtown Traffic Study consultant selection be received and that Council authorize entering into an agreement for engineering services with IBI Group Professional Services (Canada) Inc.
- A by-law authorizing execution of the agreement will appear on a subsequent Agenda.
- 6.11 Drake Street Pump Station Upgrades 66 - 67**
- A report of the Land Development and Environmental Engineer is attached for the consideration of Council.
- The relevant By-law 2017-153 is listed under item 11 of the Agenda and will be read with all by-laws under that item.
- 6.12 2018 Capital – Engineering Procurement 68 - 69**
- A report of the Director of Engineering is attached for the consideration of Council.
- Mover Councillor S. Butland
Seconder Councillor O. Grandinetti
- Resolved that the report of the Director of Engineering dated 2017 07 17 concerning 2018 capital road projects be received and that engineering design services be procured for Bruce Street between Queen and Wellington Streets, and Black Road between Second and Third Lines.
- 6.13 Firefighter Recruitment Process 70 - 73**
- A report of the Deputy Fire Chief is attached for the consideration of Council.
- Mover Councillor S. Butland
Seconder Councillor J. Krmpotich
- Resolved that the report of the Deputy Fire Chief dated 2017 07 17

concerning the Firefighter Recruitment Process be received as information.

6.14 **Licence of Occupation – Poker Run Event** **74 - 75**

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

The relevant By-law 2017-150 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.15	Great Little Ones Film Inc. – Licence to Occupy City Property	76 - 77
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A report of the Solicitor/Prosecutor is attached for the consideration of Council.

The relevant By-law 2017-154 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.16 Amended Lease – 363 Wellington Street West 78 - 79

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

The relevant By-law 2017-152 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.17	BK Marketing Services Assignment Agreement	80 - 81
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A report of the Assistant City Solicitor is attached for the consideration of Council.

The relevant By-law 2017-142 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.18	Licence Extension on Provincial Lands	82 - 87
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A report of the Assistant City Solicitor is attached for the consideration of Council.

Mover Councillor S. Butland
 Seconded Councillor O. Grandinetti

Resolved that the report of the Assistant City Solicitor/Senior Litigation Counsel dated 2017 07 17 concerning extension of a Licence Agreement between the City and the Ministry of Transportation regarding use of property at Black Road be received as information.

6.19	Reggie's West Ride for ARCH on August 19, 2017	88 - 90
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A report of the Solicitor/Prosecutor is attached for the consideration of Council.

The relevant By-laws 2017-148 and 2017-149 are listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.20 Amendment to By-law 2012-213 Information Report 91 - 94

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

Mover Councillor P. Christian
 Seconder Councillor J. Krmpotich

Resolved that the report of the Solicitor/Prosecutor dated 2017 07 17 concerning Amendment to By-law 2012-213 be received and that no action at this time be taken with regard to the proposed amendment.

6.21	Municipal Law Enforcement Officers	95 - 99
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A report of the Manager of Transit and Parking is attached for the consideration of Council.

The relevant By-law 2017-143 is listed under item 11 of the Agenda and will be read with all by-laws under that item.

6.22	Facility Crossing Agreement for Imperial Oil	100 - 101
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A report of the Director, Public Works and Transportation is attached for the consideration of Council.

The relevant By-law 2017-131 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	2017 User Fee Study	102 - 124
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A report of the Chief Financial Officer and Treasurer is attached for the consideration of Council.

Mover Councillor P. Christian
 Seconder Councillor J. Krmpotich

Resolved that the report of the Chief Financial Officer and Treasurer dated 2017 07 17 concerning the 2017 User Fee Study be received as information.

7.1.2	Council Composition / Ward Boundaries	125 - 129
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A report of the Deputy CAO / City Clerk is attached for the consideration of Council.

Mover Councillor S. Butland
 Seconder Councillor J. Krmpotich

Resolved that the report of the Deputy CAO / City Clerk, Corporate Services

dated 2017 07 17 concerning Council Composition and Ward Boundaries be received and that two public open houses be held to obtain input from the community prior to the 2017 08 21 Council meeting.

7.1.3 Committee Vacancies (Romano) 130 - 131

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

Mover Councillor P. Christian
Seconder Councillor J. Krmpotich

Resolved that the report of the Deputy City Clerk dated 2017 07 17 concerning Committee Vacancies be received as information and that the following appointments be made:

Christmas Lighting Award Program Judging Committee – Councillor _____

Sault Ste. Marie Region Conservation Authority – Councillor _____

Sault Ste. Marie Humane Society – Councillor _____

Sault Ste. Marie Innovation Centre Board of Directors) – Councillor _____

Immigration Action Committee – Councillor _____

Appointments Policy Review Committee – Councillor _____

Public Art Policy Committee Councillor _____

Procurement and Procedures Committee – Councillor _____

7.2 COMMUNITY SERVICES DEPARTMENT

7.3 ENGINEERING

7.4 FIRE

7.5 LEGAL

7.6 PLANNING

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

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

8.1 Splash Pad Funding

Mover Councillor P. Christian
Seconder Councillor S. Myers

Whereas City Council unanimously approved the construction of a splash pad

to be located at Bellevue Park; and

Whereas both Council and the general public are anxious for the project to proceed as planned; and

Whereas as part of the funding strategy for the construction of the splash pad, the splash pad sub-committee will be making an application for a Trillium grant in the amount of \$150,000; and

Whereas as part of the Trillium application process, the remainder of the project funding must be in place before any grant is awarded; and

Whereas the City currently has \$300,000 of uncommitted funding in the subdividers reserve; and

Whereas the splash pad sub-committee currently has approximately \$60,000 committed to the splash pad project;

Now Therefore Be It Resolved that Council approve the use of \$240,000 from the subdividers reserve to support funding of the splash pad, resulting in a total of \$300,000 of City funding to serve as the basis for a Trillium grant application.

8.2 Zoos and Wildlife Sanctuaries

Mover Councillor J. Hupponen
Seconder Councillor J. Krmpotich

Whereas the Municipal Act gives broad jurisdiction to municipalities to pass by-laws in several spheres of jurisdiction, one of which is animals; and

Whereas local municipalities have an inherent responsibility to keep their citizens safe; and

Whereas in accordance with Ontario's Fish and Wildlife Conservation Act the Ministry of Natural Resources and Forestry (OMNRF) issues zoo licences; and

Whereas the OMNRF has no jurisdiction over exotic animals such as lions and tigers; and

Whereas housing wild animals in facilities that do not support their biological and behavioral needs can create unnecessary stress, aggressive behavior and provide additional motivation to attempt escape, creating an even greater public safety risk; and

Whereas the municipality may be liable in the case of injury or death caused by an escaped animal from a licenced zoo; and

Whereas since the City of Sault Ste. Marie has not instituted a by-law banning privately owned menageries, it may bear some responsibility for the operation of zoos within the City; and

Whereas the Township of Muskoka Lakes passed a by-law in 2012 regulating zoos and wildlife sanctuaries;

Now Therefore Be It Resolved that staff be requested to report as to how best to regulate zoos and captive wildlife facilities in the municipality.

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 P. Christian
Seconder Councillor O. Grandinetti

Resolved that all By-laws under Agenda item 11 under date 2017 07 17 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 2017-131 (Agreement) Facility Crossing – Imperial Oil 132 - 151

A report from the Director of Public Works is on the Agenda.

Mover Councillor S. Butland
Seconder Councillor O. Grandinetti

Resolved that By-law 2017-131 being a by-law to authorize the execution of the Agreement between the City and Imperial Oil for a Facility Crossing Agreement and to seek approval for the Deputy Chief Administrative Officer ('DCAO') of Public Works and Engineering Services to have delegated signing authority for similar Facility Crossing Agreement(s) with Imperial Oil be passed in open Council this 17th day of July, 2017.

11.1.2 By-law 2017-140 (Traffic) Amend By-law 77-200 152 - 154

Council Report was passed by Council resolution on June 26, 2017.

Mover Councillor S. Butland
Seconder Councillor O. Grandinetti

Resolved that By-law 2017-140 being a by-law to amend Schedules "A" and "F" of Traffic By-law 77-200 be passed in open Council this 17th day of July, 2017.

11.1.3 By-law 2017-141 (Walk of Fame) Amend By-law 2002-193 155 - 156

Council Report was passed by Council resolution on June 26, 2017.

Mover Councillor S. Butland
Seconder Councillor O. Grandinetti

Resolved that By-law 2017-141 being a by-law to amend By-law 2002-193 be

passed in open Council this 17th day of July, 2017.

11.1.4 By-law 2017-142 (Agreement) Assignment to Sudbury Wolves Hockey Club 157 - 157

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

Mover Councillor S. Butland
Seconder Councillor O. Grandinetti

Resolved that By-law 2017-142 being a by-law to authorize the execution of the Assignment Agreement between the City, BK Marketing Services and Sudbury Wolves Hockey Club Ltd. in which the City consents to the assignment of the Agreement dated February 19, 2013 from BK Marketing Services to Sudbury Wolves Hockey Club Ltd. be passed in open Council this 17th day of July, 2017.

11.1.5 By-law 2017-143 (Parking) Municipal Law Enforcement Officers 158 - 160

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

Mover Councillor S. Butland
Seconder Councillor O. Grandinetti

Resolved that By-law 2017-143 being a by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie be passed in open Council this 17th day of July, 2017.

11.1.6 By-law 2017-144 (Council Procedure) Amend Rotation List for Acting Mayor 161 - 162

Mover Councillor S. Butland
Seconder Councillor O. Grandinetti

Resolved that By-law 2017-144 being a by-law to adopt the rotation list for Acting Mayor for the current Council session and to repeal By-law 2014-250 being a by-law to adopt the rotation list for Acting Mayor for the current Council session and to repeal By-law 2016-24 being a by-law to amend By-law 2014-250 be passed in open Council this 17th day of July, 2017.

11.1.7 By-law 2017-145 (Agreement) Dillon Consulting Limited Official Plan Review Population Projections 163 - 197

A report from the Director of Planning and Enterprise Services is on the Agenda.

Mover Councillor S. Butland
Seconder Councillor O. Grandinetti

Resolved that By-law 2017-145 being a by-law to authorize the execution of the Agreement between the City and Dillon Consulting Limited for a report on population, employment and housing projections, and commercial and industrial land needs analysis be passed in open Council this 17th day of

July, 2017.

- 11.1.8 By-law 2017-146 (Street Closing) Amend By-law 2015-12 (Part Wawanosh Avenue)** 198 - 199
- Mover Councillor S. Butland
Secunder Councillor O. Grandinetti
- Resolved that By-law 2017-146 being a by-law to amend Street Closing By-law 2015-12 (part Wawanosh Avenue) be passed in open Council this 17th day of July, 2017.
- 11.1.9 By-law 2017-147 (Agreement) Risk Assessment for Fire Services** 200 - 216
- Council Report was passed by Council resolution on June 26, 2017.
- Mover Councillor S. Butland
Secunder Councillor O. Grandinetti
- Resolved that By-law 2017-147 being a by-law to authorize the execution of the Agreement between the City and Dillon Consulting Limited for the provision of a Comprehensive Risk Assessment for Fire Services for Sault Ste. Marie be passed in open Council this 17th day of July, 2017.
- 11.1.10 By-law 2017-148 (Agreement) Reggie's West Ride for ARCH** 217 - 224
- A report from the Solicitor/Prosecutor is on the Agenda.
- Mover Councillor S. Butland
Secunder Councillor O. Grandinetti
- Resolved that By-law 2017-148 being a by-law to authorize the execution of an agreement between the City and 882215 Ontario Inc. ("Reggie's") for the use of a portion of Korah Road from Wallace Terrace to Douglas Street for Reggie's West Ride for ARCH event and programming be passed in open Council this 17th day of July, 2017.
- 11.1.11 By-law 2017-149 (Regulations) Reggie's West Ride for ARCH** 225 - 225
- A report from the Solicitor/Prosecutor is on the Agenda.
- Mover Councillor S. Butland
Secunder Councillor O. Grandinetti
- Resolved that By-law 2017-149 being a by-law to amend Noise Control By-law 80-200, to exempt from the By-law the "Reggie's West Ride for ARCH" event from 11:00 a.m. August 19, 2017 to 12:00 a.m. August 20, 2017 be passed in open Council this 17th day of July, 2017.
- 11.1.12 By-law 2017-150 (Agreement) Poker Run Boat Parade Event** 226 - 232
- A report from the City Solicitor is on the Agenda.

Mover Councillor S. Butland
Seconder Councillor O. Grandinetti

Resolved that By-law 2017-150 being a by-law to authorize the execution of an agreement between the City and the Sault Ste. Marie Economic Development Corporation Tourism Division for the use of Foster Drive, from St. Mary's River Drive to Brock Street for the Poker Run event be passed in open Council this 17th day of July, 2017.

11.1.13 By-law 2017-151 (Agreement) Slo-Pitch League Player Shelters 233 - 236

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

Mover Councillor S. Butland
Seconder Councillor O. Grandinetti

Resolved that By-law 2017-151 being a by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Slo-Pitch League in reference to their contribution of materials required to build ten (10) new player shelters to be installed at five (5) slo-pitch fields at Strathclair Sports Complex be passed in open Council this 17th day of July, 2017.

11.1.14 By-law 2017-152 (Agreement) Amend Lease for 363 Wellington Street West 237 - 239

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

Mover Councillor S. Butland
Seconder Councillor O. Grandinetti

Resolved that By-law 2017-152 being a by-law to authorize the execution of the Agreement between the City and Mr. Kevin Belsito to permit Mr. Belsito to make changes or improvements to City property located at 363 Wellington Street West within the scope of the intended use of the property be passed in open Council this 17th day of July, 2017.

11.1.15 By-law 2017-153 (Agreement) AECOM Canada Ltd. Drake Street Pump Station Panel Upgrades 240 - 258

A report from the Land Development & Environmental Engineer is on the Agenda.

Mover Councillor S. Butland
Seconder Councillor O. Grandinetti

Resolved that By-law 2017-153 being a by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for engineering services for the Drake Street Pump Station panel upgrades be passed in open Council this 17th day of July, 2017.

11.1.16 By-law 2017-154 (Agreement) Giant Little Ones Film Inc. 259 - 270

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

Mover Councillor S. Butland
Seconder Councillor O. Grandinetti

Resolved that By-law 2017-154 being a by-law to authorize the execution of an agreement between the City and Giant Little Ones Film Inc. for the use of various parcels of City owned land for the purpose of a film production be passed in open Council this 17th day of July, 2017.

11.1.17 By-law 2017-155 (Temporary Street Closing) Reggie's West Ride for ARCH 271 - 271

Mover Councillor S. Butland
Seconder Councillor O. Grandinetti

Resolved that By-law 2017-155 being a by-law to permit the temporary closing of Korah Road, from Douglas Street to Wallace Terrace on August 19, 2017 to facilitate the "Reggie's West Ride for ARCH" event be passed in open Council this 17th day of July, 2017.

11.1.18 By-law 2017-156 (Temporary Street Closing) Poker Run Boat Parade Event 272 - 272

Mover Councillor S. Butland
Seconder Councillor O. Grandinetti

Resolved that By-law 2017-156 being a by-law to permit the temporary closing of Spring Street from Bay Street to Foster Drive on August 4, 2017 to facilitate the Poker Run Boat Parade event be passed in open Council this 17th day of July, 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 P. Christian
Seconder Councillor J. Krmpotich

Resolved that this Council proceed into closed session to discuss a proposed dispositions of property;

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 without the need for a further authorizing resolution.

Municipal Act – section 239(2)(c) – a proposed or pending acquisition or disposition of land by the municipality

14. ADJOURNMENT

Mover Councillor P. Christian
Seconder Councillor O. Grandinetti

Resolved that this Council now adjourn.



REGULAR MEETING OF CITY COUNCIL MINUTES

Monday, June 26, 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

Absent: Councillor R. Romano

Officials: A. Horsman, M. White, N. Kenny, S. Schell, T. Vair, S. Hamilton Beach, R. Tyczinski, F. Coccimiglio, D. Elliott, V. McLeod, M. Zuppa, T. Gowans, T. Reid

1. ADOPTION OF MINUTES

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

Resolved that the Minutes of the Joint Council Meeting of 2017 06 06 and Regular Council Meeting of 2017 06 12 be approved.

Carried

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

3. DECLARATION OF PECUNIARY INTEREST

3.1 Councillor R. Niro – RFP – Comprehensive Risk Assessment for Fire Services for Sault Ste. Marie (2017FIR-03-P)

Brother is employed by Fire Services.

3.2 Councillor M. Shoemaker – Tender for Strathclair Park – Electrical and Exterior Lighting Upgrades (2017CDE-CS-PK-01-T)

Proponent is a client of law firm.

3.3 Councillor M. Shoemaker – By-law 2017-132 (Contract) Strathclair Park Electrical and Exterior Lighting Upgrades

Proponent is a client of law firm.

3.4 Councillor M. Shoemaker – Contract 2017-6E – 711-719 Bay Street Seawall Replacement

Proponent is a client of law firm.

3.5 Councillor M. Shoemaker – By-law 2017-136 (Contract) 711-719 Bay Street Seawall Reconstruction (Contract 2017-6E)

Proponent is a client of law firm.

3.6 Councillor L. Turco – Traffic Bylaw 77-200 Maintenance – 2017

Property owner on Albert Street West, spouse employed by Police Services.

4. APPROVE AGENDA AS PRESENTED

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the Agenda and Addendum for 2017 06 26 City Council Meeting as presented be approved.

Carried

5. PROCLAMATIONS/DELEGATIONS

5.1 Ontario 150

5.2 Why I Love Canada

Hailly Poole was in attendance.

5.3 G. Marconi Society Annual Italian Festival

Joe Oraziatti, President, G. Marconi Society was in attendance.

5.4 Poker Run

Megan Parlowe, Events Co-ordinator, Tourism Sault Ste. Marie was in attendance.

5.5 Downtown Street Party

Josh Ingram, General Manager, Downtown Association was in attendance.

5.6 World Fringe Day

Tova Arbus was in attendance.

5.7 Community Adjustment Committee

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

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that all the items listed under date 2017 06 26 – Agenda item 6 – Consent Agenda be approved as recommended.

Carried

6.1 Noise By-law Exemption

Letter of request for noise by-law exemption was received by Council.

Youth Odena – Indian Friendship Centre – 122 East Street

- Friday, June 30, 2017 – 7 p.m. to 11 p.m.

The relevant By-law 2017-138 is listed under item 11 of the Minutes.

6.2 Street Closure Request

Letter of request for a temporary street closing was received by Council.

G. Marconi Society Annual Italian Festival

- Cathcart Street from Hudson Street to Carmen's Way – Sunday, July 9, 2017 – 11 a.m. to 11 p.m.

The relevant By-law 2017-139 is listed under item 11 of the Minutes.

6.3 Tender for Strathclair Park – Electrical and Exterior Lighting Upgrades (2017CDE-CS-PK-01-T)

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

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

The relevant By-law 2017-132 is listed under item 11 of the Minutes.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Purchasing dated 2017 06 26 be received and that the tender for Electrical and Exterior Lighting Upgrades at Strathclair Park be awarded to Superior Industrial Services at their low tendered price, meeting specifications, of \$343,401.80 plus HST, after post tender reductions of \$5,600.00 are applied; further that the City's Consultant, Nor Mech Engineering Inc., be authorized to provide a Letter of Intent formally authorizing Superior Industrial Services to proceed with this project.

It is further recommended that City Council approve the allocation of \$27,000.00 from the 10% Athletic Field Fees portion of the Parks and Recreation Reserve to be applied to this Electrical and Lighting Upgrade project.

Carried

6.4 RFP – Comprehensive Risk Assessment for Fire Services for Sault Ste. Marie (2017FIR-03-P)

Councillor R. Niro declared a conflict on this item. (Brother is employed by Fire Services.)

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Manager of Purchasing dated 2017 06 26 concerning RFP – Comprehensive Risk Assessment for Fire Services for Sault Ste. Marie be received and that the proposal submitted by Dillon Consulting Limited to provide a Comprehensive Risk Assessment for Fire Services for Sault Ste. Marie be approved.

A by-law authorizing signature of the agreement will appear on a future Council Agenda.

Carried

6.5 Splash Pad Funding

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

Heritage Committee; further that the funds come from the Designated Heritage Property Grant budget, be approved.

Carried

6.9 Young Street and Main Pump Station Engineering Services

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

The relevant By-law 2017-137 is listed under item 11 of the Minutes.

6.10 Contract 2017-6E – 711-719 Bay Street Seawall Replacement

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

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

The relevant By-law 2017-136 is listed under item 11 of the Minutes.

6.11 Reallocation of Funds – Second Line West Cross Culvert Repair

The report of the Municipal Services Engineer was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Municipal Services Engineer dated 2017 06 26 concerning Reallocation of Funds – Second Line West Cross Culvert Repair be received and that the reallocation of funds from miscellaneous flooding projects to repair a cross culvert on Second Line West be approved.

Carried

6.12 Second Line and Great Northern Road – Active Transportation Study

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Director of Engineering dated 2017 06 26 concerning the active transportation study in the area of Great Northern Road and Second Line be received and the recommendation that the engineering fee limit in the CIMA traffic study be increased to \$39,690 with the additional \$9,700 from the Engineering Equipment Reserve, be approved.

Carried

6.13 Interior LED Lighting Upgrades for City Facilities

The report of the Environmental Initiatives Co-ordinator was received by Council.

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

Resolved that the report of the Environmental Initiatives Co-ordinator dated 2017 06 26 concerning Interior LED Lighting Upgrades for City Facilities be received as information.

Carried

6.14 Surplus Property – 205 Greenfield Drive

The report of the City Solicitor was received by Council.

The relevant By-law 2017-133 is listed under item 11 of the Minutes.

6.15 Property Declared Surplus – 33 Wilks Street

The report of the City Solicitor was received by Council.

The relevant By-law 2017-134 is listed under item 11 of the Minutes.

6.16 Licence to Occupy City Property Agreement for the Downtown Street Party

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

The relevant By-law 2017-135 is listed under item 11 of the Minutes.

6.17 Trees on Municipal Property

The report of the Director of Public Works was received by Council.

Moved by: Councillor J. Krmpotich
Seconded by: Councillor P. Christian

Resolved that the report of the Director of Public Works dated 2017 06 26 concerning Trees on Municipal Property be received and that one planting for every one removal of a park tree be the target strived for by the Public Works – Forestry Division.

Carried

6.18 Traffic Bylaw 77-200 Maintenance – 2017

Councillor L. Turco declared a conflict on this item. (Property owner on Albert Street West, spouse employed by Police Services.)

The report of the Manager of Traffic and Communications was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Manager of Traffic and Communications dated 2017 06 26 concerning Traffic By-law 77-200 Maintenance – 2017 be received and that Council direct the Legal Department to bring forward the appropriate by-law amendments at a later date.

Carried

6.19 2017 Concrete Curb and Sidewalk Program

The report of the Director of Public Works was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Director of Public Works dated 2017 06 26 concerning Public Works 2017 curb and sidewalk program be received as information.

Carried

6.20 Feasibility Study – Potential Transit Operations Integration at Public Works

The report of the Director of Public Works was received by Council.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Director of Public Works dated 2017 06 26 concerning Feasibility Study – Potential Transit Operations Integration at Public Works be received as information.

Carried

7. REPORTS OF CITY DEPARTMENTS, BOARDS AND COMMITTEES

7.1 ADMINISTRATION

7.1.1 Community Adjustment Committee Final Report

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that the report of the Chief Administrative Officer dated 2016 06 26 concerning the final recommendations of the Community Adjustment Committee be received and that City Council:

1. Endorse the plan as a key stakeholder;

2. Assign responsibility for co-ordinating implementation to Community Development and Enterprise Services;
3. Request a report outlining the specific steps and required resources to implement the recommendations of the Committee; and
4. Thank the Community Adjustment Committee members, Chair, Project Coordinator and all those involved for the preparation of this report.

Carried

7.1.2 Council Vacancy – Appointment Process

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that the report of the Deputy CAO / City Clerk – Corporate Services dated 2017 06 26 concerning Council Vacancy – Appointment Process be received as information.

Carried

Councillor S. Butland nominated O. Grandinetti

Councillor M. Bruni nominated L. Robibaro

Councillor F. Fata nominated L. Dufour

Councillor P. Christian nominated M. Jalak

Councillor S. Hollingsworth nominated D. Wade

to fill the vacant Ward 6 Council seat.

The results of the first round of voting were as follows:

O. Grandinetti

Councillors Butland, Myers, Shoemaker, Hollingsworth, Hupponen, Turco (6)

L. Robibaro

Councillors Bruni, Krmpotich, Fata (3)

L. Dufour

Councillor Niro, Mayor Provenzano (2)

M. Jalak

Councillor Christian (1)

Round 1 Vote Result:

Grandinetti – 6

Robibaro – 3

Jalak – 1

Wade – 0

D. Wade was eliminated.

The results of the second round of voting were as follows:

O. Grandinetti

Councillors Butland, Myers, Shoemaker, Hollingsworth, Hupponen, Turco (6)

L. Robibaro

Councillors Bruni, Krmpotich, Fata, Mayor Provenzano (4)

L. Dufour

Councillor Niro (1)

M. Jalak

Councillor Christian (1)

Round 2 Vote Result

Grandinetti – 6

Robibaro – 4

Dufour – 1

Jalak – 1

L. Dufour and M. Jalak were eliminated.

The results of the third round of voting were as follows:

O. Grandinetti

Councillors Butland, Myers, Shoemaker, Hollingsworth, Hupponen, Turco (6)

L. Robibaro

Councillors Bruni, Niro, Krmpotich, Christian, Fata, Mayor Provenzano (6)

Round 3 Vote Result

Grandinetti – 6

Robibaro – 6

As there was an equality of votes for O. Grandinetti and L. Robibaro, the Clerk determined the successful candidate by lot following the procedure set out for an equality of votes in section 62(3) of the *Municipal Elections Act*.

The name of O. Grandinetti was drawn.

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that this Council appoint Osvaldo Grandinetti to the position of Councillor - Ward 6 for the balance of the 2015 - 2018 term of Council.

Carried

7.2 COMMUNITY SERVICES DEPARTMENT

7.3 ENGINEERING

7.4 FIRE

7.5 LEGAL

7.6 PLANNING

7.7 PUBLIC WORKS AND TRANSPORTATION

7.8 BOARDS AND COMMITTEES

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

8.1 Tax Ratio and Tax Policy Budgeting Session

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Whereas tax ratios are used to establish the municipal tax rates to be paid annually by multi-residential, commercial, and industrial class properties; and

Whereas the legislated regulations governing the use of tax ratios and associated changes in tax payments from property owners are complex; and

Whereas it is desirable for Council to have as detailed an understanding as possible of how its decisions will impact local ratepayers in all property classes;

Now Therefore Be It Resolved that the Finance and Tax Department staff be directed to set aside one meeting during the 2018 budget schedule to explain the following:

- Current tax policy and how it distributes the tax levy across property classes;
- Provincial thresholds, ranges of fairness, and levy restrictions and how these affect the use of tax ratios for different classes;
- The financial impact of hypothetical changes to the tax ratios for commercial and industrial classes and how such changes might affect the taxes levied from other property classes; and
- How capping and clawback regulations and policies affect the taxes owing for individual properties when there are substantial shifts in assessment or tax rate changes within a class.

Carried

8.2 Peddler Licencing By-law

Moved by: Councillor R. Niro

Seconded by: Councillor M. Shoemaker

Whereas on March 17, 2003 the Corporation of the City of Sault Ste. Marie enacted a Peddler By-law to licence, govern and regulate peddlers operating within the City; and

Whereas over the past several years there have been repeated complaints made by local businesses to the City, the Sault Ste. Marie Police Service, and Algoma Public Health regarding the operations of an out-of-town peddler who frequents the City and sells a variety of foodstuffs from a truck without licence; and

Whereas the actions of this peddler have had a negative effect on local businesses and are potentially putting residents who consume the peddler's products at an elevated risk of obtaining food-borne illnesses; and

Whereas despite the actions of this peddler being well-known and informally advertised, the party has yet to be charged or otherwise sanctioned from breaching the peddler by-law;

Now Therefore Be It Resolved that the City Legal Department be directed to review the Peddler By-law and report back on how its compliance and enforcement provisions could be strengthened so as to deter peddlers from operating illegally within the City and thereby ensure greater fairness for local businesses.

Carried

8.3 Weekend Downtown Street Closures

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Whereas the Downtown Association's strategic plan calls for increased events and an extended season to bring more people downtown; and

Whereas the City of Sault Ste. Marie's Downtown Strategy wishes to encourage active use of downtown spaces; and

Now Therefore Be It Resolved that staff, with input from the Downtown Association, examine the possibility of closing Queen Street from East Street to Gore Street to traffic on Friday and/or Saturday nights from Victoria Day to Labour Day each year in an effort to both encourage active use of the downtown space and to increase events downtown.

Carried

8.4 Vacant Council Seat

Moved by: Councillor P. Christian

Seconded by: Councillor M. Shoemaker

Whereas City Council was faced with filling a vacant Council seat (Council vacancy) in Ward 6 after former Councilor Romano was elected to the Provincial Legislature; and

Whereas Councils of the past have been faced with similar challenges; and

Whereas it is likely that Council vacancies will occur in the future; and

Whereas there are no formal policies and procedures that currently exist which guide Council, city staff, and the public through the challenges of filling Council vacancies;

Now Therefore Be It Resolved that Council request that the City Clerk's Department provide a report with recommended policies and procedures that can be adopted to deal with future Council vacancies; and

Further that any recommendations being offered give consideration to the time remaining in the Council's term, the methods by which the public will be notified of such vacancies and any procedures they will follow, and the procedures staff will follow for each of the recommendations being offered in the report.

Carried

8.5 Notice of Motion - Reconsideration of Splash Pad Location

Moved by: Councillor F. Fata

Seconded by: Councillor S. Hollingsworth

Whereas Council has chosen to undertake the steps necessary for the development of a splash pad at Bellevue Park based on an analysis of 2 proposed locations, the other being Clergue Park; and

Whereas the Downtown Association was not invited to participate in the public consultation process to present the view of its members and therefore believes that significant factors contributing to the decision were not adequately considered by council; and

Whereas the Downtown Association feels it's important to have a wholesome discussion to present its position as to the merits of a downtown location to downtown revitalization, the community as a whole and specifically to the strategic direction of downtown as identified in successive Downtown Improvement Plans and the City's Downtown Strategic Plan;

Now, therefore be it resolved that Council reconsider the location of the proposed splash pad project; and

Further that if Council approved said reconsideration, the Downtown Association have an opportunity to present to Council in support of reconsidering the proposed location of the splash pad from Bellevue Park to a downtown location.

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

10. ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE

11. CONSIDERATION AND PASSING OF BY- LAWS

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that all By-laws under Agenda item 11 under date 2017 06 26 be approved, save and except 2017-132 and 2017-136.

Carried

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

11.1.1 By-law 2017-122 (Subdivision Control)

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that By-law 2017-122 being a by-law to remove Part Section 34, Korah being Part 2 1R13242 from the effects of By-law 3523, be passed in open Council this 26th day of June, 2017.

Carried

11.1.3 By-law 2017-133 (Property) Surplus 205 Greenfield Drive

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that By-law 2017-133 being a by-law to declare the City owned property legally described as PIN 31566-0038 (LT) PT LT 1 PL H518 KORAH AS IN T61945; SAULT STE. MARIE, being civic 205 Greenfield Drive as surplus to the City's needs and to authorize the disposition of said property be passed in open Council this 26th day of June, 2017.

Carried

11.1.4 By-law 2017-134 (Property) Surplus 33 Wilks Street

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that By-law 2017-134 being a by-law to declare the City owned property legally described as PIN 31611-0135 (LT) LT 16 PL H452 KORAH; SAULT STE. MARIE, being civic 33 Wilks Street, as surplus to the City's needs and to authorize the disposition of the said property be passed in open Council this 26th day of June, 2017.

Carried

11.1.5 By-law 2017-135 (Agreement) Downtown Street Party

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that By-law 2017-135 being a by-law to authorize the execution of an agreement between the City and the Downtown Association ("Downtown"), The Barrel House Wine & Whiskey Bar Inc. ("Barrel House"), Stephen Alexander operating as Loplop Lounge & Gallery ("Loplops"), 882215 Ontario Inc. ("Reggie's") and Northern Superior Brewing Company Inc. ("Northern Superior") for the use of a portion of Queen Street East from Pim Street to Dennis Street for the 2017 Downtown Street Party Programming be passed in open Council this 26th day of June, 2017.

Carried

11.1.7 By-law 2017-137 (Agreement) AECOM Canada Ltd. Amending Agreement

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that By-law 2017-137 being a by-law to authorize the execution of an Amending Agreement between the City and AECOM Canada Ltd. for a scope change and revised fee related to the Agreement with AECOM Engineering for the Young Street and Main pump stations dated November 21, 2016 be passed in open Council this 26th day of June, 2017.

Carried

11.1.8 By-law 2017-138 (Regulations) Noise Exemption for Youth Odena

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that By-law 2017-138 being a by-law to amend Noise Control By-law 80-200 dealing with the exemption from the Noise Control By-law to accommodate a Parking Lot Party held by

Youth Odena at the Indian Friendship Centre on 122 East Street from 7:00 p.m. to 11:00 p.m. on June 30, 2017 be passed in open Council this 26th day of June, 2017.

Carried

11.1.9 By-law 2017-139 (Temporary Street Closing) G. Marconi Society Annual Italian Festival

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that By-law 2017-139 being a by-law to permit the temporary street closing of Cathcart Street from Hudson Street to Carmen's Way on July 9, 2017 to facilitate the G. Marconi Society Annual Italian Festival be passed in open Council this 26th day of June, 2017.

Carried

11.1.2 By-law 2017-132 (Contract) Strathclair Park Electrical and Exterior Lighting Upgrades

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that By-law 2017-132 being a by-law to authorize the execution of the contract between the City and Superior Industrial Services Ltd. for electrical and exterior lighting upgrades at Strathclair Park and to approve the allocation of \$27,000.00 from the 10% Athletic Field Fees portion of the Parks and Recreation Reserve to be applied to this project be passed in open Council this 26th day of June, 2017.

Carried

11.1.6 By-law 2017-136 (Contract) 711-719 Bay Street Seawall Reconstruction (Contract 2017-6E)

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

Moved by: Councillor J. Krmpotich

Seconded by: Councillor P. Christian

Resolved that By-law 2017-136 being a by-law to authorize the execution of the Contract between the City and Avery Construction Limited for the removal of an existing seawall and the replacement with a sloped rock revetment at 711-719 Bay Street (Contract 2017-6E) be passed in open Council this 26th day of June, 2017.

Carried

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

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

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

13. CLOSED SESSION

Moved by: Councillor S. Butland

Seconded by: Councillor P. Christian

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

Municipal Act R.S.O. 2002 – section 239(2)(f) advice that is subject to solicitor/client privilege;

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

Carried

14. ADJOURNMENT

Moved by: Councillor J. Krmpotich

Seconded by: Councillor S. Butland

Resolved that this Council shall now adjourn.

Carried

Mayor

City Clerk

**Outstanding Council Resolutions
as at July 17, 2017**

Meeting Date	Department	Agenda Item	Assigned To	Due Date	Comments	Description	Sponsored By
11-May-09	Police; Legal	Safety measures – Great Northern Road	Police; Legal		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	Q3 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	Q3 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

**Outstanding Council Resolutions
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10-Aug-15	CD&ES	Public Art Policy	T. Vair	Q4 2017		Recommend next steps in adopting a public art policy (including graffiti).	S. Butland S. Myers
22-Mar-16	Corporate Services	Budget 2016	S. Schell	Q3 2017		Policy on use of surplus funds and tax policy – reported October 11, 2016 (Agenda item 6.2) – deferred to 2017. Long term tax policy November 21, 2016. Agenda item 6.5	
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	
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	Q3 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	Q4 2017	Reallocation of funds will be shown in capital budget	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
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	

**Outstanding Council Resolutions
as at July 17, 2017**

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	Q4 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	Q4 2017	Subject to funding approval	Establish a Downtown Task Force	F. Fata S. Myers
21-Nov-16	Corporate Services	Employee Innovation Program	M. White	Q3 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 (Protocol)	D. McConnell	Q4 2017		Create a community engagement protocol for all types of development approvals	R. Romano P. Christian
9-Jan-17	Legal	Humane Society By-law Proposal	N. Kenny	Q3 2017		Consolidation of animal control by-laws	S. Butland R. Romano
23-Jan-17	Corporate Services	Posting of Expenses to Website	S. Schell M. White	Q3 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

**Outstanding Council Resolutions
as at July 17, 2017**

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	Closed Captioning – Potential Funding	F. Coccimiglio	Q3 2017		Whether closed captioning of Council meetings can be funded through existing budget or through other outside funding	M. Shoemaker S. Butland
6-Mar-17	Corporate Services	Council Review Committee	M. White	Q3 2017	Tabled to August 21, 2017	Make necessary adjustments to ward boundaries and report back	M. Shoemaker S. Hollingsworth
6-Mar-17	CS&ED	Additional By-law Enforcement Position	T. Vair	Q3 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
10-Apr-17	PWT	Re-allocation of Funds – Sackville Road Extension	D. Elliott	Q3 2017		Recommendations on the allocation of the balance of the funds from the Sackville Road extension.	M. Shoemaker M. Bruni
24-Apr-17	Legal	Street Closure Procedure Review	N. Kenny	Q3 2017		Review street-closure procedure or policy and determine if requests for street closures can be simplified, streamlined, and expedited.	M. Shoemaker P. Christian
24-Apr-17	Corporate Services	Animal Shelter Services	Humane Society	Q3 2017		Request Humane Society to provide a presentation at a Council meeting or a written report with information on the shelter's operations by August 21, 2017.	J. Hupponen M. Shoemaker
8-May-17	All	2018 Budget	M. White L. Girardi T. Vair N. Kenny P. Milosevich			All departments to present 2018 preliminary budgets with a 0% increase over 2017, including a list of cost saving options for Council to consider in achieving 0% budget change; and provide a further list of cost saving options to achieve a 1% overall reduction	M. Shoemaker R. Niro
8-May-17	Corporate Services	Algoma University Scholarships	M. White	Q3 2017		Request that Algoma University change criteria for granting scholarships funded by the City of Sault Ste. Marie to allow all residents to be eligible.	M. Shoemaker F. Fata

**Outstanding Council Resolutions
as at July 17, 2017**

8-May-17	PW&ES	Red Pine Drive	L. Girardi	Q4 2017	Review and report back regarding all options to construct a City owned and maintained roadway to service Red Pine Drive that will ensure that residents are afforded the same level of service as the rest of the City tax base and to ensure that building permits can be issued.	R. Romano M. Bruni
8-May-17	PW&ES	Des Chenes Drive, Pine Shores Drive, Channelview Lane	D. Elliott	Q4 2017	Review Des Chenes Drive, Pine Shores Drive and Channelview Drive and report as to the cost of updating to pavement and possible funding options.	R. Romano M. Bruni
8-May-17	CS&ED	Report on Community Improvement Plans and Tax Increment Equivalent Grant Programs	D. McConnell	Q4 2017	Review and report on the feasibility, costs and potential benefits of implementing Community Improvement Plans for all properties in the City in the industrial and commercial classes.	P. Christian S. Butland
8-May-17	CS&ED	Downtown Sault Ste. Marie	D. McConnell	Q4 2017	Investigate the possibility of incorporating our City's history into the overall theme of the downtown area and invite Downtown Association, Tourism Sault Ste. Marie and appropriate City staff to a future council meeting to advise on possible planning elements and features that can be incorporated into the redevelopment of the area so that we can take advantage of our City's history and reputation as a gathering place by the rapids	P. Christian S. Butland
29 May 2-17	Fire Services	Cost Recovery for Fire Services	P. Milosevich	Q3 2017	Report outlining: Ontario cities that have cost-recovery fire services by-laws; what services are charged for in which cities and how much each service is charged out at; analysis of percentage of calls that are chargeable calls vs. non-chargeable calls; revenue broken down by service; any limitations imposed by law on what types of services can be cost-recovered and the amounts that may be charged; estimate of potential revenue the City could expect if it imposes a cost-recovery by-law.	M. Shoemaker P. Christian

**Outstanding Council Resolutions
as at July 17, 2017**

29-May-17	Corporate Services	Construction Labour Cost-Benefit Report	P. Niro S. Schell	Q4 2017	Report with: cost of upcoming infrastructure projects that would require acceptance from the two unions currently allowed to submit bids; anticipated cost of an application to OLRB for non-construction employer designation; actions to achieve a non-construction employer designation; timeframe achieve designation; the time it would take to recover the costs associated with savings achieved; any other relevant information.	M. Shoemaker R. Niro
12-Jun-17	CS&ED	Charging for Civic Centre Parking	T. Vair	Q4 2017	Report on charging municipal employees for parking at all City-owned buildings including the Civic Centre.	M. Shoemaker F. Fata
12-Jun-17	Fire Services	Fire Services Reserve List	P. Milosevich	Q3 2017	Report on the feasibility of re-establishing qualified reserve list to meet anticipated needs within Fire Services and identify measures to ensure that any potential list and its implementation will be fair and equitable to all potential candidates.	P. Christian M. Bruni
26-Jun-17	Corporate Services	Tax Ratio and Tax Policy Budgeting Session	S. Schell	Q4 2017	Schedule meeting in 2018 budget schedule to explain: Current tax policy and how it distributes the tax levy across property classes; Provincial thresholds, ranges of fairness, and levy restrictions and how these affect the use of tax ratios for different classes; The financial impact of hypothetical changes to the tax ratios for commercial and industrial classes and how such changes might affect the taxes levied from other property classes; and How capping and clawback regulations and policies affect the taxes owing for individual properties when there are substantial shifts in assessment or tax rate changes within a class.	M. Shoemaker S. Hollingsworth
26-Jun-17	Legal	Peddler Licencing By-law	N. Kenny	Q4 2017	Review Peddler By-law and report on how its compliance and enforcement provisions could be strengthened so as to deter peddlers from operating illegally within the City and thereby ensure greater fairness for local businesses	R. Niro M. Shoemaker

**Outstanding Council Resolutions
as at July 17, 2017**

26-Jun-17	PW& ES Legal	Weekend Downtown Street Closures	L. Girardi N. Kenny	Q4 2017	Examine possibility of closing Queen Street from East Street to Gore Street to traffic on Friday and/or Saturday nights from Victoria Day to Labour Day each year in an effort to both encourage active use of the downtown space and to increase events downtown.	M. Shoemaker S. Hollingsworth
26-Jun-17	Corporate Services	Vacant Council Seat	M. White	Q4 2017	Report with recommended policies and procedures that can be adopted to deal with future Council vacancies	P. Christian M. Shoemaker
17-Jul-17						

306 Korah Road
Sault Ste. Marie, Ont
P6C 4H1
July 03, 2017

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

Att'n Ms: Rachel Tyczinski
Deputy Clerk

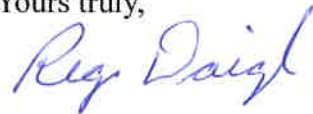
It is our intention to conduct a fund raising event in support of ARCH Hospice on the street and in our parking lot immediately in front of our establishment on 306 Korah Road. It is our wish to run this event on Saturday, August 19/2017, from 11 A.M. To 12 Midnight.

In support of this, we have attached a Temporary Street Closure Application Form and a diagram of the proposal (not to scale). Please be advised that all agencies (list attached) and affected residences have been notified.

It would be appreciated if you would provide us with a letter of non objection We require this to complete our application to the A.G.C.O.

Your cooperation in facilitating our request would be greatly appreciated.

Yours truly,



Reg Daigle
Reggies West

TEMPORARY STREET CLOSURE - APPLICATION FORM

CONTACT NAME: Reg Daigle TELEPHONE: 705-946-1511

ORGANIZATION (if applicable) _____

ADDRESS: _____ POSTAL CODE: _____

The above person hereby makes application for the closing of

Korah Road

(Name of street to be closed)

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

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

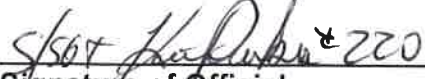
on the 19th day of August, 20 17 from 11 AM am/pm to 12 Midnight am/pm

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

for the purpose of Fund Raiser for ARCH Hospice

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 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



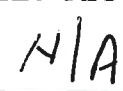
Signature of Official

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



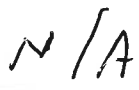
Signature of Official

- 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)

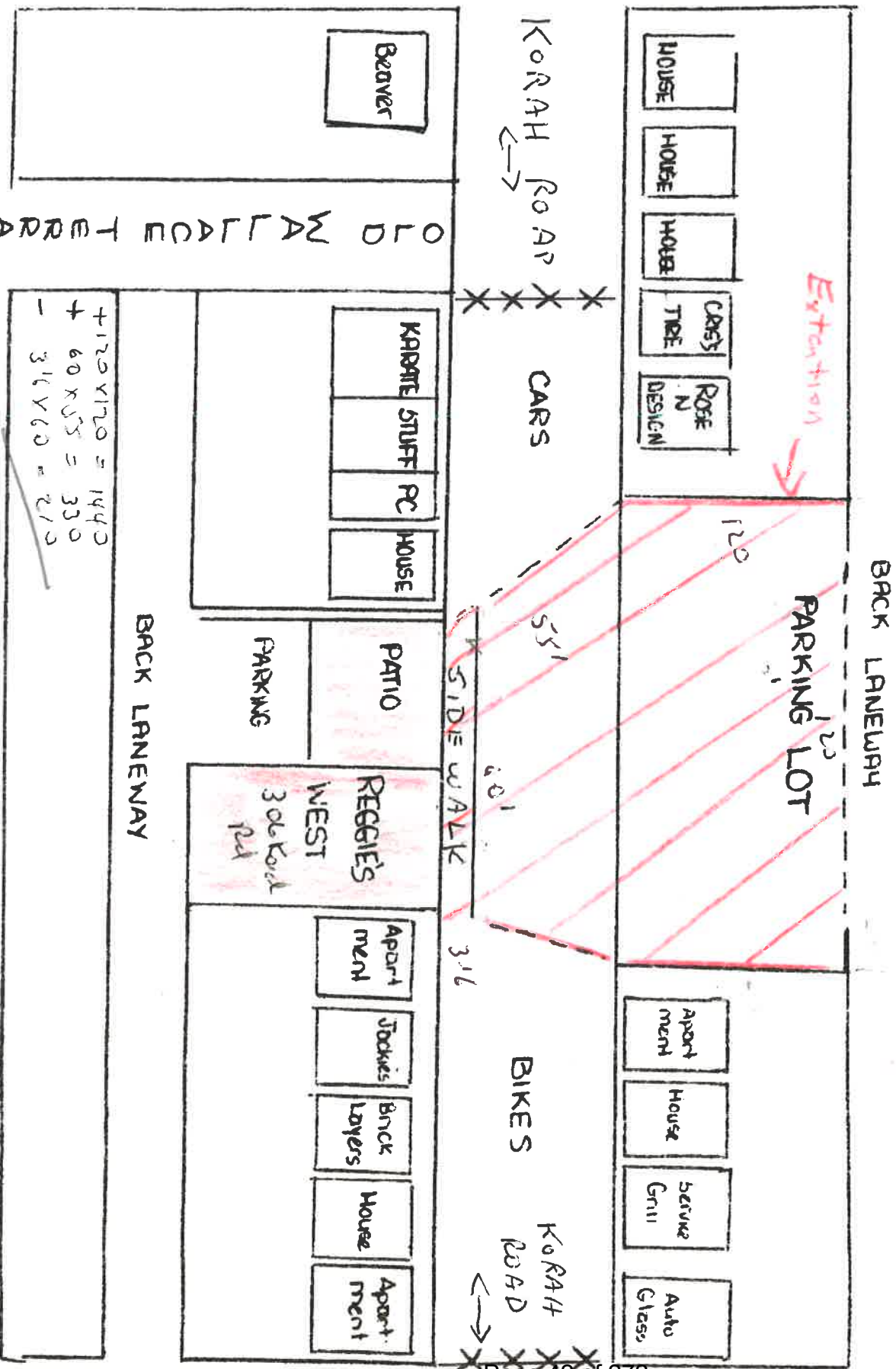


Signature of Official

CITY CLERK SECTION:

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

REGGIE'S WEST
 306 Korah Road
 Lic # 10719



DOUGLAS STREET

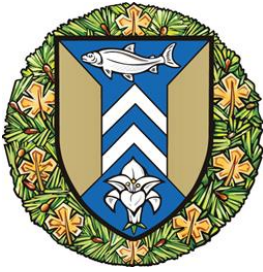
NALACE TERRACE

OLD ZALJACU T W R A D S

+ 120 x 120 = 1440
 + 60 x 55 = 330
 - 316 x 60 = 210

17490 ÷ 12 = 1457

1200 Requests Capacity



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

COUNCIL REPORT

July 17, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Al Horsman

DEPARTMENT: Chief Administrative Officer

RE: Retention of Restructuring Lawyer Fee Update

PURPOSE

The purpose of the report is to seek Council approval to increase the upset limit of the fees to retain legal services to represent the City's interest in relation to Essar Steel Algoma Inc.'s Companies' Creditors Arrangement Act (CCAA) protection proceedings.

BACKGROUND

Essar Steel Algoma Inc. (ESAI) entered into CCAA protection proceedings on November 9, 2015. At that time, the City was owed approximately \$14 million for 2014/15 property taxes, including the portion collected on behalf of the school boards.

On February 22, 2016 Council approved \$175,000 for the services of a restructuring lawyer to represent the City's interest in the CCAA protection proceedings of ESAI funded from the Contingency Reserve. Additional funding was approved from the Contingency Reserve, bringing the total to \$375,000, the majority of which has been expended.

ANALYSIS

Since the report of April 24, 2017, ESAI (the "Applicant") counsel for the City has brought an application for leave to appeal Mr. Justice Newbould's decision denying payment of post-filing property taxes. Additionally, mediation for the tax assessment appeal was unsuccessful. Accordingly, a full hearing of the matter is being scheduled.

As of the date of this report, pre- and post-filing obligations for property tax, including interest and education share, is almost \$32 million.

The City is at a critical juncture. Reserve balances have maintained the cash flow and City operations for the last 19 months of the restructuring but recent

developments do not lend to an imminent exit from the CCAA. The City's reserves cannot continue to carry the balance owing, which is equivalent to 25% of the annual tax levy, going forward. At this critical phase it will be imperative that the City's restructuring lawyers provide expertise and guidance on the non-payment of ESAI property taxes. As well they need to continue to monitor the proceedings and steps taken by other stakeholders, all of which is expected, often with short notice, to become more intense and active. The City's lawyers and staff needs to be prepared to file court materials on short notice, seeking clarification or providing its response to any filings that may impede its priority status. Finally, there may be ancillary works or responses required from the City to any proposed agreement or steps taken by parties to the CCAA proceedings. Throughout these proceedings, City Staff has and will continue to complete all tasks possible, and has and will continue to involve the restructuring lawyers only as necessary.

FINANCIAL IMPLICATIONS

Additional reserve resources are required to ensure that the City's priority lien status is upheld and that the taxes due are collected. Staff is recommending that an additional \$50,000 from the Contingency Reserve be approved.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Administrative Officer dated July 17, 2017 regarding the approval of an additional \$50,000 to the upset limit for the services of a restructuring lawyer to represent the City's interest in the CCAA protection proceedings of Essar Steel Algoma Inc. be approved and that the services be funded from the Contingency Reserve.

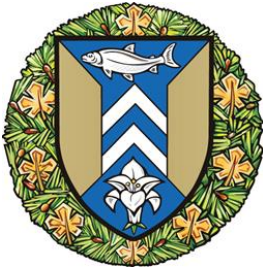
Respectfully submitted,



Al Horsman, CAO

705.759.5347

cao.horsman@cityssm.on.ca



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

COUNCIL REPORT

July 17, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Christine Pascall, CPA, CA Manager of Accounting & City Tax Collector

DEPARTMENT: Corporate Services

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

PURPOSE

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

BACKGROUND

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

The steps in the tax sale process are as follows:

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

9. Preparation of Documentation and Registration of Tax Deeds for properties sold at Tax Sale.

ANALYSIS

Not applicable

FINANCIAL IMPLICATIONS

The properties listed represent \$227,556 in outstanding tax revenue.

STRATEGIC PLAN / POLICY IMPACT

Not applicable

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Accounting & City Tax Collector dated 2017 07 17 be accepted and Council authorize the City Tax Collector to commence Tax Sale Proceedings in accordance with the Municipal Act 2001.

Respectfully submitted,

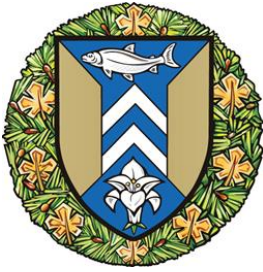


Christine Pascall, CPA, CA
Manager of Accounting and City
Tax Collector
705.759 5276
c.pascall@cityssm.on.ca

CITY OF SAULT STE. MARIE - MUNICIPALITY 57-61
LIST OF LANDS LIABLE TO BE SOLD FOR TAX ARREARS AS OF 2016 12 31
IN ACCORDANCE WITH THE MUNICIPAL ACT, 2001
PROPERTIES REGISTERED FOR TAX SALE 2017

PARCEL NUMBER	ROLL NUMBER/ TAX CLASS	PROPERTY DESCRIPTION	TOTAL TAXES OUTSTANDING
1	010-030-008-05 RT 460,000	105 Gravelle St Plan H446 BLK A PT RP 1R9699 PART 2 PART 10 69.75 FR	25,020.89
2	020-013-015-00 RT 174,000	35 Coulson Plan 20815 Lot 64 50.00 FR	7,665.95
3	020-025-101-00 RT 118,000	140 Poplar Ave Plan 52496 Lot 61 51.00 FR	5,377.90
4	020-033-024-00 RT 104,000	20 Ferris Ave Plan 1297 Lot 12 33.00 FR	3,368.64
5	020-037-085-00 RT 79,000	131 Grosvenor Ave Plan 737 Lot 12 33.00 FR	4,433.30
6	030-041-105-00 RT 89,000	165 Elmwood Ave Plan 44615 Lot 19 50.00 FR	3,215.38
7	030-056-038-05 CT 390,000	72 Northern Ave E Plan H732 Lot 94PT RCP RP 1R7452 Parts 2 to 7 105.00 FR	58,998.88
8	040-015-105-00 RT 109,000	389 Northland Rd. Plan 402 BLK 5 LOT 19 Lot 18PT 50.00 FR	5,740.07
9	040-017-011-00 RT 90,000	312 Huron St Plan 727 Lot 62 40.00 FR	3,837.02
10	040-017-086-00 RT 63,000	72 St. Andrew's Terr Plan 453 Lot 98PT Lot 99PT RP 1R5675 Part 38 42.00 FR	2,828.73
11	040-023-041-00 RT 72,000	265 Wellington St E Plan 6446 Lot 6 Lot 7PT 40.39 FR	3,354.32
12	040-025-022-00 CT 143,000 RT 139,000	304 Albert St W Plan 12983 Lot 21 PT Lot 22 Lot 23 99.00 FR	23,815.41
13	040-026-021-00 RT 41,000	55 Cathcart St Plan 4536 Lot 3 30.00 FR	1,559.43

14	040-027-056-00 RT 38,000	47 Wellington St W Plan 2020 Lot 3 47.90 FR	1,608.29
15	050-015-019-00 RT 75,000	409 Second Ave Plan 6503 Lot 296PT Lot 297 PT 40.00 FR	3,236.99
16	050-018-061-00 RT 87,000	305 Selby Rd Plan 7602 Lot 79 Lot 80 70.00 FR	5,601.80
17	050-023-035-00 RT 107,000	657 Farwell Terr Plan 7602 PT Lot 623 PT Lot 622 RP 1R1635 Part 1 52.10 FR	5,684.98
18	050-025-093-11 RT 209,000	43 Rossmore Rd Plan M305 Lot 11 PCL 6166 AWS RP 1R2159 Part 11 60.00 FR	9,872.70
19	050-028-031-00 RT 66,000	144 Churchill Ave Plan 12898 Lot 12 PT 34.00 FR	3,420.17
20	050-060-100-00 RT 32,500	1803 Peoples Rd Sec 12 SW1/4 PT 132.08 FR	1,755.19
21	060-005-115-00 RT 90,000	83 Glasgow Ave Plan 1598 Lot 388 to 392 PT RP 1R1915 Part 2 74.90 FR	3,670.71
22	060-027-105-00 RT 22,500	358 Dryden Ave Plan 2539 BLK 5 Lot 28A and PT Lot 28 and RP 1R10653 Part 2 57.30 FR	1,137.92
23	060-040-294-00 RT 177,000	112 Chippewa St Plan 7000 Lot 7PT RP 1R1683 Part 1 Rp 1R1844 Part 2 70.25 FR	8,570.91
24	060-041-024-00 RT 99,000	29 Atwater St Plan H526 Lot 29E1/2 RP 1R2272 Part 83 29.02 FR	3,911.00
25	060-045-002-02 RT 106,000	1100 Second Line W Sec 28 SE1/4 PT RP 1R7280 Part 2 353.79 FR	3,179.51
26	060-045-011-07 RT 4,100	0 Third Line W Sec 28 NW1/4 PT Part 2 42.64 FR	205.74
27	060-045-032-00 RT 11,500	79 Anderson Rd Plan H452 Lot 19 100.00 FR	569.37
28	060-052-192-00 RT 179,000	780 Third Line W Korah Pt Sec 22 RP 1R12956 Parts 1 to 4 and 13 20.57 FR	9,651.79
29	060-085-042-00 RT 331,000	208 Pointe Louise Dr Plan M241 Lot 13 Lot 14 PCL 11614 AWS RW Over Plan M241 BLK A BLK B PCL 4549 AWS 200.00 FR	16,263.00



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

July 17, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Christine Pascall, CPA, CA Manager of Accounting & City Tax Collector

DEPARTMENT: Corporate Services

RE: Property Tax Appeals

PURPOSE

Staff is seeking Council approval of property tax appeals as required pursuant to Section 357 of the Municipal Act.

BACKGROUND

A listing of applications received for adjustment of realty taxes pursuant to Section 357 of the Municipal Act is attached to this report.

ANALYSIS

The Municipal Property Assessment Corporation has recommended the amount of the assessment to be adjusted.

FINANCIAL IMPLICATIONS

There is an annual budget allocation for tax write-offs. The decreased revenue of \$190.75 can be accommodated within the existing budget allocation.

STRATEGIC PLAN / POLICY IMPACT

Not applicable

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Manager of Accounting & City Tax Collector dated 2017 07 17 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.

Property Tax Appeals

2017 07 17

Page 2.

Respectfully submitted,

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

Christine Pascall, CPA, CA
Manager of Accounting and City
Tax Collector
705.759.5276
c.pascall@cityssm.on.ca

APPLICATION TO COUNCIL TO CANCEL
OR REFUND PROPERTY TAXES PURSUANT TO SECTION 357
OF THE MUNICIPAL ACT, 2001

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
PROPERTY TAX APPEALS

DATE: 2017 07 17
PAGE: 1 of 1

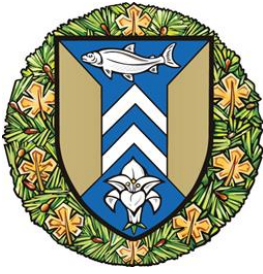
2016

ROLL NUMBER	PROPERTY ADDRESS	PERSON ASSESSED	TAX CLASS	REASON	APPEAL NO.	TAXES	INTEREST	TOTAL
060-002-078-01	00696 McKenzie Avenue	Destiny Christian Centre (Algoma)	RT	A	16-047	49.24	0.00	49.24
060-004-064	00166 Pittsburg Avenue	Milkovich James	RT	D	16-048	24.14	-	24.14
060-070-056	00413 Sunnyside Beach Rd	McQueen Fred Harold Cameron McQueen Margaret E.	RT	D	16-049	117.37		117.37

REPORT TOTAL 190.75 0.00 190.75

A. REALTY TAX CLASS CONVERSION
B. BECAME EXEMPT AFTER RETURN OF ROLL
C. RAZED BY FIRE AFTER RETURN OF ROLL

D. DEMOLISHED AFTER RETURN OF ROLL
E. OVERCHARGED BY REASON OF GROSS OR MANIFEST CLERICAL ERROR
F. REAL PROPERTY THAT COULD NOT BE USED FOR A PERIOD OF AT LEAST
3 MONTHS DUE TO REPAIRS OR RENOVATIONS



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

COUNCIL REPORT

July 17, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Victoria Prouse, Planner

DEPARTMENT: Community Development and Enterprise Services

RE: Ontario Municipal Commuter Cycling Program Funding

PURPOSE

This report recommends an application to the Ontario Municipal Commuter Cycling Funding Program (OMCCP) and seeks approval to commit to covering 20% of implementation costs of the identified projects.

BACKGROUND

On May 8, 2017, Planning staff presented an Active Transportation Implementation Strategy for 2017-2020. This strategy identified a series of projects including cycle lanes, multiuse paths, signage, and amenities. The purpose of this Implementation Strategy was to develop a robust cycling network throughout the City to encourage utilitarian cycling and connect residential neighbourhoods with employment, commercial, institutional, and recreational destinations. If fully implemented, approximately 95% of the city's population would be within 800m (a five minute walk of an active transportation facility). City Council approved this strategy in principle, subject to funding availability.

On May 27, 2017, the Ontario Ministry of Transportation launched OMCCP: a four year, cost-shared program where funding is available to support up to 80% of costs associated with implementation of eligible commuter cycling projects. There is \$42.5 million available for municipalities across Ontario for this year.

Municipalities must submit a list of commuter cycling capital projects, including anticipated eligible project costs, that they could implement using OMCC funds. For each year of the program, municipalities may request to update the approved project list. Projects must be completed by December 31, 2020 to utilize the funding.

ANALYSIS

The deadline to submit an application for this year is August 18, 2017. Funding will be announced on September 25, 2017. The projects being recommended for

consideration were identified in the Active Transportation Infrastructure Implementation Plan. Specifically, the establishment of cycle lanes on Pine Street, North Street, MacDonald Avenue, Korah Road, Lake Street, Willoughby/Wawanash Avenues, and Goulais Avenue are recommended for submission as potential projects. If OMCCP funding is received, each project will be subject to Council approval. Implementing bicycle parking will also be submitted for consideration.

FINANCIAL IMPLICATIONS

Municipalities will be directly funded using an allocation formula based on a combination of commuter cyclists and population. This is based on a base funding of \$25,000 and the remaining funding being based on the municipality's population and number of commuter cyclists.

In conversations with the Ministry of Transportation it is anticipated that the City of Sault Ste. Marie would be eligible for approximately \$250,000. This would enable an implementation budget of approximately \$312,500. The program was recently announced for the 2017 fiscal year and therefore was not part of the 2017 Capital Budget. In order to leverage City funds for this grant opportunity, funding has to be identified out of the budget process. There are available uncommitted funds in the 5% Subdivider Reserve Fund to cover the City's share for 2017. Pursuant to the Planning Act 1990 section 42(1) and 51.1(1) these funds represent payment in lieu of conveyance as a condition of development or agreement of subdivision and must be used for park and other public recreational purposes. The identified potential projects from the Active Transportation Infrastructure Implementation Plan qualify as other public recreational purposes.

STRATEGIC PLAN / POLICY IMPACT

The Corporate Strategic Plan identifies Quality of Life as a focus area. This initiative also aligns with the Infrastructure focus area, specifically developing new infrastructure that supports sustainability and active living. These projects are also identified in the Cycling Master Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Planner dated 17 July 2017 be accepted as information and that Council authorize staff to submit an application to the Ontario Municipal Commuter Cycling Program with the City's share of \$62,500 to be taken from the 5% Subdivider Reserve Fund.

Respectfully submitted,

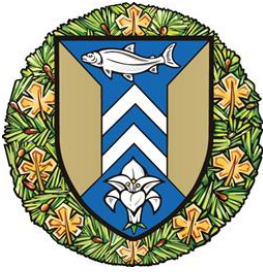
A handwritten signature in dark blue ink, reading "Victoria Prouse". The signature is written in a cursive, flowing style.

Victoria Prouse, MPI, MSc

Planner

705.759.5373

v.prouse@cityssm.on.ca



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

COUNCIL REPORT

July 17, 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: Sault Ste. Marie Slo-Pitch League Agreement – Player Shelters

PURPOSE

The purpose of this report is to request Council's approval to enter into an agreement with the Sault Ste. Marie Slo-Pitch League in reference to their contribution of materials required to build ten (10) new player shelters to be installed at five (5) Slo-Pitch fields at Strathclair Sports Complex.

BACKGROUND

This project was initiated in order to provide players with shelter from the sun and inclement weather conditions. Sault Ste. Marie Slo-Pitch League has engaged an architect to design the player shelters and will purchase and supply the materials required to build the player shelters.

ANALYSIS

Staff is recommending that Council authorize entering into an agreement with Sault Ste. Marie Slo-Pitch League regarding their contribution of materials required to build ten (10) new player shelters to be installed at five (5) Slo-Pitch fields at Strathclair Sports Complex.

FINANCIAL IMPLICATIONS

Public Works Engineering Services - Carpentry division will be providing the labour to build and install the 10 player shelters. Labour costs will be covered within the operational budget.

The City would assume ownership and as a result be responsible for the ongoing maintenance and repairs which is minimal.

STRATEGIC PLAN / POLICY IMPACT

This item is not specifically identified in the Corporate Strategic Plan but was identified in the Parks and Recreation Master Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

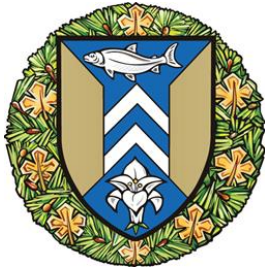
“Resolved that the report of the Manager of Recreation and Culture dated 2017 07 17 concerning Sault Ste. Marie Slo-Pitch League Agreement – Player Shelters be received and Council authorize staff to enter into an agreement with Sault Ste. Marie Slo-Pitch League in reference to their contribution of materials required to build and install 10 player shelters at Strathclair Sports Complex, slo-pitch field ‘A’.”

“The relevant By-law 2017-151 appears elsewhere on the agenda and is recommended for approval.”

Respectfully submitted,



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



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

COUNCIL REPORT

July 17, 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: Designated Heritage Property Grant – 36 Herrick St.

PURPOSE

The purpose of this report is to seek Council's approval of a grant of \$3,000 toward the cost of work to be completed on 36 Herrick St. which is a designated heritage property.

BACKGROUND

The Sault Ste. Marie Municipal Heritage Committee (S.S.M.M.H.C.) received a Designated Heritage Property Grant application (attached) in May of 2017 from Jared MacKinnon and Marisha Caswell owners of 36 Herrick St. to assist with the replacements of windows, foundation and brick repairs.

The Herrick Street residence is a heritage building designated under Part IV of the Ontario Heritage Act in 1995.

The Sault Ste. Marie Municipal Heritage Committee is a committee of City Council committed to the identification and preservation of buildings, structures and lands that are of cultural and/or historical value or interest, and to initiate and promote a conservation ethic and a climate of responsible stewardship of the community's cultural heritage assets.

The Designated Property Grant Program, administered by the Sault Ste. Marie Municipal Heritage Committee was established to assist owners of properties designated under Part IV of the Ontario Heritage Act. Owners of designated heritage properties within the City of Sault Ste. Marie are eligible to receive grants toward the conservation and restoration of their heritage properties.

Through the Designated Property Grant Program, owners may apply to receive one grant per calendar year for work done on the heritage features of their designated heritage property or on specific structures which ensure the ongoing

integrity of their heritage property. The grants do not exceed 67% of the approved project cost and are generally limited to a maximum of \$3,000 for a single applicant however exceptions have been made.

ANALYSIS

Built in 1889 in Second Empire Style, 34 Herrick Street is arguably the first known brick house constructed in Sault Ste. Marie.

At their meeting on July 7, 2017 the S.S.M.M.H.C. reviewed the application from Jared MacKinnon and Marisha Caswell owners of 36 Herrick St. for repairs to the foundation and brickwork and replacement 5 windows on the first floor. The estimated cost of the project is \$5308.93.

The following resolution was passed at the July 7, 2017 meeting of the S.S.M.M.H.C:

Moved by: C. Tossell

Seconded by: D. Greenwood

“Resolved that the Sault Ste. Marie Municipal Heritage Committee recommend a designated heritage property grant of \$3,000 to Jared MacKinnon and Marisha Caswell owners of 36 Herrick St. for repairs to the foundation and brickwork as well as the replacement of 5 windows of bricks as presented in their application dated May 2, 2017; and further that final payment be based upon the submission of paid contractor’s invoices and upon final approval of the work by the S.S.M.M.H.C; and further that the funds come from the Designated Heritage Grant account and further that a report be sent to City Council for their approval.”

CARRIED

FINANCIAL IMPLICATIONS

The 2017 budget for designated heritage property grants is \$12,000. Currently, there is \$6,000 remaining that has not been committed.

STRATEGIC PLAN / POLICY IMPACT

Focus Area – Quality of Life: Promotion of our City’s arts, culture, historic and heritage sites is an essential component in achieving economic health.

RECOMMENDATION

It is therefore recommended that Council take the following action:

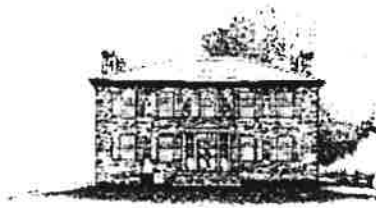
“Resolved that the report of the Manager of Recreation and Culture dated 2017 07 17 concerning a designated heritage property grant received from Jared MacKinnon and Marisha Caswell owners of 36 Herrick St. and that the

recommendation of the Sault Ste. Marie Municipal Heritage Committee that a grant in the amount of \$3,000 be provided towards the repairs of the foundation and brickwork, as well as, the replacement of 5 windows and further that payment be rendered upon submission of the paid contractor's invoices and final approval of the project by the Sault Ste. Marie Municipal Heritage Committee and further that the funds come from the Designated Heritage Property Grant budget, be approved."

Respectfully submitted,

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

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



Sault Ste. Marie Municipal Heritage Committee

APPLICATION FOR A DESIGNATED PROPERTY GRANT

To be completed by the applicant and returned to the Sault Ste. Marie Municipal Heritage Committee, c/o the Manager Recreation & Culture.

Note: In order to be eligible for this grant, properties must be within the City of Sault Ste. Marie and designated under The Ontario Heritage Act, 1975. For specific criteria refer to the document "Guidelines for the Application of a Designated Property Grant."

1. Applicant

Name Jared MacKinnon and Marisha Caswell	Telephone (include area code)
Address 36 Herrick St, SSM, ON	Postal Code P6A 2T6

2. Property for which application is being made: 36 Herrick St

3. Have you previously received a Designated Property Grant for this property?

☐ Yes ☒ No (If "Yes, give date and amount)

Date	Amount

4. Provide a description of the project and cost breakdown. Include details such as materials to be used, sizes, mortar mixes, etc. Enclose all drawings, project photos and/or other material necessary for a complete understanding of the proposed work (use additional sheets as required). Please include any available historic photographs.

Description	Cost
Foundation repairs to front bay (per attached quote)	419.98
Replacement of 1st floor windows (per attached quote)	4,217.54
Rear brick repair (per attached quote)	671.41

5. List all sources and amounts of funding requested for project

Heritage Grant Amount	Amount \$ 3,000.00
Other Level of Government Funding	\$
Private Funds	\$ 2,308.93

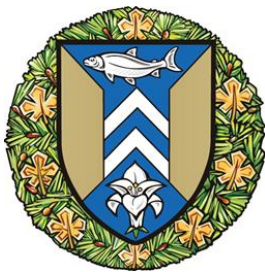
I certify that to the best of my knowledge the information provided in this application for a Designated Property Grant is accurate and complete.

Applicant *J MacKinnon* *M Caswell* **Date** May 2, 2017

Nothing contained in this application relieves the applicant from obtaining required Municipal Permits. All work must be carried out in accordance with the requirements of the Ontario Building Code, Municipal By-laws and the City of Sault Ste. Marie Purchasing Policy.

To be completed by the applicant and returned to the Sault Ste. Marie Municipal Heritage Committee c/o the Manager of Recreation and Culture

Personal information on the Application for a Designated Property Grant is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990 M.C.M. 56 and will be used solely to determine applicable information necessary for application. Questions about this collection should be directed to the Sault Ste. Marie Municipal Heritage Committee, c/o the Manager of Recreation & Culture Division.



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

COUNCIL REPORT

July 17, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Donald B. McConnell MCIP, RPP
Director of Planning & Enterprise Services

DEPARTMENT: Community Development and Enterprise Services

RE: Official Plan Review – Population Projections

PURPOSE

The purpose of this report is to seek Council approval of the By-law concerning an Agreement with Dillon Consulting Limited for a report on population, employment and housing projections, and commercial and industrial land needs analysis.

BACKGROUND

The Planning Act requires that all municipalities have an Official Plan. The OP's policies reflect the community's vision for land use and the built environment and align municipal policy with the Provincial Policy Statement and the Northern Ontario Growth Plan. The OP is the most powerful policy tool a municipality has to guide community development as all municipal projects, policies and bylaws must conform to its vision and policies.

Sault Ste. Marie's long-term prosperity, environmental health and social well-being depend on wisely managing change and promoting efficient land-use development patterns in support of a strong, livable and sustainable community. The city's physical layout and built environment significantly impact residents' quality of life.

The Planning Act requires communities to conduct a review of the official plan every five years. As the City's current OP was approved in 1996, a new Official Plan is required. This document will ensure the community will benefit from a vision and land-use policies that reflects both Sault Ste. Marie's current socioeconomic context and articulates the community's goals for the next 20 years.

This review will occur simultaneously with other community development initiatives. In particular, the insights gained from the Corporate Strategic Plan and Community Adjustment initiative will add significant value to the OP planning process.

ANALYSIS

The scope and complexity of a new official plan necessitates additional resources. To ensure the new official plan achieves the city's objectives and the process is collaborative, efficient and contextually relevant to Sault Ste. Marie, staff is recommending that the majority of plan be prepared in-house.

However a consultant is required to undertake population/employment/housing projections and a land needs analysis. This work involves sophisticated quantitative modeling techniques that are most efficiently conducted by specialized consultant. The study findings will comprise the basis of the new Official Plan's land-use and growth policies.

To undertake this work, a Request for Proposals was issued in accordance with the City's procurement policy for retaining consultants. Proposals were received from the following five firms.

- Dillon Consulting Limited
- Hemson Consulting Limited
- Northstar Consulting
- Watson and Associates
- WSP

The fees proposed were within the staff approval levels as authorized in the Purchasing By-law. Subsequent to the proposal evaluation, this project was awarded to Dillon Consulting Limited at an upset limit of \$41,935 plus HST.

The committee unanimously recommends that this work be awarded to Dillon Consulting Limited. Bylaw 2017–145 appears elsewhere on Council's agenda to approve an agreement with the firm.

FINANCIAL IMPLICATIONS

As part of the 2017 budget, City Council approved \$250,000 for the new Official Plan project. The recommended proposal is below the preliminary budget estimate of \$55,000 for this study. The remaining funds will be used for an extensive community engagement program and other resources as required.

STRATEGIC PLAN / POLICY IMPACT

The Official Plan is an important policy document for achieving identified community priorities. The Corporate Strategic Plan and Official Plan are closely linked. Accordingly, new OP policies will be crafted to support the Vision, Values and Strategic Focus Areas of the Strategic Plan.

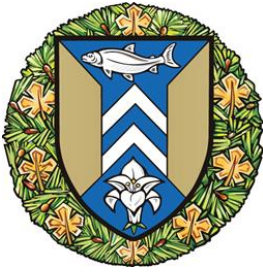
RECOMMENDATION

The relevant By-law 2017-145 is listed elsewhere on the agenda and is recommended for approval.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "D.B. McConnell". The signature is written in a cursive, flowing style.

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



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

COUNCIL REPORT

July 17, 2017

TO: Mayor Christian Provenzano and Members of City Council
AUTHOR: Carl Rumiel, P. Eng., Design & Construction Engineer
DEPARTMENT: Public Works and Engineering Services
RE: Downtown Traffic Study

PURPOSE

The purpose of this report is to obtain Council approval to retain a consultant to provide engineering services associated with a study to determine what, if any, changes should be made to one-way traffic routes in the City's downtown.

BACKGROUND

The Transportation Master Plan recommended investigation into the feasibility of converting downtown streets from one-way to two-way. Further, the Downtown Strategy approved by Council on 2016 11 21 recommends that a two-way traffic evaluation be completed in order to best determine how the downtown streets should be configured. At the 2017 04 24 meeting of Council, an \$80,877 Federal Gas Tax Legacy Fund payment was approved to be used for the funding of this study.

ANALYSIS

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

- WSP
- BT Engineering
- Paradigm Transportation Solutions Limited
- IBI Group Professional Services Inc.
- Dillon Consulting
- Tulloch Engineering
- AECOM
- Morrison Hershfield

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

Based on the committee's results, it is recommended that this work be awarded to IBI Group Professional Services (Canada) Inc.

FINANCIAL IMPLICATIONS

IBI Group's fee estimate included in their proposal submission is \$100,910 including non-refundable HST. This is above the approved funding of \$80,877. Due to the cancellation of a road project earlier in the year, the Finance Department has confirmed that the shortfall of \$20,033 can be accommodated within the 2017 Capital Budget.

City Staff will prepare an engineering agreement that will be brought to Council at a later meeting.

STRATEGIC PLAN / POLICY IMPACT

This report is linked to the new infrastructure and quality of life focus areas of the strategic plan.

RECOMMENDATION

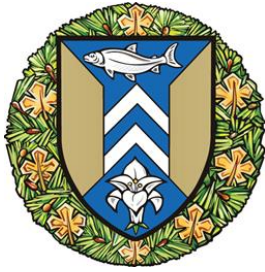
It is therefore recommended that Council take the following action:

Resolved that the report of the Design & Construction Engineer dated 2017 07 17 concerning the Downtown Traffic Study consultant selection be received, and that Council authorize entering into an agreement for engineering services with IBI Group Professional Services (Canada) Inc.

Respectfully submitted,



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



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

COUNCIL REPORT

July 17, 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: Drake Street Pump Station Upgrades

PURPOSE

The purpose of this report is to request by-law approval for an Agreement related to engineering services for the Drake Street Pump Station panel upgrades.

BACKGROUND

The control panel at the Drake Street pump station and associated controls require replacement. Integration of the new equipment with the City supervisory control and data acquisition system (SCADA) will be included in the design. Associated components will also be upgraded enabling ongoing maintenance support through the manufacturer. AECOM completes SCADA programming modifications for the City on an ongoing basis, which is an important portion of the scope of work for this project.

ANALYSIS

The proposed fees and single sourcing are within the staff approval level as authorized in the Purchasing By-law. AECOM is recommended for the engineering work based on Clause 22(3)(a) and (f) in the procurement bylaw, namely standardization of services, and purchase in the best interests of the City.

FINANCIAL IMPLICATIONS

When recoverable HST is removed, the estimated cost for engineering services is approximately \$29,000 to be funded from the sanitary sewer account. Once construction costs are further delineated, an additional request to Council will be brought forward for approval. The project is within the 2017 budget allowance for pump station work.

STRATEGIC PLAN / POLICY IMPACT

This report links to the Strategic Plan focus area of infrastructure, and specifically maintaining existing infrastructure.

RECOMMENDATION

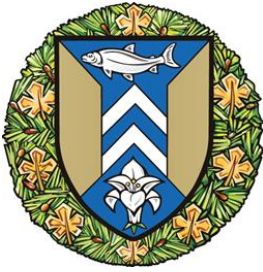
It is therefore recommended that Council take the following action:

The relevant By-law 2017-153 is listed elsewhere on the Agenda and is recommended for approval.

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

July 17, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Elliott, Director of Engineering

DEPARTMENT: Public Works and Engineering Services

RE: 2018 Capital – Engineering Procurement

PURPOSE

The purpose of this report is to obtain Council approval to procure preliminary engineering design services for two potential 2018 capital road projects.

BACKGROUND

The timeline for preliminary capital budget discussion is set for October and final budget approval for December. There is insufficient time to complete engineering design for a timely tender in the spring if engineering services are not procured in the fall. It is necessary to begin the procurement process in the summer.

ANALYSIS

Most potential capital projects listed in the five-year capital plan for 2018 either already have consultants approved in prior years, or they will be done in-house, with two exceptions: the reconstruction of Black Road between Second Line and Third Line, and Bruce Street between Queen and Wellington. The Engineering Division is seeking approval to procure engineering design services in accordance with the purchasing bylaw for these two streets. Individual engineering agreements will be brought to Council for approval in due course in accordance with the bylaw.

It is noted also that local improvement bylaws will be brought to Council in the fall for all potential 2018 capital works projects requiring them, in order that any potential petitions against the works can be thoroughly evaluated for sufficiency prior to final design.

FINANCIAL IMPLICATIONS

It is estimated that engineering services for 2018 projects incurred prior to the 2018 budget approval may be in the order of \$200,000. Sufficient funds are remaining in the approved 2017 Capital budget to cover the estimated design cost to be incurred in 2017.

STRATEGIC PLAN / POLICY IMPACT

Reconstruction of existing roads is linked to the infrastructure component of the strategic plan.

RECOMMENDATION

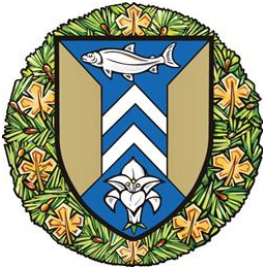
It is therefore recommended that Council take the following action:

Resolved that the report of the Director of Engineering dated 2017 07 17 concerning the 2018 capital road projects be received, and the recommendation that engineering design services be procured for Bruce Street between Queen and Wellington, and Black Road between Second and Third Lines, be approved.

Respectfully submitted,

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

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



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

COUNCIL REPORT

July 17, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Peter Johnson, Deputy Fire Chief

DEPARTMENT: Fire Services

RE: Firefighter Recruitment Process

PURPOSE

The purpose of this report is to provide information to Mayor and Council on the feasibility and outline (stages) of a Firefighter Recruitment process.

BACKGROUND

At its meeting of June 12, 2017, Council directed staff a report be provided regarding the firefighter recruitment process as follows:

“Whereas Sault Ste. Marie Fire Services routinely maintained an active reserve list of qualified candidates to fill vacant positions within the department and;

Whereas the department recently eliminated the active reserve list and;

Whereas the current make up and demographic profile of the department indicates the there will likely be more retirements within the next few years and;

Whereas it may be prudent for the City to re-establish a reserve list of qualified candidates to fill the anticipated openings and;

Whereas the establishment of such a list will make the process of filling these positions more efficient and timely.

Now therefore be it resolved that Council ask appropriate City staff to report on the feasibility of re-establishing a qualified reserve list to meet the anticipated needs within fire services and to identify measure that will ensure that any potential list and its implementation will be fair and equitable to all potential candidates.”

In October of 2015 the re-alignment of Fire Services was approved. The re-alignment called for the reduction of up to twenty (20) Firefighters. The staffing of

the Operations Division at that time was eight-eight (88) personnel. With ongoing retirements of personnel in the Operations Division, the Department is approaching the twenty (20) positions. In order to facilitate a seamless hiring process, a recruitment process has had to be established to be able to meet staffing needs expected in the very near future.

ANALYSIS

The Firefighter recruitment process is a lengthy undertaking. The framework of the recruitment process is similar to previous campaigns although there are changes being introduced to ensure the process is current and meets best practices in the fire service industry.

The process begins by establishing the requirements that must be met in order to apply for the position. Once an individual applies they shall provide proof of meeting the requirements. This will advance the applicant to the written examination.

The written examination will consist of two (2) exams. The first exam will be the Cooperative Personnel Services (CPS) Firefighter Entry Level aptitude exam. The CPS is a cognitive test (study and recall) of selected knowledge, skills and aptitudes necessary to succeed as a fire fighter in today's environment. This entry-level test helps identify those candidates who will perform well in training and go on to perform successfully on the job. The second exam will be the OS-Fire Fighting Assessment. The OS-Fire Fighting is a Functional Characteristics/Readiness Assessment based on functional characteristics (non-cognitive) that are essential for effective fire fighter performance. This assessment is based on specific occupational characteristics and critical attributes for trainees and incumbents in the maintenance of public safety in fire and emergency situations.

Those candidates that are successful in passing the two (2) written exams will proceed to the Fitness Test. This tests the candidate's physical fitness. Upon successful completion of this assessment candidates will proceed to the Physical Ability Test. A Firefighter must perform extremely demanding tasks that require high levels of flexibility, cardiopulmonary endurance, muscular strength and muscular endurance. Only those candidates that pass this portion of the test will proceed to the next step.

Included in this stage are the Acrophobia Test and Claustrophobia Test. The Acrophobia Test will require a candidate to climb a predetermined height on an aerial apparatus wearing a harness for safety purpose. Once at the desired height the candidate will be asked to anchor and lean backwards on the ladder and look down at the operator. Once this is complete the candidate will descend the ladder. The Claustrophobia Test requires the candidate to wear a blacked out face piece, then proceed through a maze from an entry to an exit point.

Once the Fitness and Physical Ability Tests are complete candidates will perform a Mechanical Skill Test. Candidates will be given a mechanical tool that will be

required to start. A visual safety check and inspection must be done and proper start-up of the tool must take place in order to pass this test.

Also included in this process will be a visual acuity and depth perception test as well as colour vision, hearing and lung function testing.

Those candidates that are successful will proceed to the interview stage. The interviews will be conducted by the Fire Chief, Deputy Fire Chief-Operations and Human Resources. After the completion of first interviews a summative score of all the stages will determine which candidates will be invited back for second interviews.

When the second interviews are complete, a hire list will be developed based on the summative scores of the entire process. This list will remain in effect for a period of three (3) years with no guarantee of employment.

Historically, the Sault Ste. Marie Fire Services recruit list would contain fifteen (15) to twenty (20) potential new recruits. Pending the outcomes of the OFMEM, FUS, and CRA reports, a final decision will be made in this regard, at that time.

FINANCIAL IMPLICATIONS

All costs associated with the testing will be assumed by the candidate applying for employment.

STRATEGIC PLAN / POLICY IMPACT

Service Delivery- The recruitment of Firefighters will ensure that the City of Sault Ste. Marie Fire Service will continue to provide efficient and effective service to the community, resulting in excellent customer service. The recruitment will also develop employees. The new recruits will be valuable assets to existing staff.

RECOMMENDATION

It is therefore recommended that Council take the following action:

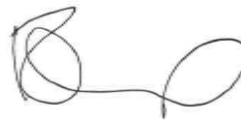
Resolved that the report of the Deputy Fire Chief dated 2017 07 17 concerning the Firefighter Recruitment Process be received as information.

Respectfully submitted,

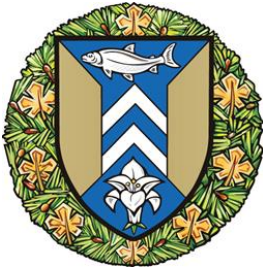


Peter Johnson
Deputy Fire Chief
Fire Services

Recommended for approval,



Paul Milosevich
Acting Fire Chief
Fire Services



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

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

July 17, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Nuala Kenny, City Solicitor

DEPARTMENT: Legal Department

RE: Licence of Occupation – Poker Run Event

PURPOSE

The purpose of this report is to request Council's approval of a Licence to Occupy City Property Agreement (the "Licence Agreement") between the City and the Sault Ste. Marie Economic Development Corporation – Tourism Division ("Licencee") to permit the programming described below to take place on a portion of Foster Drive on August 4th, 2017 for the Poker Run Event.

BACKGROUND

The Licencee contacted the City Legal Department to request permission to hold the Poker Run Event ("Event") on the portion of Foster Drive from St. Mary's River Drive to Brock Street ("City Property"). In preparation for the Event, the Licencee sought and received City Council's approval at the March 6th, 2017 Council meeting to close the aforementioned section of Foster Drive from 4:30 p.m. to 10:00 p.m. on August 4th, 2017.

The Event will consist of programming in the Roberta Bondar Pavilion, which has been reviewed and approved by the City's Community Services Department, and on Foster Drive. More specifically, a series of boats will be parked on their respective trailers on Foster Drive for public viewing.

The set-up for the Event will take place between the hours of 4:30 p.m. and 5:00 p.m., with the Event itself taking place between the hours of 5:00 p.m. and 10:00 p.m. on August 4th, 2017. Clean up and removal of the Event from City Property will be completed by 10:00 p.m. on August 4th, 2017.

ANALYSIS

The Event requires a Licence Agreement for insurance purposes and to confirm the agreement between the City and the Licencee. The Licence Agreement confirms that the Licencee has permission to set up and conduct the

programming at their sole cost, expense and liability at the locations identified in “Schedule A” to the Licence Agreement. The Licence Agreement also confirms the Event’s timeframe, including set-up and clean-up.

The Licence Agreement further contains indemnification clauses such that the Licencee shall be responsible for any costs, expenses and liabilities that in any way result from the Event. Furthermore, the Licence Agreement requires the Licencee to maintain insurance in the amount of \$5,000,000, naming the City as “Additional Insured”.

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

FINANCIAL IMPLICATIONS

There is no significant financial impact associated with this matter.

STRATEGIC PLAN / POLICY IMPACT

Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

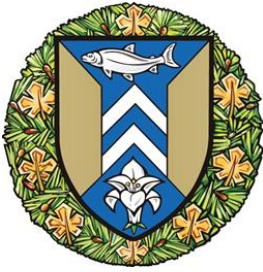
By-law 2017-150 which authorizes a Licence to Occupy City Property Agreement appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Nuala Kenny
City Solicitor

NK/ac



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

COUNCIL REPORT

July 17, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: GLO – Production – Licence to Occupy City Property Agreement

PURPOSE

The purpose of this report is to request Council's approval of a Licence to Occupy City Property Agreement (the "Licence Agreement") between the City and Giant Little Ones Film Inc. (the "Licencee"), to permit the use of City owned Land in order to produce a film (the "Production").

BACKGROUND

The Licencee contacted EDC, and later, the City Legal Department to request permission to produce a film using various parcels of land, including, but not limited to City Streets, Parks, and Facilities ("City Property").

Given the Production's restrictive schedule, the Licencee has started filming at various private properties around the City and will continue until August 9th, 2017, should Council approve the Licence Agreement. The Production consists of 15 locations around the City, does not require any temporary street closures, and all planned activities have been canvassed with City staff, Fire, and Police Services.

The Licencee has filmed in various Municipalities without issue and has demonstrated due diligence in contacting constituents affected by the Production, reaching out to City Staff, and organizing the required support teams. This includes, but is not limited to, engaging paid duty officers and making appropriate parking arrangements.

ANALYSIS

The Production requires a Licence Agreement for insurance purposes and to confirm the agreement between the parties. It should be noted that a satisfactory insurance certificate in the amount of \$5,000,000.00 was provided to the City's Legal Department prior to the Licencee filming within the City.

The Licence Agreement confirms that the Licencee has permission to film, at its sole cost, expense and liability at the locations identified in Schedule “A” to the Licence Agreement.

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

The Licence Agreement further confirms that the Licencee is entitled to the use of all photographs and their content.

Furthermore, the Licence Agreement contains a provision that permits the City and/or Emergency Personnel to interfere with the Production, at the sole discretion of the City and/or Emergency Personnel, if required.

FINANCIAL IMPLICATIONS

There is no significant financial impact associated with this matter.

STRATEGIC PLAN / POLICY IMPACT

No impact on strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

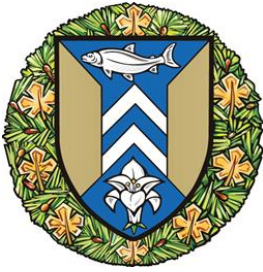
By-law 2017-154 authorizing the execution of the Licence to Occupy City Property Agreement appears elsewhere on the agenda and is recommended for approval.

Respectfully submitted,



Jeffrey King
Solicitor/Prosecutor

JK/da



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

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

July 17, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Amended Lease – 363 Wellington Street West

PURPOSE

The purpose of this report is to request Council's approval to execute an Amending Lease to a Lease between the City and Kevin Belsito (the "Tenant") to permit the Tenant to make changes or improvements to City property located at 363 Wellington Street West (the "City Property") within the scope of the intended use of the property.

BACKGROUND

In the winter of 2015, the Tenant expressed interest in leasing the City property adjacent to his property at 355 Wellington Street West. The Tenant has renovated his property for use as a multi-residential unit and uses the City Property as additional parking. The Tenant would now like to make improvements to the property by repairing the existing asphalt.

ANALYSIS

The Amending Lease, found elsewhere on City Council's Agenda amends an existing clause in the Lease in order to allow the Tenant to make changes and improvements to the City Property at the Tenants sole expense. Furthermore, the Amending Lease changes the insurance requirement from \$2,000,000.00 to \$5,000,000.00 to maintain consistency with the City's existing policy and permit's a right of entry to the City without the need to replace or repair damages caused upon said entry to any improvements carried out by the Tenant.

The request was circulated to various City Departments and no objections arose.

FINANCIAL IMPLICATIONS

There are no significant financial implications associated with this matter.

STRATEGIC PLAN / POLICY IMPACT

No impact on strategic plan.

Amended Lease – 363 Wellington Street West

2017 07 17

Page 2.

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2017-152 authorizing the execution of the Amending Lease appears elsewhere on the agenda and is recommended for approval.

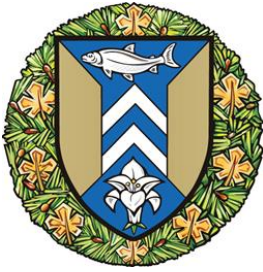
Respectfully submitted,



Jeffrey King
Solicitor/Prosecutor

JK/mw

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

COUNCIL REPORT

July 17, 2017

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: BK Marketing Services Assignment Agreement

PURPOSE

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

BACKGROUND

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

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

ANALYSIS

Pursuant to Section 8 of the Agreement, BK Marketing Services is entitled to the request the City's consent to the assignment of the Agreement. Given that Sudbury Wolves Hockey Club Ltd. and BK Marketing Services have entered into a Purchase Agreement on July 29, 2016 and is to be the holder of all assets,

including contracts, is deemed viable, and are up to date on all payments to the City, the Assignment is recommended.

FINANCIAL IMPLICATIONS

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

STRATEGIC PLAN/POLICY IMPACT

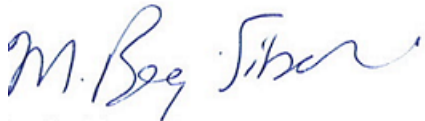
Not Applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

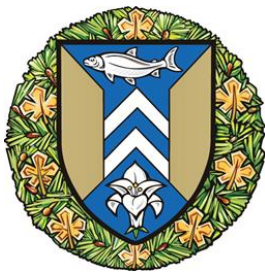
By-law 2017-142 is located elsewhere on your agenda and authorizes the Assignment Agreement between the City, BK Marketing Services and Sudbury Wolves Hockey Club Ltd., and is recommended for approval.

Respectfully submitted,

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

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior
Litigation Counsel

MBS/da



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

COUNCIL REPORT

July 17, 2017

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Legal Department

RE: Licence Extension on Provincial Lands

PURPOSE

The purpose of this report is to update Council on the status of the Licence Agreement between the City and the Ministry of Transportation that permits the City to use property owned by the Ministry of Transportation (the "Subject Property") while matters related to the widening of Black Road are being finalized.

ATTACHMENT

The Licence Agreement is attached as Schedule "A".

BACKGROUND

On July 18, 2016 Council passed By-law 2016-111 authorizing the execution of a Licence Agreement (the "Agreement") between the City and the Ministry of Transportation, facilitated by the Ontario Realty Corporation (the "ORC"). This Agreement allowed the City to access the Subject Property until such time as the transfer of the Subject Property is complete.

The Agreement took effect on September 23, 2016 and has a one year term. Matters related to the property acquisition are underway, however will not be completed before the expiry of the Agreement term.

ANALYSIS

Pursuant to the Agreement, the City is required to provide notice in writing to the ORC to request an extension of the Agreement. Notice was provided on May 8, 2017. ORC has granted an extension of the Licence Agreement on the same terms for an additional year.

FINANCIAL IMPLICATIONS

Not applicable.

STRATEGIC PLAN / POLICY IMPACT

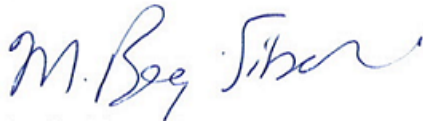
Not applicable.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Assistant City Solicitor/Senior Litigation Counsel dated 2017 07 17 concerning the extension of a Licence Agreement between the City and the Ministry of Transportation regarding use of property at Black Road be received as information.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'M. Borowicz-Sibenik', is written over a faint, circular official stamp.

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior
Litigation Counsel

MBS/sp

Ministry of Transportation
Engineering Office
Property Section
Northeastern Region
447 McKeown Avenue, Suite 301
North Bay, ON P1B 9S9
Tel: (705) 497-6813
Fax: (705) 497-5509

Ministère des Transports
Bureau du génie
Section des biens immobiliers
Région du Nord-Est
447 McKeown Avenue, bureau 301
North Bay ON P1B 9S9
Tél: (705) 497-6813
Télé: (705) 497-5509



Ontario

April 22, 2016

The Corporation of the City of Sault Ste Marie
P.O. Box 560
99 Foster Drive
Sault Ste Marie, ON P6A 5N1

Attention: Melanie Borowicz-Sibenik, Assistant City Solicitor

Dear Ms. Borowicz-Sibenik

RE: Letter of Licence Agreement
L. M. File: N-06258
Firstly: Part of Lots 1 & 2, Concession 4
Ministry Plan P-8144-7, Township of St. Mary's
Secondly: Part of NE ¼ of Section 33
Ministry Plan P-8144-8, Township of Tarentorous
Both now in the City of Sault Ste Marie
District of Algoma, Black Road

The Corporation of the City of Sault Ste Marie ("City") has made it known to the Ministry of Transportation Ontario ("Ministry") that it wishes to purchase Ministry lands located in Firstly: Part of Lots 1 & 2, Concession 4, Township of St. Mary's and Secondly: Part of the NE1/4 of Section 33, Township of Tarentorous, both now in the City of Sault Ste Marie, as shown on the sketch, a copy of which sketch is attached hereto as Schedule A, which sketch forms a part of this agreement, herein after referred to as the "Ministry lands".

Further to your request to purchase the Ministry lands and by this letter, in the interim the Ministry grants City, a licence to access and carry out the necessary work to construct the Black Road widening on Ministry lands, at the City's own expense, upon the following terms and conditions:

1. The Ministry grants to City, an interim licence for a one-time fee of \$2.00 (receipt of which is hereby acknowledged), to access or to have an agent of City access Ministry lands for the above noted purposes.
2. City agrees that it does not have any right to use the Ministry lands, except in accordance with the terms and conditions of this licence as contained herein, and that it accepts this licence subject to such limitations as contained herein.
3. It is understood and agreed that this Licence Agreement will be conveyed to City, by this one document. This licence is restricted solely to City and not to any other subsequent parties.
4. City shall not assign or alienate in whole or in part, this Licence Agreement. City shall only use the property as noted above and for no other purposes.
5. The City acknowledges that it will be responsible to pay the Ministry the market value of the Ministry lands required for the Black Road widening. The City further

acknowledges that it will be responsible to have an appraisal completed for the lands required for the Black Road widening and all associated costs for the appraisal.

6. The City further acknowledges that the sale of the Ministry lands required for the Black Road widening may be subject to easement protection. All reference plan, legal and registration costs associated with easement protection will be the responsibility of the City including all associated costs.
7. The City further acknowledges that it will be responsible for all reference plan, legal and registration costs required to complete the transfer of the Ministry lands to the City. All reference plans are to be forwarded to the Ministry for review prior to registration.
8. The term of this licence shall commence upon this Agreement being executed by a Ministry representative and shall terminate one year after that date or upon the registration of a Transfer of the subject lands from the Ministry to City of the Ministry lands. Should the Transfer not be registered and City wishes to continue with the Licence Agreement after one year, City must submit in writing, three months prior to the termination of this Licence Agreement, a request for a renewal at which time the Ministry will review request and the Ministry will also have the right to increase the licence fee should approval be obtained for a renewal.
9. City acknowledges and agrees that all costs incurred in conjunction with this licence shall be at its sole expense including but not limited to all legal, registration and reference plan costs.
10. City acknowledges and agrees that this licence does not in any way whatsoever diminish the rights of the Ministry, the City or any public utility company and their respective agents from entering upon the subject lands for the purpose of constructing, repairing and maintaining or constructing, repairing, maintaining, installing or replacing utilities thereon. It will be the responsibility of City to arrange for utility locates on the Ministry lands. Further City shall be responsible for any damages caused to the land by City or its agents.
11. The Minister, his servants, agents and contractors may enter upon the Ministry lands at any time and place.
12. City shall not undertake any construction, improvements, enhancements, or changes to the Ministry's lands without first obtaining the approval of the Ministry. Furthermore, all construction, improvements, enhancements, or changes to the Ministry's lands that are approved by the Ministry shall be at City's sole expense.
13. All such work under this Licence Agreement shall be in accordance with all legislation, regulations and rules and any necessary permits required shall be the responsibility of City and City shall comply with all legislation that may be applicable.
14. City, further agrees at its sole cost and expense to:
 - i. Minimize disruption to the Ministry lands and vegetation during construction of Black Road widening and if necessary remedy any physical or environmental damage that would result from same, which would include the removal of any fallen trees/vegetation as a result of the said work.
 - ii. Not to perform any acts or carry on any practice which may damage the land.
 - iii. Be responsible for any damage to the adjacent highway or properties, caused as a result access over Ministry lands.
 - iv. Be responsible for all necessary environmental assessments.
 - v. Obtain and keep in force, [and to deliver evidence thereof, if requested by the "Ministry" or its agents or representatives], Public Liability Insurance in the amount of \$5,000,000.00. In all policies, City agrees to name the Ministry of Transportation Ontario as an additional named co-insured, ensure a cross liability

- clause, not to be cancelled or altered except to giving not less than 30 days written notice to the Ministry.
- vi. Not store any equipment, nor dispense any class of chemical or petroleum products on Ministry lands.
 - vii. Not to commit or suffer to be committed any waste upon, or damage to, or any nuisance, other act or thing, which disturbs or interferes with any person on, or adjacent to the Ministry lands.
 - viii. Not to do, or permit anything to be done in, upon or about the Ministry lands which would in any way conflict with any Federal, Provincial laws, ordinances statutes rules and regulations or Municipal by-laws.

15. City shall indemnify and save harmless the Ministry and its representatives from and against all costs or actions, including legal and witness costs, claims, demands, civil actions, prosecutions or administrative hearings, fines, judgements, awards, including awards of costs that may arise as a result of the condition or use by City of the Ministry lands, any order issued in connection with the condition of the Ministry lands, or any loss, damage, or injury caused either directly or indirectly as a result of the condition or use by City of the Ministry lands. This provision is absolute and final and applies whether damages arise out of negligence or otherwise and whether they result in economic loss, injury, or damage to the property and it shall survive the termination of this Agreement.

16. City hereby agrees to forever discharge and release the Ministry, its employees, agents and servants from any claims or demands of any kind whatsoever, past, present and future, arising from or in connection with the use of Ministry lands. This provision shall survive the termination of this Agreement.

17. Any notice or documents ("notice") required under this Agreement is sufficiently given if delivered personally or if sent by ordinary prepaid mail or prepaid courier or facsimile ("fax") to the Ministry or to City.

If you are satisfied with the terms and conditions of this Agreement, please sign both copies; initial all pages as well as Schedule A, to indicate your acceptance of the terms and conditions of this Licence Agreement. Return both copies to this office, so that the appropriate Ministry official can execute the Agreement on behalf of the Ministry. Once the Ministry official has executed the Agreement, you will be provided with a signed copy, whereupon you can enter upon the Ministry's lands.

Laurie Lebeau
Laurie Lebeau
Real Estate Officer

Signed at NORTH BAY this 23rd day of September, 2016

The Corporation of the City of Sault Ste Marie
Per: [Signature] Name: Mayor - Christian Provenzano
Title: Mayor Per: [Signature] Name: Deputy City Clerk - Rachel Tyczinski
Title: Deputy City Clerk
I/We have the authority to bind this corporation

Signed at Sault Ste Marie this 23 day of August, 2016

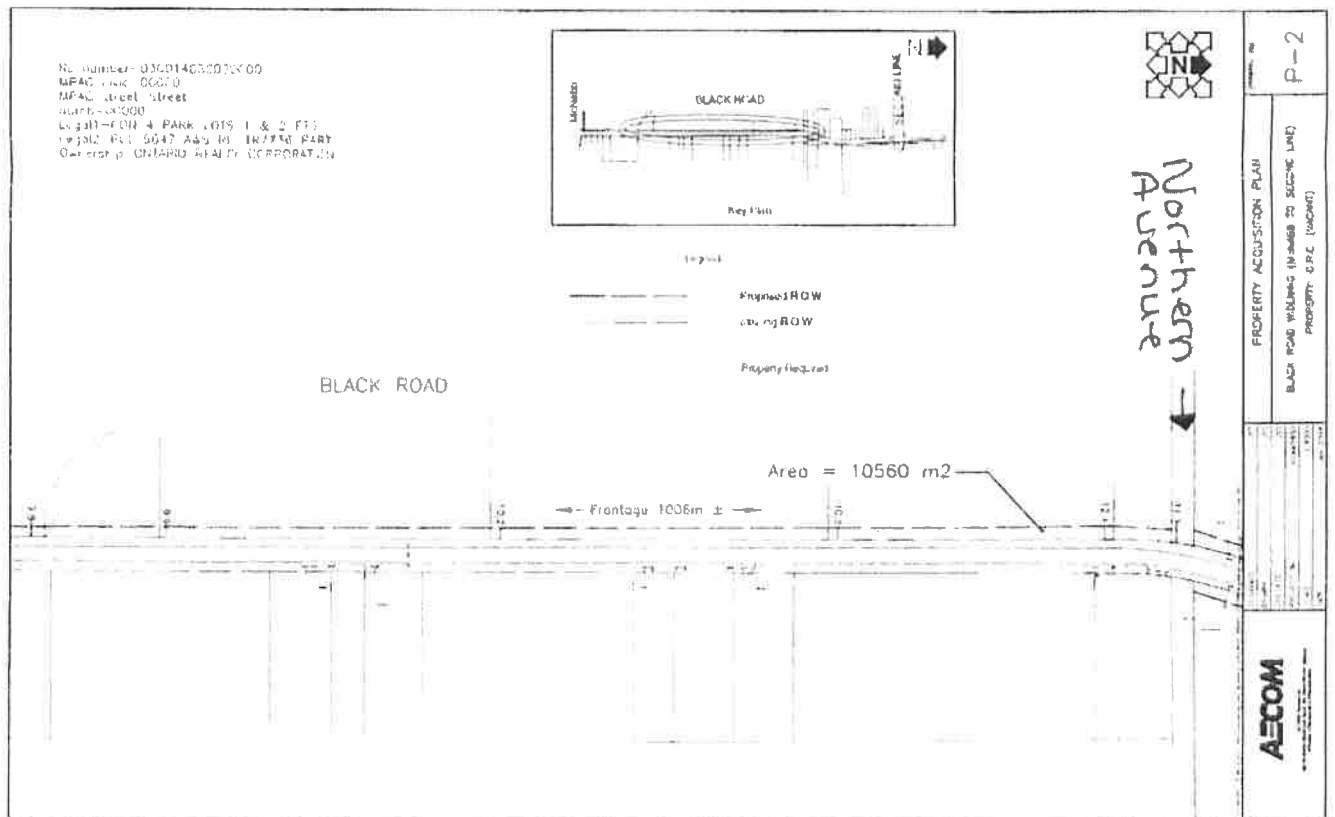
HER MAJESTY THE QUEEN in right of the
Province of Ontario, representative by the
Minister of Transportation for the Province of Ontario

THE MINISTER OF TRANSPORTATION
[Signature]
By delegation to the Regional Director Eric Doidge

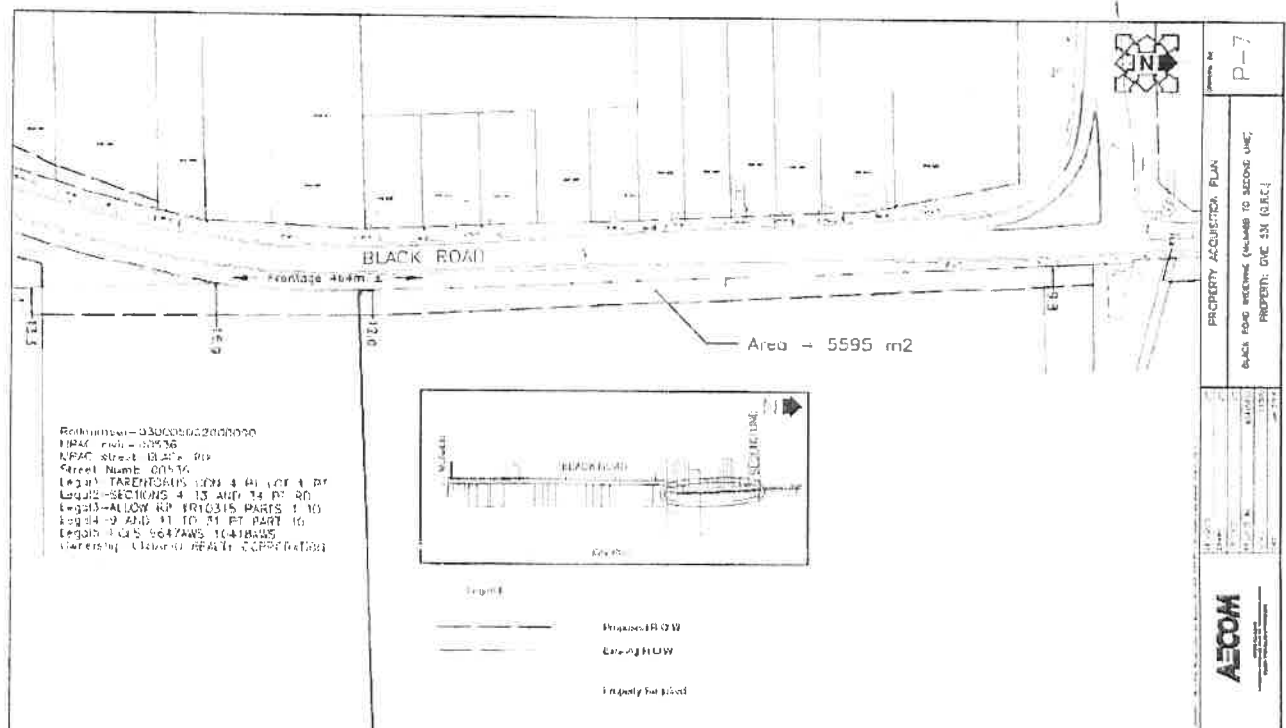
APPROVED BY
CITY OF SAULT STE. MARIE

BY-LAW# 2016-111

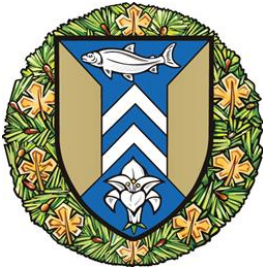
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Phase 1



Phase 2



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

COUNCIL REPORT

July 17, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Reggie's West Ride for ARCH on August 19, 2017

PURPOSE

The purpose of this report is twofold:

- a) to request Council's approval of a Licence to Occupy City Property Agreement (the "Licence Agreement") between the City and Reggie's West (the "Licencee"), to permit the programming described below to take place on a portion of Korah Road on August 19, 2017 for the Reggie's West Ride for ARCH; and
- b) to request Council's approval of an exemption to the City's Noise By-law for activities related to the Event.

BACKGROUND

The Licencee contacted the City Legal Department to request permission to hold a Ride for ARCH event ("Event") on Korah Road from Wallace Terrace to Douglas Street ("City Property"). The same event was held last year on August 20, 2016.

The Event will occur on August 19, 2017 and will consist of a congregation of motorcycles and riders before and after the "ride", a barbeque, a licenced Extended Patio Area of Reggie's West restaurant and live music (collectively referred to as "Programming"). The Extended Patio will comprise of the City Property and the parking lot opposite, owned by the Licencee. The boundaries of the Extension will be established with the use of barricades erected on City Property by the Licencee.

Food preparation and service, alcohol service, additional seating, tents and live music will only be set up on this parking lot and not on City Property. City Property will simply serve as an access way to the parking lot where the Programming is set to occur.

The set-up for the Event will take place beginning at 11:00 a.m. Riders will congregate on City Property before the ride between the hours of 12:00 p.m. and 1:00 p.m., as well as after the ride at approximately 3:00 p.m. Live music is expected to commence between the hours of 2:00 p.m. and 3:00 p.m. and continue until the Event concludes at 12:00 a.m. Food and beverages will be available for the duration of the Event. Clean up and removal of the Event from City Property will be completed by 12:00 a.m. August 20, 2017

ANALYSIS

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

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

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

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

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

FINANCIAL IMPLICATIONS

There is no significant financial impact associated with this matter.

STRATEGIC PLAN / POLICY IMPACT

No impact on strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Reggie's West Ride for ARCH on August 19, 2017

2017 07 17

Page 3.

By-law 2017-148 authorizing the execution of the Licence to Occupy City Property Agreement appears elsewhere on the agenda and is recommended for approval; and

By-law 2017-149, being a by-law to amend Noise Control By-law 80-200 to exempt from the By-law the Reggie's West Ride for ARCH on August 19, 2017 also appears elsewhere on the agenda and is recommended for approval.

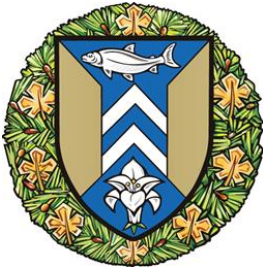
Respectfully submitted,



Jeffrey King
Solicitor/Prosecutor

JK/hh

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

COUNCIL REPORT

July 17, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Jeffrey King, Solicitor/Prosecutor

DEPARTMENT: Legal Department

RE: Amendment to By-law 2012-213 Information Report

PURPOSE

On June 12, 2017, City Council passed the following resolution moved by Councillor J. Hupponen and seconded by Councillor M. Shoemaker:

“Whereas a by-law to prohibit wild or exotic animal exhibitions and performances in the City of Sault Ste. Marie was passed November 19, 2012; and

Whereas not included in the list of animals in Schedule “A” to By-law 2012-213, are domestic animals such as horses and dogs; and

Whereas travelling circuses claim that “positive reinforcement” is the method of training the animals used to entertain an audience; and

Whereas “positive reinforcement” for animals being trained in a circus endure varying levels of punishment, neglect and deprivation, with limited access to food and water; and

Whereas an animal is an animal regardless of whether it is classified as domestic or exotic;

Now therefore be it resolved that the Legal Department be directed to prepare an amending by-law to the existing by-law which incorporates the concerns raised in this resolution.”

The purpose of this report is to provide Council with information relating to By-law 2012-213 and the proposed amendment in order for Council to make an informed decision as to whether to proceed with the amendment.

BACKGROUND

On November 19, 2012 City Council passed By-law 2012-213 to prohibit wild or exotic animal exhibitions in any municipally owned facility or on municipally owned property, with certain exceptions such as domestic horses and dogs.

As discussed above, on June 12, 2017 Council passed a resolution to amend By-law 2012-213 in order to incorporate these exceptions into the prohibition, which include animals not listed in Schedule "A" to the By-law.

ANALYSIS

In 2012 the Legal Department provided Council with a Report regarding a proposed By-law, now By-law 2012-213, to prohibit exotic animal performances and acts. In this Report, the Legal Department cited a case in which a similar By-law passed by Windsor City Council was challenged and declared invalid. This same case is detailed below. In the 2012 Report, the Legal Department outlined the constitutional issues arising from the proposed By-law and recommended Council take no action.

In the early 2000's, the City of Windsor passed a similar By-law restricting performances involving animals within the City. The Windsor By-law was challenged and the matter was heard in the Superior Court of Justice in 2004 in *Xentel DM Inc. v. Windsor (City)*. The Honourable Justice Richard C. Gates declared the By-law invalid and determined that it was outside the City's jurisdiction.

The City of Windsor had argued the By-law was enacted to protect residents and visitors of Windsor from the dangers of exotic animal exhibitions. Gates J. found that this rationale was not supported by any evidence; specifically, there were no facts supporting injuries or deaths of any patrons through their contact with circus animals. Gates J. also found that the discussion at the City Council Meeting preceding the passing of the Windsor By-law focused on the protection of the animals themselves. In light of this, Gates J. found that Council lacked frankness and impartiality in coming to their decision and demonstrated a lack of good faith. Gates J. indicated that if the By-law's purpose had actually been about public safety it may have been saved since it is within Council's purview to legislate with respect to the safety of its citizens. The primary purpose of the By-law however, was animal welfare. Gates J. thus declared the By-law invalid.

Gates J. further determined that the By-law encroached the section 91(27) criminal law power, as it attempted to regulate public morality. Gates J. also found that the showing of exotic animals in a circus-like show was "expression", and therefore the By-law infringed the right to "freedom of expression" guaranteed in the *Canadian Charter of Rights and Freedoms* (the "*Charter*"). A by-law that infringes a *Charter* right may be "saved" and thereby be maintained provided it passes the court's analysis under Section 1 of the *Charter*. With respect to the Windsor By-law, Gates J. determined that it did not satisfy the

Section 1 requirements, as it was not “rationally connected” to its objective since there was no indication of any danger actually posed to Windsor residents.

The City of Windsor did not appeal the decision nor attempt to pass another by-law.

The Town of Cobourg also passed a similar by-law, By-law 59-2004, in 2004 banning exhibitions in which wild or exotic animals are required to perform within the Town, with certain exceptions. No challenges to this By-law have been made to date.

As the case law indicates, By-law 2012-213 in its current form, if challenged, may be held to be invalid and may not withstand a constitutional challenge. As its purpose is animal welfare as opposed to public safety, if challenged, the By-law may be found to be outside the jurisdiction of the City.

Extending this By-law to include animals such as domestic dogs and horses may subject the By-law to further risk of a constitutional challenge, given that additional animals and performances would be incorporated into the prohibition. Such an amendment would have the effect of banning all performances involving animals, including dog shows, which may not be Council’s intention. It is unlikely that shows of this nature have the same harmful impact on animals as those involving exotic animals, such as circuses. The proposed amendment would therefore have the unintended consequence of prohibiting certain events from taking place within the City that Council does not wish to prohibit.

Further, from the Legal Department’s perspective, we recommend Council approach this By-law amendment from a public safety perspective, as opposed to an animal welfare one, given that a municipality has jurisdiction to regulate for public safety. Approaching the amendment from this perspective would strengthen the By-law, decreasing the likelihood of it being declared invalid if challenged. Moreover, staff recommend that Council assess whether acts containing animals are in fact a public safety concern in order to support the rationale for the By-law and the proposed amendment. Establishing this causal connection between animal performances and public safety would further strengthen the By-law. In the absence of such evidence, a by-law preventing all animal acts from performing in the City of Sault Ste. Marie cannot be said to be protecting the public. It would instead simply be restricting an activity from taking place that involves animals. This would make the By-law more susceptible to a constitutional challenge and decrease the likelihood of it withstanding such a challenge.

FINANCIAL IMPLICATIONS

There is no significant financial impact associated with this matter.

STRATEGIC PLAN / POLICY IMPACT

No impact on strategic plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

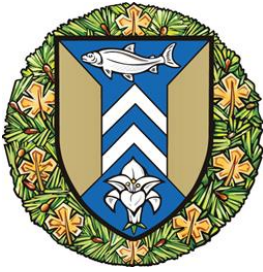
No action at this time with regard to the proposed amendment. In the event Council wishes to proceed with the amendment, it is recommended that Council approach the issue from a public safety perspective as opposed to an animal welfare one.

Respectfully submitted,



Jeffrey King
Solicitor/Prosecutor

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

July 17, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Don Scott, Manager of Transit & Parking

DEPARTMENT: Community Development and Enterprise Services

RE: Municipal Law Enforcement Officers

PURPOSE

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

BACKGROUND

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

ANALYSIS

Not applicable.

FINANCIAL IMPLICATIONS

There is no budgetary impact.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

By-law 2017-143 appears elsewhere on the Agenda and is recommended for approval.

Respectfully submitted,

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

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



2017 07 03

Nuala Kenny, City Solicitor
Legal Department
Civic Centre

RE: MUNICIPAL -LAW ENFORCEMENT OFFICERS

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

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

We request that Schedule "A" be amended to include:

NO.	NAME	EMPLOYER	PROP. LOCATION
711	Mason, Stephen	Riversedge Development	503 Bay Street
712	Koostachin, Andrew	Ontario Finish Resthome	725 North Street
713	Cho, Linda	Jennex Cho Enterprises	129 Second Line West
714	Desando, Alexander	G4S	Sault Area Hospital

And that the following be deleted:

NO.	NAME	EMPLOYER	PROP. LOCATION
369	Carmichael, Mary	Ontario Finish Resthome	725 North Street
512	Dimma, Justin	Norpro	Huron St.Prop/Elgin Tower/GHC/Queen Centre/Davey Home/APH/726 Queen St
589	Twentyman, Daniel	Norpro	Huron St.Prop/Elgin Tower/GHC/Queen Centre/Davey Home/APH/726 Queen St
596	Wagner, Todd	G4S	Sault Area Hospital
532	Savage, Matt	G4S	Sault Area Hospital
660	Sandie, Kevin	Strictly Confidential	The Tech/RJ's Market
636	Klym, Timothy	Norpro	Huron St.Prop/Elgin Tower/GHC/Queen Centre/Davey Home/APH/726 Queen St
654	Pavoni, Jake	Norpro	Huron St.Prop/Elgin Tower/GHC/Queen Centre/Davey Home/APH/726 Queen St
661	Monk, Austin	Norpro	Huron St.Prop/Elgin Tower/GHC/Queen Centre/Davey Home/APH/726 Queen St
673	Carter, Shawn	G4S	Sault Area Hospital
707	Finn, Robert	G4S	Sault Area Hospital

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



**Community Development and
Enterprise Services
Sam Piraino**
Area Coordinator of
Transit & Parking

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

Thank you.

Yours truly,

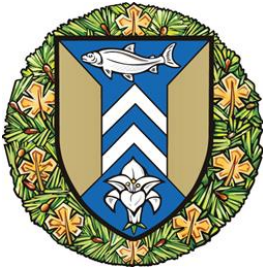
A handwritten signature in blue ink, appearing to read "S. Piraino", is written over a faint blue circular stamp.

Sam Piraino
Area Coordinator of Transit and Parking

SCHEDULE "A"

BADGE	SPECIAL CONSTABLE	EMPLOYER	PROPERTY LOCATION
26	MCLEOD, ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST.
30	RENDELL, VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
109	SEBECIC, JOHN	DENTAL BUILDING	946 & 216 QUEEN ST E
151	PARR, DEREK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
153	TASSONE, VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163	BUMBACCO, PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
196	MCGRAYNE, LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
241	COGHILL, ROBIN	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
253	TRAVSON, TERRANCE	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
267	CORBIERE, JOHN (TED)	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
276	SMITH, DENNIS, ROBERT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
321	LORENZO, COREY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
334	MILLER, BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
335	GROSSO, DONALD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
344	HARPE, KEN	HOLIDAY INN.	320 BAY ST.
346	HAZLETON, MARGARET	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
366	TROINOW, VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
370	HANSEN, LOUIS	ONT. FINNISH HOME ASS.	725 NORTH ST.
372	BENOIT, ALAIN	ONT. FINNISH HOME ASS.	725 NORTH ST.
374	TAAVEL, ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
391	MCLEOD, HEATHER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
397	LAFRAMBOISE, YVON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
400	JOHNSON, MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
410	POYNER, HAROLD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
411	MOORE, ROBERT	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
420	FABIANO, ANTONIO	G4S SECURE SOLUTIONS	SAULT HOSPITAL
435	TRAMBLE, GEORGE	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
441	WILSON, DAVID	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
442	MACCLENAN, MATTHEW	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
443	MARCIL, MARK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
446	HALLIDAY, DANA	SAULT COLLEGE	443 NORTHERN AVE
456	CONEYBEARE, KEVIN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
459	SLEEMAN, RAY	G4S SECURE SOLUTIONS	SAULT HOSPITAL
460	BOUGIE, DAN	G4S SECURE SOLUTIONS	SAULT HOSPITAL
463	MORIN, ALEX	CORPS. OF COMM.	
464	DITOMMASO, RYAN	2220917 ONT. INC.	489 BAY ST/535 QUEEN ST E
465	DELAVALLE, DON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
484	MCLEOD, VIRGINIA	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
486	LONGO, NADIA	GT. NORTH RETIREMENT	760 NORTHERN RD.
487	ROUGEAU, MARISA	GT. NORTH RETIREMENT	760 NORTHERN RD.
488	LEFLEUR, MARILYN	GT. NORTH RETIREMENT	760 NORTHERN RD.
489	MCQUEEN, WANDA	GT. NORTH RETIREMENT	760 NORTHERN RD.
490	LUXTON, JEFF	GT. NORTH RETIREMENT	760 NORTHERN RD.
493	BROWN, FRASER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
516	GAY, JAMES	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
517	ROY, BRENDA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
522	MCNAMA, STEVEN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
523	MCBRIDE, GUY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
526	JOHNSTON, CORY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
537	GRAWBARGER, KYLE	G4S SECURE SOLUTIONS	SAULT HOSPITAL
541	DIMMA, WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547	LIEPA, MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON, ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR. (CIVIC CENTRE)
556	ARCAND, SCOTT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
565	LISCUMB, GERALD	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
566	SWEET, WILLARD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
568	PICK, DENNY	CORPS OF COMM	SAULT AIRPORT
574	BOUCHARD, DARYL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
580	CHARETTE, ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
587	GIULETTI, MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
599	BUMBACCO, CARL	CB HOME INSTALLTIONS	321 JOHN ST /342, 346 ST GEORGE'S AVE.
601	HART, JASON	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
602	GREENWOOD, LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603	LAMMING, DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
604	WAGNER, MATTHEW	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
607	FROST, CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608	ALISAT, THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON, SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
611	MIZZI, PRESTON	WENDY'S	1 QUEEN ST W
617	SAVAGE, SAMUEL	G4S SECURITY	SAULT HOSPITAL
619	BERTO, DEBORAH	GATEVIEW REALTY INC.	304-310 ALBERT ST/420A&B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS
620	FERA, NORMAN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
622	PROULX, PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE

623	AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHAILUK,JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
626	CHARRON,ROBERT	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
627	BAKER,WILLIAM	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
632	SAVAGE,MATT	G4S SECURITY	SAULT HOSPITAL
633	HILL,MICHAEL	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
634	TIBBLES,COLLEEN	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
637	TOMASONE,LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD.
639	PANITTLA,KIM	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
643	SHAW,KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
644	SANTA MARIE,ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH,ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
647	DAFOE,TRUDY	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
648	ELWGREN,STEPHEN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
649	GRAHAM,STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG,RICHARD	G4S SECURITY	SAULT HOSPITAL
651	HUTCHINSON, HILLARY	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
653	BIOCCHI,CHRISTOPHER	AIRPORT	1-475 AIRPORT RD.
659	MARCIL,BONNIE	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
664	HAMMERSTEDT,ERIC	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
665	MATTHEWS,SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD.
666	AITKEN,ANDREW	G4S SECURITY	SAULT HOSPITAL
667	MCLAUGHIN,RYAN	NORTHEAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
669	BOREAN,RICK	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
670	MCGUIRE,STEVE	REGENT PROPERTY	402/302 BAY ST.
671	MCGUIRE,PATRICK	REGENT PROPERTY	402/302 BAY ST.
672	LEWIS,RYAN	NORTHEAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
674	DERASP,RICHARD	CORPS OF COMM	SAULT AIRPORT
675	KELLY,MATTHEW	G4S SECURITY	SAULT HOSPITAL
676	THOMPSON,JOHN	CORPS OF COMM	SAULT AIRPORT
677	MACMILLAN,TYLER	CORPS OF COMM	SAULT AIRPORT
678	PERRON,JENNIFER	CORPS OF COMM	SAULT AIRPORT
679	CHATEAUNEUF,YVON	CORPS OF COMM	SAULT AIRPORT
680	MACGREGOR,CHRIS	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
681	SCHMIDT,KEATON	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
682	HALFORD,KEVIN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
683	SEMENYEI, ADAM	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
684	RICKARD,EVAN	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
685	HORNBY,BRANDON	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
686	ASH,KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAI,MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING,MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM,DASA	DAYS INN	332 BAY ST
690	VANDERKLIFT, RENE	NORTHEAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
691	ADDISON, ERIN	NORTHEAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
692	RHEAUME, DANIEL	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
693	O'SHAUGHNESSY, CONOF	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST. PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG& SPORTS/QE. ECOMPLEX/JOHN RHODES/726 QUEEN ST
694	LIPPE, ANDREW	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
695	LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA, JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697	OLAR, GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698	DEPLONTY, HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
699	QUARELL, ROBERT	SKYLINE LIVING	621, 627, 631 MACDONALD AVE
700	FORD, BRIAN	G4S SECURITY	SAULT HOSPITAL
701	CHIMFWEMBE, CHILUFYA	NORTH EAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
702	CARRICATO, CHELSEA	NORTHEAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
703	DIAS, CODY	G4S SECURITY	SAULT HOSPITAL
704	GLOVER, LAURA	G4S SECURITY	SAULT HOSPITAL
705	DEGILO, JOEY	G4S SECURITY	SAULT HOSPITAL
706	GAGNON, JACQUES	G4S SECURITY	SAULT HOSPITAL
708	POWLEY, CHAD	NORTHEAST SECURITY	S.COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
709	SCHMIDT, ALEX	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
710	HOTCHKISS, ROBERT	Riversedge Developments	503 BAY ST
711	MASON, STEPHEN	Riversedge Developments	503 BAY ST
712	KOOSTACHIN, ANDREW	Ontario Finnish Resthome	725 North St.
713	Cho, Linda	Jennex Cho Enterprises	129 Second Line West
714	DESANDO, ALEXANDER	G4S SECURITY	SAULT HOSPITAL



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

COUNCIL REPORT

July 17, 2017

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Public Works and Engineering Services

RE: Facility Crossing Agreement for Imperial Oil

PURPOSE

The purpose of this report is to seek Council's approval to enter into a Facility Crossing Agreement for Imperial Oil and to seek approval for the Deputy Chief Administrative Officer ('DCAO') of Public Works and Engineering Services to have delegated signing authority for similar Facility Crossing Agreement(s) with Imperial Oil.

BACKGROUND

The Facility Crossing Agreement with Imperial Oil is found within the by-law section of this agenda (By-law no. 2017-131). For the project referenced in this agreement, Public Works will be installing a lateral. Schedule 'A' within the agreement outlines all of the conditions of this Agreement which will be reviewed by staff and satisfied including the requirement to have a Field Representative present from Imperial Oil while the project is ongoing.

There are several known projects which will require the City to enter into this type of agreement. Council allowing the DCAO to have the designated signing authority would assist in preventing both private and City work to be expedited, yet, abiding by the terms of the agreement.

ANALYSIS

This agreement is from the Canadian Association of Petroleum Producers. This is the first year that this has been required by Imperial Oil.

FINANCIAL IMPLICATIONS

There is no financial implication associated with the topic of this report.

STRATEGIC PLAN / POLICY IMPACT

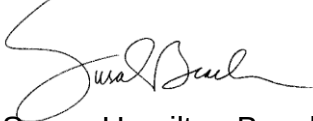
The topic of this report is an operational matter and not articulated in the Corporate Strategic Plan.

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Director be received; and furthermore that Council approve By-law No. 2017-131 found elsewhere on tonight's agenda; and furthermore that Council approve delegating signing authority for other similar agreements to the DCAO, Public Works and Engineering Services.

Respectfully submitted,

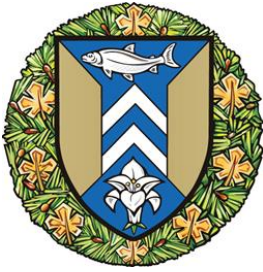
A handwritten signature in black ink, appearing to read "Susan Beach", written over a horizontal line.

Susan Hamilton Beach, P. Eng.

Director

705.759.5207

s.hamiltonbeach@cityssm.on.ca



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

COUNCIL REPORT

July 17, 2017

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Corporate Services

RE: 2017 User Fee Study

PURPOSE

The purpose of this report is to update Council on the final report prepared by Hemson Consulting Limited regarding the 2017 User Fee Study.

BACKGROUND

Municipalities in Ontario are responsible for ensuring that the delivery of local services is undertaken in accordance with the requirements of Provincial legislation. To offset the costs of providing services municipalities are permitted to charge fees. The City of Sault Ste. Marie has levied such fees for many years, it has not, however, reviewed and updated the cost and recovery for the services.

In light of this, the City undertook a comprehensive review of its user fees. The purpose of the review was to establish the full cost of providing services and determine fee rates for recovering some or all costs as permitted under Provincial legislation. Hemson Consulting Limited was retained to conduct the review and the Executive Summary of the study is included with this Council report.

ANALYSIS

Increasingly municipalities are looking at user fees to help offset the impact of municipal services on property taxes. The rationale for charging user fees is that those who clearly benefit from a service should be the ones to pay for it thus eliminating the subsidy provided by non users to users that would be inherent in general tax financing. It is also understood that the municipality also provides a range of services that generally benefit the “common good” within the community and should be subsidized at some level by taxes.

The Gap Analysis of Costs and Revenues as reflected in the Executive Summary reflects \$15.6 million of costs not recovered through user fees and that are

funded through taxes. Various fees were also compared to our Northern comparators indicating that many fees are on average 10-25% lower.

As indicated in the Hemson Consulting Limited report, when setting fee rates the City should consider the following:

- The revenue shortfall that would result from imposing less than full cost recovery or imposing a phase-in rate to full cost recovery
- The possibility that a “general” benefit to the City might arise as a result of processing certain types of services (eg. significant Official Plan or Zoning By-Law amendments)
- The competitiveness of the City’s fees relative to other municipalities
- The extent to which full cost recovery fees for some services may run counter to the City’s long term strategic objectives
- The ability of users to pay the fee
- The specific requirements of provincial legislation

As the next phase of the study, staff will be reviewing the fees in each area to determine if full cost recovery should be implemented or phased in and if not, what the recommended level of recovery is. Recommendations will be provided to Council as part of the 2018 budget.

FINANCIAL IMPLICATIONS

Full cost recovery has the potential to transfer \$15.6 million of tax levy subsidized services to user fees. Not all fees for services will be recommended to be at full cost recovery. Full impact of the recommendations from the study will be brought forward with the 2018 budget.

STRATEGIC PLAN / POLICY IMPACT

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

RECOMMENDATION

It is therefore recommended that Council take the following action:

Resolved that the report of the Chief Financial Officer and Treasurer dated 2017 07 17 concerning the 2017 User Fee Study be received as information.

Respectfully submitted,



Shelley J. Schell, CPA, CA
Chief Financial Officer/Treasurer
705.759.5355

2017 User Fee Study

2017 07 17

Page 3.

s.schell@cityssm.on.ca

COMPREHENSIVE REVIEW OF MUNICIPAL USER FEES

The City of Sault Ste. Marie



HEMSON Consulting Ltd.
30 Saint Patrick Street, Suite 1000
Toronto, ON, M5T 3A3

July 17, 2017

EXECUTIVE SUMMARY

Municipalities in Ontario are responsible for ensuring that the delivery of local services is undertaken in accordance with the requirements of Provincial legislation. The City of Sault Ste. Marie offers a broad range of services with hundreds of user fees including recreation program fees, admission fees, permit and license fees, rental fees and fees from the sale of publications and other products. Municipalities are permitted to charge fees to offset the cost of providing services. The City of Sault Ste. Marie has levied such fees for many years and the fees are updated annually to account for the effects of inflation. The City has not, however, updated the methodology used to establish fees for some time.

This report establishes the full cost of providing services in the City of Sault Ste. Marie and calculates appropriate fee rates for recovering those costs. The review was focused on fees imposed under the *Planning Act*, the *Building Code Act*, the *Funeral, Burial and Cremation Services Act* and the *Municipal Act*. A high-level review of municipal leading practices with respect to some of the fees considered under this study is also provided.

A. USER FEES REVIEWED

This report addresses 647 individual fees related to nine different departments (or services) contained within the User Fee and Service Charges By-law 2016-180. A detailed summary of the fees is published as a “Schedule of Fees for Charges” and is available on the City’s website. Some of the fees contained within this by-law are not considered part of the scope of work of this assignment – such fees are largely related to day nurseries, existing rental arrangements and annual encroachment agreements, accounting services, finance and tax charges, and landfill fees. The following table summarizes fees and categories under By-law 2016-180 considered under this study. The analysis and format of the report has been prepared using By-law 2016-180 in conjunction with the 2017 budget framework.

It is important to note that for the purposes of this study, some of the categories have been analyzed separately and/or grouped with other divisions for reporting purposes. For example, although Cemetery service fees are listed under the Public Works and

Transportation fee schedule (Schedule I), this service is analyzed and reported separately in this document.

Summary of User Fee Categories Considered		
Service Area	Fee Categories Included In Study	Total # of Fees Reviewed
Schedule A: Clerks	Marriage Licenses, Map Sales, Zoning by-law Sales, Other (photocopy charge)	7
Schedule B: Community Services	Bondar Pavilion, Marina, Leadership Development, Senior Citizens, Arena, Pool, Northern Community Centre, Bellevue Park, Athletic Fields, Historic Sites Board	185
Schedule C: Engineering	Sewer Connections, Culverts, Digital Data Fees	24
Schedule D: Planning	Rezoning, Committee of Adjustment	29
Schedule E: Building	All fees to enforce and administer the Building Code	107
Schedule F: Finance	Lottery Licences, General Licences	16
Schedule G: Fire	Inspection Charges, Air Bottle Refills, Training, Burning Permits	12
Schedule H: Legal	City Hall Rental Rates	8
Schedule I: Public Works and Transportation	Transit, Parking, Sewer Rodding, and Cemetery	259
Total # of Fees		647

In relation to the fees being considered under this study, the average annual fee revenue over the last five-years has averaged just over \$7 million with little year-over-year fluctuations. The revenue projections are generally based on 2017 budgeted revenues and are in-line with the historic five-year revenue trend. This approach ultimately assumes demand and activity rates remain at existing levels.

B. COST OF SERVICE ANALYSIS

Among the best practices established by the Government Finance Officers Association (GFOA) is that the full cost of providing a service should be calculated when determining the basis for setting user fees. This report presents an analysis of the direct and indirect costs of delivering services in the City of Sault Ste. Marie. The full cost analysis reveals that:

- Current (2017) cost of providing services considered under the scope of this study is \$22.6 million.
- Revenue generated in 2017 under current user fee rates is anticipated to be \$7.0 million.
- The City is therefore currently subsidizing the provision of these services through the tax rate to the degree of \$15.6 million.

The table below illustrates that the variance between costs and revenues is not uniform by service area/department. For example, the City's recreation and culture fees fall well short of covering the cost of these services while building permit fees are currently near full cost recovery.

Gap Analysis of Costs and Revenues (2017\$)				
Service Area	Costs (Direct & Indirect)	2017 Projected Revenues ⁽¹⁾	Variance (\$)	Variance (%)
Recreation and Culture	\$8,467,472	\$1,694,153	\$6,773,319	400%
Transit (Incl. Parking)	\$10,868,473	\$2,927,330	\$7,941,143	271%
Public Works and Engineering	\$213,968	\$99,000	\$114,968	116%
Planning	\$301,457	\$146,863	\$154,594	105%
Cemeteries	\$1,442,382	\$858,694	\$583,688	68%
Fire	\$84,938	\$60,500	\$24,438	40%
Clerks and Finance	\$144,000	\$123,315	\$20,685	17%
Building	\$1,109,172	\$1,050,000	\$59,172	6%
Total	\$22,631,861	\$6,959,855	\$15,672,007	225%

Note 1: Considers only the revenue generated from the user fees considered under this study. Other non-user fee revenue associated with these services have been accounted for and applied towards the total cost of providing the service (where applicable).

C. MUNICIPAL BENCHMARK ANALYSIS

A benchmark analysis was undertaken to provide a comparison of the City's key user fees under By-law 2016-180 relative to the other northern municipalities of North Bay, Greater Sudbury, Timmins and Thunder Bay. The user fees selected represent some of the City's largest user fee revenues – the particular fees (and categories) represent over 50% of total revenues considered under this study. The analysis shows that for many service areas, the current fees in Sault Ste. Marie are lower than the municipal benchmark range. It should be noted that this comparison does not take into account any service level differences that may exist.

Sault Ste. Marie Fees Compared to Municipal Benchmarks		
Service Area	Specific Fees	Sault Ste. Marie Relative to Benchmark Range
Clerks	Marriage Licences	10% Lower
Finance	Raffle Lottery	Low ⁽¹⁾
Recreation and Culture	Ice Rental Per Hour: Prime-Time	5% to 30% lower ⁽²⁾
	Ice Skating Admission – Adult	20% Lower
	Public Swim Admission - Adults	15% Lower
	Slowpitch Field – Adult	Average
Fire	Burning Permit – Annual	10% Higher
	Burning Permit – 3 years	Average
Transit	Cash Fare – Adult	10% Lower
	Monthly Pass – Adult	25% Lower
Parking	Meter per Hour	Average
Cemetery	Internment (Adult, Single)	20% Lower
	Adult One Grave Plot	70% Lower
Planning	Official Plan Amendment	15%-20% lower
	Zoning By-law Amendment	5% lower
	Combined OPA/ZBA	15%-20% Lower
	Minor Variance – Single Unit Residential	65% Lower ⁽³⁾
Building	Group C – New Single Family Dwellings	High ⁽⁴⁾

Note ¹: Municipal benchmark fees are generally set to the maximum allowable fee as prescribed by regulation.

Note ²: The range reflects that some municipal fees are differentiated by community centre.

Note ³: Comparing municipalities do not differentiate the fee. The City's lowest rate is compared to neighboring jurisdictions.

Note ⁴: Data obtained from a Municipal Study prepared by BMA Management Consulting Inc. based on an average assessed value of a house with 167m² of living space.

1. New Fees to Consider

In a limited number of cases, it is recommended that the City consider new fee rates where:

- Substantial work is being undertaken for which a fee is not being charged; and
- Targeted incentives can be implemented to support broad policy objectives (e.g. to encourage online applications).

Recommended New Fee Categories/Changes		
Type	Fee Recommendation	Basis of Charge
Road Degradation Fee	Introduce a fee that would be charged for cuts made to road pavements. This would allow the City to recover the costs that it incurs due to the resulting reduction in the pavement service-life as well as increased maintenance expenses. All fees collected would go to a reserve fund for future road repairs and maintenance. The fee would be a tiered charge per sq.m. relative to the age of the pavement. This is a common fee employed by many municipalities across the Province; some examples include Cities of Greater Sudbury, Toronto, Ottawa and Region of Peel.	\$ per sq.m relative to pavement age
Well Removal	Introduce a grant program or incentive for a property owner to safely decommission a well. Currently, the City would assume responsibility of a well if not decommissioned on a property – this process can be costly for the City. Other Ontario municipalities offer grants or cost reimbursements (up to a maximum) to safely decommission a well. This process can also be introduced as a form of an upfront cost payable by a property owner.	One-time grant to share responsibility of decommissioning a well. This can also be introduced in the form of a cost payable by the property owner.
Source Water Protection Remediation	Introduce a fee to cover the cost of providing a letter for source water protection remediation work. The work is generally coordinated between engineering, planning and the clerks department. A fee of \$150 per application can be charged.	Charge per application.
Burn Permits	The City can explore the option to provide discounts for applicants completing permits online and for multiple years. Under this approach, less staff time and resources would then be required.	Cost per application - Discounted Fee

Recommended New Fee Categories/Changes		
Type	Fee Recommendation	Basis of Charge
Fire – Standby Crew Costs	Introduce a fee to cover the cost of having City fire staff available on site at the request of a third party. Fire staff time and equipment are used. The fee should be levied on a per hour basis and consider the vehicle and equipment requested on site. The standby cost for a crew with a pumper would be incrementally higher than the standby cost for a crew and a squad vehicle. The fee range could be between \$300 and \$600 per hour.	\$ per hour
Non-Resident Surcharges	The City can look to introduce a surcharge on non-residents for the use of facilities or the enrollment into programs. Many municipalities across the province apply a surcharge to those using municipal facilities who are not residents or taxpayers of the service-providing municipality. If implemented, the city should carefully consider the implications these fees may have on program participation and utilization rates.	\$ per program/purchase
Various New Cemetery Charges	The City should introduce a range of new cemetery fees for which work is currently being done for which no fee is charged. The following new fees should be considered: Commemorative tree, monument cleaning, tree trimming, and winter access to grave services.	\$ per activity

D. FEE IMPLEMENTATION CONSIDERATIONS

Overall, this analysis was carried out with the intention to provide City staff and Council with the information needed to assist in future fee-setting decisions. In some instances, implementing full cost recovery fees may not be sustainable and would place undue burden on those using municipal services. That being said, given the provisions of the *Planning Act*, *Building Code Act*, *Funeral Burial and Cremations Act*, and *Municipal Act*, Council has the authority to increase the current fees in order to recover more or all of the overall cost of providing services. In particular, when setting fee rates the City should consider the following:

- The revenue shortfall that would result from imposing less than full cost recovery fees or imposing a phase-in rate to full cost recovery (a shortfall that would almost certainly have to be funded from taxes/utility rates);
- The possibility that a “general” benefit to the City might arise as a result of processing certain types of services (e.g. significant Official Plan or Zoning By-Law amendments);
- The competitiveness of the City’s fees relative to other municipalities in the Algoma district and broader region;

- The extent to which full cost recovery fees for some services may run counter to the City's long term strategic objectives (e.g. promoting health and wellness in the City);
- The ability of applicants/users to pay the fee; and
- The specific requirements of provincial legislation:
 - For Cemetery services, the registrar may disallow a price on the price list if the price is excessive or significantly higher than the current market price for the supply or service; and
 - The maximum allowable fee set under provincial regulations related to lottery license fees.

Staff have been provided with a fee database and full costing model with which to monitor costs and revenues and assist with future fee updates. As part of its process for updating fees:

- It is recommended that the City undertake a comprehensive fee review every five years to ensure that a nexus between costs and revenues is maintained over time; and
- It is also recommended that the City continue to index its fees on an annual basis to cover changing costs caused by inflation.

City of Sault Ste. Marie Comprehensive User Fees Review Council Presentation



Monday, July 17th, 2017

HEMSON
Consulting Ltd.



Items for Review

- Overall Study Objectives
- Full Cost Recovery:
 - Cost Considerations
 - Revenue Analysis
 - Gap Analysis: Cost vs. Revenues
- Summary of Benchmarking Analysis
- Implementation Options

Study Objectives

- Undertake full cost of service analysis:
 - Most fees contained in the User Fee and Service Charges by-law 2016-180 have been reviewed
 - Fee calculations to consider provincial legislation
- High-level comparative review of user fees in other municipalities
- Information to be used when setting fee rates (full cost recovery or otherwise)

Summary of Fees Reviewed: User Fee By-law

Summary of User Fee Categories Considered		
Service Area	Fee Categories Included In Study	Total # of Fees Reviewed
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Schedule I: Public Works and Transportation	Transit, Parking, Sewer Rodding, and Cemetery	259
Total # of Fees		647

- Over 600 fees in nine different service areas
- Fee Categories as referenced in by-law 2016-180
- User Fees considered under this study represent a portion of total 2017 budgeted user fee revenue

Full Cost Recovery Defined

Among best practices established by GFOA is that full cost of providing a service should be calculated when determining the basis for setting user fees:

1. Direct Costs:

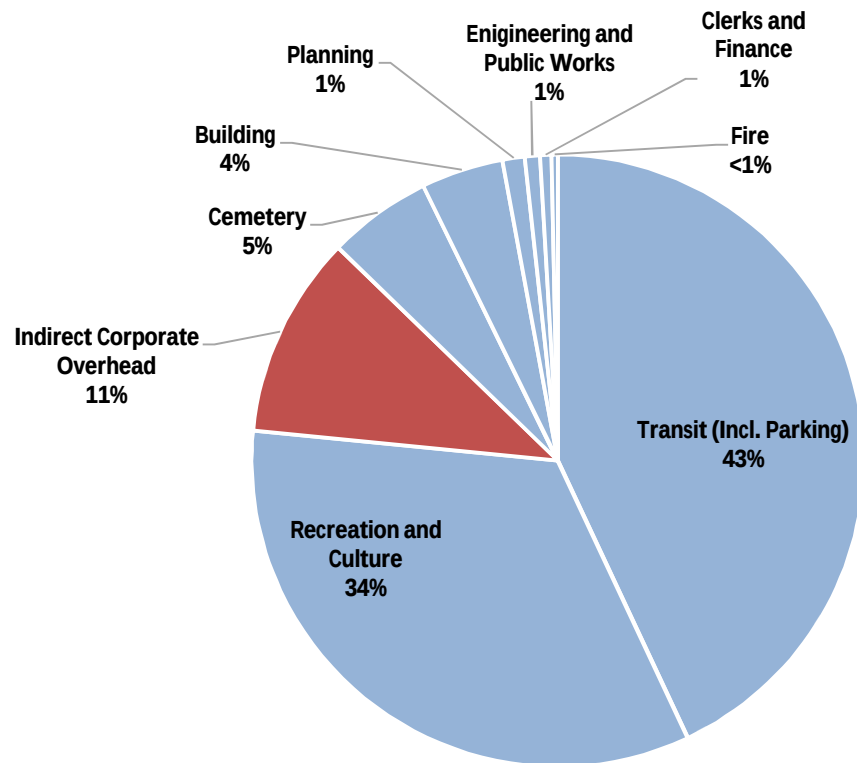
- Salaries and benefits
- Operating costs (resources used by those delivering service)
- Asset management requirements for facilities, major fleet and equipment.

2. Indirect (Corporate Overhead) Costs:

- Include costs incurred by corporate and administration departments to support the delivery of services
- Approximately \$12 million in corporate costs have been allocated to every department in the City.

Summary of Costs: Direct vs. Indirect

Summary of Total Costs by Service Area = \$22.6 Million •
Direct vs. Indirect



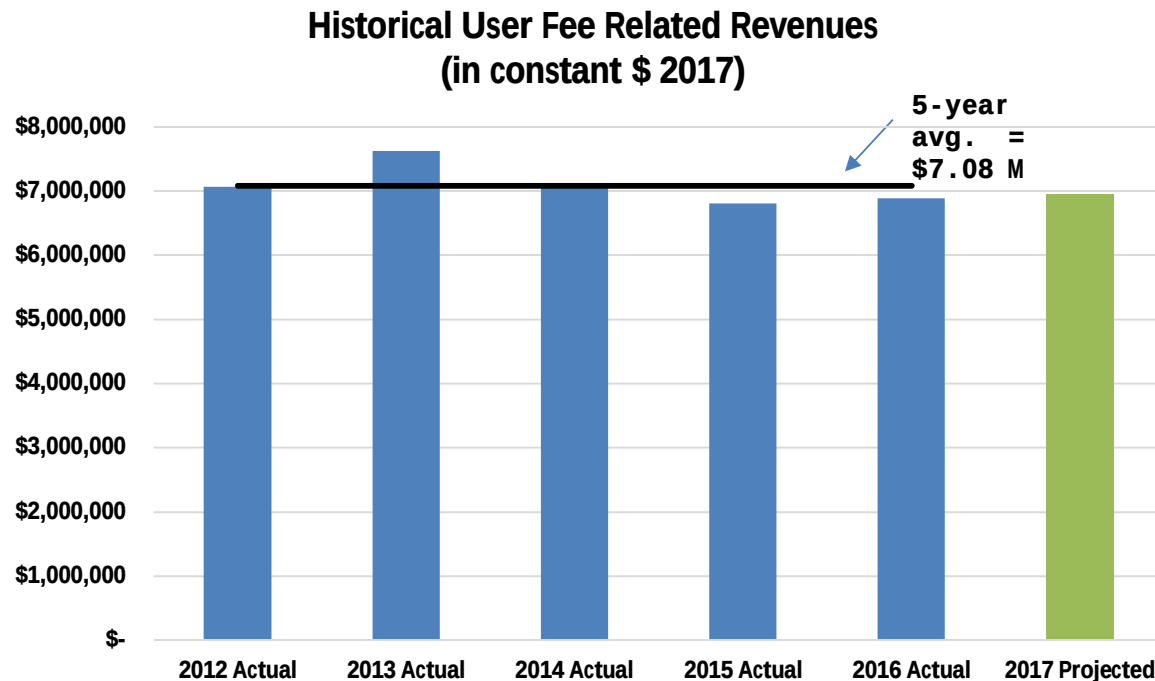
Transit and Recreation and Culture services represent the largest share of total costs

- Indirect costs have been allocated to each of the service areas
- Relationship between direct and indirect costs is reasonable and consistent with other jurisdictions

Note: Direct Costs by department are in Blue, Indirect Costs (total) are in red.

HEMSON

Projection of Future Activity: Revenue Considerations



- 2017 budgeted revenue is indicative of historical trends
- Non-user fee related revenues have been accounted for and applied to offset the total cost of service provision (where applicable)
- Revenue projection generally based on 2017 budget

What are the Gaps?

Cost vs. Revenues by Service Area

Gap Analysis of Costs and Revenues (2017\$)				
Service Area	Costs (Direct & Indirect)	2017 Projected Revenues ⁽¹⁾	Variance (\$)	Variance (%)
Recreation and Culture	\$8,467,472	\$1,694,153	\$6,773,319	400%
Transit (Incl. Parking)	\$10,868,473	\$2,927,330	\$7,941,143	271%
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Building	\$1,109,172	\$1,050,000	\$59,172	6%
Total	\$22,631,861	\$6,959,855	\$15,672,007	225%

- Recreation and Transit Services are currently the most subsidized services
- Enforcement and Administration of the Building Code is near full cost recovery

What are the Gaps?

Example: Recreation and Culture

Recreation and Culture Division				
Permit/Service Type	Costs: Direct/Indirect	2017 Projected Revenues	Variance \$	Variance %
Athletic Fields	\$828,464	\$61,190	\$767,274	1254%
Bondar Pavilion	\$216,361	\$16,116	\$200,245	1243%
Senior Citizens	\$795,091	\$83,000	\$712,091	858%
Historic Site Board	\$480,709	\$56,700	\$424,009	748%
Arena	\$3,558,829	\$735,711	\$2,823,118	384%
Pool	\$1,943,840	\$415,386	\$1,528,454	368%
Northern Community Centre	\$482,248	\$200,000	\$282,248	141%
Marina	\$161,931	\$126,050	\$35,881	28%
Total	\$8,467,472	\$1,694,153	\$6,773,319	400%

- Total service area gap is equal to 400%
- Analysis recognizes different permit/ service types within each area
- Athletic field fees are the most subsidized within the recreation and culture category

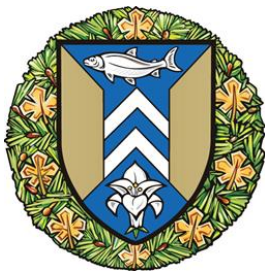
Summary of Benchmark Analysis

Sault Ste. Marie Fees Compared to Municipal Benchmarks		
Service Area	Specific Fees	Sault Ste. Marie Relative to Benchmark Range
Clerks	Marriage Licences	10% Lower
Finance	Raffle Lottery	Low
Recreation and Culture	Ice Rental Per Hour: Prime-Time	5% to 30% lower
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Planning	Official Plan Amendment	15%-20% lower
	Zoning By-law Amendment	5% lower
	Combined OPA/ZBA	15%-20% Lower
	Minor Variance – Single Unit Residential	65% Lower
Building	Group C – New Single Family Dwellings	High

- Compared key user fees to those in neighboring municipalities of North Bay, Greater Sudbury, Timmins and Thunder Bay
- User fees selected represent some of the City's largest user fee revenues
- Overall City's current fees are on average lower than those charged in similar municipalities

Implementation Options

- When setting fee rates, consider:
 - Revenue shortfall arising from less than full cost recovery fees
 - “General benefit” of some services
 - Competitiveness
 - Long term strategic objectives
 - Ability to pay fees
- Annual indexing and five year reviews
- A small number of new fees are recommended for further consideration



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

July 17, 2017

TO: Mayor Christian Provenzano and Members of City Council

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

DEPARTMENT: Corporate Services

RE: Council Composition / Ward Boundaries

PURPOSE

The purpose of this report is to present recommended ward boundary changes.

BACKGROUND

The following resolution was passed on March 6, 2017:

Moved by: Councillor M. Shoemaker

Seconded by: Councillor S. Hollingsworth

Resolved that the report of Mayor Provenzano as Chair of the Council Review Committee dated 2017 03 06 be received and that Council approve in principle a change in Council composition from a twelve member, six ward system to a ten member, five ward system effective the 2018–2022 term of Council;

Further that appropriate staff be directed to make the necessary adjustments to the ward boundaries in accordance with the governing legislation and report back to Council on said adjustments.

ANALYSIS

The proposed boundary changes to create a five ward system have been designed bearing in mind the following guiding principles: representation by population; communities of interest and neighbourhoods; present and future population trends; and physical features as natural boundaries. All of these are subject to the overriding principle of effective representation as enunciated by the Supreme Court of Canada. At this stage the proposed boundaries are in draft form pending further community input.

The Principle of Effective Representation

The principle of effective representation was set out by the Supreme Court of Canada in *Reference Re Provincial Electoral Boundaries (Saskatchewan)*, [1991]

2 S.C.R. 158 (*Carter*), the leading authority for evaluating electoral systems in Canada.

The issue in *Carter* was whether a difference in population between provincial ridings in Saskatchewan infringed the right to vote protected by section 3 of the Canadian Charter of Rights and Freedoms.

In *Carter*, the Supreme Court held that the purpose of the right to vote enshrined in the Charter is not “equality of voting power” but the right to “effective representation.” Effective representative is the right to be “represented in government,” where “representation” entails both the right to a voice in the deliberations of government (the legislative role of elected representatives) and the right to bring your concerns to your representative (the ombudsman role of elected representatives).

Effective representation begins with voter parity, the idea that all votes should have equal weight and, as a result, the number of people living in each ward should be similar. According to the Supreme Court:

“A system which dilutes one citizen's vote unduly as compared with another citizen's vote runs the risk of providing inadequate representation to the citizen whose vote is diluted. The legislative power of the citizen whose vote is diluted will be reduced, as may be access to and assistance from his or her representative. The result will be uneven and unfair representation.”

The Supreme Court held that while parity is of “prime importance” it is “not the only factor to be taken into account in ensuring effective representation:”

Notwithstanding the fact that the value of a citizen's vote should not be unduly diluted, effective representation often cannot be achieved without taking other factors into consideration in achieving a balance.

The principle of effective representation has been interpreted and applied in Ontario Municipal Board cases regarding ward boundary issues.

Representation by Population

Ideally, population in all five wards would be equal; however, a variance of up to 25% has been deemed acceptable when balanced against other principles. The proposed boundary changes result in the following population distribution:

	Population	Percentage of Total Population
Ward 1	16,886	115%
Ward 2	13,881	95%
Ward 3	14,507	99%
Ward 4	16,095	110%
Ward 5	11,999	82%
Total	73,368	
Mean	14,674	

While the proposed new Ward 5 would have a lesser population, this is offset by the significantly larger geographical area it occupies.

Proposed ward boundaries duplicate census subdivisions, giving ward councillors insights into demographics, income, housing type, ethnicity and other census data pertaining to their constituents.

Communities of Interest and Neighbourhoods

Proposed ward boundaries are respectful of historical neighbourhoods and communities of interest. There are very few examples of historical neighbourhoods being bisected by the boundaries. As well, the focal areas of current development (Downtown area – Ward 2, Great Northern Road corridor – Ward 3) are now encompassed within one ward.

Present and Future Population Trends

The proposed Wards 1, 2 and 4 are fairly densely populated, while Wards 3 and 5 (as proposed) have lower population density and potential for future development. The population levels in all proposed wards should remain within the acceptable variance ratios for the near to medium term.

Physical Features as Natural Boundaries

Using natural and man-made features that already serve as physical boundaries helps to ensure a coherent, contiguous shape that is straightforward. The proposed boundaries follow arterial routes and physical boundaries such as rail lines.

Next Steps

The Minister of Municipal Affairs or any other person or agency may appeal a ward boundary by-law to the Ontario Municipal Board within 45 days of passage. Any appeals must be finalized by December 31, 2017 in order for the boundaries to be in place for the 2018 municipal election.

It is recommended that two open houses be held at the Civic Centre in order to provide detailed information to the public and to obtain community input.

A by-law regarding Council composition and ward boundaries will appear on the August 21, 2017 Council Agenda (which may include amendments recommended as a result of public consultations).

FINANCIAL IMPLICATIONS

The redesign of ward boundaries and the required implementation activities are being accomplished in-house using existing staff. As such there is only a nominal financial impact.

STRATEGIC PLAN / POLICY IMPACT

Reducing Council composition from a twelve member – six ward system to a ten member – five ward system supports the values and vision articulated in the corporate Strategic Plan.

RECOMMENDATION

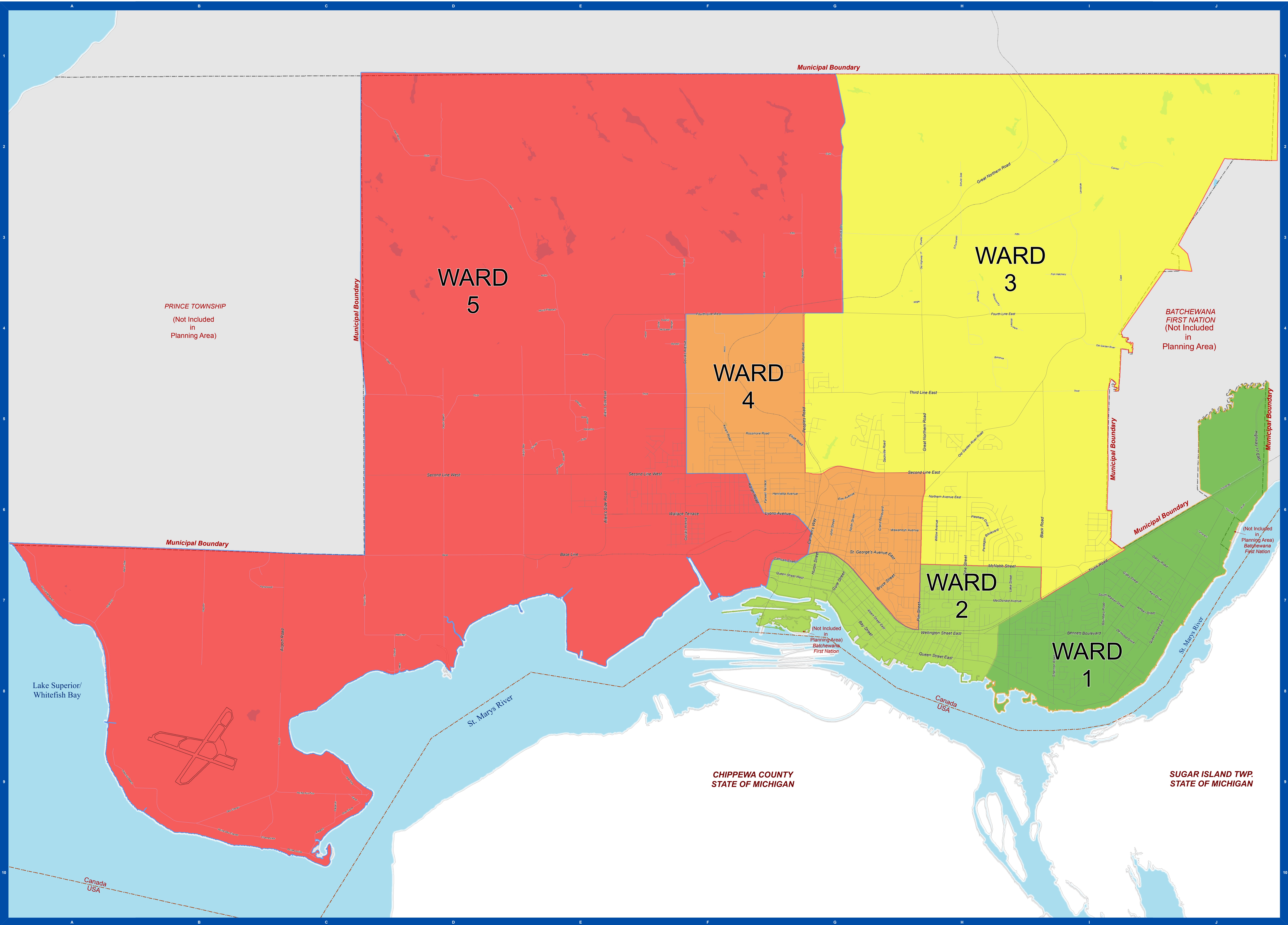
It is therefore recommended that Council take the following action:

Resolved that the report of the Deputy CAO / City Clerk, Corporate Services dated 2017 07 17 concerning Council Composition and Ward Boundaries be received and that two public open houses be held to obtain input from the community prior to the 2017 08 21 Council meeting.

Respectfully submitted,

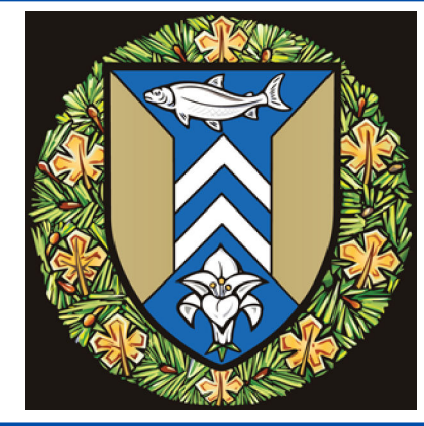


Malcolm White
Deputy CAO / City Clerk
Corporate Services
705.759.5391
m.white@cityssm.on.ca



REVISED WARD BOUNDARIES (FIVE) 2017 DRAFT V1.0

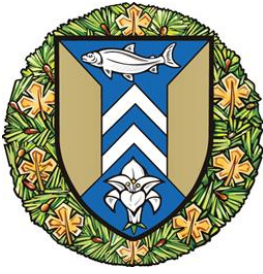
- Ward One
- Ward Two
- Ward Three
- Ward Four
- Ward Five



The Corporation of the City of Sault Ste. Marie
Engineering & Planning Department
Planning Division
July 12, 2017
This map is for general reference only.
For official mapping, see the
Engineering and Planning Department.
Orthophoto: None

Projection Details:
NAD 1983 UTM Zone 16N
GCS North American 1983

0 125 250 500 Meters



The Corporation of the
City of Sault Ste. Marie

COUNCIL REPORT

July 17, 2017

TO: Mayor Christian Provenzano and Members of City Council

AUTHOR: Rachel Tyczinski, Deputy City Clerk

DEPARTMENT: Corporate Services

RE: Committee Vacancies (Romano)

PURPOSE

The purpose of this report is to obtain Council representation on the boards and committees vacated by Councillor Romano.

BACKGROUND

As Council is aware, Ross Romano was elected as the Member of Provincial Parliament for Sault Ste. Marie on June 1, 2017 and accordingly resigned his Council seat on June 12, 2017.

ANALYSIS

Councillor Romano was a member of the following boards and committees:

- Christmas Lighting Award Committee (*until December 31, 2018 – existing Council members: P. Christian, F. Fata, L. Turco*)
- Sault Ste. Marie Region Conservation Authority (*until December 31, 2018 – existing Council members: M. Bruni, J. Hupponen, J. Krmpotich*)
- Sault Ste. Marie Humane Society (*until December 31, 2018*)
- Sault Ste. Marie Innovation Centre Board of Directors (*until December 31, 2018*)
- Immigration Action Committee (*ad hoc – existing Council member: S. Butland*)
- Appointments Policy Review Committee (*ad hoc – existing Council member: M. Shoemaker*)
- Public Art Policy Committee (*ad hoc – existing Council member: S. Butland*)
- Procurement and Procedures Committee (*ad hoc – existing Council member: P. Christian*)

FINANCIAL IMPLICATIONS

There is no financial impact to filling the vacancies on the above committees.

STRATEGIC PLAN / POLICY IMPACT

This is an administrative 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 Deputy City Clerk dated 2017 07 17 concerning Committee Vacancies be received as information and that the following appointments be made:

Christmas Lighting Award Program Judging Committee – Councillor _____

Sault Ste. Marie Region Conservation Authority – Councillor _____

Sault Ste. Marie Humane Society – Councillor _____

Sault Ste. Marie Innovation Centre Board of Directors) – Councillor _____

Immigration Action Committee – Councillor _____

Appointments Policy Review Committee – Councillor _____

Public Art Policy Committee Councillor _____

Procurement and Procedures Committee – Councillor _____

Respectfully submitted,



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

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-131

AGREEMENT: (P3) A by-law to authorize the execution of the Agreement between the City and Imperial Oil for a Facility Crossing Agreement and to seek approval for the Deputy Chief Administrative Officer ('DCAO') of Public Works and Engineering Services to have delegated signing authority for similar Facility Crossing Agreement(s) with Imperial Oil.

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 June 15, 2017 between the City and Imperial Oil, a copy of which is attached as Schedule "A" hereto. This Agreement is for a Facility Crossing Agreement.

2. **FACILITY CROSSING AGREEMENT POWERS DELEGATED**

The Council hereby delegates to the Deputy Chief Administrative Officer ('DCAO') of Public Works and Engineering Services, or his/her delegate, signing authority to execute Facility Crossing Agreements substantially in the form of Schedule "A" on behalf of the City of Sault Ste. Marie on the terms and conditions therein set forth.

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 17th day of July, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Facility Crossing Agreement

Crossing Agreement No. SP-17-017

QFile No.00-00

THIS AGREEMENT is made and effective as of the **15th** day of **June**, 2017.

BETWEEN **Imperial Oil** ("Grantor")
(hereinafter and in Schedules A, B & C referred to as the Grantor)

and **The Corporation of the City of Sault Ste. Marie** ("Grantee")
(hereinafter and in Schedules A, B & C referred to as the Grantee)

WHEREAS Grantor (operates under the jurisdiction of the Province of Ontario) and holds one or more rights-of-way for an easement across the said lands and has constructed a PIPELINE therein, hereinafter referred to as "**Grantor's Facility**"; and

WHEREAS Grantee operates under the jurisdiction of the Province of Ontario and has acquired one or more rights-of-way across the said lands and proposes to install therein:

Hydrovac to expose IOL pipeline. Pull pig through to pull out existing sanitary lateral and pull through new 300mm PVC sanitary

hereinafter referred to as "**Grantee's Facility**"; and

Whereas the rights-of-way and/or Facilities of the respective parties intersect in the Crossing Area; and

Whereas the parties wish to define their respective rights and liabilities with respect to the Crossing Area under certain terms and conditions defined in Schedule "A".

Now therefore this agreement witnesses that in consideration of the premises, mutual covenants and agreements herein contained, the parties agree that their respective Work in the Crossing Area shall be governed by this Agreement together with the Schedules as herein described.

1. Terms and Conditions

This Agreement, including the recitals and the following Schedules, which are attached hereto and made part hereof, shall be the terms and conditions as agreed to by Grantor and Grantee:

- Schedule "A" – Mutually Agreed to Terms and Conditions.
- Schedule "B" – Location Plan and Profile.
- Schedule "C" – Specific Terms and Conditions.

Facility Crossing Agreement

Crossing Agreement No. SP-17-017

2. Location and Notices

a) Location of Crossing Area (Legal Description):

CON #, LOT #,

Q# 151 Simpson St. Sault Ste. Marie, On

b) Notices

Name:	Grantor's Corporate Office Imperial Oil	Grantee's Corporate Office Corporation of City of Sault Ste. Marie
Address:	100 Concession 5 E Waterdown, Ontario L8B 1K5	128 Sackville Road Sault Ste. Marie, On
Dept.	Crossings Department	Public Works and Engineering
Contact:	Ron Tourigny	Steve Larocque/Conrad Neveau
Phone/Fax:	587-476-1821 / 905-689-3553	705-759-5201
E-mail	ron.tourigny@esso.ca	s.larocque@cityssm.on.ca c.neveau@cityssm.on.ca

c) Field Representative:

	Grantor's	Grantee's
Name:	Owen Graham	
Position	Terminal Operator	
Address:	52 Black Rd. Sault Ste. Marie, ON	
Phone	705-256-6252	
Fax:	705-945-0889	
Alternate:	705-941-8222	

In Witness Whereof the parties hereto have caused this Agreement to be duly executed.

Imperial Oil - (Grantor) by its managing partner Imperial Oil Limited.

Corporation of City of Sault Ste. Marie - (Grantee)

Per: _____

Ron Tourigny
Senior Landman

Per: _____

Schedule A

Mutually Agreed to Terms and Conditions

Schedule A forms part of the Facility Crossing Agreement.

Between Imperial Oil (Grantor)

and Corporation of the City of Sault Ste. Marie (Grantee)

and dated the 15th day of June, 2017

1. Interpretation

1.01 In this Agreement, including the recitals, the words and terms used shall have the following meanings:

- (a) "Crossing Area" means the area of intersection of Grantor's and Grantee's rights-of-way and/or Facilities as outlined on Schedule "B";
- (b) "Grantee's Facility" means the facility or facilities to be constructed by Grantee and to be located within, across, along, upon, over or under the Crossing Area;
- (c) "Grantor's Facility" means the facility or facilities of Grantor located within, across, along, upon, over or under the Crossing Area;
- (d) "Facility" means:
 - i) any structure that is constructed or placed on or in the right-of-way within the Crossing Area (concrete slab, concrete conduit, retaining wall, special fences such as chain link, etc.); and
 - ii) any highway, public or private road, railway, irrigation ditch, drain, drainage system, sewer, dike, cable line, telecommunication line, telephone line or line for the transmission of hydrocarbons, power or any other substance that is or is to be carried across, along, upon, over or under the Crossing Area;
- (e) "said lands" means the lands described in Schedule "B";
- (f) "the Body of this Agreement" means the Agreement to which this Schedule is attached and which has been executed by the parties;
- (g) "this Agreement" means the Body of this Agreement and the Schedules attached to it; and

- (h) "Work" means, with respect to a Facility, the carrying, laying, installing, constructing, maintaining, operating, repairing, inspecting, replacing, altering, removing, abandoning and such other operations as may be required from time to time.

1.02 Unless a term or provision contained in the Body of this Agreement, if acted upon, would result in violation of any code, statute, law, regulation, permit, license, or governmental order, the following shall apply:

- (a) If any term or provision conflicts with a term or provision contained in any Schedule, the term or provision in the Schedule shall prevail.
- (b) If any terms or provisions of the Schedules conflict, the following shall apply: Schedule "C", if present, shall prevail over Schedules "A" and "B", Schedule "B" shall prevail over Schedule "A".

2. Consent

Grantor hereby agrees, insofar as it has the right to do so, that the Grantee may perform the Work on Grantee's Facility in the Crossing Area in accordance with the terms and conditions of this Agreement.

3. Compliance with Statutes and Regulations

Grantee shall at all times comply with any and all applicable codes, statutes, laws, regulations, permits, licenses, orders and directions of any governmental authority from time to time in force. The minimum applicable technical standards therein shall apply to both parties unless more stringent standards are provided for in this Agreement. If compliance with any provision of this Agreement would result in violation of any applicable codes, statutes, laws, regulations, permits, licenses, orders and directions of any governmental authority, such code, statute, law, regulation, permit, license, order and direction of any governmental authority shall prevail and this Agreement shall be deemed to be amended accordingly.

4. Position of Facility

Unless otherwise indicated in any of the Schedules, or ordered by governmental authority or regulations:

- (a) Grantor's Facility shall be entitled to the upper position in the Crossing Area except for above grade facilities;
- (b) A minimum distance of 30 centimeters shall be maintained between the external surfaces of the underground Facilities; and

- (c) Grantee's Facility shall be maintained at the same depth with no side bends for the entire width of the Crossing Area.

5. Conditions

When Grantee performs work on Grantee's Facility in the Crossing Area, the following terms and conditions shall apply:

- (a) Grantee's Field Representative shall contact Grantor's Field Representative directly, either in person or by telephone, a minimum of 5 working days (excluding Saturdays, Sundays and Statutory Holidays) before commencement of Grantee's Work within 30 meters of the Crossing Area and, if unable to contact that person, Grantee shall serve a minimum of 72 hours written notice pursuant to Clause 8 hereof before commencement of Grantee's Work.
- (b) Grantor has the right to have a representative present to inspect the Work of Grantee in the Crossing Area.
- (c) During installation pursuant to this Agreement, Grantee shall have available at the Crossing Area a copy of this Agreement.
- (d) Before proceeding to excavate within 5 meters of the Crossing Area, Grantee shall fully expose Grantor's Facility by hand digging. Grantee shall not use or permit the use of an excavating machine within 1.5 meters of either side of any existing Grantor's Facility unless otherwise agreed to in Schedule 'C'.
- (e) Grantee shall, where applicable, install and maintain during performance of the Work suitable markers indicating the location of Grantor's Facility in the Crossing Area.
- (f) Grantee shall lay down and construct its Facility in accordance with the Schedules to this Agreement.
- (g) Grantee shall carry out all Work in the Crossing Area in a proper and diligent manner and in accordance with good engineering and construction practices.
- (h) The party performing the Work shall ensure no damage occurs to existing Facilities while the Work is being performed in the Crossing Area including damage which may result from the use of heavy work equipment outside the Crossing Area while performing the Work in the Crossing Area.
- (i) Where necessary, Grantee shall support Grantor's Facility as required, or as directed by Grantor, while any Work is being carried out hereunder.

- (j) In the event that Grantor's Facility suffers contact damage or other damage as a result of Grantee's Work, Grantor shall be notified forthwith and its repair shall be carried out as directed by Grantor at Grantee's cost.
- (k) Where cathodic protection is required by Grantor as a result of Grantee's installation, Grantee at its cost shall, at the time of the construction of its Facility, install and thereafter maintain a cathodic protection testing station for Grantor's Facility at the crossing in accordance with the attached Schedule "C" or as directed by Grantor's representative.
- (l) At least 24 hours (excluding Saturdays, Sundays and Statutory Holidays) prior to covering Grantor's exposed Facility, Grantee's Field Representative shall contact Grantor's Field Representative directly, either in person or by telephone for inspection.
- (m) Grantee shall, where applicable, install and maintain suitable buried markers indicating the location of Grantee's Facility in the Crossing Area.
- (n) Unless otherwise directed by the Grantor, the Grantee shall cover Grantor's Facility with at least 30 centimeters of select backfill material prior to commencing backfilling operations. Grantee shall, in backfilling the excavation in the Crossing Area, compact the fill material in 15 centimeter layers, or such greater depth specified by Grantor's Field Representative.
- (o) Grantee shall, as soon as it is reasonably practical after the completion of Grantee's Work in the Crossing Area, restore the surface of the Crossing Area as closely as is practical to the condition in which it existed immediately prior to the Work being commenced.
- (p) Grantee shall maintain the Crossing Area in good order and condition and carry out expeditiously all Work hereunder.
- (q) Except as otherwise provided herein, the cost of Work with respect to each party's Facilities within the Crossing Area undertaken by either party shall be borne by the party requiring such Work.
- (r) The cost associated with the location, identification or supervision shall not be charged to or borne by the other party unless specified in Schedule 'C'.
- (s) Grantee shall be liable for and shall pay all taxes, rates and assessments of every description whatsoever that may be imposed by any lawful authority by reason of the presence of Grantee's Facility in the Crossing Area, or by reason of this Agreement or of anything done by Grantee pursuant to this Agreement. In addition, Grantee shall indemnify Grantor from and against all such taxes, rates and assessments.

6. Remedy on Default

In the case of default by Grantee in carrying out any of the provisions of this Agreement, Grantor may give notice thereof to Grantee. If Grantee fails to commence to remedy such default within 15 days after receipt of such notice and diligently complete such remedy thereafter, Grantor may take such steps as are appropriate to remedy such default and Grantee shall be liable for and shall pay all reasonable costs and expenses incurred by Grantor in remedying the default.

7. Further Work

- (a) If, subsequent to the initial Work undertaken by Grantee for its Facility, either Grantor or Grantee desires to undertake any Work in the Crossing Area in respect of its Facility, this Agreement shall be deemed to grant consent to that party, and the provisions of this Agreement shall apply *mutatis mutandis* to all subsequent Work undertaken by either party under this Clause 7; and, for further certainty, the provisions of this Agreement shall be read as if "Grantee" were substituted for "Grantor" and vice versa as the situation requires.
- (b) Notwithstanding the foregoing, installation of any Facility other than those shown on attached Schedule "B" shall require a separate Facility Crossing Agreement.
- (c) Notwithstanding the foregoing, if emergency Work in the Crossing Area is required with respect to a party's Facility, that party shall commence the necessary Work and shall forthwith give the other party's Field Representative verbal notice of the emergency and necessary Work, and shall forthwith give notice pursuant to Clause 8 hereof.

8. Notices

Notices shall be in writing and shall be sent to the parties at the addresses for notice shown in the Body of this Agreement. The following shall govern notices:

- (a) Either party may from time to time change its address for service by giving notice to the other party.
- (b) All notices required to be given hereunder may be delivered by hand, mailed by registered or prepaid mail, or sent by telecommunication. If mailed, the notice shall be deemed to have been received seven days (Saturdays, Sundays and Statutory Holidays excluded) after the mailing thereof. If delivered by hand, the notice shall be deemed to have been received on the day on which it was delivered, or if delivered after regular business hours, it shall be deemed to have been received on the following business day. If sent by telecommunication, the notice shall be deemed to have been received on the first business day following the day it was dispatched.

- (c) No notice shall be effective if mailed during any period in which Canadian postal workers are on strike or if a strike of postal workers is imminent and may be anticipated to affect normal delivery thereof.
- (d) Notwithstanding the foregoing, to the extent described in this Agreement, Grantor's and Grantee's Field Representatives or designated alternates shall have the right and authority to make, give, receive any notice, information, direction or decision required in conducting Work hereunder.

9. Liability and Indemnity

- (a) Liability
 - (i) Grantee shall be liable to Grantor for all loss, damages and expenses which Grantor may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of Grantee, its servants, agents, contractors or employees in respect of Grantee's use of the Crossing Area or by reason of this Agreement.
 - (ii) Grantor shall be liable to Grantee for all loss, damages and expenses which Grantee may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission by Grantor, its servants, agents, contractors or employees in respect of Grantor's use of the Crossing Area or by reason of this Agreement.
- (b) Indemnity:
 - (i) Grantee shall indemnify and save harmless the Grantor against all actions, proceedings, claims, demands, and costs which may be brought against or suffered by Grantor or which it may sustain, pay or incur, by reason of any matter or thing arising out of or attributable to any act or omission of Grantee, its servants, agents, contractors or employees in respect of Grantee's use of the Crossing Area or by reason of this Agreement.
 - (ii) Grantor shall indemnify and save harmless the Grantee against all actions, proceedings, claims, demands, and costs which may be brought against or suffered by Grantee or which it may sustain, pay or incur, by reason of any matter or thing arising out of or attributable to any act or omission of Grantor, its servants, agents, contractors or employees in respect of Grantor's use of the Crossing Area or by reason of this Agreement.

10. Insurance

- (a) Without in any way limiting the liability of either party under this Agreement, each party shall obtain and keep in force during the term of this Agreement comprehensive general liability insurance covering liability for bodily injury and property damage arising from Work contemplated by this Agreement. The limit of this insurance shall not be less than five million dollars, inclusive, for any one

occurrence unless otherwise agreed by the parties in writing. This policy shall provide coverage for liability assumed under this Agreement.

- (b) A party upon request of the other party shall furnish written documentation, satisfactory to the requesting party, evidencing the required coverage.
- (c) As an alternative to the five million dollar policy of comprehensive general liability insurance referred to in Subclause 10 (a), if acceptable to the other party, a party may self-insure against the risks normally covered by such a policy.

11. Changes to Agreement

No change, modification or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto, and no course of dealing between the parties shall be construed to alter the terms hereof.

12. Assignment

- (a) Neither party to this Agreement shall assign or transfer this Agreement nor the rights and privileges hereby granted without the written consent of the other party, and such consent shall not be unreasonably withheld. The party intending to assign or transfer this Agreement shall give to the non-assigning party to this Agreement notice of its intent by registered mail.
- (b) The non-assigning party to this Agreement may require the assignor and assignee to execute a novation agreement in a form acceptable to the non-assigning party.
- * (c) Clause 12(a) shall not apply to an assignment or transfer to an Affiliate.
(refer to the definition of Affiliate on page 11 of this Agreement)

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

* Imperial Revised

13. Governing Law

This Agreement and the rights and obligations of the parties herein shall be governed and construed according to the laws of the province in which the Work is to occur.

14. Term

The rights and obligations of the parties under this Agreement shall terminate:

- (a) two years from the date hereof if construction of Grantee's Facility has not commenced, or
- (b) upon proper abandonment or removal of all of Grantor's or Grantee's Facilities from the Crossing Area and the completion of any reclamation Work required by applicable laws, except for those rights acquired and obligations incurred prior to such events.

15. Miscellaneous

- (a) In this Agreement, words importing the singular include the plural and vice versa; words importing the masculine gender include the feminine and vice versa; and words importing persons include firms or corporations and vice versa.
- (b) Words such as "hereto", "thereto", "hereof"; and "herein", when used in this Agreement, shall be construed to refer to provisions of this Agreement.
- (c) The headings of all clauses of this Agreement, and the Schedules, are inserted for convenience of reference only and shall not affect the meaning or construction thereof.
- (d) Time is of the essence of this Agreement.
- (e) No waiver of any breach of a covenant or provision of this Agreement shall take effect or be binding upon a party unless it is expressed in writing. A waiver by a party of any breach shall not limit or affect that party's rights with respect to any other or future breach.

16. Entire Agreement

This Agreement, including the recitals and schedules, sets forth the entire agreement between the parties hereto and shall be deemed to have superseded any and all previous agreements and understandings, whether written or oral, between the parties dealing with the Facilities and the Crossing Area, and all rights and obligations as herein described.

- * "Affiliate" means a corporation or partnership that is affiliated with the party for which the expression is being applied, and, for the purpose of this definition:
- (i) a corporation or partnership is affiliated with another corporation or partnership if it directly or indirectly controls or is controlled by that other corporation or partnership, and for the purpose of determining whether a corporation or partnership so controls or is so controlled, it shall be deemed that:
 - A. a corporation is directly controlled by another corporation or partnership if shares of the corporation to which are attached more than fifty percent (50%) of the votes that may be cast to elect directors of the corporation are beneficially owned by that other corporation or partnership and the votes attached to those shares are sufficient, if exercised, to elect a majority of the directors of the corporation,
 - B. a partnership is directly controlled by a corporation or another partnership if that corporation or other partnership beneficially owns more than fifty percent (50%) interest in the partnership, and
 - C. a corporation or partnership is indirectly controlled by another corporation or partnership if control, as defined in A or B above, as the case may be, is exercised through one or more other corporations or partnerships;
 - (ii) Where two or more corporations or partnerships are affiliated at the same time with the same corporation or partnership, they will be deemed to be affiliated with each other.

* Imperial Revised

Schedule "B"

Location Plan and Profile

Schedule "B" forms part of the Facility Crossing Agreement.

Between: Imperial Oil (Grantor)

and Corporation of the City of Sault Ste. Marie(Grantee)

and dated the 15th day of June, 2017.

1. 151 Simpson.Gas drawing.pdf (hand drawing)
2. Record of locate 151 Simpson Ave

demonstrating the pipeline crossing details and pipeline easement.

Schedule "C"

Specific Terms and Conditions

Schedule "C" forms part of the Facility Crossing Agreement.

Between: Imperial Oil (Grantor)

and Corporation of the City of Sault Ste. Marie (Grantee)

and dated the 15th day of June, 2017.

1. INSPECTOR TO BE PRESENT

- a) Excavating, grading or operating equipment on the pipeline right-of-way or within 5.0m [16'] of the pipeline, [the restricted zone] without an Imperial Oil Inspector on site is prohibited.
- b) Contact our Inspection Department **1-905-516-1186** at least 5 full working days prior to any operation in the restricted zone.

2. ESTABLISH PIPELINE DEPTH AND LOCATION

- a) Grantee shall expose the pipeline(s) by hand digging or by hydro-vac prior to any mechanical excavation in the restricted zone.

3. PROTECTIVE ENVELOPE

- a) An envelope at least 30 cm. (12") thick of sand or other such clean fill acceptable to the Inspector must be hand compacted around the pipeline, or an acceptable rock shield material used to provide cushioning in rocky or coarse and abrasive soils.

4. ANGLE OF CROSSING

- a) The angle of crossing by railways, highways, or utilities shall be as close as possible to 90 degrees, but not less than 45 degrees in any case.

5. DRAWINGS

- a) Drawings provided to contractors shall contain the following note in bold letters:

**Warning High Pressure Oil Pipeline
Contact Imperial Oil for inspections
5 working days before commencement of work.
Telephone: (905) 689-6652 Ext. 231**

6. FIXTURES

- a) Appurtenances and other support fittings e.g. poles, anchors, sheds, manholes, valves etc., are to be located outside the pipeline right-of-way.

7. RESTORE EASEMENT

- a) Unless above ground installations are being built at the crossing, the surface of the easement shall be restored to its original slope, condition and depth of cover.

8. CLEAN FILL

- a) Clean fill shall be used around the pipelines and over the right-of-way.

9. TEMPORARY FENCE

- a) A highly visible temporary fence, securely affixed, must be erected to restrict access to the pipeline and easement wherever:
- I. An open excavation is on the right-of-way or exposes the pipeline,
 - II. Equipment will be working in the vicinity of the pipeline,
 - III. Precautions are appropriate to protect the public and pipeline.

10. NO CONNECTIONS

- a) No splices, joints or other connections shall be made to cables within the pipeline right-of-way.

11. UTILITY MARKERS

- a) Permanent visible warning signs must be placed and maintained within 3m of the point of crossing.

12. RIGID CONDUIT

- a) Multiple underground cables must be placed in a concrete or rigid conduit for the full width of the right-of-way, or for a distance of 7.5m (25') on either side of the pipeline.

13. SELF-SUPPORTING CONDUITS

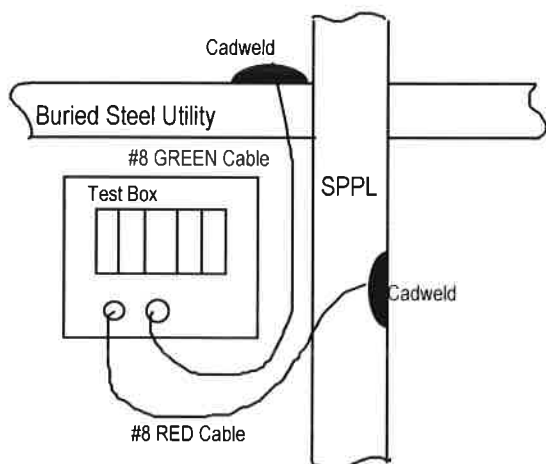
- a) Conduit duct structures must be self - supporting when exposed for a 3 m. span.

14. PROBING PROTECTION

- a) Plastic gas lines and PVC ducts must have a layer of concrete paving stones placed above them at the crossing to guard against possible probing bar damage.

15. CATHODIC PROTECTION

- a) Metallic installations will be required to provide connections from the utility and the pipeline in accordance with the specifications in the accompanying drawing, and carried to a suitable test point, provided neither line has test leads within 150m of the crossing.



16. INSULATE METAL

- a) All metallic installations must be wrapped with a non-conductive insulating material for a minimum distance of 8m on either side of the pipeline.

17. OVERHEAD POWER LINES

- a) Overhead power line crossings must conform to CSA Standard C22-3.

18. AERIAL MARKERS

- a) Aerial warning devices shall be installed on overhead power lines at the crossing point to facilitate safe aerial patrol of the pipeline.

19. CLEARANCE

- a) The traveled surface must be at least 1.2 m. (4') above the top of the pipeline or casing pipe. The ground surface elsewhere in the road right-of-way must be at least 0.8 m. above the top of the pipeline or casing pipe.

20. SUBGRADE MATERIAL

- a) All subgrade material shall be of sufficient strength to safely withstand the design loading conditions and resist the transmission of stress to the pipeline.

21. NOISE WALLS

- a) Noise attenuation walls shall have a removable section over the entire width of the pipeline easement to allow access to the pipeline.

22. PARKING LOTS

- a) Wherever possible parking areas should leave a green strip over the pipeline right-of-way to allow access to the buried pipeline without disturbing the pavement.

23. PAVEMENT REPAIR

- a) If, in order to access its pipeline, Imperial Oil is forced to break the driving or parking surface placed by the Applicant, it shall be the Applicant's responsibility and cost to repair the surface.

24. NO LIABILITY

- a) Imperial does not assume any liability for inconvenience or loss of income due to obstructions created while accessing the pipelines below any parking or driving surface. Imperial will consult with the party owning or operating the surface, EXCEPT IN AN EMERGENCY, prior to undertaking any excavations in the traveled surface area.

25. BORING REQUIREMENTS

- a) The pipeline must be exposed a minimum of 30 cm below the bottom of the pipeline, and far enough ahead of the crossing, to give the inspector adequate time to stop the bore in the event of a problem.

26. VIBRATING COMPACTION

- a) Due to the brittle nature of the coating on the pipeline, there will not be any use of vibrating compaction within 10' (3m) of the pipeline. Static rolling is allowed provided that the cover over the pipeline is sufficient to support the weight of the roller.

27. APPLICABLE STANDARDS

- a) All railway crossings shall be laid in accordance with the approval and conditions set by the Canadian Transport Act, and C.S.A. Standard Z662-03

28. CLEARANCES

- a) Minimum Clearances from the pipeline to:
 - I. Ditch bottoms.....80 cm (30")
 - II. Culverts (conductive drain tiles).....30 cm (12")
 - III. Fence posts and poles shall be kept at least 1.5 m (5') away from the pipeline.

29. TREES

- a) The pipeline right-of-way must be kept clear of trees, shrubbery excepted.

30. TEMPORARY VEHICLE CROSSINGS

- a) Equipment crossing the pipeline must use one crossing point with a minimum cover of 1.2m, or such greater depth of cover or adequate mechanical protection necessary to mitigate the stress on the pipeline.
- b) Excavation machinery shall not be placed on top of the pipeline unless no other alternative is available, in which case the above condition for equipment crossing the pipeline shall apply.
- c) In all cases it is the Applicant's responsibility to prove the adequacy of depth of cover or mechanical protection to avoid putting stress on the pipeline.

31. PIPELINE SUPPORTS

- a) Adequate supports and shoring, as approved by the Inspector, must be provided if over 7m of pipeline is exposed.

32. NO DRAGLINES

- a) Dragline equipment shall not operate within 6m of the pipeline.

33. SPOIL PILES

- a) Temporary spoil piles are only allowed on the right-of-way in cases where absolutely no other alternative is available, and the piles will be there no longer than 2 - 3 weeks.
- b) Spoil piles must be pushed onto the pipeline, and pulled from off the pipelines. Equipment must work from off of the pipeline rather than above it.

34. BLASTING CLEARANCES

- a) The crossing party should use methods other than blasting on the right-of-way, unless impossible. No blasting within 5 feet of the pipeline, in any event.

35. VIBRATION LIMITATIONS

- a) Maximum amplitude of vibration:
 - I. Explosives: 0.152 mm [0.006 in.]
 - II. Repeated mechanical impacts: 0.076 mm [0.003 in.]
 - III. Maximum peak particle velocity: 50 mm/sec [2 in/sec], measured at the ground surface above the pipeline at the point nearest the blast site.
 - IV. Delays shall be designed to prevent cumulative readings.

36. IMPACT PROTECTION

- a) The pipeline must be protected from fly rock and impacts from hoe-rams, drills and other machinery.
- b) All blasts must use matting or other safeguards.
- c) Exposed pipeline must be banded with minimum 2" X 4" planking and may have a maximum unsupported span of no more than 7 m.

37. VIBRATION AND BLASTING SUPERVISION

- a) The crossing party shall notify Imperial Oil of any blasting within 300m of the pipeline.
- b) The crossing party shall retain the services of a registered professional engineer, licensed in the Province of Ontario, to be on site to monitor and control all blasting activities within 60m of the pipeline.
- c) The crossing party shall provide Imperial Oil with a written copy of their plans for blasting within 60m, or hoe ramming within 6m, of the Imperial Oil pipeline, at least 2 weeks prior to the operations in that zone, for review by Imperial Oil and its blasting consultant, and to allow planning for a reduction in operating pressure of the pipeline.
- d) Imperial Oil may retain an independent blasting consultant, *at the expense of the crossing party*, to monitor and approve any blasting within 60m of the pipeline.
- e) No blasting shall take place within 60m of the pipeline until Imperial Oil's Inspector or consultant gives approval to each shot.
- f) Representative readings shall be taken at the start of pile driving or hoe ramming operations delivering more than 10,000 foot-pounds of energy on impact within 6m of the pipeline.

38. TIMING

- a) Blasting close to the pipeline should be arranged to be completed within a single day, if possible.

39. RECORDS

- a) Prior to any blasts within the 60 m zone, or pile driving within 6 m of the pipeline, Imperial Oil or its consultant shall be supplied with a copy of seismograph testifying that the vibration limitations listed above have not been exceeded at the pipeline by any previous blasts or impacts.

40. INSPECTION

- a) A charge will be levied to cover inspection and equipment costs if the inspector is required to remain at the site for a cumulative total of more than 3 days.

- 41.** a) New facilities being installed must take the lower position, 1m separation is required.

Kindly acknowledge Corporation of the City of Sault Ste. Marie's acceptance of this agreement by signing and returning one copy. No activity is to take place within the restricted zone until a signed copy has been returned to Imperial Oil and an Imperial Oil pipeline inspector has issued a "Controlled Area Access Agreement" for the activities.

Thank you very much for your attention and cooperation in helping us with the continued safe operation of our pipeline system.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-140

TRAFFIC: (P3.3) A by-law to amend Schedules “A”, and “F” of Traffic By-law 77-200.

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

1. SCHEDULE “A” OF BY-LAW 77-200 AMENDED

Schedule "A" of By-law 77-200 is amended by deleting the following:

<u>STREET</u>	<u>SIDE</u>	<u>FROM</u>	<u>TO</u>	<u>PROHIBITED TIMES OR DAYS</u>
“Albert Street West	south	West Street	Hudson Street	anytime
Albert Street West	south	Hudson Street	100 m east of Hudson St.	0700 hrs. to 0900 hrs. 1500 hrs. to 1600 hrs. Monday to Friday
Albert Street West	south	100 m east of Hudson St.	Gore Street	any time
Albert Street West	north	Sinclair Street	The west limit of civic no. 454 Albert St. W.	any time
Albert Street West	north	west limit of civic no. 454 Albert St. W.	30 m east of C.P.R. tracks	0800 hrs. to 1700 hrs. Monday to Friday September 1 st to June 30 th
Albert Street West	north	east limit of civic no. 578 Albert St. W.	James St.	any time

Fourth Line	north	in front of Christ The King School between the signs as laid out for a distance of 70 m		any time
Hudson Street	east	Wellington Street	Bloor Street	any time
Hudson Street	west	Cathcart Street	Wellington Street	any time
Huntington Park	east	Wellington St. E.	South limit of driveway to Civic No. 12 Huntington Pk	0900 hrs. to 1000 hrs. 1400 hrs. to 1500 hrs. Saturdays, Sundays and holidays excepted. September 1 st to October 31 st April 1 st to June 15 th
Nicholas Street	east	Trunk Road	76 m south of Trunk Rd.	any time
Nicholas Street	west	18 m south of Trunk Rd.	25 m south of Trunk Rd.	any time
St. Thomas Street	south & east	Bay Street	Pim Street	any time
Thompson Street	east	Albert St.	34 m south of Albert St.	0900 hrs. to 2200 hrs. 1400 hrs. to 1500 hrs.

Thompson Street	west	Albert Street	34 m south of Albert St.	1000 hrs. to 1100 hrs. 1300 hrs. to 1400 hrs."
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Schedule "A" of By-law 77-200 is amended by adding the following:

"Albert Street West south West Street Gore Street any time

2. SCHEDULE "F" OF BY-LAW 77-200 AMENDED

Schedule "F" of By-law 77-200 is amended by deleting the following:

<u>INTERSECTION</u>	<u>DIRECTION OF TRAFFIC</u>	<u>STOP STREET</u>
"Sinclair Street & Albert Street	northerly	Sinclair Street".

3. EFFECTIVE DATE

This by-law is effective on the day of its final passing.

PASSED in open Council this 17th day of July, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-141

WALK OF FAME: (L5.2) A by-law to amend By-law 2002-193.

THE COUNCIL of the Corporation of the City of Sault Ste. Marie **ENACTS** as follows:

1. **BY-LAW 2002-193 AMENDED**

By-law 2002-193 is amended as follows:

Section 1 ESTABLISHMENT OF AWARD

Section 1 is deleted and replaced with “There is hereby established an award in the form of granite maple leaves within the downtown area to be known as the ‘Sault Ste. Marie Walk of Fame’”.

Section 3 (1) WALK OF FAME GENERAL PROVISIONS

The words “other outstanding contribution to the community” are deleted.

Section 3 (2)

The words “1st day of April” are deleted and replaced with “31st day of March”.

Section 3 (3)

The words “five (5) awards” are deleted and replaced with “two (2) awards”.

2. **BY-LAW 2002-193 FURTHER AMENDED**

By-law 2002-193 is further amended by deleting all references to a “star” and replacing it with “granite maple leaf/leaves”.

3. **EFFECTIVE DATE**

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

PASSED in open Council this 17th day of July, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK –MALCOLM WHITE

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-142

AGREEMENT: (P3.4(4)) A by-law to authorize the execution of the Assignment Agreement between the City, BK Marketing Services and Sudbury Wolves Hockey Club Ltd. in which the City consents to the assignment of the Agreement dated February 19, 2013 from BK Marketing Services to Sudbury Wolves Hockey Club Ltd.

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 Assignment Agreement dated September 12, 2016 between the City, BK Marketing Services and Sudbury Wolves Hockey Club Ltd., a copy of which is attached as Schedule "A" hereto. This Assignment Agreement allows the City to consent to the assignment of the Agreement dated February 19, 2013 from BK Marketing Services to Sudbury Wolves Hockey Club Ltd.

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 17th day of July, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-143

PARKING: (P3.9(4)) A by-law to appoint by-law enforcement officers to enforce the by-laws of The Corporation of the City of Sault Ste. Marie.

WHEREAS from time to time persons have been appointed by-law enforcement officers;

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

1. **SCHEDULE “A” TO BY-LAW 93-165 REPEALED**

Schedule “A” to By-law 93-165 is hereby repealed and replaced with Schedule “A” attached to this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 17th day of July, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

SCHEDULE "A"

<u>BADGE</u>	<u>SPECIAL CONSTABLE</u>	<u>EMPLOYER</u>	<u>PROPERTY LOCATION</u>
26	MCLEOD, ROD	FLEMING & SMITH	378 QUEEN ST E & APARTMENTS & 27 KING ST
30	RENOELL, VERN	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
109	SEBECIC, JOHN	DENTAL BUILDING	946 & 216 QUEEN ST E
151	PARR, DEREK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
153	TASSONE, VITO	TASSONE CHIROPRACTIC	673 QUEEN ST E
163	BUMBACCO, PHILIP	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
196	MCGRAYNE, LAURA LEE	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
241	COGHILL, ROBIN	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
253	TRAVSON, TERRANCE	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
267	CORBIERE, JOHN (TED)	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
276	SMITH, DENNIS, ROBERT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
321	LORENZO, COREY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
334	MILLER, BRADLEY	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
335	GROSSO, DONALD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
344	HARPE, KEN	HOLIDAY INN	320 BAY ST
346	HAZLETON, MARGARET	CITY OF SAULT STE MARIE	BELLEVUE MARINA & PARK/BOYDAR MARINE & PARK/STRATHCLAIR DOG PARK & SPORTS COMPLEX/QUE SPORTS COMPLEX
366	TROINOW, VICTORIA	G4S SECURE SOLUTIONS	SAULT HOSPITAL
370	HANSEN, LOUIS	ONT FINNISH HOME ASS	725 NORTH ST
372	BENOIT, ALAIN	ONT FINNISH HOME ASS	725 NORTH ST
374	TAAVEL, ANDRE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
391	MCLEOD, HEATHER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
397	LAFRANBOISE, YVON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
400	JOHNSON, MICHAEL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
410	POYNER, HAROLD	G4S SECURE SOLUTIONS	SAULT HOSPITAL
411	MOORE, ROBERT	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
420	FABIANO, ANTONIO	G4S SECURE SOLUTIONS	SAULT HOSPITAL
435	TRAMBLE, GEORGE	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
441	WILSON, DAVID	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
442	MACLENNAN, MATTHEW	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
443	MARCIL, MARK	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
446	HALLIDAY, DANA	SAULT COLLEGE	443 NORTH IERN AVE
456	CONEYBEARE, KEVIN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
459	SLEEMAN, RAY	G4S SECURE SOLUTIONS	SAULT HOSPITAL
480	BOUGIE, DAN	G4S SECURE SOLUTIONS	SAULT HOSPITAL
483	MORIN, ALEX	CORPS OF COMM	
484	DITOMMASO, RYAN	2220917 ONT INC	489 BAY ST/635 QUEEN ST E
485	DELAVALLE, DON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
484	MCLEOD VIRGINIA	CITY OF SAULT STE MARIE	BELLEVUE MARINA & PARK/BOYDAR MARINE & PARK/STRATHCLAIR DOG PARK & SPORTS COMPLEX/QUE SPORTS COMPLEX
486	LONGO, NADIA	GT NORTH RETIREMENT	760 NORTHERN RD
487	ROUGEAU, MARISA	GT NORTH RETIREMENT	760 NORTHERN RD
488	LEFLEUR, MARILYN	GT NORTH RETIREMENT	760 NORTHERN RD
489	MCQUEEN, WANDA	GT NORTH RETIREMENT	760 NORTHERN RD
490	LUXTON, JEFF	GT NORTH RETIREMENT	760 NORTHERN RD
493	BROWN, FRASER	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
516	GAY, JAMES	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
517	ROY, BRENDA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
522	MCNAMA, STEVEN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
523	MCBRIDE, GUY	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
526	JOHNSTON, CORY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
537	GRAWBARGER, KYLE	G4S SECURE SOLUTIONS	SAULT HOSPITAL
541	DIMMA, WILLIAM	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
547	LIEPA, MATTHEW	ALGOMA CENTRAL PROP	STATION MALL/STATION 49/STATION TOWER
548	CARON, ROGER	CITY OF SAULT STE MARIE	99 FOSTER DR (CIVIC CENTRE)
556	ARCAND, SCOTT	G4S SECURE SOLUTIONS	SAULT HOSPITAL
565	LISCUMB, GERALD	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
568	SWEET, WILLARD	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
569	PICK, DENNY	CORPS OF COMM	SAULT AIRPORT
574	BOUCHARD, DARYL	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
580	CHARLETTE, ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
587	GIULETTI, MATTHEW	G4S SECURE SOLUTIONS	SAULT AIRPORT / HOSPITAL
599	BUMBACCO, CARL	CB HOME INSTALLTIONS	321 JOHN ST /342.346 ST GEORGE'S AVE
601	HART, JASON	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERITES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QUE ECOMPLEX/JOHN RHODES/726 QUEEN ST
602	GREENWOOD, LESLIE	GREENWOOD HARDWARD	41 ALBERT ST W
603	LAMMING, DAVE	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
604	WAGNER, MATTHEW	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QUE SPORTS COMPLEX
607	FROST, CHRISTIAN	CITY OF SAULT STE MARIE	TRANSIT SERVICE AREA
608	ALISAT, THOMAS	ALISATS RUST PROOFING	24 QUEEN ST W
609	ROBINSON, SHAWN	ALISATS RUST PROOFING	24 QUEEN ST W
611	MIZZI, PRESTON	WENDY'S	1 QUEEN ST W
617	SAVAGE, SAMUEL	G4S SECURITY	SAULT HOSPITAL
619	BERTO, DEBORAH	GATEVIEW REALTY INC	304-310 ALBERT ST/420A & B MCNABB/715 DOUGLAS/67 ELGIN/47 PRINCESS
620	FERA, NORMAN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE
622	PROULX, PATRICK	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEEN CENTRE/NORTHERN COMMUNITY CENTRE

623	AYTON,BENJAMIN	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
624	MIHALIUK,JASON	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
626	CHARRON,ROBERT	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
627	BAKER,WILLIAM	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
632	SAVAGE,MATT	G4S SECURITY	SAULT HOSPITAL
633	HILL,MICHAEL	NORTH EAST SECURITY	8 COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
634	TIBBLES,COLLEEN	STANDARD PARKING	ONTARIO REALITY CORP/ROBERTA BONDAR PLACE/426 QUEEN ST E/BREWERY BLOCK
637	TOMASONE,LUIGI	LOU'S AUTOMOTIVE	317 ALBERT ST E
638	SICOLY,TERESA	AIRPORT	1-475 AIRPORT RD
639	PANITILA,KIM	NORPROP SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
643	SHAW,KEVIN	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
644	SANTA MARIE,ROBERT	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
646	BOOTH,ABBY	CITY OF SAULT STE MARIE	JOHN RHODES/ESSAR CENTRE/MCKEN CENTRE/NORTHERN COMMUNITY CENTRE
647	DAFOE,TRUDY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
648	ELWGREN,STEPHEN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
649	GRAHAM,STEVEN	FENGATE PROPERTY	248 NORTHERN AVE
650	LANG,RICHARD	G4S SECURITY	SAULT HOSPITAL
651	HUTCHINSON, HILLARY	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
653	BIOCCHI,CHRISTOPHER	AIRPORT	1-475 AIRPORT RD
659	MARCIL,BONNIE	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
664	HAMMERSTEDT,ERIC	STRICTLY CONFIDENTIAL INC	RJ'S MARKET
665	MATTHEWS,SUANNE	NORTHLAND ANIMAL HOSP	695 TRUNK RD
666	AITKEN,ANDREW	G4S SECURITY	SAULT HOSPITAL
667	MCLAUGHIN,RYAN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
669	BOREAN,RICK	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
670	MCGUIRE,STEVE	REGENT PROPERTY	402/302 BAY ST
671	MCGUIRE,PATRICK	REGENT PROPERTY	402/302 BAY ST
672	LEWIS,RYAN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
674	DERASP,RICHARD	CORPS OF COMM	SAULT AIRPORT
675	KELLY,MATTHEW	G4S SECURITY	SAULT HOSPITAL
676	THOMPSON,JOHN	CORPS OF COMM	SAULT AIRPORT
677	MACMILLAN,TYLER	CORPS OF COMM	SAULT AIRPORT
678	FERRON,JENNIFER	CORPS OF COMM	SAULT AIRPORT
679	CHATEAUNEUF,YVON	CORPS OF COMM	SAULT AIRPORT
680	MACGREGOR,CHRIS	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
681	SCHMIDT,KEATON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
682	HALFORD,KEVIN	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
683	SEMEYEL, ADAM	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
684	RICKARD,EVAN	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
685	HORNBY,BRANDON	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
686	ASH,KEITH	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
687	POSSAMAI,MIKE	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
688	KING,MICHAEL	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
689	SUBRAMANIAM,DASA	DAYS INN	332 BAY ST
690	VANDERKLIFF, RENE	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
691	ADDISON, ERIN	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
692	RHEAUME, DANIEL	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
693	O'SHAUGHNESSY, CONOR	NORPRO SECURITY	DAVEY HOME/QUEENSCENTRE/HURON ST PROPERTIES/ALGOMA PUBLIC HEALTH/556 QUEEN STRATHCLAIR DOG & SPORTS/QE ECOMPLEX/JOHN RHODES/726 QUEEN ST
694	LIPPE, ANDREW	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
695	LAURICELLA, DIEGO	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
696	CLARIDA, JEFF	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
697	OLAR, GREG	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
698	DEPLONTY, HERBERT	CITY OF SAULT STE MARIE	PUBLIC WORKS PLOWING AREAS
699	QUARELL, ROBERT	SKYLINE LIVING	621, 627, 631 MACDONALD AVE
700	FORD, BRIAN	G4S SECURITY	SAULT HOSPITAL
701	CHIMFEMBE, CHILUFYA	NORTH EAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
702	CARRICATO, CHIELSEA	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
703	DIAS, CODY	G4S SECURITY	SAULT HOSPITAL
704	GLOVER, LAURA	G4S SECURITY	SAULT HOSPITAL
705	DEGLIO, JOEY	G4S SECURITY	SAULT HOSPITAL
706	GAGNON, JACQUES	G4S SECURITY	SAULT HOSPITAL
708	POWLEY, CHAD	NORTHEAST SECURITY	S COLLEGE/A UNIVERSITY & RES /ESSAR CENTRE/GHC/CAMBRIAN MALL/TENARIS/JOHN RHODES/QE SPORTS COMPLEX
709	SCHMIDT, ALEX	CITY OF SAULT STE MARIE	BELLUVUE MARINA & PARK/ BONDAR MARINE & PARK/STRATHCLAIR DOG PARK&SPORTS COMPLEX/QE SPORTS COMPLEX
710	HOTCHKISS, ROBERT	Riversedge Developments	503 BAY ST
711	MASON, STEPHEN	Riversedge Developments	503 BAY ST
712	KOOSTACHIN, ANDREW	Ontario Finnish Resthome	725 North St
713	Cho, Linda	Jennex Cho Enterprises	129 Second Line West
714	DESANDO, ALEXANDER	G4S SECURITY	SAULT HOSPITAL

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-144

COUNCIL PROCEDURE: (A1.6) A by-law to adopt the rotation list for Acting Mayor for the current Council session and to repeal By-law 2014-250 being a by-law to adopt the rotation list for Acting Mayor for the current Council session and to repeal By-law 2016-24 being a by-law to amend By-law 2014-250.

WHEREAS on June 24, 2013, City Council passed By-law 2013-100, the "Procedure By-law" for the Council of the City of Sault Ste. Marie;

AND WHEREAS Section 2.5 of By-law 2013-100 requires that a rotation list for Acting Mayor be created at the first regular meeting of Council in its term;

AND WHEREAS By-law 2014-250 passed on December 15, 2015 being the by-law to adopt the rotation list for the current City Council has to be repealed in order to reflect certain changes to the composition of Council;

AND WHEREAS By-law 2016-24 passed on February 22, 2016 being the by-law to amend By-law 2014-250 has to be repealed in order to reflect certain changes to the composition of Council;

NOW THEREFORE The Council of The Corporation of the City of Sault Ste. Marie, pursuant to Section 238 of the *Municipal Act, 2001*, S.O. 2001, c. 25, and amendments thereto **ENACTS** as follows:

1. **ROTATION LIST FOR ACTING MAYOR**

During the month indicated in column 1, the Councillor indicated in column 2 shall be the Councillor who shall act as Acting Mayor in accordance with Section 2.5 of By-law 2013-100.

MONTH	COUNCILLOR NAME
JANUARY	JOE KRMPOTICH
FEBRUARY	PAUL CHRISTIAN
MARCH	RICK NIRO
APRIL	STEVE BUTLAND
MAY	OZZIE GRANDINETTI
JUNE	MARCHY BRUNI
JULY	MATTHEW SHOEMAKER
AUGUST	JUDY HUPPONEN
SEPTEMBER	SUSAN MYERS
OCTOBER	FRANK FATA
NOVEMBER	SANDRA HOLLINGSWORTH
DECEMBER	LOU TURCO

2. **BY-LAW 2014-250 REPEALED**

By-law 2014-250 is hereby repealed.

3. **BY-LAW 2016-24 REPEALED**

By-law 2016-24 is hereby repealed.

4. **EFFECTIVE DATE**

This by-law shall be effective from the date of its final passing.

PASSED in open Council this 17th day of July, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

mw \\citydata\LegalDept\Legal\Staff\BY-LAWS\2017\2017-144 Amend By-law 2016-24 Rotation List for Acting Mayor.doc

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-145

AGREEMENT: (P1.3) A by-law to authorize the execution of the Agreement between the City and Dillon Consulting Limited for a report on population, employment and housing projections, and commercial and industrial land needs analysis.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and Dillon Consulting Limited, a copy of which is attached as Schedule "A" hereto. This Agreement is for a report on population, employment and housing projections, and commercial and industrial land needs analysis.

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 17th day of July, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

AGREEMENT FOR PROFESSIONAL SERVICES

1. This Agreement for Professional Services (this "Agreement") is between DILLON CONSULTING LIMITED ("Dillon"), and The Corporation of the City of Sault Ste. Marie (the "Client").
2. The Client is a:
 - ☒ Corporation incorporated under the laws of Ontario;
 - ☐ Partnership having the following general partners _____;
 - ☐ Sole Proprietorship; or
 - ☐ Other (please specify) _____
3. The Client acknowledges that it has read, understood and accepts the following attachments which form part of this Agreement:
 - A. Terms of Engagement (dated December 21, 2015).
 - B. Population, Housing and Employment Projections – Commercial and Industrial Land Needs Analysis from Dillon, dated June 28, 2017 (the "Proposal").
 - C. Other:
 - i) Request For Proposal: 2017CDE-PE-02-P
4. The Client agrees to the following additions or amendments to the attached Terms of Engagement:
 - A. The laws of Ontario shall govern all matters arising out of this agreement and the venue for any related litigation will be Toronto.
5. The Client:
 - A. Authorizes Dillon to proceed with the work described in the Proposal;
 - B. Acknowledges that it has had the opportunity to read, discuss and negotiate the attached Terms of Engagement prior to executing this Agreement;
 - C. Agrees to be bound by and comply with the provisions of this Agreement, the attached Terms of Engagement and Proposal, and any other attachments to this Agreement;
 - D. Agrees that the signing of a facsimile copy or portable document format (PDF) copy of this Agreement and any amendments thereto shall have the same effect as the signing of an original; and
 - E. Agrees that the retention of an electronic version of this agreement is permitted and that the subsequent production of an electronic version of this document shall be treated as if it was the production of an original signed copy.

DILLON CONSULTING LIMITED:

Per: _____
I/We have authority to bind Dillon.

Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind Dillon.

Name: _____
Title: _____
Date: _____

THE CLIENT:

The Corporation of the City of Sault Ste. Marie

Per: _____
I/We have authority to bind the Client.

Name: **Christian Provenzano**
Title: **Mayor**
Date: _____

Per: _____
I/We have authority to bind the Client.

Name: **Malcom White**
Title: **City Clerk**
Date: _____

DILLON CONSULTING LIMITED - TERMS OF ENGAGEMENT

These terms of engagement govern the services to be provided by Dillon Consulting Limited ("Dillon") to the Client and constitute part of the agreement for services between Dillon and the Client (the "Agreement"). By accepting Dillon's offer of services, the Client agrees to be bound by and comply with these terms of engagement.

1. Warranty

1.1 Dillon warrants that it will perform its services with the standard of due care and diligence usually practised by the consulting profession, at the time that the services are rendered. The Client acknowledges and agrees that all other warranties, representations or remedies, express or implied, except the warranty for loss of the work required under Section 2118 of the Civil Code of Quebec are excluded and the Client agrees to waive any right, remedy or cause of action it may have with respect to such warranties, representations or remedies. In addition, the Client agrees to defend and indemnify Dillon from all other liability, including but not limited to liability for direct, incidental or consequential damages arising in connection with Dillon's actions, whether such liability arises in contract, tort or otherwise.

2. Limitation of Liability

2.1 Dillon's liability to the Client and all claimants not party to this agreement shall be limited to injury or loss caused by negligence of Dillon and/or sub-consultants for which it is responsible. The total amount of Dillon's liability for said negligence shall not exceed the lesser of \$50,000.00 or Dillon's fees for this project in total for all claims, costs and expenses and the Client hereby waives all claims in excess of this amount howsoever arising including any claim for contribution and indemnity which the Client may have against Dillon. The Client irrevocably and unconditionally agrees to defend, indemnify and hold Dillon harmless from all claims and expenses associated therewith resulting from claims brought by other parties in excess of the aforesaid limit.

2.2 Increased liability limits may be negotiated prior to the commencement of services by Dillon upon the prior written request of the Client, the payment of an additional fee as determined by Dillon, and the prior written agreement of Dillon.

3. Confidentiality

3.1 Documents prepared by Dillon and provided to the Client (the "Dillon Documents"), such as proposal documentation, reports and any documentation containing professional advice, are intended exclusively for the purposes, project and site locations outlined in those documents. The information contained in any Dillon Document may not be appropriate for other uses by the Client or for use by third parties and any such use or reuse is at the sole risk of the user.

3.2 Certain Dillon Documents contain confidential information which is the intellectual property of Dillon and which is provided to the Client solely for the purposes outlined in the document. The Client shall not provide any such confidential information to

any other person, or use the information in a manner other than prescribed in the Dillon Document or Documents without the prior written consent of Dillon.

4. Provision of Relevant Information

4.1 The Client shall provide Dillon with all relevant information of which the Client is aware and which may be required by Dillon to perform its services for the Client. Without limiting the generality of the foregoing, if the Client has knowledge of or suspects that hazardous materials may exist at any site at which services are to be performed by Dillon, the Client shall provide this information promptly to Dillon in writing.

4.2 Dillon shall not be responsible or liable for any incorrect or inadequate advice, report, recommendation, finding, decision or conduct based either directly or indirectly on inaccurate or inadequate information supplied by the Client.

5. Site Access, Subterranean Structures and Utilities

5.1 The Client shall grant or obtain free and ready access to each project site at which Dillon is to perform services for the Client. The Client shall notify all owners and occupiers of property at the project site that Dillon is to be granted free and ready access to the site.

5.2 Unless otherwise agreed in writing by Dillon and the Client, the Client shall delineate accurately on the Client's property all subterranean structures and utilities. The Client assumes sole and complete responsibility for any damage or injury caused to any person, property, subterranean structures or utilities because of incorrect or inadequate information provided to Dillon and the Client agrees to indemnify, defend and hold Dillon harmless from any claim or liability for injury or loss resulting from such damage or injury.

6. Samples

6.1 Unless otherwise agreed in writing, all samples obtained by Dillon, including soil cores, may be discarded by Dillon within 30 days after submission of Dillon's report to the Client. A mutually agreed storage fee will be charged to the Client for any samples stored longer than this 30 day period.

6.2 If any of the samples contain substances or constituents that Dillon believes may be hazardous or detrimental to the environment or human health and safety, Dillon may, at the Client's expense, return such samples to the Client or dispose of the samples in a manner deemed appropriate by Dillon.

7. Force Majeure

7.1 Notwithstanding any other provision of the Agreement, Dillon shall not be deemed in breach of the Agreement or liable for any failure or delay in performing any of its obligations under the Agreement, if the failure or delay is caused directly or indirectly by any event or circumstance beyond Dillon's control, including, without limiting the generality of the foregoing, acts of God, government or civil or military

authority, inclement weather, fire, flood, labour trouble, failure of transportation, accident, act or omission of the Client or anyone employed or engaged directly or indirectly by the Client, or the discovery of hazardous or potentially hazardous materials or situations at or near the project site.

7.2 Where an event or circumstance of the kind referred to in Clause 7.1 arises, Dillon may, at its option, extend the period of time for completion of the Agreement or terminate the Agreement.

8. Payment

8.1 Unless otherwise stipulated in this agreement for services, the Client shall pay Dillon for its services as follows (applicable taxes are extra):

- (a) payment shall be made within thirty days of the date of Dillon's invoice;
- (b) interest shall be paid by the Client at an annual rate equivalent to the average bank prime rate plus 4% on all amounts unpaid within 30 days of the date of Dillon's invoice, with payment to be applied first to accrued interest and then to the unpaid principal amount.

9. Independent Professional Services Consultant

9.1 Unless otherwise agreed in writing by Dillon and the Client, it is acknowledged that Dillon is an independent professional services consultant in performing services under this agreement, and accordingly it is further acknowledged that Dillon is an independent contractor.

10. Defects in Service

10.1 The Client shall promptly report to Dillon any defects or suspected defects in Dillon's work or services of which the Client becomes aware, so that Dillon may take measures to minimize the consequences of such defects. Failure by the Client to notify Dillon in a timely manner shall relieve Dillon of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given. No unilateral withholdings, deductions or offsets shall be made from Dillon's compensation for any defects or suspected defects unless Dillon has been found legally liable for such amounts.

11. Suspension of Services

11.1 If the Client fails to make payments when due, or otherwise is in breach of the Agreement, Dillon may suspend performance of services upon five (5) calendar days' notice to the Client. Dillon shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension.

12. Agreement

12.1 These terms of engagement govern the services to be provided by Dillon under the Agreement, shall be amended only by the written agreement of Dillon's authorized representative and the Client, and shall not be altered or supplemented by any other understanding or agreement. The Client waives its right to unilateral resiliation of contract under the Civil Code of Quebec and undertakes not to seek termination of the Agreement during

the term of the Agreement.

12.2 The Agreement, of which these terms of engagement form a part, shall be governed by and interpreted in accordance with the laws of the province or territory of jurisdiction named on the Agreement for Professional Services.

12.3 Titles and section headings are for convenience of reference only and shall not be considered in interpreting the text of the terms of engagement.

12.4 If any clause in these terms of engagement is held illegal, invalid or unenforceable in whole or in part, the remaining clauses shall not be impaired and shall remain in full force and effect. All limitations of liability, releases, indemnities and similar provisions shall survive termination of the Agreement for any cause, and shall apply even in the event of the fault, negligence or other liability of Dillon, and shall extend to the officers, directors, employees and agents of Dillon.

**Revised December 21, 2015 and
July 4, 2017**

June 28, 2017

RFP: 2017CDE-PE-02-P

REQUEST FOR PROPOSAL

Population, Housing and Employment Projections
- Commercial and Industrial Land Needs Analysis

Sault Ste. Marie, Ontario



Submitted by:
Dillon Consulting Limited
177 Colonnade Road
Suite 101
Ottawa, Ontario, K2E 7J4

June 28, 2017



The City of Sault Ste. Marie
99 Foster Drive – Level 2
Sault Ste. Marie, Ontario
P6A 5X6

Attention: Mr. Tim Gowans
Manager of Purchasing

Mr. Don McConnell
Director of Planning

**Re: Proposal for Population, Housing and Employment Projections –
Commercial and Industrial Land Needs Analysis (File 2017CDE-PE-02-P)**

177 Colonnade Road
Suite 101
Ottawa, Ontario
Canada
K2E 7J4
Telephone
613.745.2213
Fax
613.745.3491

INTRODUCTION LETTER

Dear Tim and Don,

Dillon Consulting Limited (Dillon) and metro economics are pleased to submit our proposal for the above-captioned study. We believe that we offer extensive experience, a thorough methodology, and competitive pricing for this work.

I trust that you will find everything in order. Should you have any questions, please do not hesitate to contact me at rbaksh@dillon.ca or 613.745.6338 ext. 3049.

Yours sincerely,

DILLON CONSULTING LIMITED

Rory Baksh, RPP, MCIP
Project Manager

P. Shawn Doyle, P.Eng.
Officer – Signee has Authority to Bind
the Proponent to the contents of the
Proposal including pricing

Encls.

Dillon Consulting
Limited

Table of Contents

Letter of Introduction

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Project Team Member CVs are appended in the following order:
Rory Baksh, Tom McCormack, and Justine Giancola

Commercial Confidentiality Statement

This document contains trade secrets or scientific, technical, commercial, financial and labour or employee relations information which is considered to be confidential to Dillon Consulting Limited ("Dillon"). Dillon does not consent to the disclosure of this information to any third party or person not in your employ. Additionally, you should not disclose such confidential information to anyone in your organization except on a "need-to-know" basis and after such individual has agreed to maintain the confidentiality of the information and with the understanding that you remain responsible for the maintenance of such confidentiality by people within your organization. If the head or any other party within any government institution intends to disclose this information, or any part thereof, then Dillon requires that it first be notified of that intention. Such notice should be addressed to: Dillon Consulting Limited, 235 Yorkland Boulevard, Suite 800, Toronto, Ontario M2J 4Y8, Attention: President.

1.0 Introduction and Company Profile

Dillon Consulting and metro economics have partnered together to offer the City of Sault Ste. Marie our combined strengths in forecasting and land needs planning for the upcoming new Official Plan. The firms have individually worked throughout Ontario comprehensive reviews and land needs analysis, and we have worked together in the past. Our proposal explains the excellent value and deep insight that we believe makes us the ideal team for this assignment.

1.1 Corporate Profile of Dillon Consulting

Dillon is a Canadian-owned professional consulting firm that has been in business for over 70 years. We are 700 people strong with an award-winning practice of professional planners. The planning team at Dillon includes 40 staff across the country, with the core talent located in Ontario. Dillon is 100% employee-owned by our 50 Partners, approximately 150 Associates, and many of our full-time employees.



We are one of Ontario's most well-respected groups of planning professionals and recognized for effective solutions to complex growth, development, policy, and sustainability challenges. Most importantly, we have developed deep expertise in comprehensive reviews (projections and land needs) and growth management planning, and have successfully maintained a positive reputation with the Ministry of Municipal Affairs while also effectively serving the growth planning needs of communities under the regime of the Provincial Policy Statement.

Our growth management planning clients include the Province as well as municipalities such as Lanark (County), Kingston, Kawartha Lakes, Cornwall, Belleville, Hastings Highlands (Hastings County), Dufferin County, the Region of Niagara, Hamilton, and Chatham-Kent. Our experience across the Province helps us achieve reliable forecasts and land needs analysis that are customized to local needs while following provincial guidelines for this work.

This assignment will be led from our Ottawa office, where our award-winning project manager and principal planner specializing in comprehensive reviews and official plans, Mr. Rory Baksh, RPP, is located. Rory manages the Ottawa office of 26 staff that includes planners, civil engineers, environmental engineers, ecologists, and technologists.

1.2 Corporate Profile of metro economics

metro economics is an economic consulting firm that specializes in assessing historical trends and in modeling the economic and demographic future of countries, provinces, states, metropolitan areas, regions, counties and individual municipalities and in carrying out customized investigations of local area past trends and prospects. The firm is a sole proprietorship owned and operated by President Tom McCormack, and has been in business for over 25 years. It was formerly known as Strategic Projections until it was recently re-branded to metro economics to better reflect Tom's knowledge of Canadian, Ontario, and regional economics that shape the firm's forecasting work.



metro economics regularly produces and updates detailed long-term projections to 2071 of output, employment, households, and personal income for both the United States and Canada, at the national, state/provincial and sub state/provincial level. The firm's clients include municipalities, provincial government departments, retailers, property developers, utilities, transportation service providers and planning consultants. metro economics is a

Proposal for the City of Sault Ste. Marie Population, Housing and Employment Projections – Commercial and Industrial Land Needs Analysis

partner corporation of the *Centre for Spatial Economics (C4SE)*. The partnership was established in 2000 with *Stokes Economic Consulting Inc.* to improve the quality of geographic economic research in a Canadian setting.

metro economics specializes in developing assessments of the economic and demographic potential of large areas and individual communities. metro economics' work in this area in recent years has included: the County of Lanark (2017), the Regional Municipality of Niagara (2016), the City of Spruce Grove (2016), the Fredericton Metropolitan Area (2016), Parkland County (2014), the City of Fort Saskatchewan (2014), the City of Troy NY (2014), the Kingston CMA (2013), the City of Toronto (2012), the City of Calgary (2012), the City of Regina (2011), the Greater Victoria Area (2010), the City of Saint John (2010), Elgin County (2010), the Greater Peterborough Area (2012 and 2009), Northumberland County (2008), the City of Temiskaming Shores (2008), Muskoka District (2007), the City of Barrie (2003), the City of Hamilton (2002), the City of Ottawa (2001) and the Greater Toronto Area (1999).

Role of metro economics in this study

The firm of metro economics will carry out the population, housing, and employment study that underpins the tasks outlined in the RFP, including a detailed assessment of the future population of the municipality by age and gender, the dwellings required by structural type to accommodate the projected population growth, the number of jobs that will be provided by employers by industry and the number of job holders that will reside in the municipality and fill either jobs in the municipality or in nearby employment centres.

2.0 Our Extensive Project Experience

County of Lanark

Projections and Land Needs Analysis

Project Budget: \$60,000 forecasting and land needs

Reference: Leslie Drynan, County Clerk/Deputy CAO, ldrynan@lanarkcounty.ca, 613.267.4200 x1502

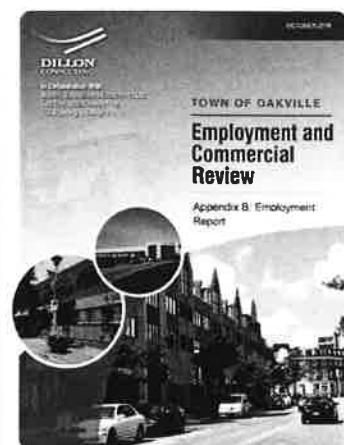
In 2017, the team of Dillon Consulting and metro economics were retained to carry out a forecast of population, housing, and employment needs, and then complete a land needs analysis across the County. The work examines the regional market dynamics that drive population, housing, and employment, and has development a long-range forecast using the 2016 Census. Base year Census numbers have been extrapolated so that the forecast years are aligned to the 20-year timeframe for the County's updated Official Plan. Work is currently on-going to complete the land needs analysis (residential and non-residential).

Town of Oakville

Oakville Employment and Commercial Review

Reference: Diane Childs, Manager of Long Range Planning, diane.childs@oakville.ca, 905.845.6601 x3986

Dillon Consulting was retained in the spring of 2015 to provide a long-term land needs assessment for Oakville's commercial and employment areas to 2041. A key objective of this assignment was to ensure that Oakville continues to develop as a competitive community which is well-balanced between population and employment. In addition to determining the land need for these major land uses, the study also provides a series of policy directions to support employment and commercial land use planning.



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Proposal for the City of Sault Ste. Marie Population, Housing and Employment Projections – Commercial and Industrial Land Needs Analysis

City of Kawartha Lakes

Land Needs Analysis (Lindsay, Bobcaygeon, Omemee, Fenelon Falls, Woodville) and Commercial Review

Project Budget: \$160,000

Reference: Richard Holy, Manager of Planning, rholy@city.kawarthalakes.on.ca, 705.324.9411 ext. 1330

The City of Kawartha Lakes Growth Management Strategy and New Official Plan fell short in the planning of its five key settlement areas. Dillon was retained to complete the unfinished work, and conducted the land needs analysis for each settlement area and to specifically justify growth in Fenelon Falls. Recognizing that commercial has also not been addressed in previous studies, Dillon conducted an analysis of the commercial structure and provided an opinion to Council. Work was also completed to address employment lands conversions on sites that can serve a greater public interest. The work has been implemented through six OPAs that Dillon prepared.

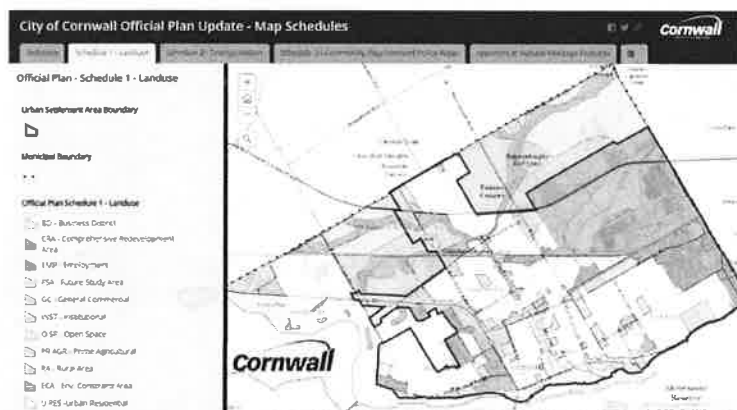


City of Cornwall

Projections, Land Needs, New Settlement Area Boundary, and New Official Plan

Project Budget: \$165,000

Reference: Mary Joyce-Smith, Senior Planner, msmith@cornwall.ca, 613.930.2787



Dillon was retained to update the 10-year old Cornwall Official Plan to conform to the PPS (2014) through a comprehensive review. Dillon led the comprehensive review component (forecasting and land needs analysis), an extensive policy analysis, wrote the updated text, and drew up the new maps for the Official Plan. The City had never before delineated a settlement area boundary and we worked extensively with staff to help them transition from their old approach of phased areas (constituting a surplus of land) to a planned hierarchy of growth areas matched to the 20-year forecast. On-going liaison with MMAH

was used to speed the process of Ministerial approval. The project's successes include identification of an additional 100 ha of land for employment uses and the first ever PPS-compliant settlement area boundary for Cornwall.

Proposal for the City of Sault Ste. Marie Population, Housing and Employment Projections – Commercial and Industrial Land Needs Analysis

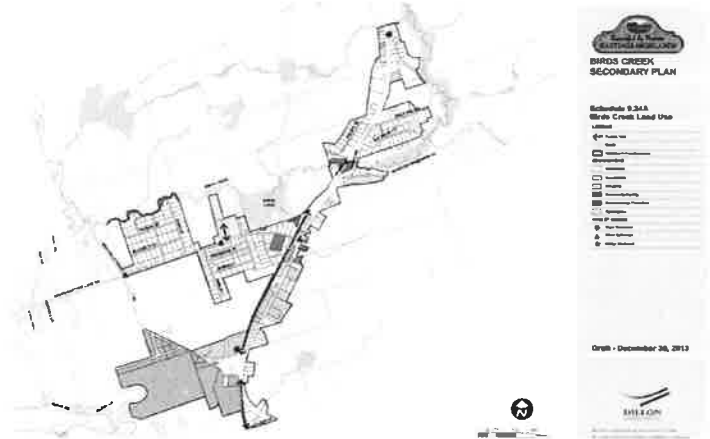
Hamlet of Birds Creek (Hastings County)

Projections, Land Needs, and Secondary Plan

Project Budget: \$75,000

Reference: Cathy Bujas, Planning Administrator, 613.338.2811; Justin Harrow, Director of Planning, HarrowJ@hastingscounty.com, 613.966.6712 ext. 4006

The Municipality of Hastings Highlands identified a growth node and needed a comprehensive review, review of the settlement area boundary delineation, and amendment to the County OP. Dillon and metro economics were retained to conduct the review, justify a new settlement boundary based on a residual land needs analysis (including forecasting by Tom McCormack), and prepare the Secondary Plan. We worked successfully with a multi-jurisdictional advisory committee that included Hastings Highlands Council, Hastings County Staff, and MMAH, since Council's desire to expand the settlement area boundary was a significant issue until Dillon demonstrated how we had re-rationalized it to conform to the PPS.

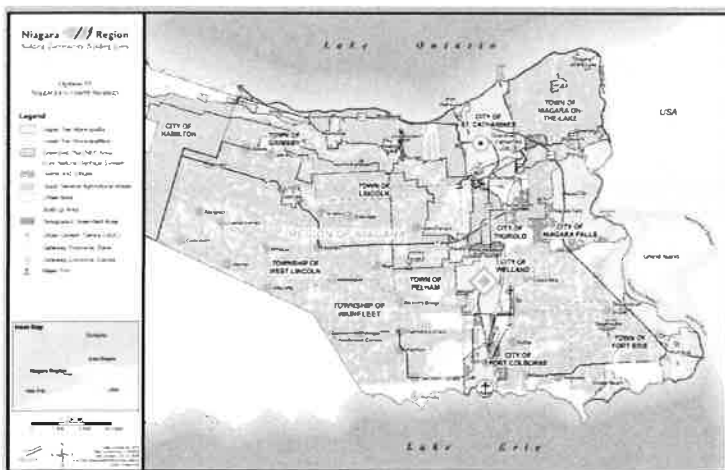


Region of Niagara

Projections and Land Needs Analysis, Comprehensive Review and +20 Growth Allocations

Project Budget: \$200,000

Reference: Mary Lou Tanner, Manager of Planning, marylou.tanner@niagararegion.ca, 905.685.1571



To achieve conformity to the PPS, the Region of Niagara retained Dillon to conduct a comprehensive review (projections and land needs analysis) and growth allocations, through a project known as the Regional Growth Management Strategy. Dillon's consensus-building approach during the comprehensive review and growth allocations engaged all of the local planners so they could be involved in the process. We successfully avoided creating "winners versus losers" and the work has been implemented through an updated Niagara OP. Local municipalities have since updated their plans to conform to the Region's.

Proposal for the City of Sault Ste. Marie Population, Housing and Employment Projections – Commercial and Industrial Land Needs Analysis

City of Chatham-Kent

Projections and Land Needs Analysis, and New Official Plan

Project Budget: \$150,000

Reference: Bruce McAllister, Director of Planning, brucem@chatham-kent.ca, 519.352.8401

After Chatham-Kent was amalgamated into one municipality, it needed a new vision for the future. Dillon successfully completed the projections, land needs analysis, comprehensive review, infrastructure analysis, and growth allocation through an extensive technical exercise and substantial consultation. We had to work with MMAH since almost all of Chatham-Kent's rural area is prime agricultural making it difficult to expand settlement area boundaries. The work was implemented through our authoring of Chatham-Kent's new OP.

2.1 Additional Forecasting Experience of metro economics

Ministry of Transportation Ontario

Economic Trade for Transportation Model

Project Budget: \$34,000

References: Michael Casey, Manager of Systems Analysis, michael.casey@ontario.ca, 416.585.7025; Sundar Damodaran, Senior Policy Advisor, sundar.damodaran@ontario.ca, 416.585.7025

In 2015-2016 Tom McCormack built a detailed model of Ontario that develops at the Census Sub-Division (municipal) level projections of the population by age and gender, households by age of head, and employment and GDP by detailed industry across all 500 plus Ontario municipalities. The model is driven by projections of Canada's and Ontario's trade with the rest of the world. It includes projections of the population, employment by industry and GDP by industry for all 50 US states and each of Canada's 10 provinces. It forms the front end of a major transportation model being developed for the entire province.

City of Fredericton

Two-Stage Urban and Rural Projections

Project Budget: \$25,000

References: Ken Forrest, Director of Growth and Community Services, ken.forrest@fredericton.ca, 506.460.2696; Meredith Gilbert, Senior Planner, meredith.gilbert@fredericton.ca, 506.460.2100

In 2015 and 2016 Tom carried out a two-stage projections assignment for the City of Fredericton. The projections covered the City itself and a number of urban and rural municipalities within the metropolitan orbit of the City. Tom assessed the area's economic growth potential through a decomposition of its employment into economic base and community base jobs and an assessment of the area's need for in-migration in the face of inadequate local supplies for labour. The population and employment projections for the City will serve as a foundation for the now underway revamp of its official plan. The 2015 assignment was followed up in 2016 with a detailed assessment of past and future economic trends for Canada, New Brunswick and Fredericton and an assessment of the land use implications of the employment projections for the City.

2.2 Our Additional Experience and Client References

These projects demonstrate our full breadth of comprehensive review experience and the client contacts would be pleased to provide references about our services:

- **City of Welland Projections/Land Needs & OP Update, Contact:** Rose DiFelice, Manager of Planning, rose.difelice@welland.ca, 905.735.1700 x2236, Budget: \$125,000

**Proposal for the City of Sault Ste. Marie
Population, Housing and Employment Projections – Commercial and Industrial Land Needs Analysis**

- **City of Windsor Projections/Land Needs & OP Update**, Contact: Thom Hunt, Director of Planning, thunt@city.windsor.on.ca, 519.255.6543, Budget: \$100,000
- **Municipality of Clarington Projections/Land Needs, OP Update, and Downtown Redevelopment Master Plan**, Contact: Carlos Salazar, 905.623.3379, Budget: \$700,000

3.0 Our Highly Qualified Project Team Members

3.1 Project Team Biographies

We are pleased to offer a project team with all the necessary skills, knowledge, and past experience to complete this project. The capabilities, experience, and special skills are described in their biographies below. CVs are included in the Appendix.



Rory Baksh, BAA, MCIP, RPP
Project Manager and Principal Planner

Rory is an Associate, Senior Planner and Project Manager at Dillon with nearly two decades of experience in official plan reviews, comprehensive reviews (projections and land needs), and public engagement. He also has a broad range of economic development experience and is a graduate of the Ryerson School of Urban & Regional Planning.

Rory is well-known to Sault Ste. Marie Director Don McConnell from their years of sitting on OPPI Council together.

Rory has extensive comprehensive review (projections and land needs) experience, many with MMAH liaison/approval. His work includes projects for Lanark (County), Kingston, Cornwall, Belleville, Kawartha Lakes, Windsor, Welland, Hamilton, Hastings Highlands (Hastings County), and Chatham-Kent. He has specialized experience in growth management drawn from the multi-million dollar growth management strategy for the Simcoe County area with the Province as the client – this project remains as the foundational study for how growth management is conducted in Ontario under the regime of the PPS. His advice is regularly sought by municipalities looking to solve major growth issues in their jurisdiction.

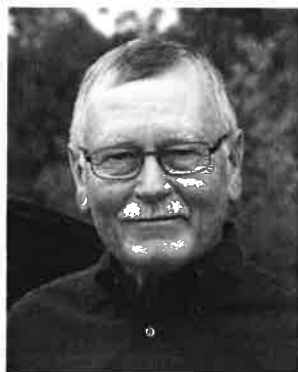
Rory's knowledge also encompasses infrastructure planning, natural heritage systems, transportation planning, built and culture heritage, urban design, source water protection, flood plain planning, social/equity/health planning, built heritage and cultural planning, planning with First Nations, and economic development. This broad perspective makes him a true integrated planning specialist. He also has experience working in northern communities and resource-based economies through his experience in Fort McMurray, Yellowknife, and towns across Nunavut and the Northwest Territories.

Rory is a seasoned facilitator and praised for his special skills to build consensus and ameliorate conflict. He looks to find the "win-win" for everyone involved, and believes that information sharing and working together can and foster collaboration and generate positive economic development. He has consistently received positive feedback from clients, municipal councils, and citizens that he is an engaging speaker and skilled consensus-builder.

Role alignment: As project manager, Rory will take full responsibility for leading the consulting team's on-time and on-budget delivery of the work. As Principal Planner, Rory will oversee and participate in the standardized structuring

Proposal for the City of Sault Ste. Marie Population, Housing and Employment Projections – Commercial and Industrial Land Needs Analysis

of the land quantum, discussion/formulation of alternatives, land needs analysis, and reporting; he will also lead all project-related meetings and presentations.



Tom McCormack, MA
Senior Forecasting Specialist

Tom has a Master of Arts (Economics) degree from the University of Western Ontario and more than four decades of experience assessing the economic and demographic potential of individual communities across Canada.

Tom McCormack's economic consultancy, **metro economics** (formerly Strategic Projections Inc.), is a partner corporation of the Centre for Spatial Economics. He established his consultancy in 1989 and his company's partnership with C4SE in 2000. He has more than four decades of experience in economic, demographic and market potential forecasting at the national, provincial and metropolitan area level across both Canada and the United States.

Prior to this he held a variety of positions with the federal government in Ottawa (Ministry of Finance; Anti-Inflation Board; Ministry of Industry, Trade and Commerce) and in the private sector in Toronto (Data Resources Inc.; Compusearch). He is a member of the Simcoe Chapter of Lambda Alpha International, an honorary society for the advancement of land economics. He is a past Chairman of the Pragma Council, a multi-disciplinary group of planning and other professionals that meets twice annually at the University of Waterloo School of Planning to discuss land planning and related issues. And he is a past president of the Canadian Association for Business Economics.

Role alignment: Tom McCormack, President of metro economics, will personally carry out all of the tasks described in this proposal relating to projections of the population, dwellings and employment of Lanark County and the local municipalities.



Justine Giancola, MCIP, RPP, LEED AP
Senior Planner – Commercial Land

Justine is a Senior Planner and Associate at Dillon who has led and supported a wide variety of residential and non-residential lands analyses at the site, neighbourhood, district, city-wide, and regional scales. Justine previously worked on the St. Thomas Commercial Lands Analysis and the commercial opinion for the City of Kawartha Lakes comprehensive review. She has also been involved in numerous employment lands analyses that have involved policy analysis on commercial land uses within employment areas. Justine currently serves on OPPI Council and has been published in the Ontario Planning Journal.

Role alignment: Justine will collaborate with Rory and Tom on the specific analysis needed to complete the commercial floor space forecasting and commercial land need analysis.

3.2 Support Staff Allocation and Backup

The above team will be supported by junior staff, GIS specialists, graphic designers, and admin staff as necessary for the project. As one of Ontario's largest team of planners, our team is backed up by a full complement of peers at Dillon. In the rare instance that backup support is needed, our Project Manager and Principal Planner, Rory Baksh, has the authority to call upon additional in-house resources due to his seniority at Dillon.

3.3 Confirmation of Team Member Availability and Time Allocations

Dillon does not 'bait-and-switch' (i.e., propose senior personnel and substitute them with less-experienced personnel during project delivery). All of our team members' availability is confirmed for this project. Upon notice of project award, our corporate business planning will commit the team members to their scheduled time allocations, ensuring that our team members are reserved to work on this project. The time allocation for our team members is presented on our budget table in Section 5 of this proposal.

4.0 Approach, Methodology & Project Schedule

4.1 Approach

Our approach to the comprehensive review for the municipality is founded on these philosophies and unique areas of our expertise:

- **Consensus-building**: since the implementation of this study will take shape through a new Official Plan, our track-record of engaging MMAH early on during these projections and land needs studies has proven to be very successful in building consensus and supporting future success with the new OP;
- **Annual rather than 5-year forecasting increments**: metro economics has a system that generates detailed projections for each and every year into the future, allowing the municipality to choose which particular future years it wishes to concentrate on. We have the ability to create a more robust planning tool than using 5-year increments – and this extra detail is extremely important for aligning the forecasting to the new OP's horizon year;
- **Expenditure-based commercial analysis with allowance for tourism**: our approach goes further than the basic averaging of commercial floor space, and applies our industry-leading expenditure based commercial analysis; this approach considers the current and future spending that drives retail and service commercial, providing a better characterization of the municipality's commercial needs. This is also a value-added benefit since it generates useful information on commercial floor space that helps the municipality with its review of future commercial development proposals. Our analysis also includes consideration of tourism that factors into the commercial success, which is important to give full picture of commercial needs; and,
- **A better economic alternative**: the customary approach for alternatives is to make broad assumptions (e.g., 10% intensification versus 15% intensification, or an urban/rural split of 90/10, etc.) Our approach to creating the growth alternative ties the forecasting to a better economic alternative informed by Tom's extensive understanding of market trends in numerous sectors across Ontario, including the resource sector that drives much of northern Ontario's economy. The better economic alternative will be informed by directions such as those of the Growth Plan for Northern Ontario and geographic considerations such as the border crossing at Sault Ste. Marie.

In addition to the above, we encourage that meetings be held by videoconference if the municipality's facilities and technology allow for this. Otherwise, meetings will be held via teleconference. In-person meetings are considered as options as noted in the RFP.

4.2 Methodology and Schedule

The written description of our activities and tasks (methodology) is provided below and **Figure 1: Schedule** identifying milestones is provided at the end of this section of the proposal.

Proposal for the City of Sault Ste. Marie
Population, Housing and Employment Projections – Commercial and Industrial Land Needs Analysis

Activity	Methodology
1. Project Start-Up and Meeting #1	Upon notice of contract award, we will complete all necessary start-up activities such as execution of the contract. To kick-off the project, we aim to schedule a video conference meeting with municipality within two weeks of project initiation. This will also allow some time for the consulting team to review some preliminary background information and prepare a structured agenda to discuss the known forecasting and economic issues. We also will confirm the project's scope and schedule during the Start-Up Meeting. Dillon value-added recommendation: We recommend that the municipality invite its MMAH Municipal Planning Advisor to the Start-Up Meeting. We have learned that early involvement of MMAH staff on a comprehensive review assignment makes subsequent statutory processes go smoother and significantly reduces the likelihood of a Provincial interest appeal later on.
2. Background Data Review	Background data gathering and review will continue beyond the initial meeting as we aim to ensure that we have a sufficient base data to complete this work. We will receive relevant data to aid in the completion of this study; for example, GIS parcel mapping linked to the assessment database will allow for quick verification of vacant lots of record, and another example is building permit activity data to identify trends in residential and non-residential construction (new builds or significant expansions, residential secondary suites, etc.)
3. Population, Housing, and Employment Forecasting and Two Alternatives	metro economics will develop the population, dwelling and employment projections for the City of Sault Ste. Marie. Tom McCormack will personally develop the system and the projections required for this assignment. We propose to approach the development of population, dwelling and employment projections for Sault Ste. Marie carrying out the following tasks: • We will begin by evaluating the economic potential of the City by carrying out an assessment of recent employment trends in the City by industry. We will de-compose the jobs offered locally (employment by place-of-work) into those that are the economic drivers (the economic base jobs) and those that are the service providers to the local population (the community base jobs) using a location-quotient based procedure.¹ We will develop projections of the potential growth for the City's economic base jobs drawing on our projection system that projects future employment by industry at the national and provincial level. We will create a base case projection for future economic base jobs in the City assuming the City's economic base jobs will grow in the future at the rates we expect for those industries province-wide. • Our preliminary assessment of the City's job base by industry in 2011 reveals its obvious dependence on the steel industry (primary metals production accounted for

¹ We have historical data for employment by industry by place-of-work (EPOW) for Sault Ste. Marie for each of 2001, 2006 and 2011. EPOW data for 2016 will not be released until November 29, 2017. For this assignment we will estimate the City's EPOW by industry for 2016. We can adjust our estimates and projections in early December through an addendum to our Final Report once the 2016 data is available, if the municipality wishes to authorize this extra work.

Proposal for the City of Sault Ste. Marie **Population, Housing and Employment Projections – Commercial and Industrial Land Needs Analysis**

Activity	Methodology
	80 percent of the City's manufacturing jobs in 2011). But our assessment also reveals that the City serves as a regional base to the residents of nearby communities for health care services; tourism services (retail trade; arts, entertainment and recreation; accommodation and food); some business services; construction and government. The potential for growth in employment in these economic base industries in the City will help to determine the extent to which the City's population will grow between now and 2036. • We will develop detailed population projections for the area using a single-year age and gender cohort model that takes into account actual data for the base year (in this case, 2016, drawing on the results of the recently released Census data). We will develop an interim projection for the total population and for its age and gender components by assuming reasonable rates for future fertility by age of mother, for mortality by age and gender of the total population, and for in-migration and out-migration based on trends over the past decade or so. • Using this interim projection for the total population we will develop projections of the number of jobs that will be needed in the City to provide local services (the community base jobs) based on per capita ratios in the base year and on expected changes in those ratios across time province-wide (drawing on our base case for Ontario). • We will add the total number of economic base jobs to the total number of community base jobs to determine the total number of jobs that can be expected in the City over the forecast horizon. The sum of these two will provide a first estimate of the likely future demand for workers in the City through to 2036. • We will apply expected future labour force participation rates and expected future unemployment rates to our preliminary projections for the population of the City by age and gender to generate a first estimate of the likely future supply of workers in the City through to 2036. • A comparison of the first estimate of the demand for workers to the first estimate of the supply for workers will determine whether there will be too few workers or too many workers in the City in the years ahead. If there will be too few workers we will raise the future assumption regarding net in-migration until there are enough people in the labour force to meet the City's labour market requirements. If there will be too many workers we will lower the future assumption regarding net in-migration until there are just enough people in the labour force to meet the City's labour market requirements. This marrying-up of economic demand and demographic supply is an important feature of the system we have developed. This system incorporates into the projections the inter-related impacts of such phenomena as the retirement of the Baby Boom Generation, trends toward retiring at a later age, the changing industrial mix of the economy, etc. • From the resulting projection of the population by age and gender we will develop projections for dwelling requirements. This will be done by applying 2011 base year prevalence rates for households by age of household head and for dwelling preferences by structural type within each dwelling household by age group to the

Proposal for the City of Sault Ste. Marie

Population, Housing and Employment Projections – Commercial and Industrial Land Needs Analysis

Activity	Methodology
	evolving population by age of the population of the City across the projection horizon.² Using the above methodology we will develop a Base Case projection that assumes Sault Ste. Marie's economic base jobs grow by industry at the rates expected province-wide. We will also develop two better alternatives by simulating different futures for the City as envisaged by local strategic plans, economic development initiatives, etc.
4. Determine Macro Land Supply Quantum and Discussion of Trends	We will develop a matrix to help Sault Ste. Marie tabulate the required data about residential and non-residential development, breaking down land supply data into residential housing types, vacant lots of record, planned but uncommitted development, intensification sites, categories of employment land use, etc. Once the data is received from Sault Ste. Marie, it will be reviewed for data gaps, and we will follow-up as necessary. With a completed data set, we will then have the full land quantum across the municipality to assist with the land needs analysis. At this point in the project, we will also develop our understanding of trends influencing the municipality and the major land use categories. Specific considerations for residential, employment, and commercial land uses will be addressed as follows: <u>Residential Land</u> • Designated and pending residential development inventory, broken down by housing type; • Residential intensification opportunities, including secondary suite requirements; • Review of housing trends in the local/regional market area using existing published sources; and, • Consideration of any residential phasing issues in terms of policy, servicing, etc. <u>Employment Land</u> (industrial, office, and major institutional) • Developed and vacant employment land area by prestige vs general designation; • Review of recent development (or lack of) and their impact on the employment base; • Review of employment density trends (by area if data is available); • Employment land conversions, and any conversion issues; and, • Market choice of developable land in terms of site size, configuration, access, zoning, servicing, surrounding land uses, and future expansion potential. <u>Commercial Land</u> (retail and personal service) • Identify and characterize the existing commercial structure and summarize current functions in the context of the municipality's Official Plan; • Analysis of the influence of present market conditions;

² Headship and structural type preference rates from the 2016 Census will not be released until October 25, 2017. As in the case of employment by place-of-work we will estimate the City's dwellings by age of head by structural type in 2016 based on the 2011 information and develop projections based on the estimates preferences, then adjust our estimates and projections in early November once we are able to obtain the 2016 data.

Proposal for the City of Sault Ste. Marie
Population, Housing and Employment Projections – Commercial and Industrial Land Needs Analysis

Activity	Methodology
	• Discussion of trends in the commercial sector and implications for the future; and, • Consideration of developable land in terms of intensification, redevelopment potential, transition to mixed use, locational characteristics, and relationship of retail/service commercial to employment areas. Dillon value-added recommendation: Although this is primarily a desktop exercise, the dynamic nature of commercial land use almost always requires a site visit to better understand local characteristics (e.g., the downtown, Trunk Road corridor, and Pim Street/Great Northern Road corridor). By including one brief site visit, we are also able to conduct a quick field review of residential neighbourhoods and industrial development, giving us a well-rounded view of Sault Ste. Marie. We encourage staff to join us for this field visit so that we can gain a shared knowledge of the community and discuss the techniques for analyzing land need while in the field.
5. Interim Findings & Meeting #2	Dillon value-added recommendation: We recommend a meeting at this key mid-point of the project when the forecasting is complete, the macro quantum is known, and trends are understood. This is an important milestone to examine the findings and have an early discussion on the implications for the residual land needs. Comprehensive reviews have tended to create perceived “winners and losers” in terms of land use designations when they take shape in the Official Plan, so this also provides an opportunity to look ahead to this challenge and discuss adjustments or refinements at this early stage. Additional Dillon value-added recommendation: As noted before, we also encourage the municipality to invite the MMAH Municipal Planning Advisor to maintain a positive working relationship and build buy-in towards the ultimate new Official Plan. We will provide our interim findings of the forecasting, macro quantum, and trends discussion in the format of an executive brief to assist with discussions during this meeting. Five (5) hard copies and an electronic copy will be provided. A key milestone of this meeting is to determine which of the three alternatives will be carried forward for the remainder of the work. It is important to select the alternative so that the specific commercial demand analysis has an agreed-upon input data from which to base its analysis. This also allows us to run one analysis for the commercial demand (rather than three), which helps save costs.
6. Specific Commercial Demand Analysis	Whereas residential and employment land demand are relatively straightforward exercises, commercial demand requires a unique methodology to determine the demand. We have allowed for this specific analysis in this step of our methodology, as outlined below: • <u>Existing and future residents’ commercial expenditure forecast:</u> we will forecast resident expenditure level from 2016 to 2036; these forecasts form an essential component to quantifying the market potential to support future commercial space.

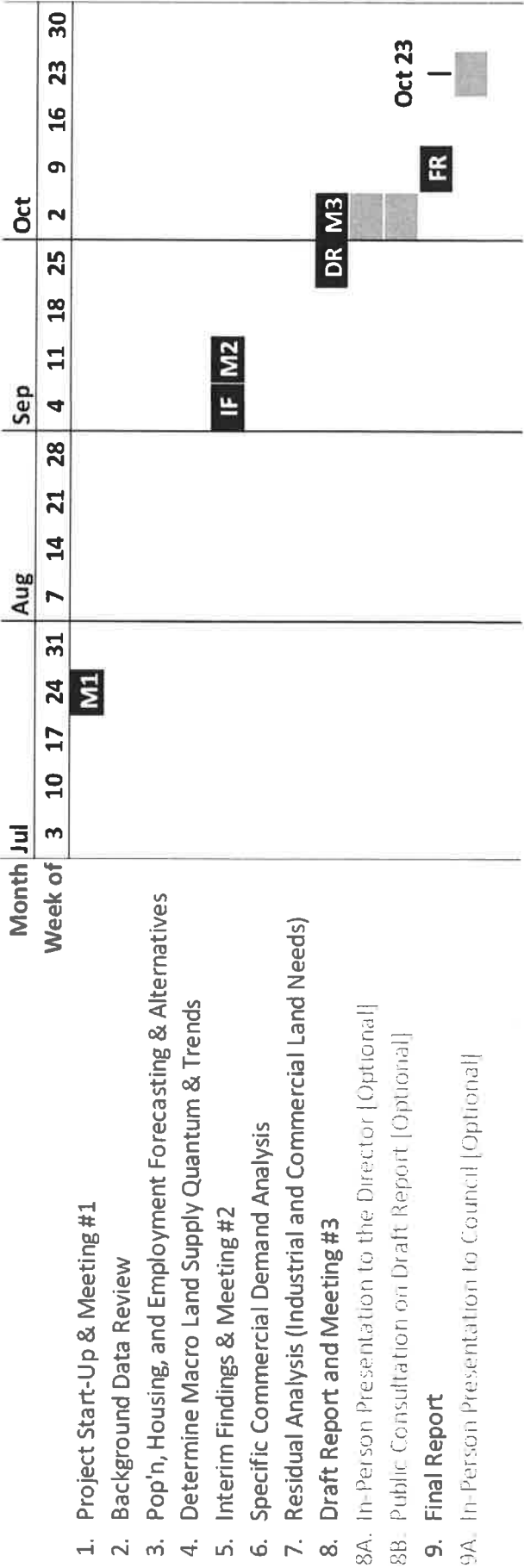
Proposal for the City of Sault Ste. Marie
Population, Housing and Employment Projections – Commercial and Industrial Land Needs Analysis

Activity	Methodology
	• <u>Survey data</u>: we will rely on expenditure survey data from our past studies as a proxy for Sault Ste. Marie since conducting the customary statistically valid consumer telephone survey is too cost-prohibitive for this project; we will make adjustments to our proxy data to suit Sault Ste. Marie based on inventoried floor space. • <u>Expenditure based commercial land needs analysis</u>: we will quantify the market demand for future retail commercial space; this analysis will incorporate the results of the previous tasks and recognize the transfer of expenditures from other outlying areas given that Sault Ste. Marie is a regional centre in the Algoma District. We will determine the forecast shares of residents' expenditures, divided by appropriate sales per floor area to determine the demand for additional commercial space. Based on standard coverage ratios (unless more specific information is available from the municipality), we will convert the warranted commercial space into warranted additional commercial land. • <u>High-level tourism</u>: We will provide high level commentary on the tourism characteristics of Sault Ste. Marie and how tourism spending factors into commercial floor space, and ultimately commercial land. If tourism spending is available from the municipality, then we can incorporate these spending levels into our analysis. We will then make any adjustments for tourism as appropriate to our baseline commercial analysis, resulting in a final estimate of commercial land demand.
7. Residual Analysis (Industrial and Commercial Land Needs)	At this point in the study, the determination of land needs for industrial and commercial is simply a matter of subtracting the demand from the supply, and making observations on the residual in the various categories being analyzed. We note that the RFP does not request a residual analysis for residential land uses; however, should this be required or if the municipality would like us to complete this analysis, it could be easily included at this time through a scope change. If the residual analysis for residential is undertaken then the only additional step is to determine future/planned residential density to properly determine the residual. Additional Dillon value-added benefit: The results of the residual analysis will provide an early picture of the opportunities and constraints facing industrial and commercial land needs. Housing forecasts will also provide some insight on future planning issues as well. Relying on our decades of experience with comprehensive reviews (and Official Plans), we will offer our commentary on the issues that warrant further policy evaluation in the upcoming new Official Plan. This is a benefit to the overall process of a new Official Plan by advancing the conversation about growth early on through this project. Additional Dillon value-added benefit: Our experience reminds us that vacant rural lots of record create a significant land use policy challenge, in particular where there is surplus. We will offer our advice on how to manage this situation, which will benefit the success of the upcoming new Official Plan.

Proposal for the City of Sault Ste. Marie
Population, Housing and Employment Projections – Commercial and Industrial Land Needs Analysis

Activity	Methodology
8. Draft Report and Meeting #3	During these steps we will prepare a concise report of our analysis and findings, including all relevant tables and maps. Five (5) hard copies and an electronic copy will be provided. We will meet with the municipality to discuss the report, focussing the conversation on the residual analysis and related observations. Dillon value-added recommendation: As noted before, we encourage that the MMAH Municipal Planning Advisor attend this meeting to maintain a positive working relationship and build buy-in.
9. Final Report	We will prepare and submit the Final Report that incorporates any revisions based on the municipality's feedback. Five (5) hard copies and an electronic copy will be provided.
8A. Optional In-Person Presentation to the Director	As stated in the RFP, we have allowed for optional in-person presentations of the report to the Director and separately to Council. We are flexible on the in-person presentations, and if the presentation to the Director is better suited to our Interim Findings milestone, then we can conduct the presentation at that time. The in-person presentation options are shown on our schedule and budget.
8B. Optional Public Consultation on Draft Report	Dillon values the benefit of public consultation and has provided for an optional public consultation event on the Draft Report. This would be an evening "public information centre" session involving open house, presentation, and Q&A activities (an alternative format is also possible). For cost-efficiency, we have assumed that the public consultation would occur on the same day as the in-person presentation to the Director.
9A. Optional In-Person Presentation to Council	Additional Dillon value-added recommendation: If the municipality intends to update the Official Plan (rather than repeal the current plan and adopt a new one), then the municipality must hold a public meeting to receive comments prior to an OP update in accordance with the Planning Act Section 26(3)(b). The tabling of the Final Report at Council provides an opportunity to also meet this Planning Act requirement if it is triggered, so we recommend that notice be served and this presentation serve this dual purpose. This is both efficient and cost-effective for the municipality.

Figure 1: Schedule



Note : Specific deadline dates will be established at project start-up

Demonstrated commitment to complete the project within 90 days

Proposal for the City of Sault Ste. Marie

Population, Housing and Employment Projections – Commercial and Industrial Land Needs Analysis

5.0 We Offer a Realistic and Competitive Budget / Fee Structure

We believe our proposal represents excellent value to Sault Ste. Marie, given the qualifications, expertise, approach, thorough work plan, and value-added additions. Our budget is detailed in **Figure 2: Budget / Fee Structure**. If selected, we would be willing to make changes to our proposal during finalization of the contract with adjustments to the scope of services and budget to better suit your needs. Our proposed total fixed cost for the core work (excluding optional items and applicable taxes) is **\$41,935**.

Figure 2: Budget / Fee Structure

	Dillon Consulting Limited					metro economics	
	Rory Baksh PM & Principal Planner	Justine Giancola Senior Planner - Comm.	Junior Planner	GIS / Graphics / WP / Admin Support		Tom McCormack Senior Forecasting Specialist	
Hourly Rate	\$180	\$160	\$105	\$90	Expenses ⁽¹⁾	\$240	Expenses ⁽¹⁾
1. Project Start-Up & Meeting #1	6		6	4		6	
2. Background Data Review	3	3	9	3		6	
3. Pop'n, Housing, and Employment Forecasting & Alternatives	2		6			32	
4. Determine Macro Land Supply Quantum & Trends	8	4	28		\$950 ⁽²⁾		
5. Interim Findings & Meeting #2	6	6	12	2		8	
6. Specific Commercial Demand Analysis	2	12	16				
7. Residual Analysis (Industrial and Commercial Land Needs)	8	8	12				
8. Draft Report and Meeting #3	8	2	10	8		6	
9. Final Report	4		4	2		2	
Subtotal Time	47	35	103	19		60	
Subtotal Fees	\$8,460	\$5,600	\$10,815	\$1,710	\$950	\$14,400	\$0
Totals by Firm					\$27,535	\$14,400	
					Project Total (excluding HST)	\$41,935	
Optional Extras as noted in the RFP or our Methodology							
8A. In-Person Presentation to the Director	8			2	\$950	Option 8A. Cost:	\$2,570
8B. Public Consultation on Draft Report (if on the same day as 8A)	8		4	6	\$600 ⁽³⁾	Option 8B. Cost:	\$3,000
9A. In-Person Presentation to Council	8		2	4	\$950	Option 9A. Cost:	\$2,960

Notes: (1) All routine expenses (e.g., photocopying, telephone charges) are included in professional fees and not charged separately.

(2) Costs include travel disbursements (airfare, hotel, taxi, meal allowance, car rental).

(3) Cost includes printing for 6 display boards; other public consultation logistics costs (advertising, room rental, refreshments) are excluded.

6.0 Conclusion

We believe that our team represents the skills, knowledge, expertise, and commitment to success that Sault Ste. Marie needs, and in particular the knowledge of how this work feeds into the City's new Official Plan. We are extremely interested in working with you on this project and giving you an opportunity to experience the client-focused service that is the hallmark of the "Dillon difference." We look forward to serving the municipality for this project and delivering forecasts with a residual land needs analysis that reflects the future: **a prosperous Sault Ste. Marie in the next 20 years!**

Rory Baksh, B.A.A., MCIP, RPP

ASSOCIATE

rbaksh@dillon.ca

PERSONAL PROFILE

Rory is a planner with experience in planning ranging from small site-specific studies to multi-million dollar strategies.

RELEVANT EXPERIENCE

PROJECTIONS, LAND NEEDS, COMPREHENSIVE REVIEWS, AND OFFICIAL PLANS

Project Manager/Principal Planner, Projections and Land Needs for OP Update, County of Lanark
Completing **projections and land needs** analysis. 2017 (ongoing).

Project Manager/Principal Planner, Official Plan Review, City of Kingston
Completed a comprehensive review including **projections and land needs**. 2016 (completed).

Project Manager/Principal Planner, Official Plan Review, City of Cornwall
Completed a new OP including **projections and land needs**. 2014 (completed).

Project Manager/Principal Planner, Secondary Plans, City of Kawartha Lakes
Completed a **comprehensive review including land needs** and six OPAs. 2012 (ongoing).

Project Manager/Principal Planner, Birds Creek Secondary Plan, Hastings Highlands
Completed a **comprehensive review including projections and land needs**. 2011 (completed).

Planner, Industrial Lands Study/Review, City of Kingston
Completed a policy analysis for industrial lands. 2014 (completed).

Project Manager, Official Plan Comprehensive Review, City of Belleville
Provided comprehensive review policy recommendations. 2012 (completed).

Project Planner, New Official Plan, City of Windsor, Ontario
Completed **projections and land needs**, and policy issues. 2007 (completed).

Project Planner, Growth-Related Integrated Development Strategy (GRIDS), City of Hamilton
Completed a **comprehensive review including land needs**. 2006 (completed).

Project Manager, New Official Plan, City of Port Colborne
Completed **projections and land needs**, and a new OP. 2005 (completed).

Project Planner, Intergovernmental Action Plan, Province of Ontario (MMAH/MPiR)
Completed **projections and land needs**, and policy directions. 2004 (completed).

Project Planner, Chatham-Kent Official Plan and Zoning By-law, Municipality of Chatham-Kent
Completed **projections and land needs**, and a new OP. 2002 (completed).

EDUCATION

B.A.A. (Hons), Urban and Regional Planning, Ryerson Polytechnic University, 1998

REGISTRATIONS/LICENCES

Ontario Professional Planners Institute (Full Member)

Canadian Institute of Planners (Full Member)



metro
economics

Tom McCormack

Tom McCormack is a recognized authority on Canada's economic and demographic prospects. He has provided economic and demographic advice to clients in all sectors of the economy for more than a quarter century through his economic consultancy **metro economics** (formerly *Strategic Projections*).

Tom regularly produces and updates detailed long-term projections to 2071 of output, employment, households, and personal income for both the United States and Canada, at the national, state/provincial and sub state/provincial level.

Tom's clients include municipalities, provincial government departments, retailers, property developers, utilities, transportation service providers and planning consultants.

Professional Experience

Tom was a member of:

- The Premier's *Task Force on the Future of the Greater Toronto Area* (the Golden Task Force).
- The Province of Ontario's *Panel on Smart Growth Strategy*.
- The *Ontario Jobs and Investment Board*.
- The Province of Ontario's *Who Does What Panel*.

Specialized Experience

Tom has been developing a detailed model of Ontario at the Census Sub-Division level that develops projections of the population by age and gender, households by age of head, and employment and GDP by detailed industry driven by projections of Canada's and Ontario's trade with the rest of the world; the model includes projections of the population, employment by industry and GDP by industry for all 50 US states and each of Canada's provinces; the model forms the front end of a major model being developed for the entire province. Tom continues to adapt and refine this work for all of his new forecasting assignments.

Education and Career

- Tom has an MA (Economics) from the University of Western Ontario (1970) and four decades of experience as an economic forecaster and advisor in both the private and the public sectors.
- Prior to establishing **metro economics** he served as Vice President of Research with *Compusearch* (now *MapInfo*), Director of Canadian Economic Services and Chief Canadian Economist with Boston-based *Data Resources Inc.* (now *IHS Global Insight*) and in various capacities as a senior economic advisor to the federal government in Ottawa at the *Ministry of Finance*, the *Anti-Inflation Board* and the *Ministry of Industry, Trade and Commerce*.

Justine Giancola, B.ES., MCIP, RPP, LEED AP

ASSOCIATE

jgiancola@dillon.ca

PERSONAL PROFILE

Justine is an urban planner with experience in retail commercial analysis and official plan policy.

RELEVANT EXPERIENCE

PLANNING STUDIES

Project Manager, Retail Commercial Market Study, City of St. Thomas, Ontario

Developed a retail market assessment to identify the supply and demand of retail commercial uses and recommend policy improvements. (ongoing).

Project Planner/Coordinator, Town-wide Employment and Commercial Lands Review, Town of Oakville, Ontario

Completed a comprehensive review of the Town's employment and commercial systems building upon the extensive knowledge-base from past studies and plans. This integrated review provided a new foundation for the Town's upcoming municipal comprehensive review and was provided a series of recommended policy solutions to address challenges and capitalize on opportunities for growth. (ongoing).

Project Manager, Retail Commercial Opinion, City of Kawartha Lakes, Ontario

Developed a commercial market opinion based on hierarchy of the retail market. (2016).

Project Manager, Employment Lands Review in Mobility Hubs, City of Burlington, Ontario

Reviewed the employment land conversion requests. (ongoing).

Planner, Employment Lands Strategy, Niagara Region, Ontario

Completed a comprehensive review of employment lands. (ongoing).

Project Planner, Regional Nodes and Corridors Strategy, Niagara Region, Ontario

Conducted a study to provide a regional framework for nodes and corridors. 2014 (completed).

Project Coordinator and EA Lead, East Side Lands Master Environmental Servicing Plan and Community Plan, Region of Waterloo, Ontario

Planned 300 ha of rural land to fully serviced, industrial uses. 2014 (completed).

Planner, Employment Lands Study, Phase 2, City of Burlington, Ontario

Land needs analysis of the City's employment lands. 2013 (completed).

Project Planner, Regional Gateway Foundation Studies, Niagara Region, Ontario

Prepared an employment lands strategy for over 400 parcels. 2011 (completed).

EDUCATION

B.ES. (Hons), Planning Coop,
University of Waterloo, 2008

REGISTRATIONS/LICENCES

Ontario Professional Planning
Institute (Full Member)

Canadian Institute of Planners
(Full Member)

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



*Corporate Services
Finance Department
Purchasing Division*

*Tim Gowans
Manager of Purchasing*

Request for Proposal

Population, Housing and Employment Projections – Commercial and Industrial Land Needs Analysis

SECTION 1

INFORMATION TO PROPONENTS

1.1 Introduction

The City of Sault Ste. Marie is requesting proposals to create Population, Housing and Employment Projections, and a Commercial and Industrial Land Needs Analysis, to support the development of a new Official Plan.

1.2 Date and Place for Receiving Proposals

All proposals must be sealed in an envelope properly marked as to contents ("**Proposal for Population, Housing and Employment Projections – Commercial and Industrial Land Needs Analysis**" – File 2017CDE-PE-02-P) and delivered to:

**The City of Sault Ste. Marie
Attn: Manager of Purchasing
99 Foster Drive – Level 2
Sault Ste. Marie, Ontario, P6A 5X6**

By the following date and time:

Date: Wednesday, June 28th, 2017

Time: 4:00 p.m., local (Eastern) time

Late Proposals will not be accepted and will be returned unopened.

The Corporation reserves the right to reject any or all Proposals and the lowest or any Proposal will not necessarily be accepted.

Request for Proposal (cont'd)

Population, Housing and Employment Projections – Commercial and Industrial Land Needs Analysis

The Contact Person for this RFP is Mr. Don McConnell; Director of Planning; telephone 705-759-5375; email d.mcconnell@cityssm.on.ca.

It will be the Proponent's responsibility to clarify any questions before submitting a Proposal. A written addendum issued by the **City of Sault Ste. Marie** is the only means of changing, amending or correcting this RFP. In the process of responding to this RFP, the Proponent should not utilize any information obtained outside this protocol.

1.3 Errors, Omissions, Clarifications

During the period for Proposal preparation, any questions concerning the Terms of Reference requirements should be addressed **by email** to Mr. Don McConnell; Director of Planning; telephone 705-759-5375; email d.mcconnell@cityssm.on.ca.

General bidding process inquiries should be directed (by email preferred) to Mr. Tim Gowans; Manager of Purchasing; telephone 705-759-5298; email t.gowans@cityssm.on.ca.

Proposals should be limited to twenty (20) pages, single sided including appendices; excluding the Letter of Introduction.

1.4 Withdrawal of Proposal

Proponents will be permitted to withdraw their Proposal, unopened, after it has been deposited, if such a request is received by the City, prior to the time specified for the opening of Proposals.

1.5 Informal Proposals

Proposals are to conform to the terms and conditions set out herein. Proposals which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal. All Proposals must be legibly signed in ink by an authorized officer of the Proponent's firm.

1.6 Proposal Evaluation

The successful Proponent will be selected based on evaluation of the proposal utilizing our rating system which considers the requirements mentioned below. An evaluation committee will be used in the selection process.

Request for Proposal (cont'd)

Population, Housing and Employment Projections – Commercial and Industrial Land Needs Analysis

Requirements:

- 1) Proponent's Key Personnel and Roles/Estimated Time Commitments. Proposals should include the names and brief Curriculum Vitae for the Proponent's key personnel, their roles, and estimated time commitments for the Project.
- 2) Proponent's relevant past experience on similar projects. Proposals should include details and provide relevant references (minimum of 3) including Contact Names.
- 3) Proposal must include a detailed work program methodology – include processes and analyses to be undertaken.
- 4) Proposal must include a detailed schedule recognizing critical deliverables, progress meetings and timelines – demonstrating commitment to completion of the entire project within ninety (90) days after award.
- 5) Proposal must include a fee schedule for the required scope of services as outlined in Paragraph 2.4 of Section 2 - Terms of Reference of the RFP.
- 6) Five (5) copies of the complete proposal submission must be received.
- 7) Proponents are required to include a Letter of Introduction with the Proposal that states that the Signee is authorized to bind the Proponent to the contents of the Proposal including pricing.

The above list of requirements and criteria represents areas which are to be specifically addressed in the proposal. The evaluation process will not necessarily be limited to these areas. Other criteria not specifically listed above may also receive consideration. The order in which the requirements and criteria are listed does not indicate the weighting of the evaluation.

To assist in evaluation of the Proposals submitted, the City may elect to conduct interviews with one or more Proponents at its sole discretion. Please see Paragraph 1.10 concerning incurred costs associated with attendance at such interviews.

The City reserves the right, in its sole and absolute discretion to select a preferred Proponent with which to negotiate a final contract, terminate the proposal call or reject any and all Proposals.

The City will endeavor to complete the evaluation process within a reasonable time frame. The City reserves the right to contact Proponents to seek clarification of the proposals, as submitted, to assist in the evaluation process. Interviews may be required.

Request for Proposal (cont'd)

Population, Housing and Employment Projections – Commercial and Industrial Land Needs Analysis

IMPORTANT: The decision of the City of Sault Ste. Marie with respect to this Request for Proposals is considered final. In submitting a Proposal, Proponents agree that there is no recourse to the City of Sault Ste. Marie for its decision.

1.7 Conditions and Requirements of Work

The successful Proponent is required to comply with the requirements of the City's Contractor Pre-Qualification Program prior to the start of any onsite work on this Contract. These requirements include but are not limited to WSIB Coverage, Liability Insurance Coverage, Accessibility Training, and Safe Work Practices. Details regarding compliance with this requirement may be obtained by contacting Aldo Iacoe, Health & Safety Coordinator, telephone 705-759-5367 or by email to a.iacoe@cityssm.on.ca.

1.8 Proposal Left Open

The Proponent shall keep their Proposal open for acceptance for sixty (60) days after the closing date.

1.9 Schedule

- (A) Release of RFP: June 7th, 2017
- (B) Deadline for Questions: June 21st, 2017 (noon)
- (C) Submission of Proposal: June 28th, 2017
- (D) Recommendation of Award: July, 2017
- (E) Signing of Agreement: July, 2017
- (F) Commencement of Services: August, 2017
- (G) Project Completion: October/November, 2017 (or sooner)

The City reserves the right to alter the scheduling of items "D" to "G". Proponents are asked to designate one contact person to whom any additional information deemed to be relevant to the proposal may be communicated.

1.10 Incurred Costs

The City will not be liable for, nor reimburse any Proponent for costs incurred in the preparation of Proposals or any other costs such as preparation for, and attendance at interviews that may be required as part of the evaluation process.

Whenever possible, at the sole determination of the City, additional information and/or clarifications will be obtained by telephone or other electronic means.

1.11 Alterations to Documents

No electronic reproduction or alteration of the original document will be permitted under any circumstance. The Proponent shall not change the wording of the proposal after submission; and no words or comments shall be added to the general conditions or detailed specifications unless requested by the City for the purpose of clarification.

1.12 Confidentiality & Post-Award Comment

No Proponent shall have the right to review or receive any information with respect to a proposal, documentation, or information submitted by any other Proponent. The content of the proposal, and all documentation, and information shall be held in confidence by the City subject only to the provision of freedom of information and privacy legislation, including without limitation, the Municipal Freedom of Information and Protection of Privacy Act.

Post-Award Comment by the City regarding this Request for Proposal will be limited to written notification to all Proponents of the successful Proponent's name and address only – no further debriefing will be provided. **In submitting a Proposal, Proponents acknowledge and agree to this provision.**

1.13 Municipal Freedom of Information & Protection of Privacy Act

The Corporation of the City of Sault Ste. Marie is governed by the provisions of the Municipal Freedom of Information and Protection of Privacy Act. All documents submitted to the City in response to this Request for Proposal become the property of the City and as such will be subject to the disclosure provisions of the Act. The Act gives persons a right of access to information held by the municipality. The right of access is subject to exemptions contained in the Act.

1.14 Indemnification

The successful Proponent will indemnify and save harmless the City against and from all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which the City may bear, suffer, incur, become liable for, or be put to by reason of any damage to property or injury or death to persons by reason of, arising out of or in consequence of breach, violation of non-performance by the successful Proponent of any provision of the agreement, or by reason of or arising out of the use of the premises or in connection with the work covered by this contract, or by reason of or arising out of any act, neglect or default by the successful Proponent or any of its agents or employees or any other person or persons, in, on, or about the premises.

Request for Proposal (cont'd)

Population, Housing and Employment Projections – Commercial and Industrial Land Needs Analysis

The rights to indemnity contained in this section shall survive any termination of the agreement, anything in this agreement to the contrary notwithstanding.

1.15 Agreement for Services

The successful Proponent will be required to enter into an agreement for professional services with a fee limit established at the outset of the agreement. Additional fees for unforeseen work which may be required must be approved in writing by the City prior to expenditure.

SECTION 2

TERMS OF REFERENCE

2.1 Introduction

The City of Sault Ste. Marie is a single tier Municipality located in the Algoma Region. In the 1980's the City's population peaked at about 85,000 people. In the late 80's and early 90's, a decline in manufacturing lead to population decline to about 73,000 people. The population has since remained relatively stable.

The City is a Service Centre for the Algoma Region. The Steel Mill remains the largest private sector employer.

The City is embarking upon the creation of a new Official Plan, which will guide the overall development of the City for the next 25 years. Population, Housing and Employment Projections as well as Commercial and Industrial Land Needs Analysis will form the basis of determining residential, commercial and industrial land needs through the timeframe of the new Official Plan. Furthermore, population and demographic trends will form the basis of understanding the future service needs of the local population.

2.2 Documentation

The following documentation will be provided to assist the successful Proponent:

- OP and Zoning By-law
- Building Permit Data

2.3 Budget and Fee Structure

The City has allocated a budget of up to \$45,000 plus HST for this Project.

Request for Proposal (cont'd)

Population, Housing and Employment Projections – Commercial and Industrial Land Needs Analysis

A comprehensive fee schedule detailing the costs associated with conducting the study must be included within the Proposal submitted. Disbursements and Expenses must be listed. HST is extra.

2.4 Required Scope of Services

a) Population and Housing Projections

The successful Proponent is required to develop population and housing projections for the Municipality.

The Proponent should propose an appropriate methodology for developing the population and housing projections. The methodology should take into account age-specific fertility rates, age and sex specific mortality rates, and anticipated migration to and from the Municipality, as well as projected dwelling unit demand and dwelling unit demand by type.

The Municipality is seeking population and housing projections at 5-year intervals from 2016-2036.

b) Employment Analysis and Projections

The successful Proponent is required to develop employment statistics and projections for the Municipality. The Proponent should propose an appropriate methodology for developing the employment projections. The projections should include the projected employment by industry sector, taking into account both the supply of and demand for workers.

The Municipality is seeking employment projections at 5-year intervals from 2016-2036.

c) Industrial Land Needs Analysis

The successful Proponent is required to undertake an Industrial Land Demand Analysis for the Municipality. The completed analysis will provide the Municipality with industrial land demand projections over the next 20 years.

d) Commercial Land Needs Analysis

The successful Proponent is required to undertake a Commercial Land Demand Analysis for the Municipality. The completed analysis will provide the Municipality with commercial land demand projections over the next 20 years.

If a Proponent feels that additional tasks are warranted, they must be clearly identified in the Proposal. Furthermore, the successful Proponent shall report on other matters that come to light in the course of the evaluation that, in the Proponent's professional opinion, the City should consider.

2.5 Project Deliverables

The successful Proponent shall deliver a formal Report addressing the elements stated in the Scope of Work for the Project (Paragraph 2.4 above). Delivery of the Report will include a conference call presentation of the Report and its findings to Mr. Don McConnell, Director of Planning – the City of Sault Ste. Marie and other parties.

Five (5) bound printed copies, and one (1) copy in electronic format of the Report shall be provided to the City at the time of delivery; the cost which is included in the Proposed Fee Structure. Copies shall be complete and include all Appendices and Exhibits.

Upon delivery, the final Report becomes the property of the City. The City shall have the right of use of all materials, documents, information, appendices and photographs, drawings, and spreadsheets in the Report as submitted. No further fees or royalties shall be payable and no infringement of copyright shall occur by virtue of any use or modification of the data by the City; or by any use it may make of the data provided; by other consultants or in other fashion.

The City may, at its sole discretion, require that this Report be presented in person and outlined to Mr. Don McConnell, Director of Planning – the City of Sault Ste. Marie and other parties at a meeting to be conducted at the Civic Centre. The successful Proponent may also be required to present the Report to City Council either at a regular meeting or a special meeting called for this purpose. A separate schedule detailing the cost of this in person presentation including expenses (HST shown as extra) shall be included with the Proposal as submitted.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW NO. 2017-146

STREET CLOSING: (Map 42) A by-law to amend Street Closing By-law 2015-12 (part Wawanosh Avenue).

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. **AMENDMENTS TO BY-LAW 2015-12**

Schedule “A” to By-law 2015-12 is hereby deleted and replaced with Schedule “A” attached to this by-law.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 17th day of July, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

da LEGAL\STAFF\BY-LAWS\2017\2017-146 AMEND STREET CLOSING BY-LAW 2015-12 PART WAWANOSH AVENUE.DOC

SCHEDULE "A"

PART OF PIN 31556-0167 BEING PARTS 1 AND 9 ON 1R13305 AND PART
OF PIN 31550-0177 BEING PART 10 ON 1R13305 – PART OF WAWANOSH
AVENUE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-147

AGREEMENT: (P5) A by-law to authorize the execution of the Agreement between the City and Dillon Consulting Limited for the provision of a Comprehensive Risk Assessment for Fire Services for Sault Ste. Marie.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Agreement between the City and Dillon Consulting Limited, a copy of which is attached as Schedule "A" hereto. This Agreement is for the provision of a Comprehensive Risk Assessment for Fire Services for 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 17th day of July, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

AGREEMENT FOR PROFESSIONAL SERVICES

1. This Agreement for Professional Services (this "Agreement") is between DILLON CONSULTING LIMITED ("Dillon"), and CORPORATION OF THE CITY OF SAULT STE. MARIE (the "Client").
2. The Client is a:
☒ Corporation incorporated under the laws of Province of Ontario ;
☐ Partnership having the following general partners _____
(list all general partners);
☐ Sole Proprietorship; or
☐ Other (please specify) _____.
3. The Client acknowledges that it has read, understood and accepts the following attachments which form part of this Agreement:
 - A. Terms of Engagement (dated December 21, 2015).
 - B. Offer of Services Letter from Dillon (dated: June 30, 2017).
 - C. Other:
 - i) Proposed Fee Schedule of \$99,900 excluding HST as outlined in the June 30, 2017 Offer of Services
4. The Client agrees to the following additions or amendments to the attached Terms of Engagement:
 - A. The laws of Province of Ontario shall govern all matters arising out of this agreement and the venue for any related litigation will be Toronto, Ontario.
5. The Client:
 - A. Authorizes Dillon to proceed with the work described in the Offer of Services Letter;
 - B. Acknowledges that it has had the opportunity to read, discuss and negotiate the attached Terms of Engagement prior to executing this Agreement;
 - C. Agrees to be bound by and comply with the provisions of this Agreement, the attached Terms of Engagement and Offer of Services Letter, and any other attachments to this Agreement;
 - D. Agrees that the signing of a facsimile copy or portable document format (PDF) copy of this Agreement and any amendments thereto shall have the same effect as the signing of an original; and
 - E. Agrees that the retention of an electronic version of this agreement is permitted and that the subsequent production of an electronic version of this document shall be treated as if it was the production of an original signed copy.

DILLON CONSULTING LIMITED:

Per: _____
I/We have authority to bind Dillon.

Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind Dillon.

Name: _____
Title: _____
Date: _____

THE CLIENT:

Corporation of the City of Sault Ste. Marie

Per: _____
I/We have authority to bind the Client.

Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind the Client.

Name: _____
Title: _____
Date: _____

DILLON CONSULTING LIMITED - TERMS OF ENGAGEMENT

These terms of engagement govern the services to be provided by Dillon Consulting Limited ("Dillon") to the Client and constitute part of the agreement for services between Dillon and the Client (the "Agreement"). By accepting Dillon's offer of services, the Client agrees to be bound by and comply with these terms of engagement.

1. Warranty

1.1 Dillon warrants that it will perform its services with the standard of due care and diligence usually practiced by the consulting profession, at the time that the services are rendered. The Client acknowledges and agrees that all other warranties, representations or remedies, express or implied, except the warranty for loss of the work required under Section 2118 of the Civil Code of Quebec are excluded and the Client agrees to waive any right, remedy or cause of action it may have with respect to such warranties, representations or remedies. In addition, the Client agrees to defend and indemnify Dillon from all other liability, including but not limited to liability for direct, incidental or consequential damages arising in connection with Dillon's actions, whether such liability arises in contract, tort or otherwise.

2. Limitation of Liability

2.1 Dillon's liability to the Client and all claimants not party to this agreement shall be limited to injury or loss caused by negligence of Dillon and/or sub-consultants for which it is responsible. The total amount of Dillon's liability for said negligence shall not exceed the value of Dillon's fees for this project in total for all claims, costs and expenses and the Client hereby waives all claims in excess of this amount howsoever arising including any claim for contribution and indemnity which the Client may have against Dillon. The Client irrevocably and unconditionally agrees to defend, indemnify and hold Dillon harmless from all claims and expenses associated therewith resulting from claims brought by other parties in excess of the aforesaid limit.

2.2 Increased liability limits may be negotiated prior to the commencement of services by Dillon upon the prior written request of the Client, the payment of an additional fee as determined by Dillon, and the prior written agreement of Dillon.

3. Confidentiality

3.1 Documents prepared by Dillon and provided to the Client (the "Dillon Documents"), such as proposal documentation, reports and any documentation containing professional advice, are intended exclusively for the purposes, project and site locations outlined in those documents. The information contained in any Dillon Document may not be appropriate for other uses by the Client or for use by third parties and any such use or reuse is at the sole risk of the user.

3.2 Certain Dillon Documents contain confidential information which is the intellectual property of Dillon and which is provided to the Client solely for the purposes outlined in the document. The Client shall not provide any such confidential information to any other person, or use the information in a manner other than prescribed in the Dillon Document or Documents without the prior written consent of Dillon.

4. Provision of Relevant Information

4.1 The Client shall provide Dillon with all relevant information of which the Client is aware and which may be required by Dillon to perform its services for the Client. Without limiting the generality of the foregoing, if the Client has knowledge of or suspects that hazardous materials may exist at any site at which services are to be performed by Dillon, the Client shall provide this information promptly to Dillon in writing.

4.2 Dillon shall not be responsible or liable for any incorrect or inadequate advice, report, recommendation, finding, decision or conduct based either directly or indirectly on inaccurate or inadequate information supplied by the Client.

5. Site Access, Subterranean Structures and Utilities

5.1 The Client shall grant or obtain free and ready access to each project site at which Dillon is to perform services for the Client. The Client shall notify all owners and occupiers of property at the project site that Dillon is to be granted free and ready access to the site.

5.2 Unless otherwise agreed in writing by Dillon and the Client, the Client shall delineate accurately on the Client's property all subterranean structures and utilities. The Client assumes sole and complete responsibility for any damage or injury caused to any person, property, subterranean structures or utilities because of incorrect or inadequate information provided to Dillon and the Client agrees to indemnify, defend and hold Dillon harmless from any claim or liability for injury or loss resulting from such damage or injury.

6. Samples

6.1 Unless otherwise agreed in writing, all samples obtained by Dillon, including soil cores, may be discarded by Dillon within 30 days after submission of Dillon's report to the Client. A mutually agreed storage fee will be charged to the Client for any samples stored longer than this 30 day period.

6.2 If any of the samples contain substances or constituents that Dillon believes may be hazardous or detrimental to the environment or human health and safety, Dillon may, at the Client's expense, return such samples to the Client or dispose of the samples in a manner deemed appropriate by Dillon.

7. Force Majeure

7.1 Notwithstanding any other provision of the Agreement, Dillon shall not be deemed in breach of the Agreement or liable for any failure or delay in performing any of its obligations under the Agreement, if the failure or delay is caused directly or indirectly by any event or circumstance beyond Dillon's control, including, without limiting the generality of the foregoing, acts of God, government or civil or military authority, inclement weather, fire, flood, labour trouble, failure of transportation, accident, act or omission of the Client or anyone employed or engaged directly or indirectly by the Client, or the discovery of hazardous or potentially hazardous materials or situations at or near the project site.

7.2 Where an event or circumstance of the kind referred to in Clause 7.1 arises, Dillon may, at its option, extend the period of time for completion of the Agreement or terminate the Agreement.

8. Payment

8.1 Unless otherwise stipulated in this agreement for services, the Client shall pay Dillon for its services as follows (applicable taxes are extra):

- (a) fees shall be paid on the basis of Dillon's current schedule of standard flat hourly rates;
- (b) routine expenses and disbursements (communications, local travel, project office supplies, production of routine documents/drawings, courier/messenger services, standard software/computer costs, and similar items) shall be paid at a standard rate of 8% of fees;
- (c) other project-related expenses and disbursements (sub-consultant/sub-contractor charges, travel beyond local area, living expenses when away from home office, advertising costs, testing services, use of specialized equipment or software, approval/permit/licence fees, project specific insurance, production of tender or other non-routine documents, and similar items) shall be paid at cost plus a 5% administration fee;
- (d) payment shall be made within thirty days of the date of Dillon's invoice;
- (e) interest shall be paid by the Client at an annual rate equivalent to the average bank prime rate plus 4% on all amounts unpaid within 30 days of the date of Dillon's invoice, with payment to be applied first to accrued interest and then to the unpaid principal amount.

9. Independent Professional Services Consultant

9.1 Unless otherwise agreed in writing by Dillon and the Client, it is acknowledged that Dillon is an independent professional services consultant in performing services under this agreement, and accordingly it is further acknowledged that Dillon is an independent contractor.

10. Defects in Service

10.1 The Client shall promptly report to Dillon any defects or suspected defects in Dillon's work or services of which the Client becomes aware, so that Dillon may take measures to minimize the consequences of such defects. Failure by the Client to notify Dillon in a timely manner shall relieve Dillon of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given. No unilateral withholdings, deductions or offsets shall be made from Dillon's compensation for any defects or suspected defects unless Dillon has been found legally liable for such amounts.

11. Suspension of Services

11.1 If the Client fails to make payments when due, or otherwise is in breach of the Agreement, Dillon may suspend performance of services upon five (5) calendar days' notice to the Client. Dillon shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension.

12. Agreement

12.1 These terms of engagement govern the services to be provided by Dillon under the Agreement, shall be amended only by the written agreement of Dillon's authorized representative and the Client, and shall not be altered or supplemented by any other understanding or agreement. The Client waives its right to unilateral rescission of contract under the Civil Code of Quebec and undertakes not to seek termination of the Agreement during the term of the Agreement.

12.2 The Agreement, of which these terms of engagement form a part, shall be governed by and interpreted in accordance with the laws of the province or territory of jurisdiction named on the Agreement for Professional Services.

12.3 Titles and section headings are for convenience of reference only and shall not be considered in interpreting the text of the terms of engagement.

12.4 If any clause in these terms of engagement is held illegal, invalid or unenforceable in whole or in part, the remaining clauses shall not be impaired and shall remain in full force and effect. All limitations of liability, releases, indemnities and similar provisions shall survive termination of the Agreement for any cause, and shall apply even in the event of the fault, negligence or other liability of Dillon, and shall extend to the officers, directors, employees and agents of Dillon.

Revised December 21, 2015



CITY OF SAULT STE. MARIE

Comprehensive Risk Assessment for Fire Services for Sault Ste. Marie

2017FIR-03-P

June 9, 2017

June 30, 2017 Version



Submitted to:
The City of Sault Ste. Marie
ATTN: Manager of Purchasing
99 Foster Drive - Level 2
Sault Ste. Marie, Ontario P6A 5X6

Commercial Confidentiality Statement

This document contains trade secrets or scientific, technical, commercial, financial and labour or employee relations information which is considered to be confidential to Dillon Consulting Limited ("Dillon"). Dillon does not consent to the disclosure of this information to any third party or person not in your employ. Additionally, you should not disclose such confidential information to anyone in your organization except on a "need-to-know" basis and after such individual has agreed to maintain the confidentiality of the information and with the understanding that you remain responsible for the maintenance of such confidentiality by people within your organization. If the head or any other party within any government institution intends to disclose this information, or any part thereof, then Dillon requires that it first be notified of that intention. Such notice should be addressed to: *Dillon Consulting Limited, 235 Yorkland Boulevard, Suite 800, Toronto, Ontario M2J 4Y8, Attention: President.*

June 30, 2017



The City of Sault Ste. Marie
99 Foster Drive – Level 2
Sault Ste. Marie, ON P6A 5X6

Attention: Mr. Tim Gowans
Manager of Purchasing

Re: File 2017FIR-03-P Proposal to Prepare a Comprehensive Risk Assessment

Dear Mr. Gowans:

Dillon Consulting Limited (Dillon) is pleased to submit our Proposal for the preparation of a Comprehensive Risk Assessment for Fire Services for Sault Ste. Marie, June 30, 2017 Version (originally submitted June 9, 2017). Dillon has been conducting comprehensive risk assessments, fire master plans, fire service reviews and station location assessments for over 30 years including experience with integrated fire/EMS. Our methodology is embedded in the application of industry best practices and legislation and regularly includes internal and external stakeholder engagement. The attached proposal outlines Dillon's proven approach to this assignment including our team, experience, references, work plan, proposed schedule, and fee schedule.

The signees of this letter are authorized to bind Dillon (the Proponent) to the contents of this proposal including the Fee Schedule. We would also be pleased to discuss any aspect of this proposal to ensure the services meet the needs of the City and look forward to hearing from you.

Sincerely,

DILLON CONSULTING LIMITED

[Signatures in Original]

Partner

Partner and Officer

Enclosure(s) or Attachment(s)

235 Yorkland Blvd.
Suite 800
Toronto, Ontario
Canada
M2J 4Y8
Telephone
416.229.4646
Fax
416.229.4692

Dillon Consulting
Limited

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1.0 Introduction

Dillon Consulting Limited is pleased to submit our proposal to provide professional consulting services to develop a Comprehensive Risk Assessment for Fire Services for Sault Ste. Marie. As required within Request for Proposal (RFP) 2017FIR-03-P, this proposal outlines: our understanding of the project; project team and firm qualifications; provides past experience and references; presents an overall approach and methodology; and details a work plan, including a schedule and fees.

1.1 Project Overview

This project is intended to develop a Comprehensive Risk Assessment for the City of Sault Ste. Marie (City). Utilizing industry best practices, including relevant standards, guidelines and legislation as benchmarks, this project will assess the current fire protection services provided by the Sault Ste. Marie Fire Services (SSMFS) in comparison to the findings of a Comprehensive Risk Assessment (CRA). The analyses will identify strategies to mitigate community fire risk in providing the optimal level of fire protection services based on local needs and circumstances.

The process of assessing community risk is receiving increased attention within the fire protection industry in North America. A community risk assessment is fundamental to understanding needs and circumstances of a community, and assessing core services provided by a fire department. A CRA can be used to identify existing service gaps, opportunities for improved allocation of resources, and to plan for mitigation and prevention. Dillon has been completing community risk assessments for a number of years and is at the forefront of applying a Comprehensive Risk Assessment methodology to assess the performance of existing services and inform options for delivering the optimal level of fire protection services including firefighter deployment, apparatus, equipment, station location, and more through evidence-based data-driven analysis informed by the fiscal realities of the City.

1.2 Why Dillon?

Dillon is an employee-owned, Canadian professional services firm providing a wide range of consulting services related to communities, the environment, facilities and infrastructure with an emphasis in planning, engineering and environmental sciences. As a multi-disciplinary firm, we have a broad range of resources available and depth of experience needed to meet the needs this assignment. This includes the provision of consulting for Fire and Emergency Services as a core service, as well as staff committed to community fire risk assessments and stakeholder engagement. More information on why our team is eminently suited for this role can be found in **Sections 2.0** and **3.0**. The firm, established in 1946, has a current complement of over 650 employees operating in 17 centres across Canada, including Winnipeg, Ottawa, Saskatoon, Calgary, Toronto, and Kitchener. More information on Dillon can be found at <http://www.dillon.ca/>. The consultant team for this project will be led by staff from our Kitchener and Oakville offices.

2.0 Key Roles

Our team consists of qualified and capable individuals with extensive experience conducting comprehensive risk assessments, fire master plans, fire department reviews, organizational reviews and fire station location assessment. This section highlights the project role of our proposed team members.

[Elements of the original proposal submission have been removed from this section due to confidentiality and the public nature of this contract document.]

Project Manager

Project Role: Will attend and facilitate all project meetings, oversee the Comprehensive Risk Assessment, lead the Operational Review, and be responsible for the day-to-day management of the team and work plan. Will be the primary contact for the City and will lead the preparation of deliverables.

Project Coordinator and Risk Assessment Lead

Project Role: Will include assistance with managing the schedule and leading the Comprehensive Risk Assessment. Role will also involve assisting with the preparation for and attending project meetings, consultation sessions, and preparing project deliverables.

GIS Modelling and Statistical Analysis Lead

Project Role: Will conduct the GIS-based modelling and statistical analysis. Will also assist with preparing for meetings, and project deliverables (e.g. reports and presentations).

Project Director

Project Role: Quality control/quality assurance role at key stages of the assessment and will provide input to the team relating to knowledge of and experience in providing consultation services for fire in Ontario and across Canada.

Senior Fire and Emergency Services Advisor

Project Role: Support the Project Manager, provide strategic advice and add to the team's depth of knowledge and experience throughout the study.

Risk Management Specialist

Project Role: Risk Management Specialist on this assignment.

Our Project Team has demonstrated experience in...

-  Risk Assessments
-  Project & Schedule Management
-  Fire Services Consulting
-  Municipal Strategic Planning
-  Organizational Behaviour and Effectiveness
-  Performance Assessment
-  Knowledge of Industry Best Practices
-  Application of Ontario Legislation
-  GAP Analysis
-  Stakeholder Engagement
-  Cost Benefit Analysis
-  Qualitative & Quantitative Analysis
-  GIS Modeling

3.0 Past Experience and References

This section outlines our relevant past experience addressing the qualifications requested in Section 2.3 of the RFP.

[Elements of the original proposal submission have been removed from this section due to confidentiality and the public nature of this contract document.]

3.1 Representative Projects and Project References

The following four project references are provided including a summary of the work completed. We value the work we produce for our clients and strive to produce quality products that meet client expectations. We would be happy to provide additional references from previous clients if desired or additional representative projects.

[Elements of the original proposal submission have been removed from this section due to confidentiality and the public nature of this contract document.]

4.0 Overall Approach and Methodology

Our overall approach is driven by three key factors: (1) our understanding of experience with industry best practices, applicable standards and guidelines, and Ontario legislation; (2) our experience and understanding of the Comprehensive Risk Assessment Methodology; and (3) evidence based analysis, and consultative.

[Elements of the original proposal submission have been removed from this section due to confidentiality and the public nature of this contract document.]

5.0 Work Plan

Our work plan structure is based on the completion of seven major tasks which are discussed below:

- Task 1: Kick off Meeting
- Task 2: Onsite Fact Gathering
- Task 3: Comprehensive Risk Assessment
- Task 4: Operational Review
- Task 5: Analysis and Recommendations - Assessing Risk and Deployment Options
- Task 6: Report and Deliverables
- Task 7: Project Management
- Provisional Items

[Elements of the original proposal submission have been removed from this section due to confidentiality and the public nature of this contract document.]

5.1 Task 1: Kick Off Meeting (Meeting #1 – Teleconference)

Once confirmation of project award has been received our Project Manager will coordinate a conference call in collaboration with the Office of the CAO. The purpose of this conference call will be to establish specific project requirements, such as confirming the scope of work, budget and schedule, discussing any project issues, reviewing stakeholder engagement, and prioritizing areas of the work plan that require special attention to satisfy the client's expectations. We have assumed data will be provided within three weeks of the kick off meeting.

5.2 Task 2: Onsite Fact Gathering (Meeting #2 - Site Visit)

In-Person Interviews: We have assumed within our work plan a total of eight face-to-face interviews with internal stakeholders to be conducted during the three day site visit. We will require the assistance of City staff to identify interviewees and coordinate the scheduling of interviews (approximately one hour each) to be conducted during this visit to the City.

Station Tours: We have included within this initial onsite fact gathering process, tours of the City's three fire stations and combined Fire/EMS station. The goal of these tours will be to review the current condition, location and access to each of these facilities. Attention will be given to assessing the suitability of apparatus and equipment in supporting the most effective and efficient fire suppression deployment model. Our focus will be on apparatus and equipment requirements to support the station location and the emergency response assessment. Beyond this, we will provide a limited infrastructure review based on observations obtained through the site visits, discussions and available information.

Community Risk Tour: In addition to the fire station tours we have included within our work plan a driving tour of the City with key City staff to conduct a visual assessment of any identifiable community risks, and specifically fire related risks. The objective of this tour will be to provide us with a better understanding of risks that may be unique to the City, or that may have a greater awareness within the community.

5.3 Task 3: Comprehensive Risk Assessment

The Comprehensive Risk Assessment (CRA) component of this scope of work comprises three elements: (1) risk identification, (2) risk level assignment, and (3) a GIS-based risk map.

5.3.1 Risk Identification – Seven Profiles (Investigate City's Fire Services Safety Risks)

NFPA 1730 outlines seven profiles that should be assessed and used to understand fire services risk within a community: Building Stock; Demographics; Geographic; Past Fire Loss; Response; Hazard; and Economics. As identified in NFPA 1730, these profiles incorporate the methodology of the Ontario Office of the Fire Marshal and Emergency Management (OFMEM) Public Fire Safety Guideline on Simplified Risk Assessments (PFSG 04-40A-03). Where appropriate, our methodology incorporates this PFSG and Ontario's Fire Risk Sub-model. The OFMEM Fire Risk Sub-model defines risk ***"as a measure of the probability and consequence of an adverse effect to health, property, organization, environment, or community as a result of an event, activity or operation. For the purposes of the Fire Risk Sub-model, such an event refers to a fire incident along with the effects of heat, smoke and toxicity threats generated from an incident"***.

The OFMEM's Fire Risk Sub-model advises that ***"assessing fire risk should begin with a review of all available and relevant information that defines and characterizes your community"***. This first element of the CRA will involve a review of available data and background material to be provided by the City of Sault Ste. Marie. Based on our experience, the profile sub-topics explored and potential data sources are outlined in **Table 1**. Where possible (based on data availability and quality), a spatial element will be introduced into the analysis.

Table 1: Risk Identification Topics and Data Sources

Profile	Sub-topics	Data Sources and Assumptions
Building Stock	- Land use/Zoning - Building/property stock - Building Age and Construction - Building Density and Exposures - Building Height and Area - Potential High Fire Risk Occupancies (Fuel Load) - Potential high Life-Safety Risk Occupancies (Vulnerable Occupancies) - Historic or Culturally Important Buildings and Facilities - Ontario Fire Code Non-Compliant Occupancies	- City or other agencies will be able to provide data that identifies building stock or property stock by occupancy classification. - Statistics Canada spatial and variable data will be accessed/purchased: 2016 Statistics Canada Census*; 2011 Statistics Canada Census; 2011 Statistics Canada National Household Survey (NHS) - City will provide spatial data of culturally important buildings/facilities or areas. - SSM Fire Services will provide spatial data of Ontario Fire Code Non-Compliant Occupancies.
Demographic	- Population, Age, and Gender - Socioeconomic Circumstances (e.g., labour force status, family structure, educational attainment, household tenure, etc.) - Vulnerable Individuals - Ethnic and Cultural Considerations (e.g., language, immigration, etc.) - Population Shift	- See above regarding spatial data from Statistics Canada. - SSM Fire Services will provide information on the location of Vulnerable Individuals and Ethnic/Cultural Considerations. - City will provide spatial and quantitative information on population shift.
Geographic	- Road Networks and Highways - Bridges - Railways - Airport - Natural Features, Water Features, and landforms - Wildland Urban Interface	- Data to be provided from external agencies such as airport, rail and port. - SSM Fire Services will identify key risks related to geography. - City will provide spatial data around natural features, landforms, and infrastructure.
Past Fire loss	- Overall Fire Loss - Fire Loss by Occupancy Type - Civilian Fire Deaths or Injuries - Fire Cause and Ignition - Smoke Alarm Status - Fire Suppression System Status	- Dillon will access SIR reports for the City and Province from the OFMEM. - SSM Fire Services call data in full OFMEM Standard Incident Reporting format from 2012 to 2016.
Response	- Total Call Volume - Average Call Volume by Day of Week, Time of Day, Geography - Call Volume by Response Type	SSM Fire Services call data in full OFMEM Standard Incident Reporting format from 2012 to 2016.
Hazard	Natural Hazards (e.g., flooding), Technological Hazards, Human-caused Hazards	Hazards will be directly informed by the City-wide Hazard Identification Risk Assessment from Emergency Planning.
Economic	- Critical infrastructure - Major employers/industries - Key institutions - Events and attractions	City will be able to identify through its applicable departments (e.g., economic development, tourism, planning, engineering), these sub-topic elements.

Profile	Sub-topics	Data Sources and Assumptions
<i>* Unless the City has data available, based on Statistic Canada's planned release schedule of 2016 Census results, some 2011 Census and NHS data will need to be used for this analysis. It is assumed that only population and dwelling counts, age, type of dwelling, families, households, and marital status, and language will be available for 2016. Data on families, households and marital status and language is slated for release on August 2, 2017. See: http://www12.statcan.gc.ca/census-recensement/2016/ref/release-dates-diffusion-eng.cfm</i>		

Through this analytical process, key risks within each profile will be identified and reported on through tables and qualitative discussion. Spatial analysis will also be completed for each profile and sub-topic where applicable, based on the availability and quality of data sources.

5.3.2 Forecasted Demographics

As part of understanding the Demographic Profile of the community, consideration will be given to forecasted demographics to be provided by City Planning.

5.3.3 Risk Assignment (Probability and Consequence)

Each of the seven profiles as identified in NFPA 1730 are analysed in terms of their quantitative and qualitative risk. At a high level, there are four steps included in the risk analysis:

1. Determine a probability level to assign to each identified risk;
2. Determine a consequence level to assign to each identified risk;
3. Establish the risk level and risk category (e.g. low, moderate or high) for each identified risk based on the identified probability and consequence for each event; and
4. Review and summarize key risks from a City-wide perspective.

Our approach to assigning probability and consequence has been developed based on the OFMEM Fire Risk Sub-model, updated to reflect broader risk management practices. This results in a risk matrix that assigns a risk to low, medium, or high risk as seen in **Table 2**. Using this table, a risk level being low, moderate or high, will be assigned to each identified risk.

Table 2: Risk Matrix

Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Probability		1	10	100	1,000	10,000
Almost Certain	10,000	10,000	100,000	1,000,000	10,000,000	100,000,000
Likely	1,000	1,000	10,000	100,000	1,000,000	10,000,000
Possible	100	100	1,000	10,000	100,000	1,000,000
Unlikely	10	10	100	1,000	10,000	100,000
Rare	1	1	10	100	1,000	10,000

Risk Category	Definition (OFMEM)
Low Risk	- Manage by routine programs and procedures - Maintain risk monitoring
Moderate Risk	Requires specific allocation of management responsibility including monitoring and response procedures
High Risk*	- Community threat, senior management attention needed - Serious threat, detailed research and management planning required at senior levels

* Note: The OFMEM descriptions for High Risk and Extreme Risk have been combined. NFPA 1730 does not use the Extreme Risk category.

5.3.4 Existing Risk Map

Within the fire service industry, mitigation, prevention, and suppression approaches are in part driven by occupancy type. In turn, occupancy type is dictated by municipal land use or zoning which is reflected in the existing building stock. As a result, in our experience, building stock provides a logical basis from which to assess community fire risks.

In developing a City-wide spatial GIS risk model, the launching point will be the assignment of risk by Major Building Occupancy Type: Group A – Assembly; Group B – Care or Detention; Group C – Residential; Group E/F – Commercial/Personal Businesses; and Group F – Industrial (including low, medium, and high-hazard industries). Where a spatial element is enabled within the key identified risks of each profile, the risk assigned to a geography will be modified to the highest level of risk identified. This will enable the development of an existing risk map for the entire City.

5.4 Task 4: Operational Review

This phase of the project will assess the current operational (fire suppression) performance, efficiency and effectiveness of the Sault Ste. Marie Fire Services. We will rely on available information, including historic call data and available GIS layers (including road network with addresses, speed limits, automatic aid agreement areas, natural features, fire stations, etc.) to be provided by the City of Sault Ste. Marie. The Response Profile assessment completed as part of the CRA (and outlined in **Table 1**) will reflect the fire suppression performance assessment by reviewing existing conditions around historic call data including call location, workload analysis, historic dispatch, turnout, and travel times.

As part of the activities within this task, we will consult with the City to determine the applicable fire suppression performance benchmarks to be assessed. Within our work plan we have assumed the application of one performance measure for initial response and one for depth of response. We are able to draw on our experience from having done numerous previous studies using the NFPA standards, and the Office of the Fire Marshal and Emergency Management, Public Fire Safety Guideline Operational Planning: An Official Guide to Matching Resource Deployment and Risk to assist in identifying the applicable fire suppression performance benchmarks.

The results of this assessment will be applied to a comparison of current legislative requirements, industry guidelines and standards benchmarks in assessing the department's current fire suppression performance. Within this task we will also undertake a roads-based assessment, using ESRI's Network Analyst tool, to determine fire station coverage within the City of Sault Ste. Marie, including staffing and apparatus deployment details.

The graphical model we develop will generate a picture of the coverage areas within the City of Sault Ste. Marie. This analysis would indicate which areas do and do not meet the response guidelines today. We will make use of graphics to portray this information visually. The findings of **Task 3** will then be used to compare the City's fire safety risks, current fire suppression capacity and trends with respect to emergency response performance (staffing and resource deployment) to identify any gaps or needs in meeting community and Council expectations for the delivery of fire suppression services. The analyses within this task will also provide a focus on assessing the current operating costs and capital costs of the City's current Fire Services in comparison to the findings of the Comprehensive Risk Assessment.

The analysis within this task will provide a clear understanding of: Existing Facility / Apparatus Deployment; Existing Mutual Aid Systems / Responses (including Prince Township); Existing Emergency Response Assessment (Initial and Depth of Response); Existing Resource Requirements (Costs); and Comparison of Existing Fire Suppression Deployment to Community Risk.

5.5 Task 5: Analysis and Recommendations - Assessing Risk and Service Delivery Options

The suppression and fire risk gaps identified within **Task 4** will be utilized to inform any recommendations regarding proposed fire service benchmarks or strategies to minimize the risks associated with providing fire suppression services.

This will include identifying options for service delivery (stations, apparatus, operations personnel, department staffing model, etc.) and automatic aid, mutual aid, shared services or public/private sector partnerships for enhancing the efficacy or effectiveness of the fire service in meeting community and Council expectations for the delivery of fire suppression services. The options will be graphically presented and include the degree of benefit to be gained through its implementation, the extent to which it achieves established performance targets, and potential negative consequences, if any. The study will include up to four modelling scenarios for service delivery options and one modelling scenario for automatic aid, mutual aid, shared services or public/private sector partnerships.

5.5.1 Recommendations and Implementation Plan

After analyzing the scenarios to address the gaps, this task will provide recommendations for enhancing operational performance, efficiencies and effectiveness of the Sault Ste. Marie Fire Services. The recommendations will be organized into a timetable for implementation.

5.6 Task 6: Report and Deliverables (Meeting #3 – Teleconference)

The Draft Comprehensive Risk Assessment Report will focus on the tasks outlined above which cover the scope of services anticipated for this project. The report will summarize the findings, conclusions and recommendations determined from the project reviews and assessments conducted in the previous phases of the study. An electronic version (PDF) of the draft report will be provided in advance of the teleconference presentation to the CAO and other parties (Meeting #6). Following the presentation the Final Comprehensive Risk Assessment report will be completed based on consolidated comments provided in a table format. We have accounted for two weeks of review. We will provide 10 hard copies and a digital PDF copy of the final report to the City.

5.7 Task 7: Project Management

Creating a comprehensive work plan that is appropriately managed is critical to the success of all Dillon projects and is a fundamental component of our Quality Management System. Our project management system requires that each activity be carefully coordinated. Each activity is assigned a budget and time frame for completion within our project management system. The project manager is responsible for ensuring that all activities and tasks are completed on time and within budget. This is accomplished through dialogue with the project team members and regular internal progress meetings as well as regular communication with the City's project lead. To help ensure the project meets the proposed schedule and any issues are addressed proactively, we have accounted for a total of 12 bi-weekly, half-hour conference calls with the Project Manager, Project Coordinator, and the City lead.

6.0 Proposed Schedule

[Elements of the original proposal submission have been removed from this section due to confidentiality and the public nature of this contract document.]

We understand that schedule and timely completion of this project is of the utmost importance to the City. Our project team is anticipating a commencement of services the week of July 17, 2017 with the contract to be negotiated earlier in July. We are prepared to provide the data collection guide in advance of Meeting #1, so that we can hit the ground running. The RFP identifies a project completion date within ninety (90) days by October 31, 2017 or sooner. In our experience, a study of this scope and complexity for the size of the City lends itself to a more extended schedule. Schedules are heavily dependent on the ability to access data as required which can be time-consuming for fire-services and iterative in nature. It could also be impacted by vacation schedules or the ultimate approach to stakeholder engagement chosen by the City, which may require additional preparation, review, communication, and analysis considerations.

By conducting Tasks 3 and 4 in parallel, we propose a five-month schedule with project completion by December 18, 2017. With this proposed schedule, by the end of October or sooner, we will be in a position to provide preliminary findings and preliminary directions for service delivery.

This extended schedule is proposed based on our experience in completing this type of work, and recognizing the need to ensure that the analysis meets client, and internal Dillon quality standards and expectations. A project schedule identifying key tasks based on the five-month timeline is included in Table 3.

Table 3: Proposed High-Level Schedule

Task	Approximate Start Date	Approximate End Date
Task 1: Kick Off Meeting	July 16, 2017	August 5, 2017
Task 2: Onsite Fact Gathering	August 14, 2017	August 16, 2017
Task 3: Comprehensive Risk Assessment	August 8, 2017	September 23, 2017
Task 4: Operational Review	August 14, 2017	October 8, 2017
Task 5: Analysis and Recommendations – Assessing Risk and Service Delivery Options	October 8, 2017	November 19, 2017
Task 6: Report and Deliverables	October 1, 2017	December 18, 2017
Task 7: Project Management and Communication	Ongoing	

7.0 Fee

The proposed cost is **\$99,900 including disbursements and expenses but excluding HST.**

[Elements of the original proposal submission have been removed from this section due to confidentiality and the public nature of this contract document.]

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-148

AGREEMENT: (AG114) A by-law to authorize the execution of an agreement between the City and 882215 Ontario Inc. ("Reggie's") for the use of a portion of Korah Road from Wallace Terrace to Douglas Street for Reggie's West Ride for ARCH Event and Programming.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated July 17, 2017 between the City and 882215 Ontario Inc. ("Reggie's"), a copy of which is attached as Schedule "A" hereto. This agreement is a Licence to Occupy City Property for the use of a portion of Korah Road from Wallace Terrace to Douglas Street for Reggie's West Ride for ARCH Event and Programming.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 17th day of July, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

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Schedule "A"

AG-114

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this 17 day of July, 2017.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein referred to as the "City")

- and -

REGGIE'S PLACE TAVERN O/B 882215 ONTARIO INC.

(herein referred to as "Reggie's")

The City grants to Reggie's the right to occupy the property of the City ("the City Property") identified as a section of Korah Road from Wallace Terrace to Douglas Street, Sault Ste. Marie, specifically as shown and identified on Schedule "A" attached to this Licence. This Licence is subject to the conditions set out in Schedule "B" attached.

In this Licence, the "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors, and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED

Date: _____

Print Name:

**REGGIE'S PLACE TAVERN O/B 882215
ONTARIO INC.**

I HAVE THE AUTHORITY TO BIND REGGIE'S

Date: _____

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

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

***WE HAVE THE AUTHORITY TO BIND THE
CORPORATION***

**SCHEDULE "A" TO
LICENCE TO OCCUPY CITY PROPERTY**

City Property

The following structures and programming are permitted to be set up and/or conducted at the following locations on the City Property on August 19, 2017:

The temporary structures and Programming itemized below are permitted to be on the City Property in accordance with the layouts represented in "Appendix 1", as provided by Reggie's. The City and Reggie's acknowledge that Appendix 1 sets out the approximate location(s) of each temporary structure and elements of Programming, and that the actual set up of the temporary structures and Programming may slightly vary from the layouts set forth in Appendix 1.

1. Wooden barricades approximately three (3') feet high, extending from the curb at the north and south corners of 306 Korah Road across City Property to the north and south corners of the parking lot across the street, as represented in the diagram in Appendix 1 of this Licence Agreement.
2. Car Display on the south end of the City Property, between the barricade and Wallace Terrace;
3. A Motorcycle Display on the north end of the City Property, between the barricade and Douglas Street, including the congregation of motorcyclists before and after the scheduled charity ride; and
4. Consumption of food and beverages, including alcoholic beverages, from Reggie's.

The above is collectively referred to as the "Programming" in this Licence Agreement.

SCHEDULE "B" TO LICENCE TO OCCUPY CITY PROPERTY

This Licence is subject to the following conditions:

1. The City hereby grants Reggie's permission to set up and conduct the following on City Property, on August 19, 2017 as part of Reggie's West Ride for ARCH on Korah Road, Sault Ste. Marie at the locations identified in Schedule "A" to this Licence Agreement, and subject to the following time schedule for August 19, 2017:
 - a. Beginning at 11:00 a.m., Reggie's may set up matters in Schedule "A" to this Licence Agreement; and
 - b. Between the hours of 11:00 a.m. (August 19, 2017) and 12:00 a.m. (August 20, 2017), the Programming may carry on;
 - c. Between the hours of 11:00 a.m. and 12:00 a.m. patrons of Reggie's may consume alcoholic beverages on City Property, in accordance with their Temporary Liquor Licence Extension acquired from the Alcohol and Gaming Commission of Ontario ("AGCO"); and
 - d. By the hour of 12:00 a.m., Reggie's shall have completed the removal of the barricades, signage, and all other matters related directly or indirectly to the Programming from City Property at its own cost, liability and expense.

The above is collectively referred to as the "Event" in this Licence Agreement.

2. Tents, platforms, tables, chairs, barbeques, sound systems, and any other structures related directly or indirectly to the Event shall be contained on property owned by Reggie's on either side of Korah Road and shall not at any time encroach on the City Property.
3. Reggie's warrants that in carrying out the Programming described in Schedule "A" to this Licence, they will comply with the following conditions regarding the temporary road closure of Korah Road:
 - a. The street closure must conform to the procedures as presented in the Ontario Traffic Manual Book 7 including, but not limited to, all signage and emergency services notification requirements;
 - b. Ensure that pedestrian traffic on the City's sidewalks will not be impeded; and
 - c. Undertake to supply, setup and take down all signage and/or barricades required for the street closure as per Section (3) (a) herein.
4. The tent structures referenced in Section 2 are to comply with the following conditions:
 - a. The tent structures must be no less than three (3m) metres (9.8 feet) away from any building or other tent structure;
 - b. The tent structures must be at ground level and must not be raised in any way;
 - c. The tent structures and Programming must provide for access and clear passage by persons using mobility aides and strollers; and
 - d. The tent structures and Programming must comply with section 2.9 Tents And Air-Supported Structures, O. Reg. 213/07: Fire Code, made under *Fire Protection and Prevention Act*, 1997, S.O. 1997, c. 4.

- e. Pursuant to Sentence 1.3.1.1.(5) of Div. C Part 1, O. Reg. 332/12: Building Code, made under *Building Code Act, 1992*, S.O 1992, c. 23., if the tent structures are 60m² or greater in aggregate ground area a building permit is required.
5. Reggie's agrees to comply with all City and ACGO regulations including placement of barricades to the satisfaction of the City and fire safety.
6. Reggie's represents and warrants that it has obtained any and all required permits from Algoma Public Health with respect to the Event prior to the commencement of the Event.
7. Prior to the commencement of the Event, Reggie's shall provide the City with written confirmation by facsimile or e-mail from Algoma Public Health listing any and all permits obtained with respect to the Programming. In the Event that such confirmation of permits obtained has not been received by the City by August 14, 2017, Reggie's acknowledges and agrees that the Programming shall not proceed on August 19, 2017 with respect to the outdoor food preparation and serving component(s) and this Licence is hereby terminated as it pertains to those items not so confirmed. Such written confirmation shall be sent as follows:

CITY:

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel
Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1
Tel: (705)759-5403
Fax: (705)759-5405
Email: m.borowiczsibenik@cityssm.on.ca

8. Reggie's represents and warrants that it is the holder of a valid liquor licence and has applied for a temporary extension of the licence. Reggie's has received the AGCO's approval for the alcohol vending component of the Event, to take place on Reggie's property, but where alcohol may be consumed on City Property.
9. Reggie's acknowledges and agrees that it shall provide and serve alcohol for the Event at its property across the street if it is approved by the AGCO and the requirements set out in Section 11 below are satisfied.
10. Prior to the commencement of the Event, Reggie's shall provide the City with written confirmation by facsimile or e-mail from the AGCO that Reggie's has received approval for the alcoholic beverage vending component of the Event. In the case that such confirmation of approval has not been received by the City by noon on August 14, 2017, Reggie's acknowledges and agrees that the Programming shall not proceed on August 19, 2017 with respect to alcoholic beverage vending component(s) and this Licence is hereby terminated as it pertains to permitting alcohol consumption on City Property. Such written confirmation shall be sent as follows:

CITY:

Melanie Borowicz-Sibenik
Assistant City Solicitor/Senior Litigation Counsel
Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1
Tel: (705)759-5403
Fax: (705)759-5405
Email: m.borowiczsibenik@cityssm.on.ca

11. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with any matters related to the Event. Reggie's shall be responsible for all costs, expenses and liabilities relating to the setup, maintenance and removal of barricades and all other matters related directly or indirectly to the Programming on City Property. Reggie's shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the barricades and Programming.
12. All matters related to the Event are the responsibility of Reggie's. At no time shall the City be responsible for any matters related directly or indirectly to the Programming and/or the Event and Reggie's acknowledges and agrees that it shall indemnify and save harmless the City from any costs (including solicitor costs on a substantial indemnity scale basis and disbursements), liabilities and expenses incurred by the City that may result directly or indirectly from the Programming and/or the Event.
13. Reggie's shall have full responsibility to ensure that it has satisfied all liquor licence requirements for its extended area across the street from the restaurant. At no time shall the City be responsible for any matters related to liquor licence requirements or approvals for this area. Reggie's shall save harmless and fully indemnify the City from and against all losses, costs (including solicitor costs on a substantial indemnity scale basis and disbursements), damages and expenses of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by Reggie's of such liquor licence requirements and/or approvals.
14. Reggie's shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Event and the Programming, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by Reggie's with such Laws, By-Laws, Rules and Regulations.
15. Reggie's shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the Event and/or the Programming.
16. Reggie's shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Event and/or the Programming, the intent being that

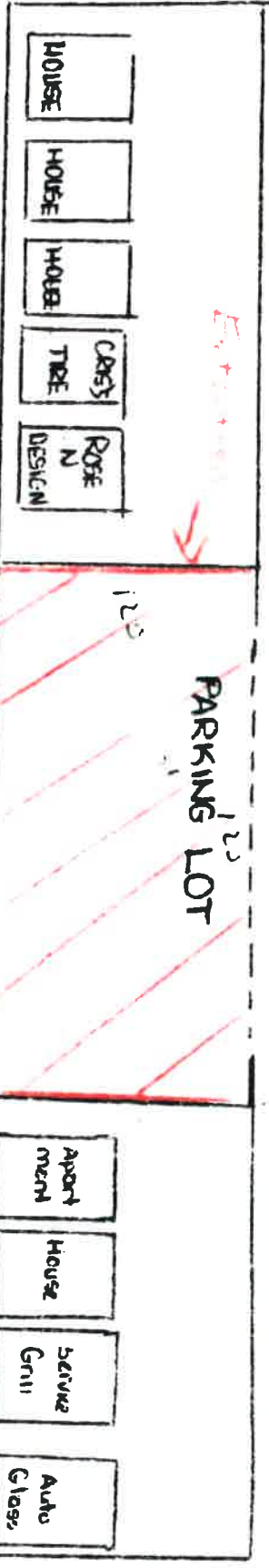
the City shall be at no risk or expense to which it would not have been put had the Event and/or the Programming not occurred.

17. Reggie's shall not assign, transfer or make any other disposition of the Licence, or of the rights conferred thereby, without the prior express written consent of the City.
18. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of Korah Road, such that removal of any portion or the entirety of the Event and/or the Programming is required, Reggie's shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Event and/or the Programming to its condition prior to such access by the City and/or emergency personnel.
19. The Event shall terminate at 12:00 a.m. on August 20, 2017. Reggie's shall promptly remove the Event and the Programming, and any matters related directly or indirectly thereto from the City Property and complete all necessary cleanup activities at their sole cost and expense by the hour of 12:00 a.m. on August 20, 2017, and leave the City Property in a condition satisfactory to the City; provided that if the required cleanup activities are not completed by Reggie's by 12:00 a.m. on August 20, 2017, the City may complete such clean up and removal of the items as it deems necessary at the expense, liability and risk of Reggie's.
20. Reggie's shall not use or permit the use of the City Property for any purpose other than the purpose herein set out, namely only that Programming or components thereof that have complied with the terms and conditions of this Licence. Reggie's shall not erect any other buildings or other structures, or conduct any other programming on the City Property unless expressly set out and approved by the City in writing in advance of the Event.
21. This Licence Agreement shall terminate at 12:00 a.m. on August 20, 2017. The provisions of Paragraphs 11-19 inclusive of this Licence survive the termination of this Licence.
22. Reggie's shall keep in force during the term of this Licence, property damage insurance and personal injury insurance against claims for bodily injury, death or property damage occurring on the City Property in an amount not less than Five Million (\$5,000,000.00) Dollars and name the City as "Additional Insured" to same. Proof of said insurance shall be filed with the Legal Department of the City of Sault Ste. Marie on or before August 14, 2017.

APPENDIX 1

REGGIE'S WEST
306 Korah Road
Lic # 15719

BACK LANEWAY



KORAH ROAD
←→

CARS

XXXXXX

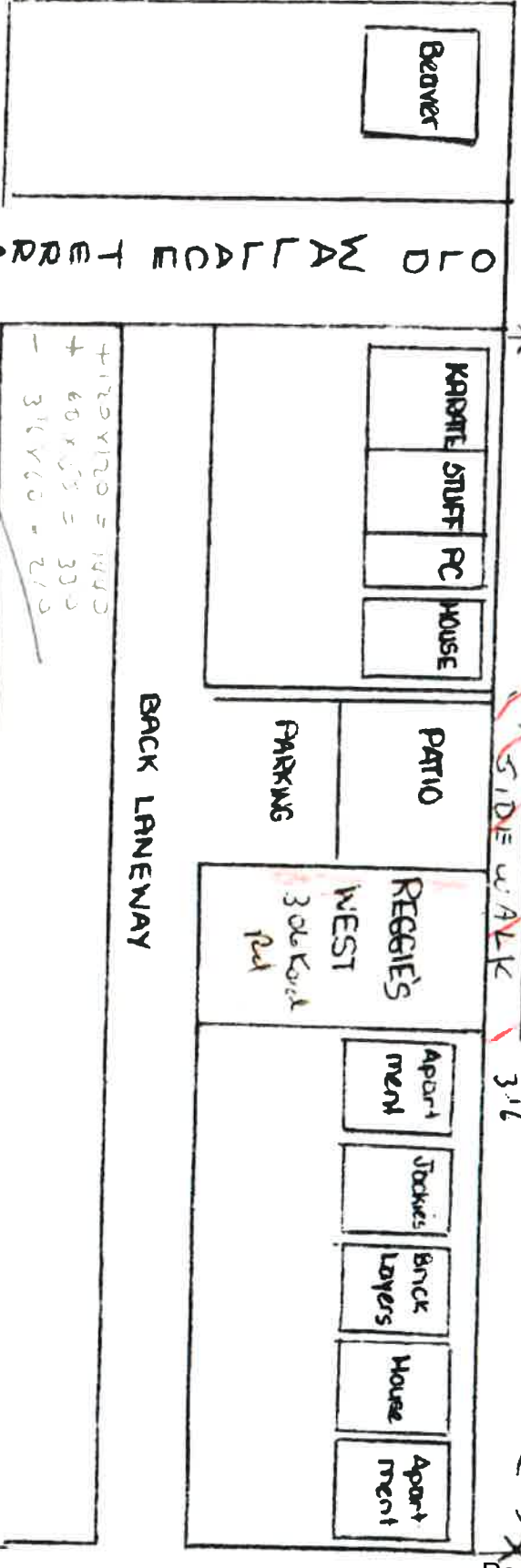
55' SIDE WALK 316

BIKES

KORAH ROAD
←→

XXXXXX

MAJOR TERRACE



+ 120 x 120 = 14400
+ 60 x 60 = 3600
- 36 x 60 = 2160

17440 - 12 = 17428

1200 Reggiewest Copiers

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-149

REGULATIONS: (R1.1) A by-law to amend Noise Control By-law 80-200, to exempt from the By-law the “Reggie’s West Ride for ARCH” event from 11:00 a.m. August 19, 2017 to 12:00 a.m. August 20, 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 “Reggie’s West Ride for ARCH” event from 11:00 a.m. August 19, 2017 to 12:00 a.m. on August 20, 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 17th day of July, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

hh\\CITYDATA\\Legal\\Staff\\BY-LAWS\\2017\\2017-149 - Noise Exemption - Reggie's West Ride for ARCH.doc

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-150

AGREEMENT: (AG114) A by-law to authorize the execution of an agreement between the City and the Sault Ste. Marie Economic Development Corporation – Tourism Division for the use of Foster Drive, from St. Mary's River Drive to Brock Street, Sault Ste. Marie for the Poker Run Event.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated July 17, 2017 between the City and the Sault Ste. Marie Economic Development Corporation – Tourism Division, a copy of which is attached as Schedule "A" hereto. This agreement is a Licence to Occupy City Property for the use of Foster Drive from St. Mary's River Drive to Brock Street, Sault Ste. Marie for the Poker Run Event.

2. **SCHEDULE "A"**

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

3. **EFFECTIVE DATE**

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

PASSED in open Council this 17th day of July, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

Schedule "A"

AG-114

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this 17th day of July, 2017.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(herein referred to as the "City")

- and -

SAULT STE. MARIE ECONOMIC DEVELOPMENT CORPORATION

(herein referred to as the "Licencee")

The City grants to Sault Ste. Marie Economic Development Corporation ("SSMEDC") the right to occupy the property of the City ("City Property") identified as a section of Foster Drive from St. Mary's River Drive to Brock Street, Sault Ste. Marie, Ontario, and specifically as shown and identified on Schedule "A" attached to this Licence.

This Licence is subject to the conditions set out in Schedule "B" attached.

In this Licence, the "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

SIGNED, SEALED AND DELIVERED

Date: _____

TOM DODDS – CHIEF EXECUTIVE OFFICER,
SAULT STE. MARIE ECONOMIC DEVELOPMENT
CORPORATION

***I HAVE THE AUTHORITY TO BIND THE
SSMEDC***

Date: July 17, 2017

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

**SCHEDULE "A" TO
LICENCE TO OCCUPY CITY PROPERTY**

City Property

The following structures and programming are permitted to be set up and/or conducted at the following locations on City Property on Friday, August 4, 2017:

A. Foster Drive between St. Mary's River Drive and Brock Street, Sault Ste. Marie:

1. Boats/watercrafts display consisting of approximately forty (40) boats/watercrafts, of varying dimensions, parked on their respective trailers for public viewing (the "Watercraft Display").

The above is collectively referred to as the "Programming" in this Licence Agreement.

**SCHEDULE "B" TO
LICENCE TO OCCUPY CITY PROPERTY**

This Licence is subject to the following conditions:

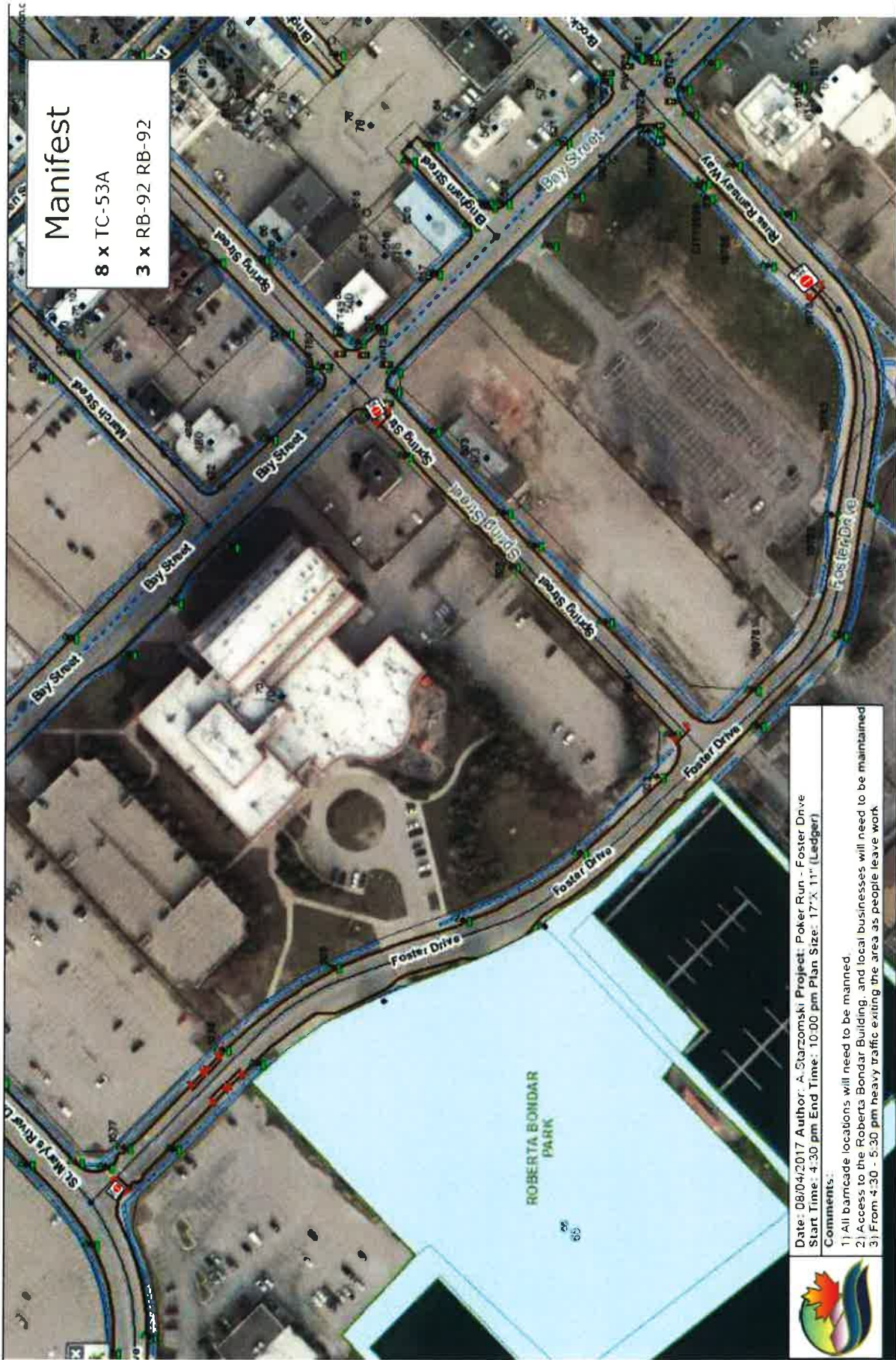
1. The City hereby grants permission to the Licencee to set up and conduct the Programming specifically enumerated in Schedule "A" to this Licence Agreement on August 4, 2017 as part of the Programming on Foster Drive, between St. Mary's River Drive and Brock Street, Sault Ste. Marie, as identified in Schedule "A" to this Licence Agreement (the "City Property"), and subject to the following schedule for August 4, 2017:
 - a. beginning at the hour of 4:30 p.m., the Licencee may setup the Programming as necessary;
 - b. between the hours of 4:30 p.m. and 10:00 p.m., the Programming shall carry on; and
 - c. by the hour of 10:00 p.m. on August 4, 2017, the Licencee shall have completed the removal of all items related directly or indirectly to the Programming from City Property at their sole cost, liability and expense.

The above is collectively referred to as the "Event" in this Licence Agreement.

2. The Licencee warrants that in carrying out the Programming described in Schedule "A" to this Licence Agreement that it will comply with the following conditions regarding the temporary street closure of the City's streets as identified in the Street Closure Application:
 - a. The street closure must conform to the procedures as presented in the Ontario Traffic Manual Book 7 including, but not limited to, all signage and emergency services notification requirements; and
 - b. Signage and barricades shall be placed in accordance with the Road Closure Plan designed by the City's Public Works & Engineering Services Department as set forth in "Appendix 1" to this Licence Agreement and comply with any amendments made by the City's Public Works & Engineering Services Department and attached thereto.
3. The Licencee warrants that in carrying out the Programming described in Schedule "A" to this Licence Agreement that at no time during the Event will any element of the Watercraft Display block or impede access to any curb cut along the closed portion of Foster Drive.
4. The City and Licencee acknowledge that the Licencee has approval to temporarily close Spring Street from Bay Street to Foster Drive, Sault Ste. Marie for the purposes of the Event. The Licencee warrants that the sole purpose of the aforementioned temporary road closure is to reduce vehicle traffic to Foster Drive and that at no time will the Licencee erect and/or place any structures, materials or conduct any Programming on Spring Street.

5. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with the Watercraft Display and/or any matters related to the Programming and/or the Event. The Licencee shall be responsible for all costs, expenses and liabilities relating to the setup, presence and removal of the Watercraft Display and all other matters related directly or indirectly to the Programming and/or the Event located on City Property. The Licencee shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from the Watercraft Display and Programming.
6. All matters related to the Event are the responsibility of the Licencee. At no time shall the City be responsible for any matters related directly or indirectly to the Programming and/or the Event, and the Licencee acknowledges and agrees that they shall indemnify and save harmless the City from any costs (including solicitor costs on a substantial indemnity scale basis and disbursements), liabilities and expenses incurred by the City that may result directly or indirectly from the Programming and/or the Event.
7. The Licencee shall comply with all Laws, By-Laws, Rules and Regulations of any governing body respecting the Event and the Programming, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee with such Laws, By-Laws, Rules and Regulations.
8. The Licencee shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the Event and the Programming.
9. The Licencee shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or connected with, the Event and/or the Programming, the intent being that the City shall be at no risk or expense to which it would not have been put had the Event and/or the Programming not occurred.
10. The Licencee shall not assign, transfer or make any other disposition of the Licence, or of the rights conferred thereby, without the prior express written consent of the City.
11. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to any portion of Foster Drive and/or Spring Street, such that removal of any portion or the entirety of the Event and/or the Programming is required, the Licencee shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the Event and/or the Programming to its condition prior to such access by the City and/or emergency personnel.

12. The Event shall terminate at 10:00 p.m. on August 4, 2017. The Licencee shall promptly remove the Event and the Programming, and any matters related directly or indirectly thereto from the City Property and complete all necessary cleanup activities at their sole cost and expense by the hour of 10:00 p.m. on August 4, 2017, and leave the City Property in a condition satisfactory to the City, provided that if the required cleanup activities are not completed by the Licencee by 10:00 p.m. on August 4, 2017, the City may complete such clean up and removal of the items as it deems necessary at the expense, liability and risk of the Licencee.
13. The Licencee shall not use or permit the use of the City Property for any purpose other than the purpose herein set out, namely only that Programming or components thereof that have complied with the terms and conditions of this Licence. The Licencee shall not erect any other buildings or other structures, or conduct any other programming on the City Property unless expressly set out and approved by the City in writing in advance of the Event.
14. The Licencee shall keep in force during the term of this Licence, property damage insurance and personal injury insurance against claims for bodily injury, death or property damage occurring on the City Property in an amount not less than five million (\$5,000,000.00) dollars and name the City as "Additional Insured" to same. Proof of said insurance shall be filed with the Legal Department of the City of Sault Ste. Marie on or before July 31, 2017.
15. This Licence Agreement shall terminate at 10:00 p.m. on August 4, 2017. The provisions of Paragraphs 5-9 inclusive, and Paragraph 11 of this Licence survive the termination of this Licence.



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-151

AGREEMENT: (C3.17(3)) A by-law to authorize the execution of the Agreement between the City and Sault Ste. Marie Slo-Pitch League in reference to their contribution of materials required to build ten (10) new player shelters to be installed at five (5) Slo-Pitch fields at Strathclair Sports Complex.

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 July 17, 2017 between the City and Sault Ste. Marie Slo-Pitch League, a copy of which is attached as Schedule "A" hereto. This Agreement is in reference to their contribution of materials required to build ten (10) new player shelters to be installed at five (5) Slo-Pitch fields at Strathclair Sports Complex.

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 17th day of July, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

AGREEMENT

This Agreement made this 17th day of July, 2017.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

- and -

SAULT STE. MARIE SLO- PITCH LEAGUE

(hereinafter referred to as the "Sault Slo-Pitch League")

WHEREAS the City is the registered owner of parkland in the City of Sault Ste. Marie known as Strathclair Sports Complex, 639 Black Road (PLAN H735 LOTS 17A & 21), Sault Ste. Marie, ON hereinafter referred to as "Strathclair Sports Complex";

AND WHEREAS the City wishes to install player shelters on five Slo-Pitch Field at the Strathclair Sports Complex;

AND WHEREAS the Sault Slo-Pitch League is a volunteer organization with a commitment to community service;

AND WHEREAS the Sault Slo-Pitch League has agreed to assist the City in the acquisition of materials and supply the materials to the City for that purpose.

NOW THEREFORE the parties hereto agree as follows:

1. CONTRIBUTION

The Sault Slo-Pitch League agrees to purchase and supply the materials to build 10 player shelters (the "Materials") to the City for the exclusive purpose of building 10 players shelters to be located on Slo-Pitch Fields "A, B, C, D & E" at the Strathclair Sports Complex (the "Improvements").

The City acknowledges having received the materials from the Sault Slo-Pitch League and will build and install the 10 player shelters required with said materials.

2. USE OF CONTRIBUTION OF MATERIALS

The City covenants and agrees to use the Materials solely towards the building and installation of the 10 player shelters at Strathclair Sports Complex Slo-Pitch fields and for no other purpose.

The City warrants that the Improvements at the Strathclair Sports Complex will be completed no later than December 31, 2017.

The City acknowledges that the Sault Slo-Pitch League supplied the materials for the labour and installation required to complete the Improvements and the Sault Slo-Pitch League does not make any representations or warranties as to the safety of the Improvements or its appropriateness for use by any members of the public.

3. INSTALLATION & MAINTENANCE

The City acknowledges and agrees that the labour and installation to complete the Improvements shall be the sole responsibility of the City.

The City acknowledges and agrees that all necessary maintenance of the Improvements shall be the sole responsibility of the City.

The City shall indemnify and save harmless the Sault Slo-Pitch League from and against all claims, however caused, or costs incurred from defending an action arising out of the installation, maintenance or the use of the Improvements by any person or persons who may take claim against the Sault Slo-Pitch League.

The parties hereto acknowledge and agree that if at any point in the future the Improvements becomes unfit for use, the City may remove and/or replace it at its sole discretion and expense.

4. DEFAULT

In the event of default by the City, the Sault Slo-Pitch League at its sole discretion and choosing can elect to meet with the City to discuss ramifications.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals this 17th day of July, 2017.

SAULT STE. MARIE SLO- PITCH LEAGUE

Per: Steve McEwen
PRESIDENT – STEVE McEWEN

Beverly Barber
VICE-PRESIDENT – BEVERLEY BARBER

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

Per: _____
MAYOR – CHRISTIAN PROVENZANO

Per: _____
CITY CLERK – MALCOLM WHITE

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-152

AGREEMENT: (AG150) A by-law to authorize the execution of the Agreement between the City and Mr. Kevin Belsito to permit Mr. Belsito to make changes or improvements to City property located at 363 Wellington Street West within the scope of the intended use of the 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 July 17, 2017 between the City and Mr. Kevin Belsito, a copy of which is attached as Schedule "A" hereto. This Agreement is to permit Mr. Belsito to make changes or improvements to City property located at 363 Wellington Street West within the scope of the intended use of the 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 17th day of July, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

AMENDING LEASE AGREEMENT

Lease File No. AG150

This Amending Lease is made effective the 17th day of July, 2017 (the "Amending Lease").

IN PURSUANCE OF the Short Forms of Leases Act, R.S.O. 1990, c. S.11.

B E T W E E N: **THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

hereinafter called the "Landlord"

– and –

KEVIN BELSITO

hereinafter called the "Tenant"

WHEREAS the Landlord and the Tenant entered into a Lease dated July 13, 2015 (the "Lease"); and

AND WHEREAS Section 9 of the aforesaid Lease permits the Lease to be modified by written document signed by the parties hereto;

AND WHEREAS the parties hereto wish to make certain amendments to the Lease in accordance with the provisions set forth below;

NOW THEREFORE THIS AMENDING LEASE WITNESSETH that in consideration of the promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Section 5 (a) (ii) be removed and read as follows: to make changes or improvements to the Demised Area within the scope of the permitted use at the sole expense of the Tenant and that any change or improvement must be submitted in writing by the Tenant to the Landlords for approval. That such changes or improvements made to the Demised Area shall be completed by a City approved contractor. If, at the sole discretion of the Landlord, it requires access to any portion of the Demised Area for any reason whatsoever, the Landlord may remove any portion of or the entirety of the changes or improvements made by the Tenant, the Tenant shall in no way restrict such access and the Landlord shall in no way be responsible for the cost of restoring or restoring the aforesaid changes or improvements.

2. Any change or improvement shall not affect the City's winter control operations or traffic sight lines.

3. Section 7 (b) (i) be removed and read as follows: liability insurance for bodily injury, death or property damage must be five million dollars (\$5,000,000.00).

4. The parties hereby confirm that except as amended by this Amending Agreement, the terms and conditions of the Lease shall continue in full force and effect, unamended.

6. This Amending Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the date first above written.

) THE CORPORATION OF THE CITY OF SAULT STE. MARIE
)
)
)
) _____
) MAYOR – CHRISTIAN PROVENZANO
)
)
) _____
) CLERK – MALCOLM WHITE
)
)
)
) _____
) KEVIN BELSITO

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-153

AGREEMENT: (E2.3) A by-law to authorize the execution of the Agreement between the City and AECOM Canada Ltd. for engineering services for the Drake Street Pump Station panel upgrades.

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 July 17, 2017 between the City and AECOM Canada Ltd., a copy of which is attached as Schedule "A" hereto. This Agreement is for engineering services for the Drake Street Pump Station panel upgrades.

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 17th day of July, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

Schedule "A"

- 1 -

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

Dated the 17th day of July, 2017

-BETWEEN-

THE CORPORATION OF The City of Sault Ste. Marie

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

AECOM Canada Ltd.

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to undertake the Drake Street Pumping Station Panel Upgrades;

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 - As per Article 2 – Services to be Provided.
- c) RFP – N/A
- d) Addenda – N/A
- e) Order of Precedence:
 - i. Addendums
 - ii. Request for Proposal issued
 - iii. Proposal submission document including detailed Work Plan and Fee Estimate

ARTICLE 1 - GENERAL CONDITIONS

1.1 **Retainer**

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described in Article 2 (The Services) for the Project under the general direction and control of the Client.

1.2 **Compensation**

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.2.

1.3 **Staff and Methods**

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

1.4 **Drawings and Documents**

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. The Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

1.5 **Intellectual Property**

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

1.6 **Records and Audit**

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.

- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

1.7 **Changes and Alterations and Additional Services**

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Engineer shall be paid in accordance with Section 3.2.2.1 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 \$5,000,000 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 \$5,000,000 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 established for each task 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

Any requirements regarding insurance, WSIB, permits, approvals, AODA, etc. to be listed here.

N/A

ARTICLE 2 – SERVICES TO BE PROVIDED

2.01 Consultant's Services for Drake Street Pumping Station Panel Upgrades

The Consultant shall provide consulting engineering services as follows:

1. Project management, design coordination and administration.
2. Develop a Request for Quotation package, complete with a description of the scope of work, technical specifications, tender form, example drawings for PLC Panel design requirements, I/O lists and bill of material for the PLC panel.
3. Issue an RFQ package to contractors of the City's choice.
4. Conduct a mandatory site visit to discuss the scope of work on-site and to address contractor questions.
5. Review quotations and recommend award to the City.
6. Undertake contract administration and periodic inspections as the work progresses.
7. Complete all shop drawing and I&C design reviews.
8. Develop and test PLC code and SCADA screens based on the latest SSM SCADA standards.
9. Provide Process Control Narrative (PCN) and Site Acceptance Test (SAT) Plan.
10. PLC program download, commissioning and SAT, callout alarms, deployment of SCADA application to EEP and WEP.
11. Prepare as-constructed records and project closeout.

2.02 Client's Services for Drake Street Pumping Station Panel Upgrades

The Client shall provide the Consultant with:

1. Copies of background information/documents related to each task.
2. Access to and the use of existing plans, profiles, utility information, legal documents and correspondence relevant to the Project.
3. General direction of the Consultant in the provision of services and approvals within reasonable time as necessary during the currency of this agreement.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

a) Cost of the Work:

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment (Strike out those that do not apply)

3.2.1 Fees Calculated on a Percentage of Cost Basis

(Not Applicable)

3.2.2 Fees Calculated on a Time Basis

3.2.2.1 Fees

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

Classification	Billing Rate (\$/hour)
Senior Engineer	140 - 180
Intermediate Engineer	110 - 140
Senior Technician/Technologist	100 - 160
Intermediate Technician	70 - 100
Support Staff	60 - 80

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

3.2.2.2 Time Expended

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

3.2.3 Lump Sum Fee

(Not Applicable)

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

- (a) The Consultant shall be paid a fee, calculated on a time basis, for the Services.
- (b) In addition to the fee, the Consultant shall be reimbursed at cost for all reasonable expenses properly incurred by them in connection with the Services, including but

not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.

A communication/ Information Technology (IT) charge equal to 5% of invoiced labour costs will be charged to cover telephone charges, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, special delivery and express charges, postage and IT costs. The IT assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The cost for reproducing specifications and drawing sets shall not be included in this rate.

- (c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Consultant for the Services shall not exceed the total amount included in Schedule 1 attached unless prior written approval is obtained from the Client.
- (d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.
- (e) The Consultant must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Article 2. The Consultant shall not be entitled to any payment from the Contingency Allowance unless the Consultant has satisfied this condition. When approving Additional Services that are not included in Article 2, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineer's invoice.

3.3.2 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 12 % per annum.

ARTICLE 4 – FORM OF AGREEMENT

ENGINEER: AECOM CANADA LTD.

The signatory shall have the authority to bind the corporation or company for the purposes of this agreement.

This ____ Day of _____, 2017

Signature	
Name	Chris Redmond, P. Eng.
Title	Senior Vice President

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This ____ Day of _____, 2017

Signature		Signature	
Name	Christian Provenzano	Name	Malcolm White
Title	Mayor	Title	City Clerk

ARTICLE 5 – ATTACHMENTS

N/A

SCHEDULE "A"

SCHEDULE A

**to Memorandum of Agreement
Drake Street Pumping Station Panel Upgrades**

Dated the 17th day of July, 2017

1. The estimated fees/upset fee limit for each phase of the project is as follows:

Description	Scope of Work	Estimated Fee	Upset Fee Limit	Estimated Disbursements
Drake Street Pumping Station Panel Upgrades	As per Agreement	\$26,600 ⁽ⁱ⁾	N/A	\$1,600

Note:

- (i) Fees excludes taxes.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-154

AGREEMENT: (L1.17) A by-law to authorize the execution of an agreement between the City and Giant Little Ones Film Inc. for the use of various parcels of City owned Land for the purpose of a film production.

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

1. **EXECUTION OF DOCUMENT**

The Mayor and City Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to an agreement dated July 17, 2017 between the City and Giant Little Ones Film Inc., a copy of which is attached as Schedule "A" hereto. This agreement is a Licence to Occupy City Property for the use of various parcels of City owned Land for the purpose of a film production.

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 17th day of July, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE

hh\\CITYDATA\\Legal\\Staff\\BY-LAWS\\2017\\2017-154 - Execution Agreement GLO Production.docx

Schedule "A"

LICENCE TO OCCUPY CITY PROPERTY AGREEMENT

THIS AGREEMENT made this 17th day of July, 2017

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
hereinafter referred to as the "City"

- and -

GIANT LITTLE ONES FILM INC.
hereinafter referred to as the "Occupant"

WHEREAS the City is the registered owner in fee simple of various parcels within the City of Sault Ste. Marie for which the Occupant wishes to access as set out in Schedule "A" to this Agreement and hereinafter referred to as the "Lands";

AND WHEREAS the Occupant wishes to benefit from the use of the Lands for the purpose of a production as set out in Schedule "B" to this Agreement;

AND WHEREAS the City is prepared to grant such permission to the Occupant to occupy the Lands, and structures and buildings thereon, for the production, subject to the terms and conditions set forth herein;

NOW THEREFORE in consideration of the mutual covenants held herein and the City allowing the Occupant, its respective servants, contractors and agents entry onto the Lands for the purpose of a production, the Occupant hereby agrees to indemnify and save harmless the City from and against all claims and demands, loss, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, occasioned by or attributable to the entry onto the Lands by the Occupant and its respective servants, contractors and agents and agree with one another as follows:

1. The City hereby grants the Occupant and its directors, officers, employees, consultants, contractors, subcontractors, agents or other persons for which it is responsible in law or any of them permission to enter onto the Lands for the purpose of a production as set out in Schedule "B" hereto commencing July 3, 2017 and ending August 9, 2017 (the "Term").

2. The Occupant hereby agrees that the occupation and use of the Lands for the purpose of a production in no way confers any right, benefit or title in any way to the Occupant.
3. The Occupant shall not use or permit the use of the Lands for any purpose other than the purpose herein set out and in Schedule "B" to this Agreement.
4. The Occupant shall ensure that by 7:00 a.m. (ET) on August 10, 2017, any and all Lands are returned to a condition which is at least as good as it existed at 6:00 a.m. (ET) on July 3, 2017, at the sole liability and expense of the Occupant.
5. Each party shall further release the other party from all loss, claims, suits and demands arising out of the cancellation or alleged non performance or breach of this agreement due to or arising out of fire, riot, act of God, strike action, or any other cause or circumstances beyond a party's control or unforeseen by a party at the time this agreement was entered into.
6. The City hereby grants to Occupant the right to make use of any and all photographs (motion picture scenes, stills, videotape or otherwise) and sound recordings (collectively, "**Photographs**") of, on, in and about the Lands. Further, the rights granted in this Agreement include the right to photograph all structures and signs located on the Property (including the exterior and interior of such structures and the names, logos and verbiage contained on such signs), the right to refer to the Property by its correct name or any fictitious name, the right to attribute fictitious events as occurring on the Property, and the right to replicate the Property.
7. All rights of every kind and nature, now known or hereafter devised, in and to any of the Photographs (including, without limitation, the irrevocable and perpetual right to exhibit in any and all media, throughout the world, any and all Photographs made at and of the Property) are and shall remain vested in the Occupant and its successors, assigns and licensees.
8. The City shall not have any right to injunctive relief, against the Occupant arising out of any use of the Photographs whether or not such use is, or may be claimed to be, defamatory, untrue, or censurable in nature.
9. During the Term, the Occupant shall not do or cause to be done any action that would damage or injure the Lands, including, but not limited to, any structures and buildings set on said Lands. Furthermore, any and all material objects placed on the Lands or within or on any structures or buildings during the Term for the purpose of the production shall be removed forthwith. At no time shall the City be responsible for setting up, maintaining, removing or otherwise dealing with any and all activities related to the production. The Occupant shall indemnify and save

harmless the City from any costs and expenses incurred by the City that may result from the production.

10. During the Term, the Occupant shall have the use of said structures and buildings and such use and occupation shall not be sole and exclusive but subject to the use by the City to provide the necessary services connected with the heating and safety of the building as well as to traffic to and from offices during normal business hours, provided, however, that such other use(s) do not unreasonably interfere with the production.
11. The City assumes no responsibility for loss or damage to equipment or material belonging to the Occupant, its servants, agents, invitees or licensees in or about the Lands, including liability for injury or damage to the person or Lands of the Occupant's servants, employees, agents, invitees or licensees.
12. The Occupant shall furnish and instruct at its own expense, as its employees and agent, special police, if required to properly handle and govern the conduct of persons in attendance.
13. If, at the sole discretion of the City and/or emergency personnel, the City and/or emergency personnel requires access to a portion of the Lands wherein the production of the film is taking place, such that removal of any portion or the entirety of the materials placed on the Lands for filming is required, the Occupant shall in no way restrict such access and the City and/or emergency personnel shall in no way be responsible for restoring the aforesaid materials.
14. The Occupant hereby acknowledges and agrees that it shall not authorize or permit the parking of any vehicles on the Lands, except those required for the purpose in Schedule "B" of this Agreement for the duration necessary to fulfill said purpose. All parking arrangement on City Lands shall be approved by the City's Traffic Department.
15. The Occupant agrees to indemnify the City from any actions, causes of actions, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings made or brought against or suffered by or imposed upon the City or their respective property in respect of any loss or damage to property, personal injury or death or any other losses of any nature or other relief to any person or property directly or indirectly arising out of or resulting from or sustained by reason of any act, error, default, failure, fault, neglect, negligence, omission or wrong doing of the Occupant, its directors, officers, employees, consultants, contractors, subcontractors, agents or other persons for which it is responsible in law or any of them including but not limited to filming on the Lands and any matters related directly or indirectly to this Agreement.
16. Prior to any access on the Lands, the Occupant shall cause the City to be added as an Additional Insured to its general liability insurance policies, insuring all

claims for damage to property, personal injury or death or any other losses or damages, both direct and indirect including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with this Agreement in an amount not less than five million (\$5,000,000) dollars. Written proof of said insurance shall be provided to the City's Legal Department before the commencement of the Term. The Insurance Certificate shall be the CSIO Form and satisfactory to the City Risk Manager.

17. The Occupant, its directors, officers, employees, consultants, contractors, subcontractors, agents or other persons for which it is responsible in law or any of them shall comply with all laws, by-laws, rules and regulations of any governing body respecting the matters set out in this Agreement, and shall save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Occupant, its directors, officers, employees, consultants, subcontractors, agents or other persons for which it is responsible in law or any of them with such laws, by-laws, rules and regulations.
18. The Occupant hereby acknowledges and agrees that this Agreement is specific to the Lands described herein and owned by the City and the Occupant undertakes to take appropriate measures with respect to any and all other property that will be used in the production of the film.
19. The parties shall not assign, transfer or make any other disposition of this Agreement or of the rights conferred thereby, without the prior written consent of the other party.
20. This Agreement, and the attached Schedules "A" and "B" constitute the entire agreement of the parties and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only by written instrument signed by both parties.
21. Any information received by the City in relation to this Agreement shall be governed by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*;
22. 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.
23. The parties hereto agree that paragraphs 2, 5 - 8, 15 and 16 herein survive the termination of this Agreement.
24. This Agreement shall be exclusively governed by, and construed in accordance

with, the laws of the Province of Ontario, and the federal laws of Canada applicable therein.

25. This agreement may be executed by facsimile, or electronically by portable document format, and in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement this _____ day of July, 2017.

GIANT LITTLE ONES FILM INC.

Per: _____
President & Producer - Allison Black

I/We have authority to bind the Corporation

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

Per: _____
Mayor – Christian Provenzano

Per: _____
City Clerk – Malcom White

We have authority to bind the Corporation

Schedule "A"

LANDS TO BE USED

1. 17 Summit Avenue on July 3rd, 4th, 7th and 11th, 2017:
 - a) Actor bicycling from Pim Street eastward on Summit Avenue toward 17 Summit Avenue;
 - b) During filming, Paid Duty Officers ("PDO") to intermittently hold traffic for 1-2 minutes at a time;
 - c) Vehicles parked on the south side of the street at two locations: slightly east of 17 Summit Avenue to Poplar Avenue, and just before and within the Cul de Sac, on the following days: June 29-July 4 and July 6-10.
2. 271 Dacey Road, Mac's Convenience on July 13th and 14th, 2017:
 - a) Pair of bicycles turning from either Dacey Road or Chambers Avenue into the lot and exiting the lot;
 - b) A car entering and exiting the lot;
 - c) During filming, PDO's to intermittently hold traffic at the following locations: Chambers Avenue just west of Dacey Road, Dacey Road just north of the Mac's Convenience, and Dacey Road just South of Chambers Avenue.
 - d) Vehicles parked on private property located at 224 Bennet Boulevard and on Dacey Road, just north of 271 Dacey Road on the west side.
3. Alleyway between Bruce Street, Elgin Street, King Street and Queen Street East, as represented in Appendix 1-1 on July 17, 2017:
 - a) Two boys talking in the alley;
 - b) During filming, PDO's to intermittently hold traffic in the alley;
 - c) Camera placed on either a tripod or Steadicam;
 - d) Vehicles parked just east of 30 King Street in a municipal lot.
4. 104-108 Centennial Avenue, Centennial Park on July 18, 2017:
 - a) A boy and a girl hanging out in the park: one scene by the playground and one by the walking path;
 - b) A small golf cart with a camera on it driving on the park grounds;
 - c) Vehicles parked along Centennial Avenue.
5. 711 Bay Street on August 4, 2017:
 - a) Filming on the 10th floor of the condominium located at 711 Bay Street;
 - b) Use of space within the Public Library for lunch break;
 - c) Vehicles parked either at the Algoma Gallery parking lot or in a portion of the Sault Ste. Marie Public Library parking lot.
6. 70 Florwin Drive from July 20th to August 2nd, 2017 (not on weekends):
 - a) Filming a party scene inside and outside of 70 Florwin Drive on the night of July 21, 2017;
 - b) Music will be played during a portion of the scene, to be turned off by 11 p.m. (neighbours will be notified in advance);
 - c) During filming, PDO's to intermittently hold traffic;

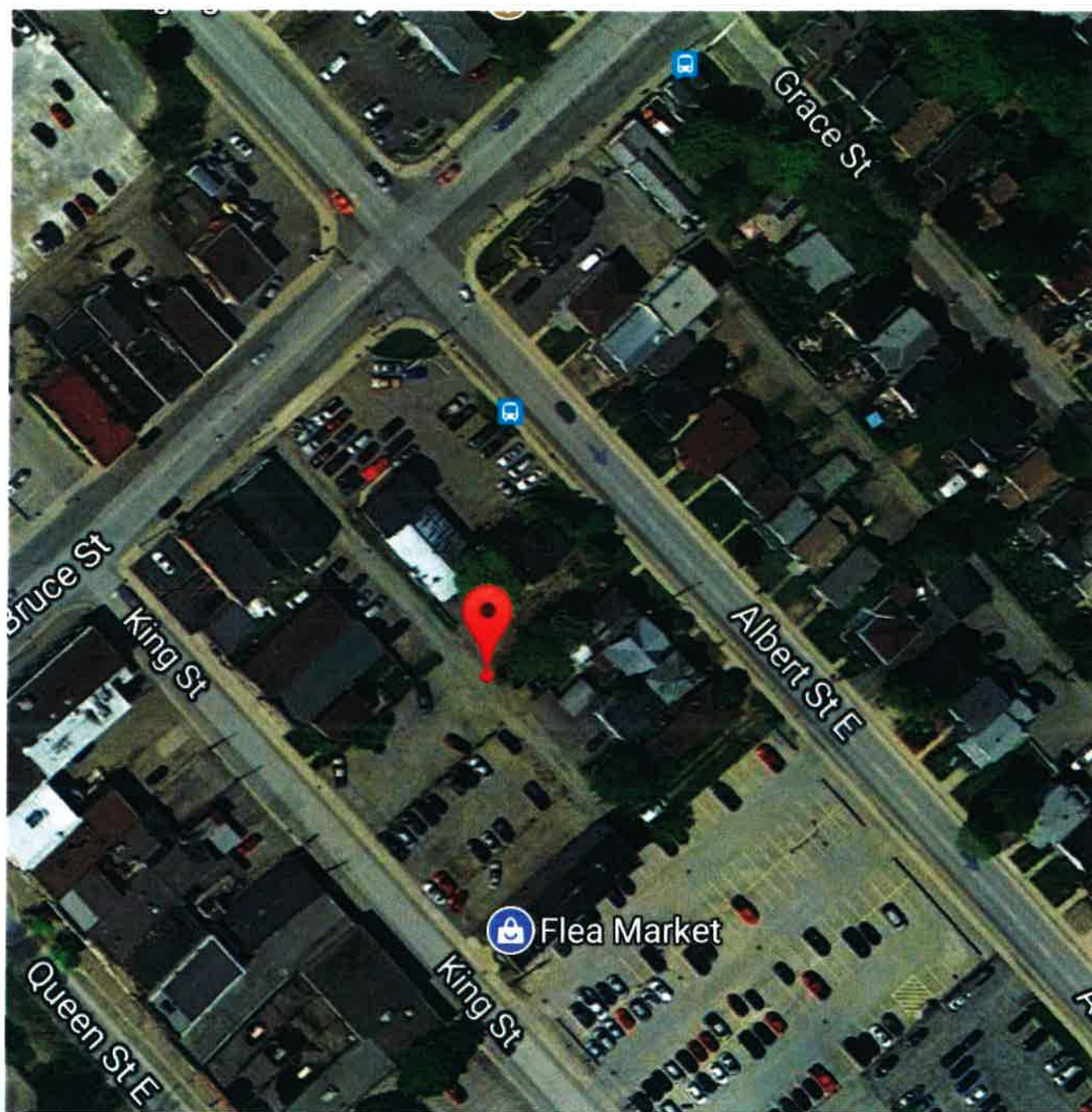
- d) Vehicles parked on Florwin Drive on the east side just North of Shingwauk Street, and at the southern side of Florwin Drive in front of the park.
- 7. Hardwood Street, between Bowker Street and Kerr Drive on July 13, 2017:
 - a) A boy and a girl walking and talking on the sidewalk;
 - b) If the camera is placed on the street, PDO's to intermittently hold traffic;
 - c) Vehicles parked on Hardwood Street just east of Bowker Street.
- 8. Bellevue Park, on July 18, 2017:
 - a) A boy and a girl bicycling and talking whilst on a date;
 - b) Transporting equipment to and from two shooting locations via a pickup truck;
 - c) Vehicles parked in the northern turn around area.
- 9. 260 Elizabeth Street, John Rhodes Community Centre Pool, on July 5th, 6th and August 4th, 2017, as represented in Appendix 1-2:
 - a) Filming in the main pool area, the men's locker room, and outside the building in front of the facility;
 - b) Vehicles parked in the parking lot (approved by John Rhodes Community Centre Pool staff).
- 10. Parkdale Drive on July 14th and 17th, 2017:
 - a) Two boys bicycling on the road, led by a pickup truck with a camera on the back;
 - b) During filming, PDO's to either conduct a procession or to intermittently hold traffic at Parkdale Drive and Georgina Street and Parkdale Drive and Queen Street East;
 - c) Vehicles parked on Georgina Street and some on private property.
- 11. 220 Poplar Avenue on July 19, 2017:
 - a) A boy and a girl talking on the sidewalk in front of 220 Poplar Avenue;
 - b) Vehicles parked on Routledge Avenue.
- 12. Alleyway between Simpson Street, Wellington Street East and Upton Road on July 20, 2017, as represented in Appendix 1-3:
 - a) A boy and a girl talking in the alleyway;
 - b) Vehicles parked on Simpson Street behind the Aboriginal Alternative High School.
- 13. Chambers Avenue, between Kerr Drive and Denwood Drive, on August 4, 2017:
 - a) A boy bicycling in the middle of Chambers Road;
 - b) During filming, PDO's to intermittently hold traffic;
 - c) Vehicles parked on private property and on the northeast side of Kerr Drive.
- 14. Country Club Place on July 14, 2017:
 - a) Two boys bicycling down Country Club Place;
 - b) During filming, PDO's to intermittently hold traffic;
 - c) Vehicles parked on Golf Range Crescent.
- 15. Rankin Road, between Dacey Road and the opposite end of it on July 14, 2017:
 - a) Two boys bicycling down Rankin Road between Dacey Road and the old École Séparée Cardinal-Léger School, with a car following them;
 - b) During filming, PDO's to intermittently hold traffic;
 - c) Vehicles parked on private property and on Melville Road.

Schedule "B"

PARTICULARS OF PRODUCTION

- Actors bicycling on local streets;
- Cars driving on local streets and entering and exiting a parking lot (Mac's Convenience);
- Actors walking and talking to one another on local streets and sidewalks, in alleyways, and in parks;
- Actors hanging out in the park, bicycling and talking to one another (Centennial Park and Bellevue Park);
- Golf cart driving on park grounds (Centennial Park);
- Pickup truck driving through park from one filming location to another (Bellevue Park);
- Filming in condominium unit located at 711 Bay Street;
- Filming of a party scene at 70 Florwin Drive (party scene will be a simulation only, not an actual party, music will be playing until 11 p.m.);
- Filming at John Rhodes Community Centre Pool, including in the main pool area, the men's locker room, and outside of the building;
- Car following actors while bicycling during one scene (Rankin Road);
- One small car stunt scene at night (car will peel around a corner and drive towards camera. The traffic on the streets surrounding this will be intermittently held by PDO's.);
- At various points throughout the film, actor will fire a Flare Gun upwards into the air;
- Potentially filming at a portion of the Hub Trail (portion that runs alongside the old Plummer Memorial Public Hospital);
- PDO's stationed to intermittently hold traffic at various filming locations.

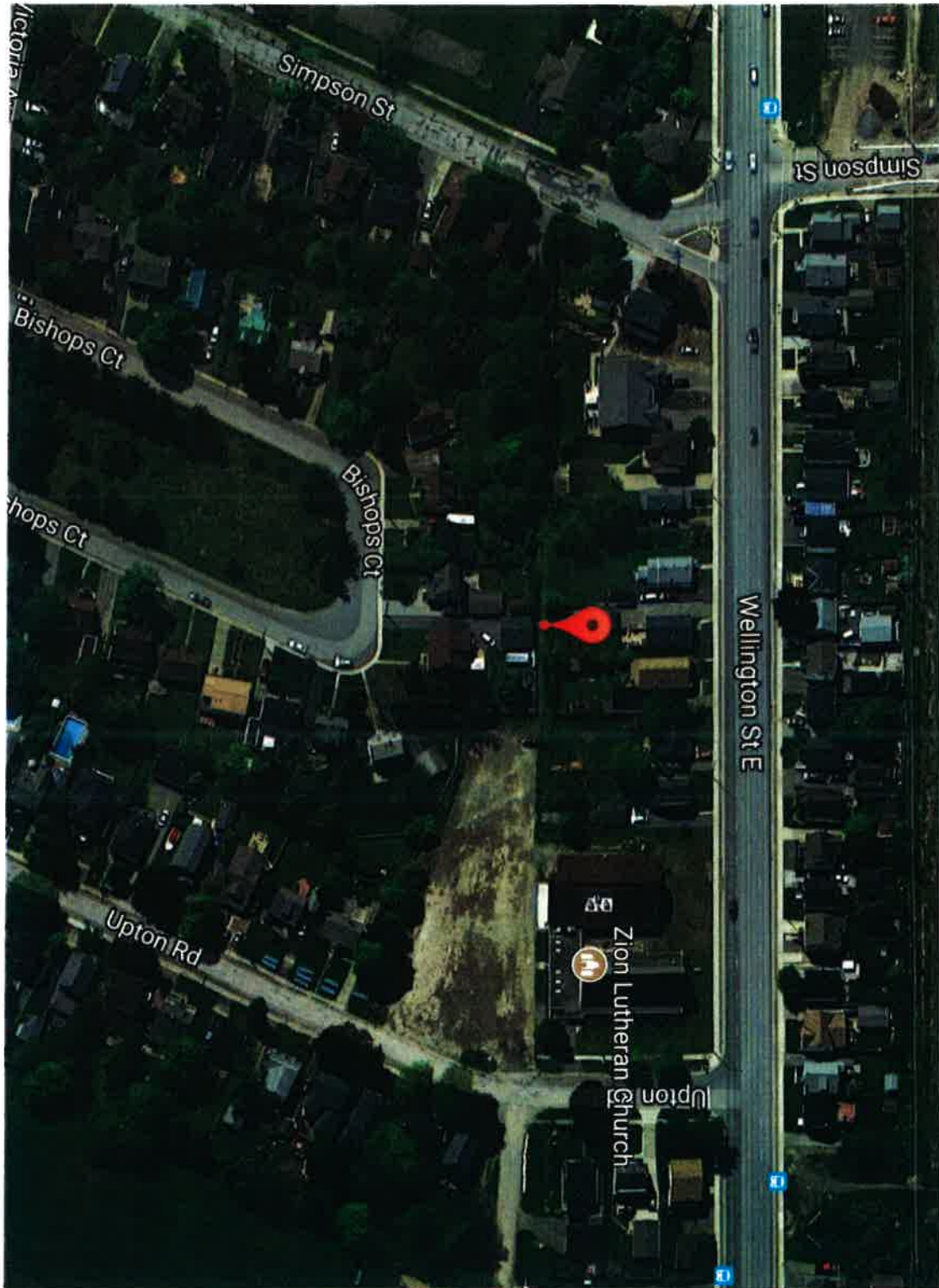
APPENDIX 1-1



APPENDIX 1-2



APPENDIX 1-3



THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-155

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Korah Road, from Douglas Street to Wallace Terrace on August 19, 2017 to facilitate the “Reggie’s West Ride for ARCH” event.

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

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

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Korah Road, from Douglas Street to Wallace Terrace from 11:00 a.m. August 19, 2017 to 12:00 a.m. August 20, 2017 to facilitate the “Reggie’s West Ride for ARCH” event.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 17th day of July, 2017.

MAYOR - CHRISTIAN PROVENZANO

CITY CLERK - MALCOLM WHITE

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THE CORPORATION OF THE CITY OF SAULT STE. MARIE

BY-LAW 2017-156

TEMPORARY STREET CLOSING: (S4.1) A by-law to permit the temporary closing of Spring Street from Bay Street to Foster Drive on August 4, 2017 to facilitate the Poker Run Boat Parade event.

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

1. **TEMPORARY STREET CLOSING OF SPRING STREET**

The Council of the Corporation of the City of Sault Ste. Marie hereby authorizes the closing to vehicular traffic of Spring Street from Bay Street to Foster Drive on August 4, 2017 from 4:30 p.m. to 10:00 p.m. to facilitate the Poker Run Boat Parade event.

2. **EFFECTIVE DATE**

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

PASSED in open Council this 17th day of July, 2017.

MAYOR – CHRISTIAN PROVENZANO

CITY CLERK – MALCOLM WHITE